



## TOWN COUNCIL AGENDA

November 13, 2018 - 7:00 P.M.

### WINTERVILLE TOWN HALL ASSEMBLY ROOM

- I. **CALL TO ORDER.**
- II. **INVOCATION.**
- III. **PLEDGE OF ALLEGIANCE.**
- IV. **WELCOME.**
- V. **APPROVAL OF AGENDA.**
- VI. **RECOGNITION OF EMPLOYEES:**
  1. Randall Cobb, Equipment Operator, Public Works Department.
  2. Ala Jones, Equipment Operator, Public Works Department.
  3. Joshua Pomeroy, Programmer, Parks and Recreation Department.
  4. Michael Roach, Equipment Operator, Public Works Department.
  5. Kany Torres, Office Manager, Winterville Fire-Rescue-EMS.
  6. Roger Vinson, Senior Equipment Operator.
- VII. **PUBLIC COMMENT:** *The Public Comment period of thirty minutes provides an opportunity for residents to comment on any item included in the agenda or to address the Town Council on any other matter related to the Town of Winterville. For an item included in the Public Hearing section of the agenda, residents should address the Council at the time the Mayor invites public comment on the item. No public comment may be made to the Council during the meeting, except during the Public Comment period or as part of a Public Hearing. Individual speakers are limited to a maximum of three minutes, and no more than three speakers may address the Council on a single matter. The Town Council may elect to take no action on the matter addressed by a speaker, may schedule the matter for further consideration at a future Council meeting, or may refer the matter to Town staff for disposition. Copies of the Town Public Comment Policy are available in the rear of the Assembly Room.*
  1. Valerie Cox Tyson – Request for Space Dedication for Ronnie Cox at the Winterville Library.
  2. Nora Parker - Discuss reserving 2 drop off/pick up spaces in front of Dance Studio.
- VIII. **CONSENT AGENDA:** *The following items are considered routine in nature and will not be discussed by the Town Council unless a Councilman or citizen requests that an item be removed from the Consent Agenda for further discussion. The Mayor may allow citizens to address an item or ask questions.*
  1. Approval of the following sets of Council Meeting Minutes:
    - ✓ September 10, 2018 Regular Meeting Minutes;
    - ✓ September 17, 2018 Special Meeting Minutes;
    - ✓ September 21, 2018 Special Meeting Minutes; and
    - ✓ October 8, 2018 Regular Meeting Minutes
  2. Aquatic Holdings, LLC Annexation - Set Public Hearing for December 10, 2018.
  3. Approval of Resolution Designation of Applicants Agent – FEMA and the State of North Carolina.

**IX. OLD BUSINESS:**

1. Approval of Contract with Lowest Responsible Bidder for Cleaning & Inspection of Sewer Mains.
2. Capital Project Fund Ordinance for Sewer System Rehabilitation.
3. Approval of Contract with DRC Emergency Services for Disaster Debris Removal.
4. Approval of Contract with Charles W. Hughes Construction for 2018 Sidewalks Improvements Project.

**X. NEW BUSINESS:**

1. Proposed Traffic Calming Measures - Sylvania Street.
2. Mary Beth McLawhorn – Final Plat.
3. Town of Winterville Electric Territory Expansion Design and Engineering.
4. Old Tar Road Widening Project Electric Relocation Engineering.  
*(New Business Items 3 and 4 have the same attachments located behind NB Abstract #4.)*
5. Public Buildings Fireproofing/Improvement Projects.
6. Natural Gas Prepay Contract.

**XI. OTHER AGENDA ITEMS.**

**XII. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS.**

**XIII. REPORTS FROM DEPARTMENT HEADS:**

Update on Projects Currently Underway:	Regional Sewer Pump Station Project Chapman Street Culvert - Nobel Canal Drainage Basin Study 2018 SRF Application (Sewer Rehabilitation) Minimum Housing/Code Enforcement Horizon Land Use Plan Multi-Purpose Building Site Plan Winterville Market/Town Common Plan Resurfacing of the Hillcrest Basketball Courts Fork Swamp Greenway Project
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**XIV. REPORTS FROM THE TOWN ATTORNEY, MAYOR AND TOWN COUNCIL, AND TOWN MANAGER.**

**XV. ANNOUNCEMENTS:**

1. Planning and Zoning Board Meeting – November 19, 2018 – 7 pm – Town Hall Assembly Room.
2. Board of Adjustment Meeting – November 20, 2018 – 7 pm – Town Hall Assembly Room.
3. Town Office will be closed on November 22 and 23, 2018 for the Thanksgiving Holiday.
4. Winterville Wonderland Christmas Market – November 29, 2018 – 4 pm to 8 pm – Market on the Square (252 Main Street).
5. Christmas Tree Lighting Ceremony – November 29, 2018 – 6 pm – Market on the Square (252 Main Street).
6. Winterville Wonderland Christmas Market – December 8, 2018 – 12 pm to Dusk – Market on the Square (252 Main Street).
7. Winterville Christmas Parade – December 8, 2018 – 2:00 pm.

**XVIII. ADJOURN.**

**SPECIAL NOTICE:** *Anyone who needs an interpreter or special accommodations to participate in the meeting should notify the Town Clerk, Don Harvey at 215-2344 at least forty-eight (48) hours prior to the meeting. (Americans with Disabilities Act (ADA) 1991.)*



TOWN OF WINTERVILLE  
PUBLIC COMMENT APPLICATION

Name of Applicant: Valerie Tyson

Date: 11-13-18

Address: Winterville

Phone: \_\_\_\_\_

Town Council Meeting Date Requesting to Provide Comment: \_\_\_\_\_

Description of the item(s) to be presented to the Town Council Members. Please be specific.

*Request for Space Dedication for  
Lonnie Cox @ Library*

Name(s) of Speaker(s):

(1) Valerie Tyson

(2) \_\_\_\_\_

(3) \_\_\_\_\_

My signature below acknowledges that I have read the Town of Winterville Public Comment Policy. I agree that as applicant, the speaker(s) named above shall adhere to the Public Comment Policy of the Town of Winterville.

Valerie Tyson  
Signature

Print

Save

Submit



RECEIVED

11/5/2018 HP

Nov. 5, 2018

Greetings:

I, Valerie Tyson, along with family members and citizens of Winterville, N.C. are requesting a Space Dedication in loving memory of Ronnie Earl Cox.

As you may all know, Ronnie and his mother (Valley Cox) were residents of Winterville for the majority of their lives. They have both now transitioned over to another life. They both lived and served their community faithfully.

Ronnie's love for Winterville was expressed through his music. Whether it was about Ballying or Growing Up, his music always had a shout out for Winterville. One of his recordings consisted of a video that he exposed certain areas of Winterville talking on all he "Remembered" Growing up in Winterville.

Ronnie's home away from home was the Winterville Library. If you could not locate him at home, one knew the next stop would be the Library. Ronnie had a particular area in the Library where he would sit and greet everyone that entered with "Hey Cuzz". Everyone was his cousin.



As hard as it is to absorb, Ronnie  
has left us, therefore, we would like  
to keep his memory recognized by  
requesting a "Space dedication" in  
the Winterville Library. We the Grimes-Cox  
family would be honored if the town  
of Winterville would grant us this  
small request in memory and respect  
of Ronnie Earl Cox, for all his recordings of  
Winterville, were not done in vain.

Thank you in advance for the consideration  
of allowing "Ronnie Cox" legacy to  
remain true in representing "Bliss of the  
Good Life" of Winterville, North Carolina

Sincerely,  
Valerie Tyson & Cox Family  
Community of Winterville



Name of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Town Council Meeting Date Requesting to Provide Comment: \_\_\_\_\_

Description of the item(s) to be presented to the Town Council Members. Please be specific.

Name(s) of Speaker(s):

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

**My signature below acknowledges that I have read the Town of Winterville Public Comment Policy. I agree that as applicant, the speaker(s) named above shall adhere to the Public Comment Policy of the Town of Winterville.**

\_\_\_\_\_  
Signature



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** October 8, 2018

**Presenter:** Donald Harvey, Town Clerk

**Item to be Considered**

**Subject:** Council Meeting Minutes.

**Action Requested:** Approval of DRAFT Minutes.

**Attachment:** Minutes for the Council Meetings noted below.

**Prepared By:** Donald Harvey, Town Clerk

**Date:** 11/5/2018

**ABSTRACT ROUTING:**

TC

FD

TM 11/7/2018

Final 11/7/2018

**Supporting Documentation**

Approval of the following sets of Council Meeting Minutes:

- September 10, 2018 Regular Meeting Minutes;
- September 17, 2018 Special Meeting Minutes;
- September 21, 2018 Special Meeting Minutes; and
- October 8, 2018 Regular Meeting Minutes.

**Budgetary Impact:** N/A.

**Recommendation:** Approval of Minutes.



**Winterville Town Council  
September 10, 2018  
Regular Meeting Minutes**

The Winterville Town Council met in a Regular Meeting on the above date at 7:00 PM in the Town Hall Assembly Room, with Mayor Douglas A. Jackson presiding. The following were present:

Douglas A. Jackson, Mayor  
Mark Smith, Mayor Pro Tem  
Ricky Hines, Councilman  
Tony Moore, Councilman  
Johnny Moye, Councilman  
Veronica Roberson Councilwoman  
Keen Lassiter, Town Attorney  
Terri L. Parker, Town Manager  
Ben Williams, Assistant Town Manager  
Ryan Willhite, Police Chief  
David Moore, Fire Chief  
Travis Welborn, Public Works Director  
Robert Sutton, Electric Director  
Anthony Bowers, Finance Director  
Evan Johnston, Parks and Recreation Director  
Bryan Jones, Planning Director  
Donald Harvey, Town Clerk

**CALL TO ORDER:** Mayor Jackson called the meeting to order.

**INVOCATION:** Councilman Moore gave the Invocation.

**PLEDGE OF ALLEGIANCE:** Mayor Jackson led everyone in the Pledge of Allegiance.

**WELCOME:** Mayor Jackson welcomed the public.

**APPROVAL OF AGENDA:**

**Motion made by Councilman Moye and seconded by Councilman Hines to approve the amended agenda. The motion carried unanimously, 5-0.**

**RECOGNITION OF EMPLOYEES:** Electric Utilities Director Sutton introduced the NCAMES Rodeo team members, a resolution from Electricities, and an explanation of the rodeo.

1. Dillion McDaniel, NCAMES Rodeo.
2. Ron Mills, NCAMES Rodeo.
3. Chris Turnage, NCAMES Rodeo.
4. Randall Rouse, NCAMES Rodeo.



## **PRESENTATIONS:**

1. Dr. Lawrence Rouse, President of Pitt Community College. Susan Nobles, Vice President Institutional Advancement will be introducing Dr. Rouse.

Susan Nobles introduced Dr. Lawrence Rouse and the pleasure it is to have him at Pitt Community College with his care and concerns for the students and the community. Dr. Rouse said how honored he is to be President at the best in the world. He spoke how Winterville had been so receptive to all and how Pitt Community College delighted to be a part of Winterville. Look forward to growth in all areas and outreach. Regional impact, educate and empower students. Work together with each other and a part of the community. Work with public schools and ECU. Develop emerging work force. Honored to be Fifth president at Pitt Community College.

2. 2017 Street Improvements Construction Progress Update - Bryan Fagundus, Ark Consulting Group.

Public Works Director Welborn introduced Bryan Fagundus with Ark Consulting Group. He gave a brief summary of the project. He noted the challenges of project involving street resurfacing and storm drainage. Vernon Avenue from Cooper Street to Main Street. Additional areas have popped up in need of repair. Cut out and place select backfill, place stone and pave. Gaylord Street cut out and patched. Construction traffic damaged additional areas. Avoid band-aid repairs. Ange Street needed undercut. March to October best time to work typically. Rebuilt between curbs. Tabard Road at Vernon White and Becket Circle cul-de-sac milled and repaved. Same approach on Depot Street at Fire Department milled and paved. Storm drainage included replacing outdated corrugated metal with reinforced concrete pipe along two places on Cannon Road, problems with waterline separation, replaced with ductile iron. Gayle Blvd and Rosewood Drive, same type treatments including terracotta pipe. Storm pipe, lower end of Craft Winds 48 and 54, and 60-inch pipe failure of additional corrugated pipe at Rosewood Drive and Bayberry Lane. Utility conflicts, backyards impacted by construction at Bayberry Lane, additional utility conflicts upstream has additional problems.

Mayor Jackson noted he wished some people were here to hear this presentation. Mayor Pro Tem Smith noted this was the best project update ever received.

3. How are We Doing? Update on Town Projects and Associated Funding – Assistant Town Manager Williams.

Assistant Town Manager Williams explained funding and projects and being responsible with those funds. Finance Director Bowers and finance department saved \$1 million. Chapman Street culvert project utilized \$1,094,000 of Golden Leaf funds. Hurricane Mathew over \$300,000 of funding for Church Street Pump station elevate lid and rework electrical controls. Drainage issues at Noble Canal basis and Evans Recreation Greenway Study received \$70,000. Water and Sewer \$300,000 asset inventory and assessment studies. Because of the AIA sewer study, grants and loans received \$1,200,000. NTE savings of \$350,000 for just this year. \$4,300,000 total savings in a window of 5-6 years. A team effort of making money last and getting more bang for the buck.

**PUBLIC COMMENT:** Mayor Jackson read the Public Comment Policy.

1. Rob Williams, 2215 Black Horse Lane, Winterville, NC: Mr. Williams spoke concerning parking problems in the Cedar Creek Subdivision. He noted solutions such as no parking on the non-sidewalk side and no parking left of curb. Mayor Jackson noted in previous situations like this, Chief Willhite would assess the situation and report to Council. Councilman Hines asked if the Home Owners

Association is aware. Mr. Williams stated yes, residents try to help the situation. Town Attorney Lassiter noted that the Home Owners Association involvement in a parking situation is unusual. Mr. Williams noted an enforcement issue. Police Chief Willhite to bring recommendation back to Council.

2. Garrett Killian, 405 Edenton Court, Winterville, NC: Mr. Killian spoke concerning the noise situation at the Post Office during the time when Amazon is delivering large quantities of packages. It started last year around Thanksgiving. He suggested several solutions that might help including changing the tent location, place delivery of overnight packages, utilize mats, and modify the noise ordinance. Outreach to Post Office and Federal Government also mentioned. Councilman Hines suggested reaching out to Amazon.

**Motion made by Councilman Hines and seconded by Councilman Moore to send a letter to Amazon on behalf of the citizens of Winterville concerning the problem. The motion carried unanimously, 5-0.**

Council Moore asked Attorney Lassiter if we could redraft the noise ordinance. Attorney Lassiter that we could concerning the governmental exemption.

**Motion made by Councilman Moore and seconded by Mayor Pro Tem Smith for Town Attorney Lassiter to review the noise ordinance to come up with a solution. The motion carried unanimously, 5-0.**

Councilwoman Roberson asked if the Poster Master was aware of the issues he brought to Council. Mr. Killian said he had spoken with her and the problems. Councilman Moye asked if a satellite area for packages was possible.

3. Lawrence Whaley, 400 Edenton Court, Winterville, NC: Mr. Whaley stated he echoed Mr. Killian's comments concerning the Post Office noise situation. Suggested that noise-generating activities be limited after 10 pm and before 6 am.

### **CONSENT AGENDA:**

Councilman Moore ask removal of Item 2. Appointment of Voting Delegate and Alternate Voting Delegate for the Annual NCLM Conference from the Consent Agenda.

Items included in the Consent Agenda:

1. Approval of the following sets of Council Meeting Minutes:
  - May 30, 2018 Budget Workshop #1 – FY 2018-2019 Fiscal Year Budget.
  - May 31, 2018 Budget Workshop #2 – FY 2018-2019 Fiscal Year Budget.
  - June 4, 2018 Budget Public Hearing - FY 2018-2019 Fiscal Year Budget.
3. Charge Tax Collector to Collect 2018-2019 Taxes.
4. Settlement of 2017-2018 Taxes.
5. Mellon Downs – Lots 19, 21, 25, 40, 41, 45, 47, 49, 50, 52, 57, 73, 74, 75, 83 and 85 – Set Public Hearing for Annexation for October 8, 2018.
6. Aces for Autism Property (Parcel #14643) Rezoning - Set Public Hearing for Annexation for October 8, 2018.

**Motion made by Mayor Pro Tem Smith and seconded by Councilman Hines to approve the amended consent agenda. The motion carried unanimously, 5-0.**

2. Appointment of Voting Delegate and Alternate Voting Delegate for the Annual NCLM Conference, Hickory, NC.

**Motion by Councilman Moore and seconded by Councilman Moyer to appointment Councilwoman Roberson, Voting Delegate and Councilman Moyer, Alternate Voting Delegate for the Annual NCLM Conference. The motion carried unanimously, 5-0.**

**OLD BUSINESS:**

1. Purchase of Altec Industries 60 foot Bucket Truck through Sourcewell Purchasing Cooperative: Electric Utility Director Sutton presented:

The 2018-2019 Electric Fund Budget allocated monies for the purchase of a bucket truck. Staff received a quote of \$239,520.00 for the requested bucket truck from Altec Industries, Inc. The purchasing cooperative, Sourcewell secured the quote rather than the state purchasing contract. The vendor supplying the quote, Altec Industries, Inc., awarded the sales contract through Sourcewell. Similar to the award of state purchasing contracts, Altec's contract received after Sourcewell performed a thorough vetting process of several vendors. This process is similar to the state contract process except for national scale purchases versus state level. The FYE 19 Budget allocated \$285,000.00 for the purchase of a bucket truck. The quote of \$239,520.00 is \$45,480.00 below the projected and Council approved amount. This reduction is due in part to the ability of the purchasing cooperative to award national level contracts versus state level. Staff requests approval to purchase an Altec bucket truck per quote.

**Motion made by Mayor Pro Tem Smith and seconded by Councilwoman Roberson to approve the purchase of the Bucket Truck as presented. The motion carried unanimously, 5-0.**

2. Purchase of John Deere 410L Backhoe Loader through Sourcewell Purchasing Cooperative: Electric Utility Director Sutton presented.

The 2018-2019 Electric Fund Budget allocated monies for the purchase of a backhoe. Staff received a quote of \$114,497.12 for the requested backhoe from James River Equipment. The quote secured using the purchasing cooperative, Sourcewell, rather than the state purchasing contract. The vendor supplying the quote, James River Equipment awarded the backhoe sales contract through Sourcewell. Similar to the award of state purchasing contracts, James River Equipment's contract received after Sourcewell performed a thorough vetting process of several vendors. This process is similar to the state contract process except for national scale purchases versus state level. James River awarded the state contract for this equipment. The state contract price for the backhoe was \$121,250.00. The FYE 19 Budget allocated \$130,000.00 for the purchase of a backhoe. The quote of \$114,497.12 is \$15,502.88 below the projected and Council approved amount. This reduction is due in part to the ability of the purchasing cooperative to award national level contracts versus state level. Staff requests approval to purchase John Deere 410L backhoe per quote

**Motion made by Mayor Pro Tem Smith and seconded by Councilman Hines to approve the purchase of the Backhoe Loader as presented. The motion carried unanimously, 5-0.**

3. Award of Contract for Hillcrest Park Basketball Court Resurfacing: Parks and Recreation Director Johnston presented.

The Town received Proposals from two (2) vendors in response to Hillcrest Park Basketball Court Surfacing Request for Bid (RFB), North State Resurfacing and Court One. North State Resurfacing submitted the low bid at \$21,343.50. North State Resurfacing completed the tennis court resurfacing at Winterville Recreation Park in 2017. Their staff was easy to work with and work was satisfactory. Amount budgeted in current fiscal year for basketball court surfacing is \$20,000. Total amount of project, including base bid and all alternates, is \$1,343.50 above budgeted amount. To create a quality and lasting finished project, Staff feels that it is in the best interest of the Town to complete project base bid and all alternates. Additional funding not needed as the cost in excess of the budgeted amount covered by current fiscal year budget. Staff recommends awarding Hillcrest Park basketball court surfacing project, including base bid and alternates, to North State Resurfacing.

**Motion made by Mayor Pro Tem Smith and seconded by Councilman Hines to award the resurfacing contract as presented. The motion carried unanimously, 5-0.**

Town Manager Parker made a special presentation to Fire Chief Moore from the National Fire Academy for Executive Fire Officer. Fire Chief Moore with his family accepted the certificate from Mayor Jackson and Town Manager Parker



**NEW BUSINESS:**

1. Selection of Consultant for Horizon Land Use Plan – Stewart: Planning Director Jones presented.

The Town solicited proposals from land use planning consultants with demonstrated qualifications and experience to work with Town officials to review existing land use regulations, gather public input, evaluate current infrastructure, service levels and capacity for growth, and develop/implement a final



recommended Comprehensive Land Use Plan for the Town. The Planning Department advertised a Request for and received three proposals: The Mid-East Commission, Holland Consulting, and Stewart submitted proposals. The Selection Committee (Town Manager Parker, Assistant Town Manager Williams, Planning Director Jones, and Economic Development Planner Penn) interviewed the three consulting firms. Based on the RFP requirements and the interview evaluations, the Selection Committee unanimously recommends Stewart as the consultant. Staff recommends awarding the contract to Stewart, contingent upon agreeing to a scope and fee within the budgeted amount.

Councilwoman Roberson noted that the Town is a part of Mid-East Commission. She is concerned with cost differences and low bid. Town Manager Parker stated experience and staff major factors. Councilman Hines noted on Southwest Bypass dealing with them indicated a good fit for the Town and this project. Planning Director Jones noted the compared prices, selection within, Mid-East low and lack of staff. Councilwoman Roberson stated Mid-East is capable. Town Manager Parker we understand being good stewards of funds. Councilman Moye asked is the Mid-East Commission qualified. Town Manager Parker said not the most qualified.

**Motion made by Mayor Pro Tem Smith and seconded by Councilman Hines to award the Consultant contract for the Horizon Land Use Plan to Stewart as presented. The motion carried, 4-1. Councilwoman Roberson opposed.**

2. Discussion and Approval of Contract between Pitt County Schools and the Town of Winterville for one (1) School Resource Officer (Town officer), assigned at AG Cox Middle School, with secondary duties at both WH Robinson and Creekside Elementary Schools: Police Chief Willhite presented.

Pitt County Schools has requested that the Town enter into a contract to supply a School Resource Officer (RSO) in the county schools within our jurisdiction. The county has proposed a one (1) year contract, which will pay the SRO's salary and benefits (\$61,550) and the Town would be responsible for the equipment, uniforms, vehicle and training. The SRO assigned at A.G. Cox middle school, with secondary duties at both WH Robinson and Creekside Elementary Schools as needed or prudent. The County will make 12 monthly installments to the Town to reimburse the salary and benefits cost. As with other SRO's throughout the county, we expect this contract to be annually renewed. The Police Department's current budget will absorb equipment, uniform, vehicle and training costs (\$32,400). Staff requests approval of the Proposed Contract.

Police Chief Willhite discussed the School Resource Officer Contract; he noted that Town Manager Parker and Town Attorney Lassiter had reviewed the contract. He explained that this would help build relations with the schools. Town Manager Parker noted that it was one officer for A. G. Cox, with some time spent at two elementary schools. We had been sharing one officer with Grifton in past. Councilman Hines asked if this was a 12-month term. Police Chief Willhite said yes with summers being camps, training, and vacation. Town Attorney Lassiter stated the contract ends June 30<sup>th</sup>. Councilman Moye asked what was paid. Pitt County Schools pays salary and benefits. Town pays vehicle and equipment. Councilwoman Roberson asked what happens in a Town emergency. Police Chief Willhite said will be able to respond in Town.

**Motion made by Councilman Moore and seconded by Councilwoman Roberson to approve the contract between Pitt County Schools and the Town of Winterville for one (1) School Resource Officer. The motion carried unanimously, 5-0.**

3. Budget Amendment: Finance Director Bowers presented.

This is the second budget amendment for the 2018-2019 Fiscal Year. This amendment addresses the need to purchase rifles, sights, and targets. These items needed because of the new positions funded in the budget this year. Funding for these purchases come from asset forfeiture funds. These funds collected by the courts and distributed to participating governmental entities. The state general statute identifies what the respective law enforcement units can spend on the funds. This amendment also includes funding from Pitt County Schools for a school resource officer. Pitt County Schools will cover the salary and benefits for \$61,547.34. The Town will cover the cost of equipping the officer and providing a vehicle. The amount of the initial cost to the town will be \$32,400 for the new vehicle. The other cost will be absorbed in operation budget. The total budget amendment is \$100,223. Staff requests approval of the Budget Amendment.

BUDGET ORDINANCE AMENDMENT 18-18-2

BE IT ORDAINED by the Governing Board of the Town of Winterville, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2019:

SECTION 1. Revenues are to be changed as follows:

LINE ITEM DESCRIPTION		Fund	Increase	Decrease
Fund Balance Contribution	10 3831	General	\$ 38,673	
School Resource Officer Grant	10	General	\$ 61,550	
Total			\$ 100,223	\$ -

SECTION 2. Appropriations are to be changed as follows:

LINE ITEM DESCRIPTION	Department	Fund	Increase	Decrease
Asset Forfeiture Allocation	1043431000 4263 Police	General	\$ 6,273	
Salaries	1043431000 4120 Police	General	\$ 61,550	
Capital Outlay	1043431000 7150 Police	General	\$ 32,400	
Total			\$ 100,223	\$ -

Adopted the 10th day of September 2018.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

**Motion made by Councilman Moore and seconded by Councilman Moye to approve the Budget Amendment as presented. The motion carried unanimously, 5-0.**

4. 2018 Christmas Tree Lighting Ceremony Date: Parks and Recreation Director Johnston presented.

The traditional date of the Winterville Christmas Tree Lighting Ceremony and the Mayor / Council Reception is the first Thursday of December (December 6, 2018). Staff recommends moving the 2018 Christmas Tree Lighting Ceremony and Mayor / Council Reception to November 29<sup>th</sup>. Staff recommends changes based off the following rationale:

- Christmas Tree Lighting Ceremony and Reception is traditionally in week preceding Christmas Parade. For 2018, 1<sup>st</sup> Thursday in December (December 6<sup>th</sup>) falls same week as Christmas Parade date, 1<sup>st</sup> Saturday in December (December 8<sup>th</sup>). Moving Tree Lighting Ceremony to November 29<sup>th</sup> will allow Tree Lighting Ceremony to take place in week preceding Christmas Parade.
- Town Christmas Tree and other decorations placed typically the week of Thanksgiving or the following week. By moving the Christmas Tree Lighting Ceremony up one week to November 29<sup>th</sup>, the Town could light the Christmas Tree and accompanying decorations placed shortly after these items.

Staff recommends moving date of 2018 Christmas Tree Lighting Ceremony and Reception from December 6th to November 29th.

**Motion made by Councilman Moore and seconded by Councilwoman Roberson to approve the item. The motion carried unanimously, 5-0.**

**OTHER AGENDA ITEMS:**

1. Councilman Hines asked that we honor Mr. Cooper and other Council members that have died. Town Manager Parker said she was working on getting a photographer to update photographs and honor former Council Members.
2. Councilman Moye asked about Mid-East qualifications on the land use plan issue. Town Manager Parker stated qualifications presented included percentage of time on the project. Councilwoman Roberson said all involved provided information. Councilman Moye stated he needs education. Town Manager Parker noted the two had more experience than other one, selected most responsive. In the future, responses will be included in agenda information.
3. Councilman Hines reminded everyone of the Pitt County Fair. We will have an unmanned booth and Town Manager Parker will judge the pies.

**Motion made by Councilman Hines and seconded by Councilman Moye to approve \$200 for the Pitt County Fair unmanned booth. The motion carried unanimously, 5-0.**

**REPORTS FROM DEPARTMENT HEADS:**

1. Assistant Manager Williams updated on projects currently underway:
  - Regional Sewer Pump Station Project: well underway
  - Chapman Street Culvert - Nobel Canal Drainage Basin Study: preliminary design started
  - 2018 SRF Application (Sewer Rehabilitation): advertised the engineering services
  - NTE Plant Construction Project: Ribbon cutting service held on August 28<sup>th</sup>
  - Minimum Housing/Code Enforcement: grass cutting continuing, new building inspector starts September 24<sup>th</sup>, Attorney Lassiter proceeding on cases
  - Horizon Land Use Plan: contract awarded earlier tonight
  - Multi-Purpose Building Site Plan: revised study, need land
  - Winterville Market/Town Common Plan: engineer selected
  - Resurfacing of the Hillcrest Basketball Courts (See above in Old Business.): contract awarded earlier tonight
  - Fork Swamp Greenway Project: agencies contacted, consultant working, searching for funding

**REPORTS FROM THE TOWN ATTORNEY, MAYOR, AND TOWN COUNCIL, AND TOWN MANAGER:**

Attorney Lassiter: No report, Watermelon Festival was a great success this year. Thanks to the Council and Town staff for their assistance.

Councilman Moore: Academy Street house, Staff noted there was some interest, however nothing developed, thus process will begin to demolish. Thanks for flowers and prayers for him and his son.

Councilwoman Roberson: None

Mayor Pro-Tem Smith: None

Councilman Moye: Thanks to Assistant Town Manager Williams for driving to the NTE ribbon cutting. It was awesome to see what we are a part. Railroad Street house near the school needs something.

Assistant Town Manager Williams noted that the new inspector would work on that as soon as he gets on the job. Councilman Moye asked about Noble Canal, project needs done on original part Mill Street to Chapman Street. Assistant Town Manager Williams noted the \$1.09 million was to evaluate repairs in a footprint. Engineer aware to get original issue and evaluate costs. Town Manager Parker stated that we continue to look at options. Assistant Town Manager Williams said vegetation best help and relayed that to the Engineer.

Councilman Hines: He piggybacked on Watermelon Festival success. Noted to be aware of pending storm and prayers for the staff.

Mayor Jackson: Noted he received a phone call concerning a ditch from Church Street to Reedy Branch Road. Public Works Director Welborn noted that the Town does not maintain that ditch; Pitt County Drainage District or State DOT is responsible. Mayor Jackson thanked Councilman Moye, Councilman Hines, Assistant Town Manager Williams, and Electric Director Sutton at Electricities. Mayor Jackson stated he had a nurse thank him for thoroughly enjoying the Watermelon Festival.

**ANNOUNCEMENTS:** Town Clerk Harvey gave the following announcements.

1. Special Called Meeting – September 17, 2018 – 5:30 pm – Town Hall Executive Conference Room.
2. Planning and Zoning Board Meeting – September 17, 2018 – 7 pm – Town Hall Assembly Room.
3. Board of Adjustment Meeting – September 18, 2018 – 7 pm – Town Hall Assembly Room.
4. Community Day – September 15, 2018 – 1 pm – 6 pm - Winterville Recreation Park.
5. Operation Beautification – September 15, 2018, 9 am – Winterville Train Depot.
6. 2018 NCLM Conference – September 19 – 21, 2018, Hickory, NC.

Town Manager Parker: She spoke with many people at the Ideal Living Retirement Trade Show she and Stephen Penn just returned and the state and our area is a very popular location area. Many thanks to those involved and assisting with the Watermelon Festival. She thanked staff for planning for the upcoming storm.

**ADJOURN:** Motion made by Councilman Moore and seconded by Councilman Moye to adjourn regular meeting. Motion carried unanimously, 5-0.

Adopted this the 13<sup>th</sup> day of November, 2018.

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Douglas A. Jackson, Mayor

ATTEST:



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Donald Harvey, Town Clerk



**Winterville Town Council  
September 17, 2018  
Special Meeting Minutes**

The Winterville Town Council met in a Special Meeting on the above date at 5:30 PM in the Town Hall Executive Conference Room, with Mayor Douglas A. Jackson presiding. The following were present:

Douglas A. Jackson, Mayor  
Mark Smith, Mayor Pro-Tem  
Ricky Hines, Councilman  
Tony Moore, Councilman  
Johnny Moye, Councilman  
Veronica Roberson Councilwoman  
Terri L. Parker, Town Manager  
Ben Williams, Assistant Town Manager  
David Moore, Fire Chief  
Anthony Bowers, Finance Director  
Donald Harvey, Town Clerk

**CALL TO ORDER:** Mayor Jackson called the meeting to order.

**INVOCATION:** Mayor Jackson gave the Invocation.

**WELCOME:** Mayor Jackson welcomed the public.

**APPROVAL OF AGENDA:**

Motion made by Councilman Hines and seconded by Councilwoman Roberson to approve the agenda. The motion carried unanimously, 5-0.

**ITEM FOR DISCUSSION:**

Town Manager Parker introduced the information concerning the two grants received for the Fire Department by the Town and Fire Chief Moore gave the following presentation.

# 2017 SAFER GRANT AWARD

Staffing for Adequate Fire & Emergency Response

## 2017 SAFER GRANT

- ◆ Hiring of Firefighters
- ◆ Recruitment and Retention of Volunteer Firefighters

## 2017 SAFER GRANT

- ◆ The Staffing for Adequate Fire and Emergency Response Grants (SAFER) was created to provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, "front line" firefighters available in their communities. The goal of SAFER is to enhance the local fire department's abilities to comply with staffing, response, and operational standards established by the NFPA.

## 2017 SAFER GRANT

- ◆ \$345,000,000 in available funding
- ◆ 300 projected awards
  - ◆ Hiring of Firefighters
  - ◆ Recruitment & Retention of Volunteer Firefighters

## Hiring of Firefighters

	Year One	Year Two	Year Three	Year Four→
Federal Share	75%	75%	35%	0%
Local Share	25%	25%	65%	100%

## Recruitment of Volunteer Firefighters

	Year One	Year Two	Year Three	Year Four	Year Five→
Federal Share	100%	100%	100%	100%	0%
Local Share	0%	0%	0%	0%	100% (Position)

## 2017 SAFER GRANT Recruitment

- ◆ Bostic, NC \$144,816
- ◆ Supply, NC \$157,056
- ◆ Gastonia, NC \$231,580
- ◆ Robbins, NC \$215,312
- ◆ Lenoir, NC \$158,456
- ◆ Wilkes/iredell \$130,704
- ◆ Kenly, NC \$134,960
- ◆ Lexington, NC \$156,624
- ◆ Albemarle, NC \$161,996
- ◆ Bryson City, NC \$182,080
- ◆ Traphill, NC \$412,300
- ◆ Yancyville, NC 131,280
- ◆ Fountain, NC \$101,956
- ◆ Danbury, NC \$161,660
- ◆ Jacksonville, NC \$18,500
- ◆ Bell Arthur, NC \$120,920
- ◆ Otto, NC \$259,870
- ◆ Ferguson, NC \$202,284

## 2017 SAFER GRANT Hiring

- ◆ Lewisville, NC \$195,508
- ◆ Lincolnton, NC \$244,457
- ◆ Ashville, NC \$802,915
- ◆ Conover, NC \$241,620
- ◆ Southern Pines, NC \$543,668
- ◆ Henderson, NC \$299,291
- ◆ Climax, NC \$170,689
- ◆ Selma, NC \$261,006
- ◆ Statesville, NC \$532,800
- ◆ Salisbury, NC \$732,235

## 2017 SAFER GRANT Recruitment

- ◆ Winterville, NC \$536,508

	Year One	Year Two	Year Three	Year Four	Total
Personnel	\$41,030	\$41,030	\$41,030	\$41,030	\$164,120
Benefits	\$67,477	\$67,477	\$67,477	\$67,477	\$269,908
Equipment	\$58,935				\$58,935
Contractual	\$43,545				\$43,545
<b>Total</b>	<b>\$210,987</b>	<b>\$108,507</b>	<b>\$108,507</b>	<b>\$108,507</b>	<b>\$536,508</b>

## Recruitment and Retention

- ◆ PPE- \$58,935
- ◆ New Member Costs- \$3,525
- ◆ Training-\$40,020
- ◆ Member Benefits-\$50,000

## 2017 SAFER GRANT Hiring

- ◆ Winterville, NC \$1,506,182 (Federal)

## 2017 SAFER GRANT Hiring

- ◆ Winterville, NC \$1,506,182 (Federal)
- ◆ Options... 1, 2, and 3



# Option 1

OPTIONS	YEAR ONE		YEAR TWO		YEAR THREE		YEAR FOUR →	
	FEDERAL	TOWN	FEDERAL	TOWN	FEDERAL	TOWN	FEDERAL	TOWN
#1	\$504,828	\$168,276	\$504,858	\$168,276	\$235,600	\$437,543	\$0	\$673,143

◆ Hire 8 Engineers (\$38,916), and 4 Firefighters (\$34,944)

# Option 2

OPTIONS	YEAR ONE		YEAR TWO		YEAR THREE		YEAR FOUR	
	FEDERAL	TOWN	FEDERAL	TOWN	FEDERAL	TOWN	FEDERAL	TOWN
#2	\$492,912	\$164,304	\$492,927	\$164,304	\$230,032	\$427,203	\$0	\$657,235

◆ Hire 4 Engineers (\$38,916) and 8 Firefighters (\$34,944)

# Option 3

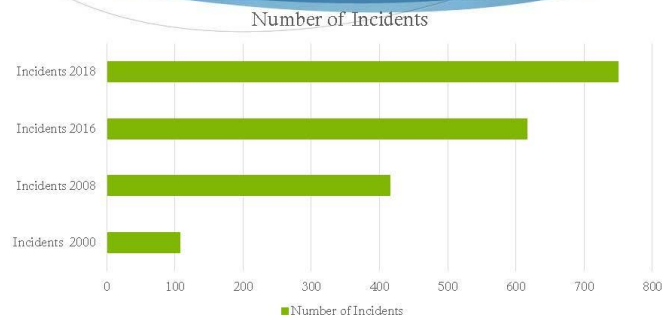
OPTIONS	YEAR ONE		YEAR TWO		YEAR THREE		YEAR FOUR	
	FEDERAL	TOWN	FEDERAL	TOWN	FEDERAL	TOWN	FEDERAL	TOWN
#3	\$332,580	\$110,860	\$332,595	\$110,865	\$155,211	\$288,249	\$0	\$443,460

Hire 4 Engineers (\$38,916), and 4 Firefighters (\$34,944).

## 2017 SAFER GRANT Hiring

Option 1	\$673,143.00	8 Engineers, 4 Firefighters
Option 2	\$657,235.00	4 Engineers, 8 Firefighters
Option 3	\$443,460.00	4 Engineers, 4 Firefighters

## CALL VOLUME



## COSTS-REVENUES

- ◆ Town Tax Rate is \$.475 and 1 Cent of Property Tax generates approximately \$68,500
- ◆ Staff anticipates 1-2% growth per year
- ◆ \$.05 Increase (\$.525) would generate \$342,500

## WHAT DOES THIS MEAN?

- ◆ \$150,000 Home would pay about \$75.00 more per year.
- ◆ \$250,000 Home would pay about \$125.00 more per year

Fire Chief Moore asked if there were any questions. Town Manager Parker said we struggled with the sources of revenue. Looked at a three-tier approach of current budget over the term of the grant period, conservative growth factors, and tax rate increase. Councilman Hines asked if Finance Director Bowers looked at the numbers. What benefits as homeowners with a full time fire department, what happens to fire rating for the Town. Fire Chief Moore said primary benefit is operation and ISO rate should improve.

Town Manager Parker commented this is only funding mechanism to get a paid staff. Councilman Hines asked who prepared the application. Fire Chief Moore stated he did. We were very fortunate to get both grants funded. Councilwoman Roberson asked for the Town portion of the grants, would there be a tax increase. Town Manager Parker said would need to absorb and allocate funds. Mayor Jackson asked when increase would go into effect. Town Manager Parker said we would look at any increase during the budgetary process.

Councilman Moore asked if we had not used fund balance this year, how much taxes would have increased this year. Finance Director Bowers said there are numerous factors and it is difficult say exactly. Councilwoman Roberson noted the new subdivisions would build out. Councilman Moye noted if growth figures are high, the options are fund balance or a tax increase. Town Manager Parker said there are other options including the Fire Department budget. Councilwoman Roberson asked about the County evaluation and that impact. The County does not contribute any funds to the Fire Department.

Councilman Hines asked could we asked for a reduced amount of the grants. Fire Chief Moore said what we presented was an amended amount. Town Manager Parker stated there would be some onetime expenses and costs with the recruitment.

Mayor Jackson asked about the number of volunteers decreasing. Fire Chief Moore stated we need more volunteers. The retention grant would help with that and bring in some benefits.

Mayor Jackson asked for any further discussion or any more questions. Hearing none what is the Board's pleasure.

**Motion made by Councilwoman Roberson and seconded by Councilman Hines to accept the grants and subsequent funding requirements.**

Councilman Moye and Councilman Moore commented they needed more time. Councilman Hines asked what the deadline to accept is Monday, September 24, 2018 at 5:00 pm. Councilwoman Roberson noted we are growing and we need to move to a paid Fire Department. Councilman Hines said there is a need to start looking long range. Mayor Jackson commented that everything changes.

**The motion failed, 2-3, Councilman Moore. Councilman Moye and Mayor Pro-Tem Smith opposed.**

Mayor Pro-Tem Smith commented we need more thought. This is a money issue. Councilman Moye commented what is the benefit and needs to talk to citizens.

**Motion made by Councilman Moye and seconded by Mayor Pro-Tem Smith to meet again on Friday, September 21, 2018 at 5:00 P.M. for additional discussion. The motion carried 4-1, Councilwoman Roberson opposed.**

**ADJOURN: Motion made by Councilman Moore and seconded by Councilman Hines to adjourn regular meeting. Motion carried unanimously, 5-0.**

Adopted this the 13<sup>th</sup> day of November, 2018.

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Douglas A. Jackson, Mayor

ATTEST:

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Donald Harvey, Town Clerk



**Winterville Town Council  
September 21, 2018  
Special Meeting Minutes**

The Winterville Town Council met in a Special Meeting on the above date at 5:00 PM in the Town Hall Executive Conference Room, with Mayor Douglas A. Jackson presiding. The following were present:

Douglas A. Jackson, Mayor  
Mark Smith, Mayor Pro-Tem  
Ricky Hines, Councilman via FaceTime  
Tony Moore, Councilman via Telephone  
Johnny Moyer, Councilman  
Veronica Roberson, Councilwoman  
Terri L. Parker, Town Manager  
Ben Williams, Assistant Town Manager  
David Moore, Fire Chief  
Ryan Willhite, Police Chief  
Anthony Bowers, Finance Director  
Donald Harvey, Town Clerk

**CALL TO ORDER:** Mayor Jackson called the meeting to order.

**INVOCATION:** Mayor Pro-Tem Smith gave the Invocation.

**WELCOME:** Mayor Jackson welcomed the public.

**APPROVAL OF AGENDA:**

**Motion made by Councilman Moyer and seconded by Councilwoman Roberson to approve the agenda. The motion carried unanimously, 5-0.**

**ITEM FOR DISCUSSION:**

Discuss information concerning the two SAFER grants for the Fire Department and possible tax increase.

Councilman Moyer asked for a show of hands of those present, how many homeowners in the Town limits. A majority indicated that they did. He asked if a tax increase needed would, it be now or at the end of the grants. Town Manager Parker responded to say that any tax increase would depend on the tax base, growth, development, and budget needs. Councilman Moyer asked if there were no changes is there a need for a tax increase. Town Manager Parker reiterated the factors to considered relating to a tax increase need.

Councilman Hines asked what our options are. Town Manager Parker said an adjustment would be sliding, depending on the performance periods at the time. There are options. Hines ask what the rationale of the services

Mayor Pro-Tem Smith called for a vote

Mayor Jackson asked for any further discussion or any more questions. Hearing none what is the Board's pleasure.

**Motion made by Mayor Pro-Tem Smith and seconded by Councilwoman Roberson to approve the 2017 SAFER Grant for the recruitment and retention of volunteer firefighters and subsequent funding requirements. The motion carried 4-1, Councilman Moore opposed.**

**Motion made by Councilwoman Roberson and seconded by Councilman Hines to approve the 2017 SAFER Grant for the hiring of firefighters and subsequent funding requirements. The motion carried 4-1, Councilman Moore opposed.**

**ADJOURN: Motion made by Mayor Pro-Tem Smith and seconded by Councilwoman Roberson to adjourn the special meeting. Motion carried unanimously, 5-0.**

Adopted this the 13<sup>th</sup> day of November, 2018.

\_\_\_\_\_  
Douglas A. Jackson, Mayor

ATTEST:

\_\_\_\_\_  
Donald Harvey, Town Clerk



**Winterville Town Council  
October 8, 2018  
Regular Meeting Minutes**

The Winterville Town Council met in a Regular Meeting on the above date at 7:00 PM in the Town Hall Assembly Room, with Mayor Douglas A. Jackson presiding. The following were present:

Douglas A. Jackson, Mayor  
Mark Smith, Mayor Pro-Tem  
Ricky Hines, Councilman  
Tony Moore, Councilman  
Johnny Moye, Councilman  
Veronica Roberson Councilwoman  
Keen Lassiter, Town Attorney  
Terri L. Parker, Town Manager  
Ben Williams, Assistant Town Manager  
Ryan Willhite, Police Chief  
David Moore, Fire Chief  
Travis Welborn, Public Works Director  
Robert Sutton, Electric Director  
Anthony Bowers, Finance Director  
Evan Johnston, Parks and Recreation Director  
Bryan Jones, Planning Director  
Mike Brown, Building Inspector/Code Enforcement Officer  
Donald Harvey, Town Clerk

**CALL TO ORDER:** Mayor Jackson called the meeting to order.

**INVOCATION:** Mayor Pro Tem Smith gave the Invocation.

**PLEDGE OF ALLEGIANCE:** Mayor Jackson led everyone in the Pledge of Allegiance.

**WELCOME:** Mayor Jackson welcomed the public.

**APPROVAL OF AGENDA:**

Manager Parker noted an amendment to the Agenda in front of Council and located on the table at the entrance.

**Motion made by Councilman Moye and seconded by Councilman Hines to approve the amended agenda. The motion carried unanimously, 5-0.**



**RECOGNITION OF EMPLOYEES:**

1. Mike Brown, Building Inspector/Code Enforcement Officer introduced by Assistant Town Manager Williams.
2. Alexander Alves, Paramedic and Firefighter introduced by Fire Chief Moore.

Mayor Jackson read letter from a citizen commending emergency services on helping them. Councilwoman Roberson echoed another situation where rescue personnel had assisted them.

**PUBLIC HEARINGS:**

1. Annexation - Mellon Downs, Ph. 2A and 2B: Lots 19, 21, 25, 40, 41, 45, 47, 49, 50, 52, 57, 73, 74, 75, 83, and 85. Planning Director Jones gave the following presentation.


 Town Council– October 8, 2018

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**Mellon Downs**  
(Phases 2A and 2B: Lots 19, 21, 25, 40, 41, 45, 47, 49, 50, 52, 57, 73, 74, 75, 83, and 85)  
**Annexation**  
**Public Hearing**

Presenter:  
Bryan Jones,  
Planning Director



 Mellon Downs- Annexation

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**Site Data:**

- Located off of Laurie Ellis Road west of Old Tar Road
- Current Zoning: R-12.5
- Size: 16 Lots, R/W Mockingbird Lane and Oakwood Drive

**Annexation Process:**

- 1st Council Meeting: Direct Town Clerk to Investigate the Sufficiency of the Annexation (8/13/18).
- 2nd Council Meeting: Schedule a Public Hearing for the Annexation (9/10/18).
- 3rd Council Meeting: Hold Public Hearing on the Annexation (10/8/18).

❖ Petitioners and adjacent property owners within 100' mailed notification on Sept. 26, 2018.  
❖ Public Notice published in the Daily Reflector on 9/26/18 and 10/3/18.





Town of Winterville  
Annexation Ordinance

Ordinance No: **18-O-101**

Property Annexed: Mellon Downs, Phases 2A and 2B: Lots 19, 21, 25, 40, 41, 45, 47, 49, 50, 52, 57, 73, 74, 75, 83, and 85

Ordinance Adopted: October 8, 2018

Effective Date: October 31, 2018

Mail to:

Town of Winterville  
Planning Department  
2571 Railroad Street  
Winterville, NC 28590

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE  
TOWN OF WINTERVILLE, NORTH CAROLINA**

**Mellon Downs, Phases 2A and 2B: Lots 19, 21, 25, 40, 41, 45, 47, 49, 50, 52, 57, 73, 74, 75, 83, and 85**

**WHEREAS**, the Town Council has been petitioned under NCGS 160A-31 to annex the area described below; and

**WHEREAS**, the Town Council has, by resolution, directed the Acting Town Clerk to investigate the sufficiency of the petition; and

**WHEREAS**, the Acting Town Clerk has certified the sufficiency of the petition and a public hearing on the question of annexation was held at the Winterville Town Hall at 7:00 pm on October 8, 2018 after due notice was given by publication on September 26, 2018 and October 3, 2018; and

**WHEREAS**, the Town Council finds that the petition meets the requirements of NCGS 160A-31;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Winterville, North Carolina that:

Section 1. By virtue of the authority granted by NCGS 160A-31, the following described territory is hereby annexed and made part of the Town of Winterville as of October 31, 2018:

**Mellon Downs, Phases 2A and 2B: Lots 19, 21, 25, 40, 41, 45, 47, 49, 50, 52, 57, 73, 74, 75, 83, and 85**

A certain tract of land in the Mellon Downs Subdivision, Phase II-A and 11-B, on Mockingbird Lane and Oakwood Drive and being more particularly described as follows:

Beginning at an iron stake found on the Eastern Right-of-Way Line of Mockingbird Lane, 60 foot Right-of-Way, said iron being the Northwest corner of Lot 26 Mellon Downs, Phase II-A, as recorded in Map Book 79, Page 47; **THENCE** from said point of beginning and with said Right-of-Way Line, South 09 degs. 51 min. 19 sec. West, 13.58 feet to a point; thence along the arc of a curve having a radius of 360.0 feet and curving to the right, 66.08 feet, (chord South 14 degs. 46 min. 37 sec. West, 65.99 feet) to a point; thence leaving said Right-of-Way Line and along the Northern line of Lot 25, South 69 degs. 10 min. 08 sec. East, 189.79 feet to an iron stake set; thence South 69 degs. 41 min. 14 sec. East, 54.82 feet to a point; thence South 42 degs. 39 min. 13 sec. West, 141.27 feet to a point; thence North 54 degs. 34 min. 18 sec. West, 206.34 feet to a point on the Eastern Right-of-Way Line of Mockingbird Lane; thence with said line and along the arc of a curve having a radius of 360.0 feet and curving to the right, 98.04 feet, (chord South 40 degs. 26 min. 17 sec. West, 97.74 feet) to a point; thence South 48 degs. 14 min. 20 sec. West, 142.02 feet to a point; thence leaving

said Right-of-Way Line and along the Northern line of Lot 21, South 41 degs. 43 min. 56 sec. East, 189.53 feet to a point; thence North 50 degs. 14 min. 22 sec. East, 114.20 feet to a point; thence South 40 degs. 10 min. 27 sec. East, 151.08 feet to a point on the Northern Right-of-Way Line of Oakwood Drive; thence with said line, North 49 degs. 45 min. 41 sec. East, 83.76 feet to an iron stake found; thence crossing Oakwood Drive, South 40 degs. 14 min. 01 sec. East, 59.97 feet to an iron stake found on the Southern Right-of-way Line of Oakwood Drive; thence with said line, South 49 degs. 39 min. 40 sec. West, 35.21 feet to a point; thence leaving said line and along the Northern line of Lot 73, South 40 degs. 10 min. 27 sec. East, 181.54 feet to a point; thence South 34 degs. 23 min. 16 sec. West, 79.58 feet to a point; thence South 65 degs. 53 min. 15 sec. East, 187.66 feet to a point on the Western Right-of-Way Line of Oakwood Drive; thence with said line, North 24 degs. 06 min. 45 sec. East, 870.0 feet to a point; thence leaving said line and with the Northern line of Lot 84, North 65 degs. 53 min. 15 sec. West, 173.15 feet to a point; thence North 34 degs. 23 min. 16 sec. East, 81.98 feet to an iron stake found; thence South 65 degs. 38 min. 51 sec. East, 158.53 feet to a point on the Western Right-of-Way Line of Oakwood Drive; thence with said line, North 24 degs. 04 min. 22 sec. East, 83.58 feet to an iron stake found, thence crossing Oakwood Drive, South 65 degs. 53 min. 09 sec. East, 60.06 feet to an iron stake found on the Eastern Right-of-Way Line of Oakwood Drive and being the Northwest corner of Lot 57; thence leaving said Right-of-Way Line and along the Northern line of Lot 57, South 65 degs. 52 min. 52 sec. East, 160.17 feet to an iron stake found; thence South 24 degs. 20 min. 52 sec. West 95.04 feet to a point on the Northern Right-of-Way Line of Sparrow Lane; thence with said line, North 65 degs. 53 min. 15 sec. West, 139.78 feet to a point; thence along the arc of a curve having a radius of 20.0 feet and curving to the right, 31.42 feet, (chord North 20 degs. 53 min. 15 sec. West, 28.28 feet) to a point on the Eastern Right-of-Way Line of Oakwood Drive; thence with said line South 24 degs. 06 min. 45 sec. West, 338.41 feet to a point; thence along the arc of a curve having a radius of 175.0 feet and curving to the right, 67.88 feet, (chord South 35 degs. 13 min. 25 sec. West, 67.45 feet) to a point; thence leaving said Right-of-Way Line and along the Northern line of Lot 52, South 43 degs. 39 min. 54 sec. East, 186.99 feet to a point, thence South 24 degs. 03 min. 52 sec. West, 80.20 feet to an iron stake found; thence North 89 degs. 59 min. 06 sec. West, 94.02 feet to a point; thence North 20 degs. 11 min. 26 sec. West, 182.0 feet to a point on the Southern Right-of-Way Line of Oakwood Drive, thence with said Line and along the arc of a curve having a radius of 175.0 feet and curving to the right, 61.77 feet, (chord South 79 degs. 55 min. 18 sec. West, 61.45 feet) to a point; thence North 89 degs. 57 min. 53 sec. West, 14.43 feet to a point; thence leaving said Right-of-Way Line and along the Eastern line of Lot 50, South 00 degs. 02 min. 07 sec. West, 160.04 feet to a point; thence North 89 degs. 59 min. 06 sec. West, 160.0 feet to a point; thence North 00 degs. 02 min. 07 sec. East, 160.09 feet to a point on the Southern Right-of-Way Line of Oakwood Drive; thence with said line, North 89 degs. 57 min. 53 sec. West, 15.45 feet to a point; thence along the arc of a curve having a radius of 180.0 feet and curving to the right, 154.18 feet, (chord North 65 degs. 25 min. 37 sec. West, 149.51 feet) to a point; thence leaving said Right-of-Way Line and along the Southern line of Lot 47, South 42 degs. 30 min. 25 sec. West, 252.73 feet to a point; thence North 08 degs. 06 min. 48 sec. West, 191.88 feet to a point, thence North 71 degs. 07 min. 24 sec. East, 172.90 feet to a point on the Western Right-of-Way line of Oakwood Drive; thence with said line, and along the arc of a curve having a radius of 180.0 feet and curving to the right, 59.41 feet, (chord North 09 degs. 25 min. 14 sec. West, 59.14 feet) to a point; thence North 00

degs. 02 min. 07 sec. East, 13.38 feet to a point; thence leaving said Right-of-Way Line and along the Southern line of Lot 45, North 89 degs. 57 min. 53 sec. West, 161.41 feet to a point; thence North 04 degs. 21 min. 04 sec. West, 52.91 feet to a point; thence North 18 degs. 20 min. 16 sec. West, 52.58 feet to a point; thence South 82 degs. 07 min. 27 sec. East, 187.14 feet to a point on the Western Right-of-Way line of Oakwood Drive; thence with said Right-of-Way Line, and along the arc of a curve having a radius of 360.0 feet and curving to the right, 224.73 feet, (chord North 25 degs. 45 min. 35 sec. East, 221.10 feet) to a point; thence leaving said Right-of-Way Line and along the Southern line of Lot 41, North 40 degs. 10 min. 27 sec. West, 154.44 feet to a point; thence South 50 degs. 14 min. 22 sec. West, 72.09 feet to an iron stake set; thence North 29 degs. 22 min. 41 sec. West, 204.23 feet to a point on the Southern Right-of-Way Line of Mockingbird Lane; thence with said line, and along the arc of a curve having a radius of 170.0 feet and curving to the right, 57.28 feet, (chord South 81 degs. 32 min. 13 sec. West, 57.01 feet) to a point; thence North 88 degs. 48 min. 35 sec. West, 47.44 feet to a point; thence crossing Mockingbird Lane and beyond, North 01 degs. 10 min. 55 sec. East, 240.58 feet to a point, thence South 88 degs. 49 min. 23 sec. East, 58.64 feet to a point; thence South 41 degs. 43 min. 56 sec. East, 154.06 feet to a point on the Northern Right-of-Way Line of Mockingbird Lane; thence with said line, North 48 degs. 14 min. 20 sec. East, 97.76 feet to a point; thence along the arc of a curve having a radius of 300.0 feet and curving to the left, 202.75 feet, (chord North 28 degs. 52 min. 45 sec. East, 198.91 feet) to a point; thence North 09 degs. 38 min. 35 sec. East, 13.52 feet to an iron stake found; thence crossing Mockingbird Lane, South 80 degs. 32 min. 27 sec. East, 60.05 feet to the POINT AND PLACE OF BEGINNING.

Less and Except that portion designated as Lots 76 through 82, Mellon Downs, Phase 11- B, and being described as follows:

Beginning at a point on the Western Right-of-Way Line of Oakwood Drive, said point being the Northeast corner of Lot 82 and being designated as point "B" on the accompanied Annexation Map; THENCE from said POINT OF BEGINNING and with said Right-of-Way Line, South 24 degs. 06 min. 45 sec. West, 89.89 feet to a point, thence along the arc of a curve having a radius of 115.0 feet and curving to the right, 132.31 feet, (chord South 57 degs. 04 min. 24 sec. West, 125.14 feet) to a point; thence North 89 degs. 57 min. 53 sec. West, 189.88 feet to a point; thence along the arc of a curve having a radius of 120.0 feet and curving to the right, 188.50 feet, (chord North 44 degs. 57 min. 53 sec. West, 169.71 feet) to a point; thence North 00 degs. 02 min. 07 sec. East, 41.39 feet to a point; thence along the arc of a curve having a radius of 300.0 feet and curving to the right, 176.30 feet, (chord North 16 degs. 52 min. 14 sec. East, 173.77 feet) to a point; thence leaving said Right-of-Way Line and along the Northern line of Lot 76, South 56 degs. 18 min. 01 sec. East, 232.53 feet to a point; thence North 34 degs. 23 min. 16 sec. East, 40.95 feet to a point; thence South 65 degs. 53 min. 15 sec. East, 202.16 feet to the POINT AND PLACE OF BEGINNING.

The described tract contains 9.08 acres, more or less, and being Lots 19, 21, 25, 40, 41, 45, 47, 49, 50, 52, 57, 73, 74, 75, 83, 85, Mockingbird Lane, and Oakwood Drive; Mellon



degs. 02 min. 07 sec. East, 13.38 feet to a point; thence leaving said Right-of-Way Line and along the Southern line of Lot 45, North 89 degs. 57 min. 53 sec. West, 161.41 feet to a point; thence North 04 degs. 21 min. 04 sec. West, 52.91 feet to a point; thence North 18 degs. 20 min. 16 sec. West, 52.58 feet to a point; thence South 82 degs. 07 min. 27 sec. East, 187.14 feet to a point on the Western Right-of-Way line of Oakwood Drive; thence with said Right-of-Way Line, and along the arc of a curve having a radius of 360.0 feet and curving to the right, 224.73 feet, (chord North 25 degs. 45 min. 35 sec. East, 221.10 feet) to a point; thence leaving said Right-of-Way Line and along the Southern line of Lot 41, North 40 degs. 10 min. 27 sec. West, 154.44 feet to a point; thence South 50 degs. 14 min. 22 sec. West, 72.09 feet to an iron stake set; thence North 29 degs. 22 min. 41 sec. West, 204.23 feet to a point on the Southern Right-of-Way Line of Mockingbird Lane; thence with said line, and along the arc of a curve having a radius of 170.0 feet and curving to the right, 57.28 feet, (chord South 81 degs. 32 min. 13 sec. West, 57.01 feet) to a point; thence North 88 degs. 48 min. 35 sec. West, 47.44 feet to a point; thence crossing Mockingbird Lane and beyond, North 01 degs. 10 min. 55 sec. East, 240.58 feet to a point, thence South 88 degs. 49 min. 23 sec. East, 58.64 feet to a point; thence South 41 degs. 43 min. 56 sec. East, 154.06 feet to a point on the Northern Right-of-Way Line of Mockingbird Lane; thence with said line, North 48 degs. 14 min. 20 sec. East, 97.76 feet to a point; thence along the arc of a curve having a radius of 300.0 feet and curving to the left, 202.75 feet, (chord North 28 degs. 52 min. 45 sec. East, 198.91 feet) to a point; thence North 09 degs. 38 min. 35 sec. East, 13.52 feet to an iron stake found; thence crossing Mockingbird Lane, South 80 degs. 32 min. 27 sec. East, 60.05 feet to the POINT AND PLACE OF BEGINNING.

Less and Except that portion designated as Lots 76 through 82, Mellon Downs, Phase 11- B, and being described as follows:

Beginning at a point on the Western Right-of-Way Line of Oakwood Drive, said point being the Northeast corner of Lot 82 and being designated as point "B" on the accompanied Annexation Map; THENCE from said POINT OF BEGINNING and with said Right-of-Way Line, South 24 degs. 06 min. 45 sec. West, 89.89 feet to a point, thence along the arc of a curve having a radius of 115.0 feet and curving to the right, 132.31 feet, (chord South 57 degs. 04 min. 24 sec. West, 125.14 feet) to a point; thence North 89 degs. 57 min. 53 sec. West, 189.88 feet to a point; thence along the arc of a curve having a radius of 120.0 feet and curving to the right, 188.50 feet, (chord North 44 degs. 57 min. 53 sec. West, 169.71 feet) to a point; thence North 00 degs. 02 min. 07 sec. East, 41.39 feet to a point; thence along the arc of a curve having a radius of 300.0 feet and curving to the right, 176.30 feet, (chord North 16 degs. 52 min. 14 sec. East, 173.77 feet) to a point; thence leaving said Right-of-Way Line and along the Northern line of Lot 76, South 56 degs. 18 min. 01 sec. East, 232.53 feet to a point; thence North 34 degs. 23 min. 16 sec. East, 40.95 feet to a point; thence South 65 degs. 53 min. 15 sec. East, 202.16 feet to the POINT AND PLACE OF BEGINNING.

The described tract contains 9.08 acres, more or less, and being Lots 19, 21, 25, 40, 41, 45, 47, 49, 50, 52, 57, 73, 74, 75, 83, 85, Mockingbird Lane, and Oakwood Drive; Mellon



North Carolina

Pitt County

I hereby certify that the foregoing is a true and accurate copy of an ordinance duly adopted by The Town Council of the Town of Winterville, North Carolina, at a meeting held on October 8, 2018 at 7 o'clock p.m. at the Town Hall in the Town of Winterville.

IN WITNESS WHEREOF I have hereunto set my hand and have caused the official corporate Seal of the Town of Winterville to be affixed, this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Donald Harvey, Town Clerk

North Carolina

Pitt County

I, Amy P. Barrow, a Notary Public, do hereby certify that Donald Harvey, Town Clerk, personally appeared before me this day and acknowledged the due execution of the foregoing certification, for the purpose therein expressed.

WITNESS my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Mayor Jackson and Councilman Moyer asked if these were the lots in question. Town Manager Parker stated that they were a portion of those in question not annexed.


Mayor Jackson declared the public hearing open and asked if anyone would like to speak in favor of the annexation request. None came forward to speak.

Mayor Jackson asked if anyone would like to speak in opposition of the annexation request. None came forward to speak. Hearing none, Mayor Jackson declared the public hearing closed.

Mayor Jackson asked for any further discussion or questions. Hearing none what is the Board's pleasure.

**Motion made by Councilman Moore and seconded by Councilman Moyer to approve the annexation and adopt the ordinance with an effective date of October 31, 2018. Motion carried unanimously, 5-0.**


2. Aces for Autism Property (Parcel #14643) Rezoning. Planning Director Jones gave the following presentation.



Town Council – October 8, 2018

## Aces for Autism Rezoning Public Hearing

Presenter:  
Bryan Jones,  
Planning Director



Aces for Autism - Rezoning

- Aces for Autism Rezoning Request:
  - Request by Aces for Autism to rezone 23 acres located on the south side of Worthington Road east of its intersection with Old Tar Road, Parcel Number 14643, from Agricultural Residential (AR) to Office and Institutional (OI).



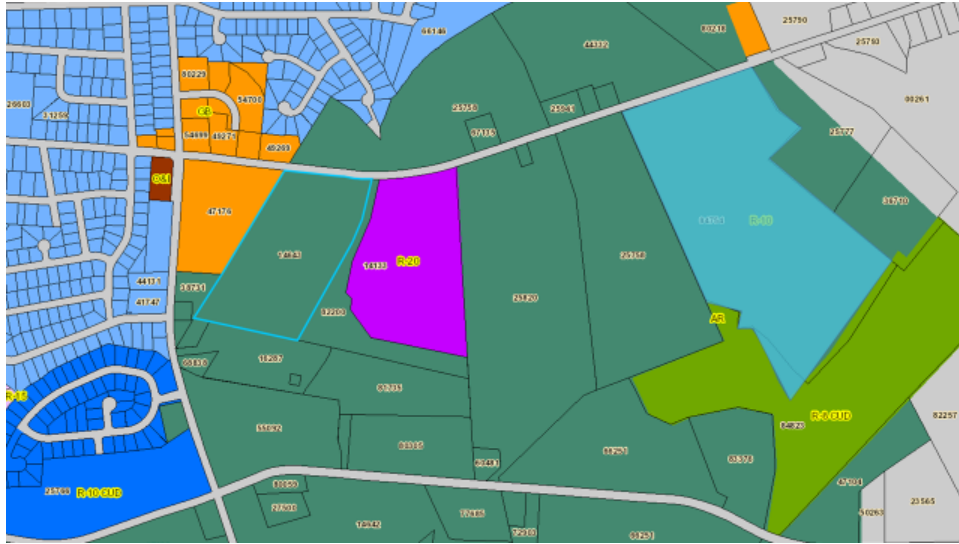
- Site Data:
  - Applicant: Aces for Autism
  - Owner: Kenneth Harris and Wanda Harris Spong
  - Parcel – 14643
  - Located on Worthington Road east of its intersection with Old Tar Road
  - Current Zoning: AR
  - Size: 23 Acres
  - Existing Land Use: Vacant
  - Proposed Zoning: Office and Institutional (OI)



- Section 4.1.8 Office and Institutional District (OI)

The Office and Institutional District (OI) is a district in which the principal use of land is for residences, general business offices and professional offices, and institutional types such as hospitals and medical clinics which do not materially detract from nearby residential areas.





Town of  
**WINTERVILLE**  
*A slice of the good life!*

**Aces for Autism - Rezoning**

- Planning staff finds the request is consistent with the Comprehensive Land Development Plan as it provides a smooth land transition in land uses between more and less intensive land uses.
- Planning Staff finds the request is reasonable and in the public interest because the proposed zoning district is compatible with surrounding land uses.
- Staff recommends approval of the request to rezone 23 acres from Agricultural Residential (AR) to Office and Institutional (OI).



Town of  
**WINTERVILLE**  
*A slice of the good life!*

**Aces for Autism - Rezoning**

- Planning and Zoning Board reviewed this request at its September 17<sup>th</sup> meeting and voted unanimously to recommend approval of the request.
- Public Hearing notification was published in the Daily Reflector on September 26<sup>th</sup> and October 3<sup>rd</sup>.
- Adjacent Property owners were mailed notification on September 26<sup>th</sup>.



**AN ORDINANCE TO AMEND CHAPTER 155  
ZONING ORDINANCE OF THE  
CODE OF ORDINANCES OF THE  
TOWN OF WINTERVILLE, NORTH CAROLINA  
OFFICIAL ZONING MAP**

WHEREAS, Aces for Autism has requested amendment of the Zoning Ordinance of the Town of Winterville by rezoning of the property described herein of Agricultural-Residential District to Office and Institutional District; and

WHEREAS, a public hearing on the question of this zoning amendment was held, at the Winterville Town Hall at 7:00 p.m. on October 8, 2018, after due notice publication on September 26, 2018 and October 3, 2018; and

WHEREAS, due notice of said public hearing was also given by first class mail to the owners of all parcels, as shown on the County Tax Records, adjoining the parcel under consideration, certification of which has been to the Winterville Town Council; and

WHEREAS, due notice of said public hearing was also given by posting a rezoning request notice on the subject property;

WHEREAS, the Winterville Town Council finds that the proposed rezoning is in compliance with the Town of Winterville’s Comprehensive Land Use Plan;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Winterville, North Carolina that:

**Section 1.** The Town Of Winterville Zoning Ordinance, Official Zoning Map, is hereby amended by rezoning the following described track from Agricultural-Residential District to Office and Institutional District:

*Aces for Autism, a 23.60 acre tract land located on the south side of Worthington Road, being a portion of Tax Parcel 14643, and being more particularly described on the attached legal description provided below. A subdivision of the 23.60 acre site was recorded at the Pitt County Register of deeds prior to the rezoning and can be found on Map Book 78, Page 16.*

**LEGAL DESCRIPTION OF PROPERTY  
REZONED FROM AR TO OI  
ACES FOR AUTISM  
WINTERVILLE TOWNSHIP, PITT, NC**

*Lying and being situate in Winterville Township, Pitt County, North Carolina and being more particularly described as follows:*

Beginning at a point located in the centerline intersection of SR 1700 – Old Tar Road and SR 1711 – Worthington Road thence running along the centerline of SR 1711 – Old Tar Road S 84-00-55 E, 841.52 feet to a point located in the centerline of SR 1711 – Old Tar Road; thence leaving the centerline of SR 1711 – Old Tar Road S 31-37-28 W, 33.28 feet to an existing rebar located on the southern right of way of SR 1711 – Old Tar Road the POINT OF BEGINNING said existing rebar having NC Grid Coordinates N 649771.87 and E 2481392.55; thence from said point of beginning and running along the southern right of way of SR 1711 – Old Tar Road the following courses and distance S 84-00-55 E, 14.37 feet to a point; thence S 83-53-45 E, 468.26 feet to a point; thence S 84-39-47 E, 101.17 feet to an existing rebar; thence S 87-20-33 E, 101.11 feet to a point; thence leaving the southern right of way of SR 1711 – Worthington Road S 14-13-37 W, 10.00 feet to an existing rebar; thence continuing S 14-13-37 W, 320.79 feet to an existing rebar; thence S 21-16-30 W, 191.63 feet to an existing rebar; thence S 30-02-32 W, 868.47 to an existing iron pipe; thence N 77-53-41 W, 696.69 feet to an existing rebar; thence N 77-41-10 W, 122.23 feet to an existing iron pipe; thence N 31-37-28 E, 397.38 feet to an existing iron pipe; thence continuing N 31-37-28 E, 946.40 feet to the point of beginning containing 23.372 acres.

End of Legal Description

**Section 2.** This action shall be shown on the Official Zoning Map.

**Section 3.** This ordinance shall become effective upon adoption.

Adopted this 8<sup>th</sup> day of October, 2018.

\_\_\_\_\_  
Douglas A. Jackson, Mayor

ATTEST:

\_\_\_\_\_  
Donald Harvey, Town Clerk

Councilwoman Roberson and Councilman Hines were impressed with this request and use.

Mayor Jackson declared the public hearing open and asked if anyone would like to speak in favor of the rezoning request. Bryan Fagundus, project engineer for Aces for Autism spoke in favor of the request and offered to answer any questions. No additional speakers came forward to speak.

Mayor Jackson asked if anyone would like to speak in opposition of the rezoning request. None came forward to speak. Hearing none, Mayor Jackson declared the public hearing closed. Mayor Jackson asked for any further discussion or any more questions. Hearing none what is the Board's pleasure.

**Motion made by Councilman Hines and seconded by Mayor Pro Tem Smith to approve the rezoning request and adopt the ordinance with an effective date of October 8, 2018. Motion carried unanimously, 5-0.**

**PUBLIC COMMENT:** Mayor Jackson read the Public Comment Policy.

1. Ervin Simons, 115 Liberty Street, Winterville, NC. Comment concerning a moving violation trap at the corner of South Mill Street and Cooper Street. Cars are passing left turning vehicles on the right side are being ticketed by the Police. A turning lane needs to be there. He asked the Council for help. Mayor Jackson and Councilman Moore commented about the problem. Councilman Moye and Councilwoman Roberson ask Town Manager Parker to address a letter to NC DOT about the concerns.

**CONSENT AGENDA:**

1. Approval of the following sets of Council Meeting Minutes:
  - April 9, 2018 Regular Meeting Minutes.
  - April 30, 2018 Budget Progress Meeting – FY 2018-2019 Fiscal Year Budget.
  - June 11, 2018 Regular Meeting Minutes.
  - August 13, 2018 Regular Meeting Minutes.
2. Annexation of Aquaventure (Beacon Drive) – Instruct the Town Clerk to Investigate the Sufficiency of Annexation Petition.

**Motion made by Councilman Moore and seconded by Councilwoman Roberson to approve the consent agenda. The motion carried unanimously, 5-0.**

**OLD BUSINESS:**

1. Engineering Services for 2018 Sanitary Sewer Rehabilitation Project.: Assistant Town Manager Williams gave the following presentation.

The Town received a low-interest 20-year loan award, for \$3,532,000 with \$500,000 approved for principal forgiveness, from the Division of Water Infrastructure in the spring of 2018 for a Sanitary Sewer Rehabilitation Project. The first step in meeting the required project milestones is to select an Engineering firm to develop the Engineering Report, Environmental Documentation, Construction Plans and Specifications, as well as perform Construction Administration and Inspections. Staff received one proposal to perform the work. Staff concurred that Rivers & Associates, Inc. presents the project familiarity, experience, technical expertise, scheduling and staffing to complete this project for the Town. The project costs, including Professional Services, approved for funding through the NCDENR – DWI Clean Water State Revolving Fund. The Town received a low-interest 20-year loan award for \$3,532,000 with \$500,000 approved for principal forgiveness. Staff recommends selection of Rivers & Associates, Inc. and allow Staff to begin contract negotiations.



**REQUEST FOR QUALIFICATIONS  
TOWN OF WINTERVILLE, NC**

**ENGINEERING SERVICES FOR  
SANITARY SEWER REHABILITATION IMPROVEMENTS**

**ISSUE DATE: SEPTEMBER 5, 2018**

**A. GENERAL**

The Town of Winterville (Town) has been notified of the award of funding from the North Carolina Department of Environment and Natural Resources, Division of Water Infrastructure, Clean Water State Revolving Fund (NCDENR/DWI/CWSRF) to rehabilitate portions of its sanitary sewer collection system. The purpose of the project is to reduce inflow and infiltration through a combination of rehabilitation methods, including the following: line approximately 19,000 linear feet of 8-inch to 12-inch lines and complete approximately 3,800 LF of point repairs and pipe replacement. The preliminary opinion of probable cost for the project is approximately \$3,532,000.

The Town is soliciting Statements of Qualification from engineering consultants interested in providing services for the project. The Town intends to select a qualified consultant to provide preliminary engineering services; engineering design services; bidding, construction contract administration and construction observation services for the project with a general scope of services as listed below.

**B. SCOPE OF SERVICES**

**1. Preliminary Engineering Services:**

- a. Develop Engineering Report and Environmental Information Document (ER/EID) utilizing NCDENR/DWI required template.
- b. Assist Town obtain NCDENR/DWI approval of ER/EID.

**2. Design Engineering Services:**

- a. Perform required corridor and site surveys including topographic, boundary and utility coordination as required.
- b. Prepare construction documents, including drawings and technical specifications
- c. Prepare contract documents.
- d. Arrange and coordinate any required soil borings.
- e. Update cost opinion.
- f. Prepare required permitting applications anticipated to include only DOT Encroachment Permit.
- g. Assist Town with response to questions/comments and revisions to plans/specifications required for acquisition of permit(s).

3. **Bidding & Construction Services:**
- a. Assist Town with advertisement of the project for solicitation of bids.
  - b. Attend & moderate pre-bid conference.
  - c. Issue addenda as appropriate.
  - d. Conduct bid opening.
  - e. Evaluate bids received and make recommendation for construction contract award.
  - f. Provide assistance in award of construction contract.
  - g. Conduct preconstruction conference.
  - h. Provide routine construction contract administration.
  - i. Review compliance with Davis-Bacon Act and conduct interviews with workers.
  - j. Conduct shop drawing review.
  - k. Perform at least monthly site visits to observe progress and quality of the work.
  - l. Provide determinations of whether the work is in substantial accordance with the contract documents, plans and specifications.
  - m. Provide interpretation of the contract documents, plans and specifications.
  - n. Develop and process construction contract change orders and work change directives.
  - o. Review and process contractor's applications for payment.
  - p. Conduct Final Inspections to insure compliance with contract documents, plans and specifications.
  - q. Provide written approval of final payments to contractors.
  - r. Furnish reproducible record drawings and CAD Files in AutoCad format.
  - s. Provide engineering supervision of Resident Project Representative.
  - t. Provide full-time Resident Project Representative.

**C. CONTENTS OF QUALIFICATIONS**

- 1. Name of firm.
- 2. Person authorized to provide information and negotiate contracts.
- 3. Location of offices. If more than one, indicate office from which work will be performed.
- 4. Brief history of firm.
- 5. Firm employment profile.
- 6. Project experience. Provide a maximum of ten (10) projects with sanitary sewer collection rehabilitation including pipeline lining and/or replacement similar to the proposed project. Include general project description, types of engineering services performed and client contact information. Indicate how the project was funded (grant, local, loan, etc.), including name of applicable funding agencies.
- 7. List of key personnel to be directly involved in the project, as well as a brief description of their responsibilities. Include a brief resume for key personnel, including specific sanitary sewer evaluation and/or rehabilitation project experience.
- 8. Brief project approach, including the effects of the project on the existing Town of Winterville Sewer Collection System operation.

9. Hourly rate schedule for project personnel, including travel, overhead and miscellaneous expenses. In accordance with NCGS 143-64.31, DO NOT INCLUDE Lump Sum or Not-to-Exceed price for services.

**D. EVALUATION CRITERIA**

1. Consultant selection shall be conducted in accordance with NCGS 143-64.31. Statements of Qualification received by the deadline and prepared in accordance with RFQ instructions will be reviewed to determine the level of service considered most advantageous to the Town.
2. The Town will select the consultant considered best qualified to provide the desired level of service, with consideration for the long-term interest of the Town's efforts based on demonstrated competence and qualifications without regard to fee other than unit price information.
3. After selection of the best qualified consultant to meet the Town's needs, the Town shall negotiate a fair and reasonable fee with the consultant for the desired level of service.
4. Proposals will be reviewed and evaluated by Town staff familiar with the existing facilities, in accordance with the following criteria:
  - a. General Qualifications, Competence & Reputation of Firm *(40 points)*
    - Age, size, staff qualifications and stability of firm
    - Projects to illustrate competence in applicable sanitary sewer rehabilitation engineering
    - Demonstration of understanding of funding requirements
    - Availability of staff to handle the project
    - Reputation with previous clients
  - b. Experience of Involved Staff *(40 points)*
    - Experience with similar type improvements
    - Key personnel – roles and experience
    - Sub-consultants, if any
  - c. Ability to Address Local Needs *(40 points)*
    - Understanding of project requirements
    - Design approach/methodology
    - Familiarity with Town of Winterville's existing water and wastewater systems, other utilities, soil conditions, etc.
    - Completed similar project(s) in the local area
  - d. Availability *(20 points)*
    - Ability to provide access to qualified project team members on a continual basis
    - Ability to commit available resources (current workload) to the project
  - e. Hourly Rate Schedule *(10 points)*
    - Do not include a lump sum or not-to-exceed price
    - Rates indicative of experience and capabilities

**E. SUBMISSION INFORMATION**

1. Three (3) copies of the proposal must be received by Tuesday September 25, 2018 at 5:00 P.M. in the Town of Winterville's Assistant Town Manager. Facsimile and electronic submissions are not acceptable.
2. Proposals need to be in sealed envelope marked "Statement of Qualifications for Town of Winterville, Engineering Services for Sanitary Sewer Rehabilitation".
3. Proposals may be mailed or hand delivered to:  
  
Mr. Ben Williams, AICP CEP, Assistant Town Manager  
Town of Winterville  
2936 Church Street  
Winterville, NC 28590
4. Questions should be addressed to:  
  
Mr. Ben Williams, AICP CEP, Assistant Town Manager  
ben.williams@wintervillenc.com  
(252) 215-2499

**F. SMALL AND/OR MINORITY FIRMS ARE ENCOURAGED TO SUBMIT QUALIFICATIONS.**

**G. ALL AWARDS PURSUANT TO THIS PROCUREMENT MAY BE CONTINGENT UPON RECEIPT AND APPROVAL OF GRANT OR LOAN AGREEMENT DOCUMENTS. NO FUNDS WILL BE OBLIGATED UNTIL APPROPRIATE DOCUMENTS ARE EXECUTED AND APPROPRIATE CONDITIONS ARE SATISFIED.**

Mayor Pro Tem Smith asked why you think we received only one response. Assistant Town Manager Williams said understanding the familiarity with project is critical. Council Moye asked where the notice advertised, sent and how many received Assistant Town Manager Williams said the request sent to the local paper, to firms that do this type work, and the advertisement process.

**Motion made by Councilman Moore and seconded by Mayor Pro Tem Smith to approve the Engineering Services contract for the 2018 Sanitary Sewer Rehabilitation Project as presented. The motion carried unanimously, 5-0.**

2. Purchase of Vac-Con V311E/1300LHAQDA Titan Model Sewer Truck from the NC Sheriffs' Association. Public Works Director Welborn gave the following presentation.

The 2018 - 2019 Sanitary Sewer Fund Budget allocated monies for the purchase of a new Vac Truck. Staff received a quote of \$368,810.59 for the requested sewer truck from Southern Vac. The quote secured using the purchasing cooperative, NC Sheriffs' Association, rather than the State Purchasing Contract. The vendor supplying the quote, Southern Vac awarded the sales contract through the NC Sheriff's Association's competitive bidding process. Similar to the award of State Purchasing contracts, Southern Vac's contract only received after the NC Sheriffs' Association performed a thorough vetting process of several vendors. This process is similar to the state contract process but performed for national scale purchases. The FYE 19 Budget allocated \$380,000.00 for the purchase of a Vac Truck. The quote of \$368,810.59 is \$11,189.41 below the projected and Council approved amount. This reduction is due in part to the ability of the purchasing cooperative to award national level contracts versus state level. Staff requests Approval to purchase Vac Con V311E/1300LHAQDA Titan Model Sewer Truck via NC Sheriffs Association Purchasing Cooperative.



PO Box 1854  
Lexington, SC 29071  
Phone (803) 358-0221, (888) 856-3556  
Fax (803) 358-0431

North Carolina Sheriffs  
Association:  
Heavy Equipment Bid:  
19-03-0504



June 18, 2018

**Town of Winterville**  
**Attn: Travis Welborn**  
**2571 Railroad Street**  
**Winterville, NC 28590**

Mr. Travis Welborn,

Southern Vac is pleased to offer the **Town of Winterville** the following quote on a **Vac Con V311E/1300LHAQDA Titan Model Truck under NCSA Heavy Equipment Contract 19-03-0504**. Thank you for your consideration. If you have any questions regarding this quote, I can be reached at (910)406-4308.

Regards,

Gary Yoder



## **Town of Winterville – Vac Con Titan Model V311E/1300LHAQDA**

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### **Model Number - V 311E/1300 L H AQD A**

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Standard Equipment Includes:

3-stage Aeroboost Centrifugal Compressor - high efficiency airflow design w/dual cyclone filtration  
Upgrade ball valves 1¼" plumbing + heavy duty ball valves  
Swivel upgrade 1-¼" rotary union  
10' telescopic boom  
Flat style rear door w/ 4 wedge style locks & dual hydraulic open/ close cylinders to 90 Degree  
Segmented heavy-duty wear back elbow  
Electronic water-level gauge w/indicator light  
Stainless Steel float & debris level indicator  
3-stage blower centrifugal compressor quite package  
Flushout- Debris body power flushout  
Omnibus w/precision power  
Hinge type / Body Prop Permanently mount debris body prop (hinge-type)  
Splash shield  
Main frame deck coating  
Wireless remote  
2½" valve drain with ¼ - turn ball valve  
Lazy Susan pipe rack (5-pipe)  
Rear bumper assembly w/storage  
Vacuum System (as specified by Model Number)  
Vacuum Drive: hydrostatic drive "high volume"  
1/4" Corten steel debris tank  
Hydraulic rear door locks  
6" knife valve with 10' lay flat hose  
Debris tank dumping: minimum 50 degree, hydraulic scissors lift- power up/power down  
Cross-linked polyethylene water tanks  
Automatic vacuum breaker and overfill protection  
8" vacuum intake hose  
Pivoting boom travel tie down  
6 Way hydraulic boom with 230 degree rotation and joystick control  
Front mounted 600' capacity articulating hose reel  
60gpm/2000psi water pump system  
Water pump drive: Standard Aux Engine GM gasoline powered  
400' high pressure jet rodder hose  
Heavy-duty dual roller level wind guide (aluminum)  
Flexible hose guide (Tiger Tail)  
30" leader hose  
20gpm/800psi wash-down system w/hand-gun and 25' of hose  
Sealed and locking aluminum tool box (es) {as indicated by model number}  
1 each sanitary and penetrator nozzles  
25' aluminum intake(1'-3', 2'-5', 1'-6' and 1'-6.5' nozzles) w/ locking quick clamps  
ICC lighting LED  
Zinc, PPG Paint - line on process. "Aircraft-grade" primer  
12 month standard warranty for module  
5# Fire Extinguisher  
Set Triangles  
5 year centrifugal compressor (fans) warranty

147



2 year water pump warranty  
 5 year water pump drive warranty  
 5 year debris tank warranty  
 10 year water tank warranty  
 Aluminum Storage Box Behind Cab 16" x 42" x 96"

**Main Information**

Model	311E/1300
Blower	AQD Fan Drive for Titan
Boom	10' x 8" Aluminum Telescoping Boom with Pendant Control Station
Hose Reel	Front Mounted, Articulating to Drivers Side, 600' (1") Capacity (Std Pivot)
Jet Rodder Hose	600' x 3/4" Jet Rodder Hose
Water System	50 gpm/3000 psi Pump
Auxiliary Engine	GM Power Solutions International (PSI) 5.7 Liter, (350 CID) (8)-Cylinder, 140HP @ 3000 RPM - STANDARD

**Debris Body Options**

**Qty Description**

- 1 Rear, Hydraulic Pump Off System, 575 GPM w/20' lay flat Hose

**Water System Options**

**Qty Description**

- 1 50' Capacity Retractable Hand Gun Hose Reel
- 1 Air Purge System  
Hydroexcavation package includes: 50' retractable handgun hose reel with 50' of 1/2" high pressure hose, HP/Quick disconnect, heavy duty HP unloader valve, main control ball valve, 72x1/2 Sch. 80 Lance w/ Quick Dcn., Sngl. Fwd. Spray Nozzle, Horiz. Hand.
- 1 Water Pump Remote Oil Drain
- 1 Winter Recirculating System for Rodder Hose

**Misc Machine Options**

**Qty Description**

- 1 Auxiliary Engine Remote Oil Drain
- 1 Cone Storage Rack
- 1 Cone Storage Rack Placement - Best Location Curbside
- 1 Rear Mounted Tow Hooks
- 1 Remote Boom Grease Zerk Assembly (Ground Level - includes water pump drive) - If Applicable

**Lighting Options**

**Qty Description**

- 1 Hand Held Spot Light - LED
- 1 LED 4 Strobes - (2) front bumper / (2) rear bumper - Whelen 50A03ZCR - Amber
- 1 LED Arrow Board, Rear Debris Tank Door Mounted - Whelen TA1251NF1 Traffic Arrow
- 1 LED Boom Mounted Flood Lights with Limb Guard - Whelen NP6BB Worklight
- 1 LED Flood Light - Auxiliary Engine/Driver's Side Area - Whelen NP6BB Worklight
- 1 LED Rear Mounted Flood Lights with Limb Guard - Whelen NP6BB Worklight
- 1 LED strobe with Limb Guard, Rear Debris Tank Mounted - Whelen L21HAP LED Beacon with Whelen BGH Branch Guard
- 1 Mirror Mounted LED Beacon/Strobe Light with Limb Guard - Whelen L21HAP LED Beacon with Whelen BGH Branch Guard

**Electrical Options**

**Qty Description**

- 1 Front Hose Reel Camera Placement - To View in Front of Hose Reel Area
- 1 Rear Camera Placement
- 1 Traffic Camera With Color Monitor

**Water System Accessories**

**Qty Description**

- 1 711-30904 Hydro. X Lance Assy. - Must Choose Hydro X. Package - 72" with quick disconnects, 1/2 schedule 80, horizontal handle
- 2 711-TBA 72" Extension for 711-30904 high-pressure handwand

**Leader Hose**

**Qty Description**

- 1 3/4" x 10' Length Leader Hose

**Tool/Storage Boxes**

**Qty Description**

- 1 2 ) 24" x 18" x 18" Aluminum Rear Tool Boxes, mtd each side of extended frame units, 1000 or 1300 gallons only
- 1 Side Mounted Tool Box 35" x 14" x 24"

**Vacuum Tubing**

**Qty Description**

- 2 5' x 8" Aluminum Pipe Extension
- 1 6' x 8" Aluminum Pipe Extension
- 3 8" Quick Clamp, spare, 680-0015

**Paint**

**Qty Description**

- 1 Paint: To be advised

**Truck Chassis Information**

Pool Truck Chassis Model **Freightliner 114SD 6x4 66000GVWR ISL370 3000RDS** Pool Trucks are subject to availability.

**Key**

Yellow Highlights are for the Base Package under NCSA

Blue Highlights are for the Attachments/Accessories under NCSA Contract

**NCSA Base Module Price: \$257,098.00**  
**NCSA 5% Module Discount Price: \$244,243.10**  
**NCSA Chassis Price: \$98,100.00**  
**NCSA Base Accessories Price: \$28,156.90**  
**NCSA 6% Accessories Discount Price: \$26,467.49**  
**NCSA Total Price: \$368,810.59**

\*\*\*SALES TAX AND FEES NOT INCLUDED IN TOTAL PRICE\*\*\*



Mayor Jackson asked for any further discussion or any more questions. Hearing none what is the Board's pleasure.

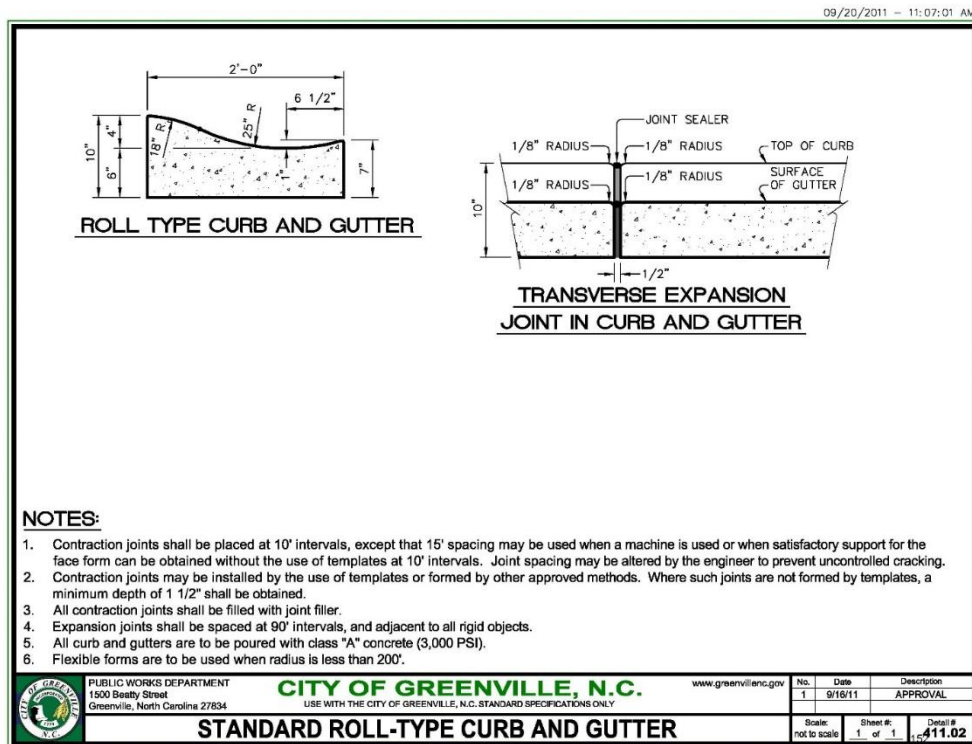
**Motion made by Councilman Moore and seconded by Councilman Hines to approve the Purchase of the Vac-Con Titan Model Sewer Truck from the NC Sheriffs' Association as presented. The motion carried unanimously, 5-0.**

**NEW BUSINESS:**

1. Request from Bill Clark Homes for Roll Curb instead of Standard Curb in the Eli's Ridge Subdivision: Public Works Director Welborn gave the following presentation.

The Developer for Eli's Ridge Subdivision (Bill Clark Homes) has requested that the Town allow Roll Type curb and gutter as opposed to standard curb and gutter (which is currently what the Town allows). Attached are the City of Greenville Standard Details that depict the two (2) different types of curb for comparison. The main difference is that standard curb has a "vertical" curb head whereas the roll curb has a "rolled" curb head. The roll type curb is also approximately 2" shorter (10" thick at the back of curb) than the standard curb and gutter which is 12" thick at the back of curb.

The homebuilder does not have to remove or modify the roll type curb to install a driveway whereas the standard type curb cut you remove to install a driveway. Roll curb must include a transition back to standard type curb at each catch basin and Staff would recommend that the increase to 0.5% minimum street grade be for streets with roll curb if approved. In addition, if roll type curb were approved Staff would recommend an added condition that reduce the maximum depth of runoff in the curb such that water would not back up over the back of curb (4"). This would likely require the Developer to install extra catch basins. Staff requests Council direction on request.



**2'-6" CURB AND GUTTER**  
30" CURB AND GUTTER SHALL BE PLACED IN NCDOT R/W.

**1'-6" CURB AND GUTTER**  
(TO BE USED IN MEDIANS ONLY)

**2'-0" CURB AND GUTTER**  
24" CURB AND GUTTER SHALL BE PLACED IN RESIDENTIAL DEVELOPMENTS OR AS PROVIDED IN SEC. 490 OF THIS MANUAL.

**TRANSVERSE EXPANSION JOINT IN CURB AND GUTTER**

**NOTES:**

1. Contraction joints shall be placed at 10' intervals, except that 15' spacing may be used when a machine is used or when satisfactory support for the face form can be obtained without the use of templates at 10' intervals. Joint spacing may be altered by the engineer to prevent uncontrolled cracking.
2. Contraction joints may be installed by the use of templates or formed by other approved methods. Where such joints are not formed by templates, a minimum depth of 1 1/2" shall be obtained.
3. All contraction joints shall be filled with joint filler.
4. Expansion joints shall be spaced at 90' intervals, and adjacent to all rigid objects.
5. All curb and gutters are to be poured with class "A" concrete (3,000 PSI).
6. Flexible forms are to be used when radius is less than 200'.

PUBLIC WORKS DEPARTMENT 1500 Beatty Street Greenville, North Carolina 27834	<b>CITY OF GREENVILLE, N.C.</b> USE WITH THE CITY OF GREENVILLE, N.C. STANDARD SPECIFICATIONS ONLY	www.greenvilleenc.gov	No.	Date	Description
			1	9/18/11	APPROVAL
<b>STANDARD CURB &amp; GUTTER</b>			Scale:	Sheet #:	Detail #:
			not to scale	1 of 1	411.01

**SUMMARY OF STREET STANDARDS**

STREET CLASSIFICATIONS	CROSS SECTION	EASEMENT / ROW	PAVEMENT WIDTH (B/B)	AVERAGE DAILY TRAFFIC
PRIVATE STREET	CURB	40' EASEMENT	24'	< 400
	DITCH	60' EASEMENT	20'	< 400
STANDARD RESIDENTIAL	CURB	50'	28'	< 1,500
	DITCH	60'	22'	< 1,500
COLLECTOR	CURB	60'	36'	1,500 - 3,500
	DITCH	70'	34'	1,500 - 3,500
PLANNED INDUSTRIAL	DITCH	80'	28'	N/A
MINOR THOROUGHFARE	CURB	80'	65'	5,000 - 10,000
MAJOR THOROUGHFARE	CURB	100+	VARIABLE	10,000 +
	<b>STD. C&amp;G</b>	<b>ROLL C&amp;G</b>	<b>NON CURB &amp; GUTTER</b> (outside urban core, single family only)	
MIN. LONGITUDINAL SLOPE	0.3%	0.5%	0.5% (channel flow line) 0.5% (street center line)	
MAX. DEPTH OF FLOW				
THOROUGHFARE	0.3 ft	N/A	N/A	
NON-THOROUGHFARE	0.5 ft	0.3 ft	2 ft	
MIN. DRIVEWAY CULVERT SIZE	N/A	N/A	15'	

**NOTES:**

1. The minimum longitudinal grade for channel sections may be reduced for cross drainage and at some isolated locations with the approval of the City Engineer. The City Engineer shall have the option of requiring piping for channel's less than 0.8% slope.
2. Minimum driveway separation along non-curb and gutter streets shall be 100 feet center to center as measured along the edge of pavement. A shared culvert configuration may be utilized pursuant to standards 422.01 thru 422.07, if the required spacing cannot be obtained.
3. Driveways, along standard curb and gutter streets, shall conform to the Driveway Ordinance which requires removal of the complete section of the curb and gutter in lieu of breaking off the backs of curb.
4. Driveway culvert sizes for each single family lot shall be determined at time of construction plan approval and shall be recorded on the final plat for each lot.
5. The maximum 10-year storm headwater depth for driveway culverts shall not exceed 1.2D or the elevation of the driveway, whichever is less.
6. All required channel linings and velocity control devices shall be designed and installed in accordance with the Soil Erosion and Sedimentation Control Ordinance and the North Carolina Erosion and Sediment Control Planning and Design Manual.
7. Any street to be City-maintained shall have "Record Drawings" submitted and approved prior to scheduling of the pre-final street acceptance inspection. All "Record Drawings" for streets and storm drainage infrastructure shall include, but not necessarily limited to, the information as identified in the *Street and Storm Drainage "Record Drawings" Submittal Requirements*.

PUBLIC WORKS DEPARTMENT 1500 Beatty Street Greenville, North Carolina 27834	<b>CITY OF GREENVILLE, N.C.</b> USE WITH THE CITY OF GREENVILLE, N.C. STANDARD SPECIFICATIONS ONLY	www.greenvilleenc.gov	No.	Date	Description
			1	9/18/11	APPROVAL
<b>SUMMARY OF STREET STANDARDS</b>			Scale:	Sheet #:	Detail #:
			not to scale	1 of 1	410.01

Councilman Moore said it looks a lot better. Councilman Hines asked we require a detail of roll type curb. Town Manager Parker later we can update design manual, when time allows. Councilman Hines asked do we get good feedback from contractors. Mayor Pro Tem Smith what is staff recommendation. Public Works Director Welborn said staff is not making one. Street sweeper still works. Mayor Pro Tem Smith are there negatives. Town Manager Parker said negatives mitigated. Bill Clark representative, Landon Weaver, said more drops, looks better, less ponding. Town Manager Parker concerns of wet areas. Councilwoman Roberson in the past Council voted against worried about flooding and noted old had reasons.

**Motion made by Councilman Moore and seconded by Councilman Hines to approve Roll Type curb and gutter with staff conditions as a requirement.**

Mayor Jackson questioned cost, Mr. Weaver said about the same with more drop inlets, Councilman Moye potential for flooding. Public Works Director Welborn said could flood but with increased slope and catch basin spacing alleviate. Councilman Moye asked what staff recommends. Town Manager Parker staff is not making a recommendation. Councilman Moye asked staff to do their best.

Mayor Jackson asked for any further discussion or any more questions. Hearing none what is the Board's pleasure.

**The motion carried 4-1, Councilwoman Roberson opposed.**

**ITEMS FOR FUTURE AGENDAS:**

1. Town Manager Parker noted the need for a workshop on purchase of pre-tax natural gas. Special meeting set Monday, November 5, 2018 at 5:30 pm in the Town Hall executive Conference Room.
2. Town Manager Parker gave an update on the Greenway Study. She spoke with Ms. Shreve that lives in Cedar Ridge and a representative of the area. The study is in infancy and they have concerns. Assistant Town Manager Williams said study in feasibility stage in developing town wide greenway. Assistant Town Manager Williams noted the Fork Swamp surveyor looking at flood way, data and environmental areas. Ultimately will hold a formal presentation with questions and answers. Councilman Moye asked how much money spent. Assistant Town Manager Williams working with nearby local governments and funding agencies. Town Manager Parker said we want public input, need more comprehensive information. Mayor Jackson said residents noting they were on their property trespassing. Town Manager Parker ask the community to give the process time for project to develop and ask them to come, listen and give the process a chance. Councilman Hines asked that they keep an open mind. Town Manager Parker staff needs concerns sent to them, preferably in writing.

**REPORTS FROM DEPARTMENT HEADS:**

1. Assistant Manager Williams updated on projects currently underway:
  - Regional Sewer Pump Station Project: pump station; SCADA (supervisory control and data acquisition) system allow controls underway, finishing Cooper Street work, and additional work up coming.
  - Chapman Street Culvert - Nobel Canal Drainage Basin Study: meeting with engineer, bank stabilization.
  - 2018 SRF Application (Sewer Rehabilitation): engineer selected tonight.
  - NTE Plant Construction Project: completed.



- Minimum Housing/Code Enforcement: one used for fire training, Mike Brown looking at new batch of houses.
  - Horizon Land Use Plan: consultant approved tonight.
  - Multi-Purpose Building Site Plan: building site needed, staff and Recreation Advisory Board working.
  - Winterville Market/Town Common Plan: survey complete, moving forward with engineer.
  - Resurfacing of the Hillcrest Basketball Courts: moving forward with contractor.
  - Fork Swamp Greenway Project: recent public meeting, survey underway, working with Consultant
  - Street improvements: inspect and wrap up
  - Cemetery: mowing, design in winter, cost estimates, construction next, relocate utilities underway this year, and budget next year.
2. Other updates from staff: Parks and Recreation Director Johnston
- Playground equipment: behind schedule due to weather, Hillcrest equipment on site and Winterville Recreation Park nearing completion.

Mayor Jackson read Government Finance Office financial report award letter for excellence. Finance Director Bowers stated the process never ends, the new audit started today.

**REPORTS FROM THE TOWN ATTORNEY, MAYOR, AND TOWN COUNCIL, AND TOWN MANAGER:**

**Attorney Lassiter:** Noise Ordinance: Ordinance 18-O-103

Attorney Lassiter reported on the noise issue at the Post Office issue. Letter and proposed ordinance in front of you, kept as simple as possible. Town Manager Parker letter to Amazon in front of you. Sent via email and response received today. Still working with Postmaster on mitigations. Discussion if any changes can be result. Attorney Lassiter ordinance is for your consideration and enforcement is an issue and if noise is unreasonably loud. This is not the end of the issue. Postmaster has not seen draft ordinance. Councilman Moore ordinance may work. Town Manager Parker Amazon send them packages everywhere. Councilman Hines asked what Postmaster General would say nationally. Attorney Lassiter said post office would not want the ordinance passed. Post Office concern more complicated. Councilman Hines is there a national exemption. Attorney Lassiter not aware of national exemption. Councilman Hines do something to keep citizens from coming back. Councilman Moye peak soon, need effort soon. Town Manager Parker do not have staff to put someone there all the time, need help when noises heard, creates enforcement challenge. Attorney Lassiter said like a party, tell them to be quiet asking them to be quiet. Mayor Pro Tem Smith said will start at national Post Office with pressure on them. Councilman Hines get help from our U. S. Representatives. Mayor Pro Tem Smith passing might help. Chief Willhite compared to Moose Lodge noise and shut down. Post Office give citation, no action shut them down. Mayor Pro Tem Smith may we need to do it. Attorney Lassiter defer to council.

**Motion made by Councilman Moore and seconded by Councilman Moye to approve Noise Ordinance 18-O-103 as presented. The motion carried unanimously, 5-0.**

**Councilman Moore:** Monday, November 12<sup>th</sup> Veterans Day Event at 2:00 pm. Council ask for Ordinance update inserts.

**Councilwoman Roberson:** Thanks with all for help with dog. Thanks to Public Works Department with resources for storm clean up, Recreation Department for work on a Multi-Use Facility and the Christmas celebration plans.

**Mayor Pro-Tem Smith:** None

**Councilman Moyer:** Thanks to the young attendees from South Central High School.

**Councilman Hines:** Thanks the Town and staff for their concerns about his wife and her illness. October and Pink is cancer awareness.

**Town Manager Parker:** Note the change of the November meeting due to the Veterans Day Holiday. Next Council meeting will be Tuesday, November 13, 2018 at 7 pm.

**ANNOUNCEMENTS:** Clerk Harvey read the following announcements.

1. Planning and Zoning Board Meeting – October 15, 2018 – 7 pm – Town Hall Assembly Room.
2. Board of Adjustment Meeting – October 16, 2018 – 7 pm – Town Hall Assembly Room.
3. November Regular Council Meeting moved to Tuesday, November 13, 2018 due to the Veterans Day Holiday.

**ADJOURN:** Motion made by Councilman Moore and seconded by Councilman Moyer to adjourn regular meeting. Motion carried unanimously, 5-0.

Adopted this the 13<sup>th</sup> day of November, 2018.

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Douglas A. Jackson, Mayor

ATTEST:

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Donald Harvey, Town Clerk





**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** November 13, 2018

**Presenter:** Bryan Jones, Planning Director

**Item to be Considered**

**Subject:** Aquatic Holdings, LLC Annexation.

**Action Requested:** Set Public Hearing for December 10, 2018.

**Attachments:** Annexation Map, Annexation Petition and Metes and Bounds.

**Prepared By:** Bryan Jones, Planning Director.

**Date:** 10/10/2018

**ABSTRACT ROUTING:**

TC

FD

TM 11/7/2018

Final 11/7/2018

**Supporting Documentation**

**Aquatic Holdings, LLC is applying for annexation of 214 Beacon Drive (Parcel 82774)**

Location: 214 Beacon Drive

Parcel: 82744

Size: 6.93 acres.

Zoned: GB

Annexation Process:

1<sup>st</sup> Council Meeting: Direct Town Clerk to Investigate the Sufficiency of the Annexation (10/8/18).

2<sup>nd</sup> Council Meeting: Schedule a Public Hearing for the Annexation (11/13/18).

3<sup>rd</sup> Council Meeting: Hold Public Hearing on the Annexation (12/10/18).

**Budgetary Impact:** TBD.

**Recommendation:** Schedule the Public Hearing.

Received by E. Keen Lassiter  
10-5-18  
EKL

PETITION REQUESTING ANNEXATION

Date: \_\_\_\_\_

To the Mayor and Town Council of the Town of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in Paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82774

Angel Plaza, Lot 14

Address: 214 Beacon Drive, Winterville NC 28590

Map Book: 79      Page: 78

Lying and being in Pitt County, North Carolina and being more particularly described as follows:

Being all of Lot 14 of Ange Plaza as shown on map prepared by Malpass & Associates and being recorded in Map Book 79, Page 78 in the office of the Register of Deeds of Pitt County.

This conveyance is made together with and subject to all of the easements set forth on the above-described plat.

This conveyance is also made subject to the Declaration of Covenants, Conditions and Restrictions of Ange Plaza recorded in Book 1466, Page 731, in the office of the Register of Deeds of Pitt County, together with any and all amendments made thereto.

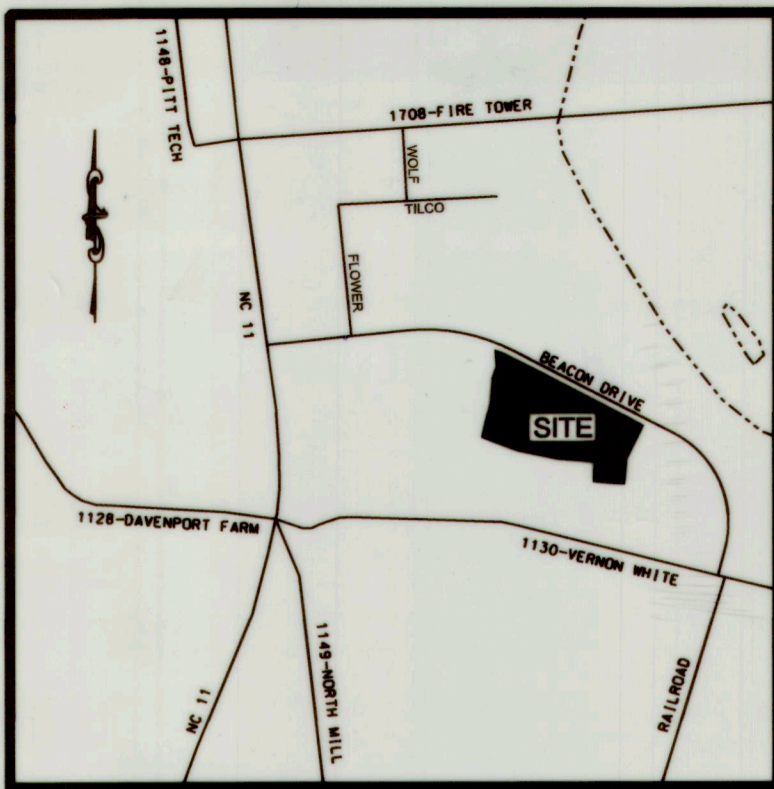
Name GEORGET PARRIN Address 296 FOXROSE LN

Signature  MADALINE PARRIN  
WINTERVILLE, NC 28590

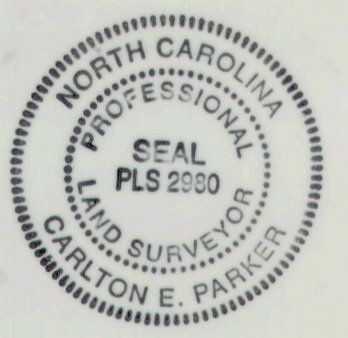
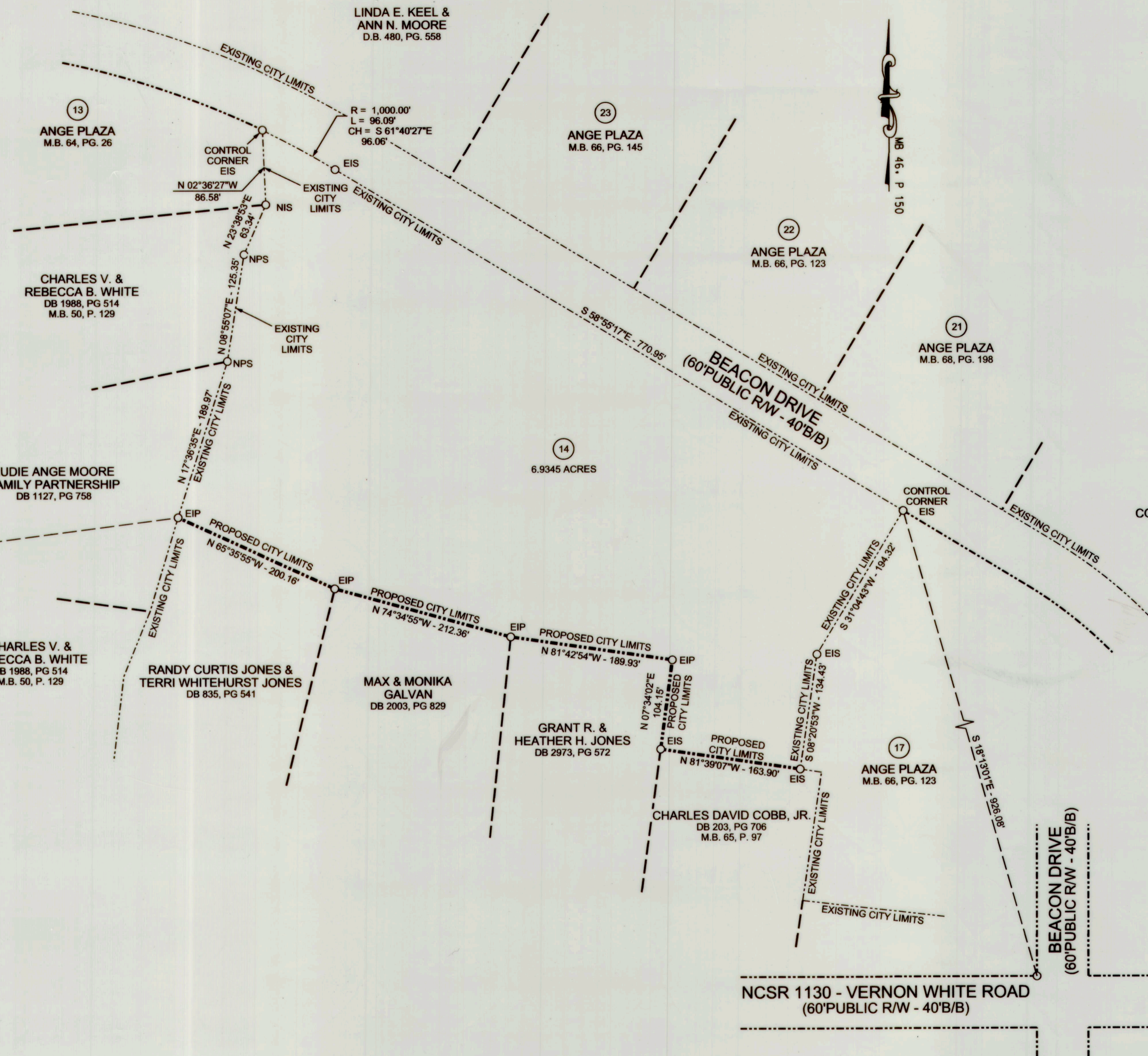
Name \_\_\_\_\_ Address \_\_\_\_\_

Signature \_\_\_\_\_





VICINITY MAP  
1" = 1000'



I, CARLTON E. PARKER, CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY ME OR UNDER MY SUPERVISION. THAT THE RATIO OF PRECISION AS CALCULATED FROM LATITUDES AND DEPARTURES IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_; WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 17<sup>TH</sup> DAY OF AUGUST, A.D., 2017.

*Carlton E. Parker*  
CARLTON E. PARKER L-2980

NORTH CAROLINA, \_\_\_\_\_ COUNTY I, \_\_\_\_\_, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT \_\_\_\_\_, A REGISTERED LAND SURVEYOR PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

NORTH CAROLINA, PITT COUNTY THE FOREGOING CERTIFICATE OF \_\_\_\_\_ NOTARY PUBLIC, IS CERTIFIED TO BE CORRECT. FILED FOR REGISTRATION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, AT \_\_\_\_\_ O'CLOCK, \_\_\_\_\_ M. JUDY TART, REGISTER OF DEEDS BY \_\_\_\_\_ REGISTER OF DEEDS

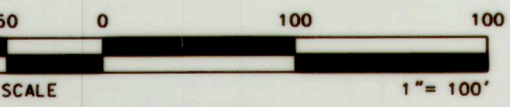
ANNEXATION MAP FOR  
**ANGE PLAZA LOT 14**  
A PORTION OF THE PROPERTY RECORDED IN DEED BOOK 3368 PAGE 741 OF THE PITT COUNTY REGISTRY  
WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: AQUATIC HOLDINGS LLC  
ADDRESS: 556 THIRD STREET  
AYDEN, NC 28513  
PHONE: (252) 746-6785

MALPASS & ASSOCIATES  
1645 E. ARLINGTON BLVD., SUITE D  
GREENVILLE, N.C. 27858  
(252) 756-1780

SURVEYED: JDC APPROVED: CEP  
DRAWN: WCO DATE: 08/13/17  
CHECKED: CEP SCALE: 1" = 100'

MAP NO.	PLATS RECORDED	BOOK	PAGE



MAP SHOWING AREA ANNEXED BY THE TOWN OF WINTERVILLE, N.C.  
DATE: \_\_\_\_\_; ORDINANCE NUMBER: \_\_\_\_\_; AREA: 6.9435 ACRES  
WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA



**RESOLUTION DIRECTING THE TOWN CLERK TO INVESTIGATE  
A PETITION RECEIVED UNDER NCGS 160A-31**

**Aquatic Holdings, LLC  
214 Beacon Drive (Parcel 82774)**

**WHEREAS**, a petition requesting annexation of an area described in said petition was received on October 5, 2018 by the Town Council; and

**WHEREAS**, NCGS 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

**WHEREAS**, the Town Council of the Town of Winterville seems it advisable to proceed in response to this request for annexation.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Winterville that:

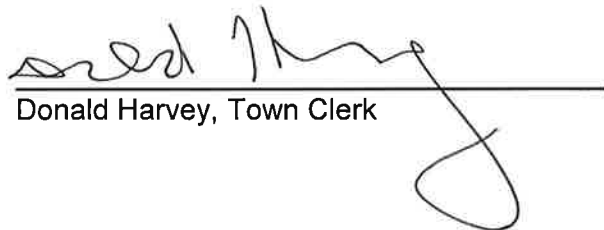
The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Town Council the result of her investigation.

Adopted this the 8<sup>th</sup> day of October, 2018.



  
\_\_\_\_\_  
Douglas A. Jackson, Mayor

ATTEST:

  
\_\_\_\_\_  
Donald Harvey, Town Clerk

**CERTIFICATE OF SUFFICIENCY**

**Aquatic Holdings, LLC  
214 Beacon Drive (Parcel 82774)**

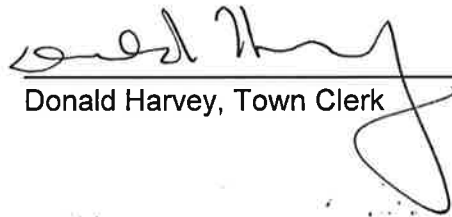
To the Town Council of the Town of Winterville, North Carolina:

I, Donald Harvey, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by the managing member of the real property lying in the area described herein, in accordance with NCGS 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Winterville this the 12<sup>th</sup> day of October, 2018.

SEAL



  
Donald Harvey, Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** November 13, 2018

**Presenter:** Anthony Bowers, Finance Director

**Item to be Considered**

**Subject:** Resolution Designation of Applicants Agent – FEMA and the State of North Carolina.

**Action Requested:** Approve the Resolution.

**Attachments:** Designation of Applicants Agent Form.

**Prepared By:** Anthony Bowers, Finance Director

**Date:** 11/7/2018

**ABSTRACT ROUTING:**

TC

FD

TM 11/8/2018

Final 11/8/2018

**Supporting Documentation**

As a result of Hurricane Florence, the Town is applying for FEMA assistance. As part of this process, FEMA pays 75% of the reimbursements and the State of North Carolina pays the remaining 25%. The State requires applicants to designate a primary and secondary agent. This will allow the Finance Director to be the primary agent. The primary agent, will prepare and submit the required documentation needed for reimbursements and represent the Town of Winterville with FEMA and the State of North Carolina.

**Budgetary Impact:** N/A.

**Recommendation:** Approve the Resolution.

**RESOLUTION**  
**DESIGNATION OF APPLICANT'S AGENT**  
North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) **Town of Winterville** Disaster Number: **FEMA-4393-DR-NC**

Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):

Applicant's Fiscal Year (FY) Start **2018-2019** Month: **July** Day: **1st**

Applicant's Federal Employer's Identification Number  
**56 - 6001376**

Applicant's Federal Information Processing Standards (FIPS) Number

PRIMARY AGENT	SECONDARY AGENT
Agent's Name <b>Anthony Bowers</b>	Agent's Name <b>Terri L. Parker</b>
Organization <b>Town of Winterville</b>	Organization <b>Town of Winterville</b>
Official Position <b>Finance Director</b>	Official Position <b>Town Manager</b>
Mailing Address <b>PO Box 1459</b>	Mailing Address <b>PO Box 1459</b>
City ,State, Zip <b>Winterville, NC 28590</b>	City ,State, Zip <b>Winterville, NC 28590</b>
Daytime Telephone <b>(252) 215-2348</b>	Daytime Telephone <b>(252) 215-2341</b>
Facsimile Number <b>(252) 215-2454</b>	Facsimile Number <b>(252) 215-2451</b>
Pager or Cellular Number <b>(252) 902-9336</b>	Pager or Cellular Number <b>(252) 717-7948</b>

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and **the assurances printed on the reverse side hereof**. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title	Name <b>Donald A. Harvey</b>
Name and Title	Official Position <b>Town Clerk</b>
Name and Title	Daytime Telephone <b>(252) 215-2344</b>

**CERTIFICATION**

I, **Donald A. Harvey**, duly appointed and **Town Clerk** of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the **Town of Winterville** on the **13th** day of **November, 2018**.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



## APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

## STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** November 13, 2018  
**Presenter:** Travis Welborn, Public Works  
Director

**Item to be Considered**

**Subject:** Approval of Contract with Tri-State Utilities for Cleaning & Inspection of Sewer Mains.

**Action Requested:** Approve Contract for bid amount.

**Attachments:** Certified Bid Tab & Letter of Recommendation.

**Prepared By:** Travis Welborn, Public Works Director

**Date:** 10/30/2018

**ABSTRACT ROUTING:**

TC                       FD                       TM 11/8/2018                       Final 11/8/2018

**Supporting Documentation**

Staff received bids on Thursday November 8, at 2:00 pm for the cleaning and CCTV inspection of approximately 15,900 linear feet of gravity sanitary sewer main for the Town's Phase II Sewer System Evaluation & Survey. The Contractor will clean the designated portions of the sewer system and then camera them to look for leaks and other abnormalities. The data will be used to prioritize repairs to the Town's sewer system as part of the recently approved loan with the State Revolving Fund. Tri-State Utilities was the lowest responsible bidder with a bid amount of \$58,817.50.

**Budgetary Impact:** The money for this contract is budgeted as part of the Capital project Ordinance approved previously. The contract will be paid out of the zero percent interest loan that the Town received from the State Revolving Fund. \$53,000 was budgeted for in the loan application package, so this portion of the work is slightly over budget, and this overage will need to be made up in the professional services or construction portion of the contract.

**Recommendation:** Approval of Contract.


**RIVERS AND ASSOCIATES, INC.**  
**BID TABULATION SHEET**

OWNER: Town of Winterville  
 PROJECT: Clean & CCTV

LOCATION: Rivers & Associates, Inc.  
 BIDS OPENED: Thursday, Nov. 8, 2018, 2:00pm

CERTIFICATION

I CERTIFY THAT THIS IS A TRUE RECORD OF BIDS RECEIVED.

  
 \_\_\_\_\_



CONTRACTOR ADDRESS		Tri-State Utilities Co. 2111 Smith Avenue Chesapeake, VA 23320 32168		Bio-Nomic Services 530 Woodlawn Street Belmont, NC 28012 73569		
LIC#						
ITEM NO.	QTY.	UNIT DESCRIPTION	UNIT PRICE	COST	UNIT PRICE	COST
1.	1	LS Mobilization (Not to exceed 3% of Total Bid)	\$1,800.00	\$1,800.00	\$1,850.00	\$1,850.00
2.	9,830	LF Clean & CCTV 8" Gravity Sewer Mains	\$3.45	\$33,913.50	\$3.75	\$36,862.50
3.	4,340	LF Clean & CCTV 10" Gravity Sewer Mains	\$3.45	\$14,973.00	\$3.75	\$16,275.00
4.	1,730	LF Clean & CCTV 12" Gravity Sewer Mains	\$4.70	\$8,131.00	\$5.25	\$9,082.50
<b>TOTAL BID</b>				<b>\$58,817.50</b>		<b>\$64,070.00</b>
<b>E-Verify and Iran Divestment</b>			Not Submitted		Submitted	

P:\Muni\Winterville\Clean&CCTV\G\Bid Submittal\BidTab

November 8, 2018

Mr. Travis Welborn, P.E.  
Public Works Director  
Town of Winterville  
2936 Church Street  
Winterville, North Carolina 28590

SUBJECT: Winterville SSES Phase II  
Evaluation of Bids – Clean and CCTV Contract  
File 2018123 C

Dear Travis:

Informal solicitation for the subject project was sent to four potential bidders. Informal Bids were received for the Winterville SSES Phase II Project on November 8, 2018. Two bids were received for the Project. The apparent lowest bidder is Tri-State Utilities of Chesapeake, Virginia base bid amount of \$58,817.50 is approximately \$5,252.50 (8% +/-) lower than the second lowest bidder, Bio-Nomic Services of Belmont, North Carolina. Attached is the Bid Tabulation Sheet for your reference.

After review of the bid documents, we are able to recommend that the Town of Winterville award this particular contract to Tri-State Utilities.

Please advise if you have any questions, or would like to discuss this matter further.

Sincerely,



Seth Anderson, P.E.  
Project Engineer

Enclosure

cc: Ben Williams, Town of Winterville (w/enclosures)  
Blaine Humphrey, P.E., Rivers and Associates (w/o enclosures)  
File (w/enclosures)



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Old Business

**Meeting Date:** November 13, 2018

**Presenter:** Anthony Bowers, Finance Director

**Item to be Considered**

**Subject:** Capital Project Fund Ordinance for Sewer System Rehabilitation.

**Action Requested:** Adopt the Capital Project Ordinance.

**Attachments:** Sewer System Rehabilitation Capital Project Ordinance.

**Prepared By:** Anthony Bowers, Finance Director

**Date:** 11/2/2018

**ABSTRACT ROUTING:**

TC

FD

TM 11/7/2018

Final 11/7/2018

**Supporting Documentation**

In order to rehabilitate the Town's aging sewer infrastructure. The Town Council needs to approve the Capital Project Budget Ordinance. This ordinance is also required for financing with the State Revolving Fund.

The adoption of a Capital Project Budget Ordinance is defined in General Statute 159-13.2. The statutes state that the project ordinance must clearly identify the purpose of the project. It must also establish that the budget is balanced with equal amounts of revenues and appropriations. The project ordinance will only last the life of the project.

The establishment of this capital project fund will provide detailed background information that will be used for LGC application process, Financing Process, and Accounting for the project.

**Budgetary Impact:** The total project budget is \$3,602,900. The project is scheduled to be funded with debt proceeds from the NCDENR – State Revolving Fund. Annual debt service will be due one year from the closing date of the loan.

**Recommendation:** Adopt the Capital Project Ordinance.

**TOWN OF WINTERVILLE  
CAPITAL PROJECT BUDGET ORDINANCE**

**Sewer System Rehabilitation Project**

**BE IT ORDAINED** by the Town Council of the Town of Winterville, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

**Section 1:** The project authorized is for the Rehabilitation of the Town’s old and debilitated sewer lines most of which are over 40 years old. This project includes cleaning, slip lining and replacement of an estimated 22,800 feet of sewer line.

**Section 2:** The following amounts are appropriated for the project:

Construction	\$2,804,700
Contingency	\$ 280,500
Contracted Services	\$135,700
<u>Engineering Cost</u>	<u>\$382,000</u>
	<b>\$3,602,900</b>

**Section 3:** The following revenue is anticipated to be available for this project:

Debt Proceeds	\$3,532,200
<u>Sewer Fund Contribution</u>	<u>\$68,450</u>
	<b>\$3,602,900</b>

**Section 4:** The finance Officer is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the financing agreements.

**Section 5:** Funds may be advanced from the Sewer Fund for the purpose of making payments that are due. Reimbursement requests should be made to the loan agency in an orderly and timely manner.

**Section 6:** The Finance Director is directed to report, on a monthly basis, the financial status of each project element in Section 2 and on the total revenues received or claimed.

**Section 7:** Copies of this capital project budget ordinance shall be furnished to the Town Clerk, Governing Board, Finance Director, and Town Manager (Budget Officer) to be kept on file by them for their direction in the disbursement of funds.

Adopted this 13th day of November, 2018

\_\_\_\_\_  
Douglas A. Jackson, Mayor

Attest:

\_\_\_\_\_  
Donald A. Harvey, Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Old Business

**Meeting Date:** November 13, 2018  
**Presenter:** Travis Welborn, Public Works  
Director

**Item to be Considered**

**Subject:** Approval of Contract with DRC Emergency Services for Disaster Debris Removal

**Action Requested:** Approve Contract.

**Attachments:** Bid Tab w/ Bidder Comparisons, DRC Submittal Package, Standard Contract.

**Prepared By:** Travis Welborn, Public Works Director

**Date:** 10/31/2018

**ABSTRACT ROUTING:**

TC \_\_\_\_\_

FD \_\_\_\_\_

TM 11/7/2018

Final 11/7/2018

**Supporting Documentation**

Bids were received on September 15, 2018 for Disaster Debris Clearance and Removal Services for the Town of Winterville. These services are for the collection and disposal of all debris generated by natural disasters or man made emergencies. Debris includes but is not limited to vegetative debris such as trees, limbs, and leaves; construction and demolition debris such as sheetrock, drywall, and personal belongings; and other miscellaneous debris such as soil and/or animal carcasses. Two contractors (DRC and CERES) submitted quotes for the contract, and three contractors submitted no quotes or declined to offer a bid. After the past two hurricanes Town staff has fortunately been able to complete all debris removal operations in house, which saves time and money; however in the event that too much debris is generated for Town staff to handle DRC Emergency Services would provide the debris removal services. This is an open contract with no actual cost to the Town until such time as the Town requests assistance from the Contractor. In addition to providing debris collection and removal services after an event, DRC is able to assist the Town with pre-event planning and training, service restoration and street clearing immediately following an event; and management of a temporary debris staging site. The base contract length is for one (1) year with an option for the Town to extend the contract for an additional four (4) years. Staff evaluated the two bids and determined that in the most likely scenario DRC would be the most cost effective contractor for the Town. They also have an office in Surf City, NC which is only approximately 2 hours from the Town of Winterville. The contractor has provided their standard contract document which will be executed upon approval by Town Council and review by the Town Attorney.

**Budgetary Impact:** No money is budgeted for natural disaster debris collection and removal each year. If an event were to occur that forced the Town to request assistance a budget amendment would need to be made at that time. The estimated contract amount for that event would also be determined at that time based on conditions.



**TOWN OF WINTERVILLE**  
**WINTERVILLE, NORTH CAROLINA**  
**BID PROPOSALS FOR DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES CONTRACT**  
**BID TABULATION -**  
**BID DEADLINE: 09/15/2018 TIME: 2:00PM**

Item No.	DESCRIPTION	Unit	VENDOR NAME AND ADDRESS					
			Ceres	DRC	Ash Britt	Stone Mountain	Coxwell	
1	Mobilization and Demobilization (Lump Sum)	Lump Sum	Weighted %	\$500.00	\$0.00			
2	C&D Debris Removal from Public Property (Right-of-way) and Hauling to Debris Management Site (DMS), based on one-way haul distance							
	0-15.9 miles	Cubic Yd	0	\$9.44	\$12.15			
	16-30.9 miles	Cubic Yd	0	\$9.98	\$13.15			
	31-60 miles	Cubic Yd	0	\$10.48	\$14.15			
3	Vegetative Debris Removal from Public Property (Right-of-way) and Hauling to DMS, based on one-way haul distance							
	0-15.9 miles	Cubic Yd	12	\$9.44	\$8.75			
	16-30.9 miles	Cubic Yd	0	\$9.98	\$9.45			
	31-60 miles	Cubic Yd	0	\$10.48	\$9.45			
4	C&D Direct Haul to Final Disposal site from Public Property right of way (non DMS option)							
	0-15.9 miles	Cubic Yd	5	\$9.98	\$12.15			
	16-30.9 miles	Cubic Yd	0	\$10.48	\$13.15			
	31-60 miles	Cubic Yd	0	\$10.98	\$14.15			
5	Stumps greater than 24 inch diameter - Direct Haul to Final Disposal site from public property right of way (stump volume shall be calculated using FEMA approved conversion table)							
	0-15.9 miles	Cubic Yd	1	\$18.00	\$12.15			
	16-30.9 miles	Cubic Yd	0	\$22.00	\$13.15			
	31-60 miles	Cubic Yd	0	\$26.00	\$14.15			
6	Vegetative Direct Haul to Final Disposal site from Public Property right of way (non DMS option)							
	0-15.9 miles	Cubic Yd	70	\$9.28	\$8.75			
	16-30.9 miles	Cubic Yd	0	\$9.78	\$9.45			
	31-60 miles	Cubic Yd	0	\$10.78	\$9.45			
7	Disaster deposited silt, mud, or sand, hauled from the designated site to DMS or site of final disposition							
	0-15.9 miles	Cubic Yd	0	\$9.98	\$12.15			
	16-30.9 miles	Cubic Yd	0	\$10.48	\$13.15			
	31-60 miles	Cubic Yd	0	\$11.48	\$14.15			
8	Re-Haul of C&D or reduced vegetative material of previously documented Debris from DMS to site of final disposition							
	0-15.9 miles	Cubic Yd	2	\$3.50	\$4.75			
	16-30.9 miles	Cubic Yd	0	\$4.75	\$5.75			
	31-60.9 miles	Cubic Yd	0	\$5.20	\$6.75			
	61-119.9 miles	Cubic Yd	0	\$7.30	\$8.95			
	120-150 miles	Cubic Yd	0	\$11.50	\$10.95			
9	Cutting of standing tree determined by Town to be hazardous (Cutting only)							
	6-11.99 inch diameter	Tree	0	\$55.00	\$50.00			
	12-23.99 inch diameter	Tree	0	\$95.00	\$75.00			
	24-35.99 inch diameter	Tree	0	\$155.00	\$100.00			
	36-47.99 inch diameter	Tree	0	\$195.00	\$150.00			
	48 inch diameter and greater	Tree	0	\$245.00	\$200.00			
10	Cutting and/ or removal of Dangerous Hazardous Limbs from tree (must be greater than 2" to be eligible ) (cutting only).							
	1 to 2 limbs	Tree	0	\$82.00	\$85.00			
	3 to 4 limbs	Tree	0	\$82.00	\$85.00			
	5 or more limbs	Tree	0	\$82.00	\$85.00			
11	Cutting fallen trees on public right of way (if extending from private property, tree is cut from point of entry to ROW)	Tree	0	\$40.00	\$100.00			
12	Hazardous Stump Extraction. Each stump to be measured 2 feet from mean ground level. This item is for extraction fee only. For hauling purposes, stumps will be converted to cubic yard measurement and hauled under vegetative rate							
	>24-35.99 inch diameter	Each	0	\$125.00	\$250.00			
	36-48 inch diameter	Each	0	\$175.00	\$350.00			
	48 inch diameter and greater	Each	0	\$225.00	\$450.00			
13	Backfilling of stump root ball holes with suitable soil material	Each	0	\$125.00	\$75.00			
14	Collection, hauling and final disposition fo eligible White Goods including but not limited to refrigerators, stoves, water heaters, washer, dryer, etc.	Per Unit	0	\$45.00	\$75.00			
15	Staging collection and hauling to Town designated solid waste facility of Refrigerator Contents or spoiled food	Ton	0	\$125.00	\$495.00			
16	Comprehensive Management of DMS and material handling. Includes, loading of debris, sorting, segregation, preparation for re-haul and special equipment for handling materials. Includes roadway construction at site, traffic control and inspection tower construction as needed.	Per Cubic Yd	5	\$1.68	\$1.25			
17	Reduction of DMS Materials by Grinding	Per Cubic Yd	5	\$2.55	\$3.49			
18	Reduction of DMS Materials by Incineration	Per Cubic Yd	0	\$0.75	\$2.75			
19	DMS preparation and reclamation. Include constructions of roadway at site, traffic control and inspection tower (s) as needed and maintenance throughout life of project. Close-out work includes reclamation and restoration by removal of constructions.	Per Site, per Month	0	\$500.00	\$5,000.00			
20	Load and Haul of storm deposited soils (silt, sand or mud)	Per Cubic Yd	0	\$9.98	\$13.25			
21	Clearing debris from ditches and drainage canals							
	1 foot to 10 feet (average width)	Per Linear Ft.	0	\$8.00	\$50.00			
	10.1 to 20 feet (average width)	Per Linear Ft.	0	\$18.00	\$75.00			
	20.1 to 35 feet (average width)	Per Linear Ft.	0	\$32.00	\$150.00			
	Greater than 35 feet (average width)	Per Linear Ft.	0	\$38.00	\$200.00			
22	Collection, hauling and final disposal of dead animal carcasses.	Per lb.	0	\$0.89	\$2.00			

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408 N. Topsail Drive • Surf City, NC 28445  
(888) 721-4372 • Fax: (504) 482-2852  
www.drcusa.com

NC License No. 65090

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**REQUEST FOR PROPOSAL**  
Disaster Debris Clearance and Removal Services

RFP NO. 20120620

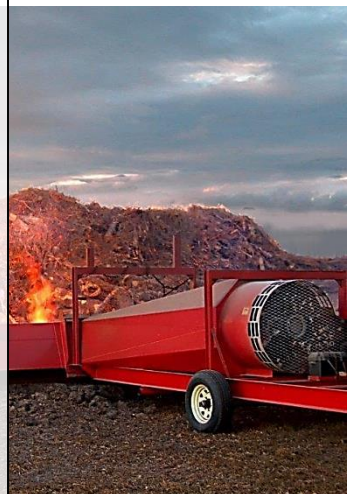
SEPTMEBER 15, 2018 • 2:00PM  
ORIGINAL

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**TOWN OF WINTERVILLE**  
2571 Railroad Street • Winterville, NC 28590

**PREPARE•RESPOND•RECOVER**

POINTS OF CONTACT:  
Kristy Fuentes, [Kfuentes@drcusa.com](mailto:Kfuentes@drcusa.com)  
Tony Swain, [Tswain@drcusa.com](mailto:Tswain@drcusa.com)







408 N. Topsail Drive • Surf City, NC 28445 • (888) 721-4372 • Fax: (504) 482-2852  
[www.drcusa.com](http://www.drcusa.com)

September 17, 2018

Town of Winterville  
2571 Railroad Street  
Winterville, NC 28590

Re: Disaster Debris Clearance and Removal Services  
RFP No. 20120620

Dear Sir or Madam,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and the Town of Winterville our proposal to provide Disaster Debris Clearance and Removal Services as required in the above referenced RFP. DRC ES is among the leading disaster management companies in the United States. Our services include emergency debris removal; disaster management—including temporary housing, workforce housing and life support—as well as required FEMA documentation; debris management; right-of-way maintenance; marine debris, salvage and recovery; vehicle and vessel removal and processing; technical assistance and project management; construction and construction management; demolition; and landfill management.

Following Hurricane Ike in 2008, DRC ES established a single-day productivity record for post-disaster debris removal in the City of Houston as recognized by FEMA. DRC ES also holds a 29-year record of 100% federal reimbursement for eligible work performed.

DRC has an office in Surf City, North Carolina, which is located less than 2 hours from the Town of Winterville. Our additional office locations in Galveston, Texas, New Orleans, Louisiana, Semmes, Alabama, and West Palm Beach, Florida provide us with geographical maneuverability along the Gulf Coast, and allow us to continue to provide services to the Town of Winterville should any location be compromised during a disaster. DRC currently has dozens of reservists and hundreds of subcontractors ready to participate in any response effort. Depending on the size of an event which may strike the Town of Winterville, DRC will dedicate all necessary manpower and equipment and in no case, will the project be understaffed.

Corporate officers with legal signing authority to bind DRC ES to the terms and conditions of this proposal include: John Sullivan, President; Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

The Regional Manager for the Town of Winterville is Tony Swain who can be reached at (888) 721-4372, by cell: (251) 402-3052 or by email: [Tswain@drcusa.com](mailto:Tswain@drcusa.com).

This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your RFP. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with the Town of Winterville in the future.

Sincerely,



Kristy Fuentes

Vice President, Secretary, Treasurer

**ACTION IN LIEU OF  
A MEETING OF THE  
MANAGER OF  
DRC EMERGENCY SERVICES, LLC**

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the “Act”), in lieu of a meeting of the sole Manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the “Company”), and is made effective as of January 19, 2016.

WHEREAS, Section 4.2 of the Company’s Second Amended and Restated Operating Agreement dated January 20, 2016 (as amended, the “LLC Agreement”) and the Act permit the Manager of the Company to take the following actions; and

WHEREAS, the undersigned, DRC Equity LLC, constitutes the sole Manager of the Company (the “Manager”).

NOW, THEREFORE, the undersigned hereby makes the following resolutions and consents to the following actions in lieu of a meeting of the Manager of the Company:

1. The following persons, in their respective corporate capacities indicated below, are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to, any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

<u>Name</u>	<u>Office/Capacity</u>
John R. Sullivan	President
Kristy Fuentes	Vice President of Business Development, Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same counterpart. This written consent shall be filed with the minutes of the proceedings of the Manager of the Company.

**[SIGNATURE PAGE FOLLOWS]**

Dated effective as of the date first written above.

**DRC EMERGENCY SERVICES LLC**

By: **DRC EQUITY, LLC**  
a Texas limited liability company  
Its: Manager



---

By: John R. Sullivan  
Its: President



License Year

2018

License No.

65090

# North Carolina

## Licensing Board for General Contractors

This is to Certify That:

DRC Emergency Services, LLC  
Metairie, LA

is duly registered and entitled to practice  
**General Contracting**

Limitation: Unlimited  
Classification: Building

until

December 31, 2018

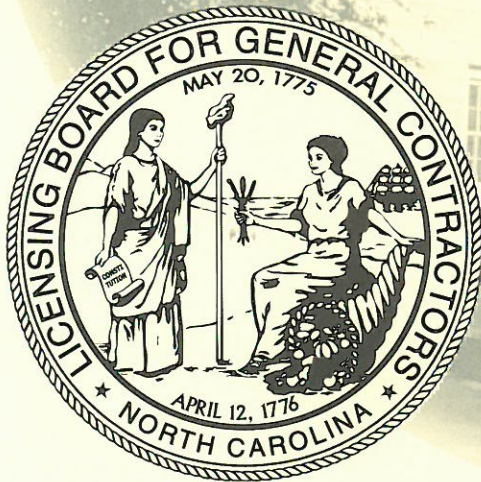
when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2018

This certificate may not be altered.



*[Signature]*  
Chairman

*C. Frank Wiesner*  
Secretary-Treasurer



# NORTH CAROLINA

## Department of the Secretary of State

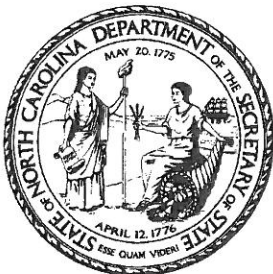
### CERTIFICATE OF AUTHORIZATION (Limited Liability Company)

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

#### **DRC EMERGENCY SERVICES, LLC**

a limited liability company organized under the laws of Alabama, was authorized to transact business in the State of North Carolina by issuance of a certificate of authority on the 9th day of August, 2006.

I FURTHER certify that the said limited liability company's certificate of authority is not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said limited liability company's certificate of authority is not revoked for failure to comply with the provisions of the North Carolina Limited Liability Company Act; and that a certificate of withdrawal has not been issued in the name of the said limited liability company as of the date of this certificate.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 2nd day of December, 2015.

*Elaine F. Marshall*

Secretary of State



## STATEMENT OF QUALIFICATIONS

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For over 29 years, DRC has provided extensive disaster recovery services, environmental services and civil construction to governments and private citizens alike. As a leader in the recovery industry, our passion is helping communities prepare for the worst while being prepared to deliver a rapid response when necessary, all to facilitate the most efficient recovery possible. Setting new industry standards is what our customers have come to expect, and DRC takes pride in our versatility and in our innovative approach to every job. Having successfully completed over \$2 billion in contracts over the last 29 years alone, DRC employs scores of talented professionals ready to satisfy our client's needs. We are proven, and we are ready.

The primary mission of DRC is to provide a **professional, honest, and immediate response** to natural and man-made disasters throughout the world. DRC has developed extensive experience and capabilities in emergency response and recovery over 29 years including, but not limited to:

- Debris Management
- Demolition
- Marine Debris, Salvage, and Recovery
- Vehicle and Vessel Removal and Processing
- Technical Assistance and Project Management
- Temporary Housing, Workforce Housing and Life Support
- Construction and Construction Management
- Landfill Management
- Civil, Heavy, and Recovery Construction
- Oil Spill Response and Mining
- Right-of-way maintenance
- Beach Renourishment
- Canal Bank Stabilization
- Drainage Improvement Projects
- Hazardous Waste Segregation
- Environmental Control
- Traffic Control
- Tree Trimming and Removal
- Emergency Supplies and Support

DRC is capable of handling all or part of any disaster remediation including the FEMA reimbursement process. DRC companies and affiliates have the experience, personnel, and equipment to mobilize immediately and are dedicated to providing professional, cost effective, responsive, high-quality service using our extensive experience and capabilities in emergency response and recovery as our guide.

- Highly Qualified and Experienced Supervisors and Project Managers
- Professional and Knowledgeable Administrative Personnel
- Efficient and Professional Work Crews and Equipment Crews
- Qualified, Experienced, and Licensed Subcontractors and Contract Reservists
- Specialized and Maintained Knuckle-Booms Loaders and Bucket Truck Crews
- Heavy Trucks and Hauling Equipment
- Specialized Attachments and All Necessary Support Equipment



## NOTABLE ACHIEVEMENTS AND EXPERIENCE

- Following Louisiana Severe Storms and Flooding (DR-4277), DRC picked up 1 million cubic yards of debris over the course of 30 days in East Baton Rouge Parish.
- Simultaneously mobilizing, staffing and successfully operating 39 individual projects throughout the Southeastern US valued in excess of two hundred million dollars
- Providing, placing in service and simultaneously utilizing in excess of 4,000 pieces of specialized equipment Maintaining an experienced cadre of over fifty Program and Project Managers
- Establishing a single-day productivity record for post-disaster debris removal as recognized by FEMA in 2008 for collecting 440,000 cubic yards in a single day
- Earning recognition as one of the Top 50 Specialty Contractors by *Engineering News-Record*
- Designing, implementing, managing and financing a 150-mile Gulf of Mexico shoreline protection system in response to the BP oil spill
- Establishing industry standards for total volume recycled by recycling 100% of the volume collected in Houston, TX following Hurricane Ike
- Designing and implementing new standards for moving work zones
- A 29-year record of 100% federal reimbursement for eligible work performed

## HISTORY

The company was formed in 1989 in response to Hurricane Hugo. In 2001 the company began operating as DRC Emergency Services, LLC. DRC has responded to numerous natural or man-made disaster events involving hundreds of contracts. DRC has collected over 200 million cubic yards of debris and established industry benchmarks for debris recycling and collection efficiencies. The 2008 hurricane season produced two devastating storms in Hurricane Ike and Hurricane Gustav in which DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston. DRC recycled 100% of the debris we collected in Houston, TX in the wake of Hurricane Ike, which amounted to over 5 million cubic yards. We also set an industry record for the most debris collected in a single day in 2008 and, according to FEMA officials, the record still stands today.

During the 2004 Hurricane season alone, DRC worked 37 virtually simultaneous, separate contracts performing a total of over \$150,000,000 in emergency work, and recovering over 10,000,000 cubic yards of debris in a four and half month period. In approximately 100 days DRC removed and disposed of approximately 10,000,000 cubic yards of debris. DRC also recovered, screened and restored tens of thousands of cubic yards of displaced sand and debris to restore 15 miles of beaches destroyed in Florida in the aftermath of Hurricane Ivan. During 2005 and 2006, DRC performed work on damages from Hurricanes Katrina, Rita and Wilma from the Florida Keys to Louisiana all the way to Houston, Texas. DRC Emergency Services, LLC possess extensive experience with disaster debris removal and therefore has an excellent understanding of the work to be performed.

Having performed debris operations nearly all of the United States and internationally for over 29 years, DRC takes pride in bringing innovation and professionalism to each project undertaken. We've consistently demonstrated an ability to both self-perform work immediately and engage a network of over 5,000 subcontracting partners. This unique ability means that no matter the location or size of an event, we can respond immediately and effectively.

## FINANCIAL STRENGTH AND STABILITY

DRC is one of the most financially sound and stable companies in the disaster response industry. With a bonding capacity of over \$150.0 million and access to dedicated cash and credit lines in excess of \$100.0 million, DRC has the ability to manage and complete simultaneous projects without being hindered by a lack of operating capital. During multiple storms seasons over the past decade, DRC operated substantially out of pocket prior to client payment, yet remained fully capable of providing the critical services necessary to complete all contracts.

DRC is managed and operated by the ownership SLSCO, L.P. (SLS), which is a very well-capitalized, privately-held family of companies specializing in disaster response, recovery and restoration. Prior to the acquisition of DRC and throughout its twenty-year history, SLS has never failed to meet an obligation due to financial instability. The ownership of SLS is dedicated to providing and sustaining the capital necessary to allow DRC to remain a leader in the disaster recovery industry.

- DRC is capable of insuring projects of any size, with unlimited key coverage amounts. With the support of SLS, DRC has over \$100.0 million of available working capital and has the financial ability to bid on and perform projects in excess of \$250.0 million.
- DRC has a bonding capacity of over \$150.0 million.
- In 2008, following Hurricanes Ike and Gustav, DRC provided debris removal services for 36 separate and simultaneous disaster management services contracts, including the cities of Houston, Galveston and New Orleans. The total value of these contracts was approximately \$200.0 million.
- In 2005-2006, DRC mobilized, performed and completed a contract valued at over \$100.0 million for the Louisiana Department of Transportation and Development in response to Hurricane Katrina, while performing numerous other projects across the United States.
- During the 2004 hurricane season, DRC worked 37 separate contracts totaling over \$150.0 million in emergency work, recovering over 10.0 million cubic yards of debris in a four-and-a-half-month period. Throughout this period, all subcontractors were paid on a weekly basis regardless of the timing of DRC's receipt of interim client invoice payments.
- DRC has never failed to complete any awarded work, has never defaulted on a contract and has never filed for bankruptcy. The Company has a 100% assignment completion record.

### ***BANKING***

Texas Capital Bank  
Mike Chryssikos  
Senior Vice President  
One Riverway, Suite 2100  
Houston, TX 77056  
(832) 308-7109  
[michael.chryssikos@texascapitalbank.com](mailto:michael.chryssikos@texascapitalbank.com)

### ***SURETY***

Bowen, Miclette & Britt Insurance Agency, LLC  
Toby Miclette  
Surety Bond Producer, Senior VP  
1111 North Loop West, Suite 400  
Houston, TX 77046  
(713) 880-7109  
[Tmiclette@bmbinc.com](mailto:Tmiclette@bmbinc.com)

### ***INSURANCE***

McGriff, Seibels & Williams  
Rob Harrison  
818 Town & Country Blvd., Suite 500  
Houston, TX 77024  
(713) 940-6544  
[Rob.harrison@mcgriff.com](mailto:Rob.harrison@mcgriff.com)

## COMMITMENT TO COMPLIANCE AND ETHICAL BUSINESS CONDUCT

DRC Emergency Services, LLC strives to provide the most dependable, honest, customer-centric services in the industry, while upholding the highest standards of ethical conduct and compliance at all times. To better ensure our continued compliance with law and rules and regulations, DRC's senior management has established a formal code of business conduct. By implementing these guidelines, DRC is fully demonstrating its commitment to adhere to the highest professional standards and to act as a trustworthy source of unique capabilities to our public and private contracting partners. In addition, we expect that all contractors and individuals that work with us while serving our public and private customers shall also adhere to the highest ethical business conduct standards.

Kristy Fuentes, DRC's Chief Compliance Officer, oversees the Corporate Compliance Program, functioning as an independent and objective body that reviews and evaluates compliance issues/concerns within the organization as well as external issues relating to DRC's interaction with customers and environmental factors. The position ensures our management, employees and customers are in compliance with the rules and regulations of regulatory agencies; that company policies and procedures are being followed; and that behavior in the organization meets the company's Standards of Conduct. The Chief Compliance Officer acts as staff to the President and an independent reporter to management and General Richard Bednar (DRC's independent third-party compliance consultant) by monitoring and reporting results of the compliance/ethics efforts of the company and in providing guidance for senior management team on matters relating to compliance. The Chief Compliance Officer, together with General Bednar, is authorized to implement all necessary actions to insure achievement of the objectives of an effective compliance program. The Corporate Compliance Office exists:

- As a channel of communication to receive and direct compliance issues to appropriate resources, including DRC's independent third-party compliance consultant, for investigation and resolution, and
- As an independent conduit to management regarding Company activities
- As a final internal resource with which concerned parties may communicate after other formal channels and resources have been exhausted.
- As a resource to our individual customer base regarding contract compliance, environmental compliance and any and all issues involving contract performance.

### DRC'S CORE VALUES

- Tell the Truth. In all business matters, we are committed to finding the truth and telling the truth. Truth-telling is a fundamental obligation of the DRC Emergency Services, LLC executive leadership and all employees.
- Use Common Sense and Good Judgment. We rely on the integrity of our employees and expect that they apply common sense and good judgment even when no one is watching.
- Work Hard. We expect all employees to give the full measure of honest effort to their working responsibilities, while maintaining a healthy life balance with wholesome off-duty interests and activities.
- Be Prepared. The nature of our emergency services work demands that all of us be in a continuing state of readiness. Responding to urgent calls for our help with the right personnel and equipment assets sets us apart from the competition.
- Be Accountable. We are accountable for everything we do or fail to do. We take ownership of our actions and stand up to the consequences of those actions whether positive or harmful to our customers or our Company.
- Show Courtesy and Respect. Our culture is built on the initiative, strengths and dedication of our people. We treat each other with respect, honesty, courtesy and fairness. We value the different skills, perspectives and experiences of our people.
- Protect Privacy: The privacy and integrity of customer and employee records and information is part of showing respect. Personal or private information should be disclosed only after conferring with and receiving permission from the individual or customer.

### APPLICATION OF CORE VALUES

- To our customers we place highest priority on the timeliness of our response, our practical effectiveness, and

the quality of our services and solutions.

- To our fellow employees we look out for their welfare, safety and health. We promote an environment that encourages new ideas, doing the right thing, enjoyment of work and equal opportunity for advancement.
- To our suppliers and subcontractors, we are fair and professional in all our dealings. We honor our commitments to our business partners. We select business partners who will adhere to ethical standards.
- To our neighbors wherever we work we are responsible citizens who respect the laws and customs of the communities in which we work.

## COMPLIANCE STANDARDS AND PROCEDURES

DRC Emergency Services, LLC, by virtue of its preparedness, responsiveness, demonstrated comprehensive competency, ethical business conduct and fair pricing, aspires to be the “first in response” for natural and physical disasters requiring an urgent response team.

DRC is an organization of people who work as a team to provide solutions to our customers’ urgent problems, while always doing the right thing. We recognize that *how* we do our work is as important as *what* work we do. We will not tolerate any short cuts when it comes to our ethical values and standards of conduct.

*“I will say that I have not worked with a more committed group of people when it came to honoring the contract you had with our county.” – Henry W. Bertram, Pendleton Judge/Executive, Commonwealth of Kentucky*

The senior management and key personnel of DRC are committed to the highest standard of ethical conduct and compliance. DRC is partnered with a nationally recognized government compliance and ethics firm and is committed to adhering to the highest professional standards and always acting as a trustworthy source of our unique capabilities to our public and private contracting partners. In addition, we expect that all contractors and individuals who work with us in serving our public and private clients shall also adhere to high ethical business conduct standards.

DRC has also established a very detailed ethics program with procedures to detect some of the obvious and easier ways that fraud occasionally occurs. For instance, typically, no DRC or subcontractor employees are allowed to participate in the measurement of trucks; this is entrusted to local government, state EMA and/or FEMA officials. DRC uses a detailed measurement documentation program to ensure the integrity of the haul and vehicle measurements and the safety and integrity of the vehicles and their drivers.

DRC has a detailed and specific program of ticketing and reconciliation verification that, we believe, meets or exceeds the FEMA requirements and has instituted additional programs and procedures to ensure protection to the greatest possible extent against fraud, waste and/or abuse. Our Project Managers, Supervisors and Foremen are typically trained in fraud reduction and detection and report any suspected instances thereof to Project Managers, assigned internal auditors and/or counsel.

All of our executives and employees deal honestly and fairly with our customers, suppliers, competitors, regulators and with each other. In doing business with federal, state and local governments we adhere to their rules and regulations that touch our work and our business conduct.

### SAFETY PROCEDURES

Through careful planning, hazard recognition and control, safety indoctrination and training and rigorous attention to safety procedures, DRC ensures the health and safety of personnel at our work sites and the public adjacent to our work sites.

DRC’s Corporate Safety Plan includes Safety Plans and Policies, an Accident Prevention Plan and a Substance Abuse Policy. It is the policy of this organization to provide and maintain work environments and procedures which will (1) safeguard public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.

The key contractor responsibilities concerning safety include (1) providing all personnel a general safety and health indoctrination and a safety and health orientation/screening prior to the commencement of work (or any single phase of work); (2) the continuing instruction/monitoring of each contractor, subcontractor, supplier and employee in the safe operation of their specific area of responsibility using the proper tools and in accordance with the safety procedures and guidelines as outlined by the United States Army Corps of Engineers.

A copy of DRC's Corporate Safety Plan is available for review upon request.

### ***QUALITY CONTROL PLAN***

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The purpose of the Quality Control Plan is to promote efficient and safe operations and a quality product. DRC's approach to quality control consists of a series of tasks and processes tailored to suit the challenging circumstances facing the Town of Winterville in the wake of a disaster event.

A copy of the Quality Control Plan is available for review upon request.

### ***EMPLOYEE PERFORMANCE AND TRAINING***

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As one of the leading disaster response companies in the United States, we have developed one of the most capable recovery teams in the nation. Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris.

All personnel records (management, supervisors, foremen and laborers) are reviewed prior to deployment of personnel, to ensure all personnel have current documentation of training for each position they could be assigned (in accordance with OSHA, EPA and other applicable regulations and standards).

DRC, subcontractors, associates and contract reservist personnel have specialized training for emergency management and/or have attended multiple industry seminars and conferences. DRC, its subcontractors and/or personnel maintain membership in many professional organizations, including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC and/or its' affiliates, associates and/or subcontractors are licensed General Contractors in the states in which DRC performs disaster response services and are familiar with USACE, FEMA and FHWA rules and regulations, the Stafford Act and 44CFR, as they pertain to emergency response, recovery and reimbursement.

*"In every occasion, DRC remained client oriented, responsive and delivered excellent service to Escambia County"*

*– Keith Wilkins*

*REP, Director of Community & Environmental Department, Escambia County, Florida*

### ***DRUG FREE WORKPLACE PROGRAM***

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DRC is a community in which responsibilities and freedoms are governed by policies and codes of behavior, including penalties for violations of these standards as stated in your Employee Manual. DRC has a standard of conduct that prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol by employees on DRC's site and/or client sites or as a part of DRC's activities. DRC will impose disciplinary sanctions on employees ranging from educational and rehabilitation efforts up to and including expulsion or termination of employment and referral for prosecution for violations of the standards of conduct. Each situation will be look at on a case-by-case basis.

It is the goal of DRC to maintain a drug-free workplace. To that end, and in the spirit of the Drug-Free Workplace Act of 1988, DRC has adopted the following policies:

1. The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.
2. Employees who violate this prohibition are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.
3. As an on-going condition of employment, employees are required to abide by this prohibition and to notify, in writing and within five (5) days of the violation, her/his supervisor or the Managing Director or Vice President of any criminal drug statute arrest or conviction they receive.
4. If an employee receives such a conviction DRC shall: take appropriate personnel action against the employee, up to and including termination.
5. DRC provides information about drug counseling and treatment.
6. DRC reserves the right to search and inspect for the maintenance of a safe workplace.



## ***TECHNICAL TRAINING AND EDUCATIONAL SERVICES***

DRC Emergency Services, LLC, by comprehensive planning and support, along with vigorous training, can help local government reach a level of readiness that will allow the government to address these contingencies with confidence. We are committed to helping our clients understand the principals and all hazard aspects of Emergency Management, and we have had overwhelming success with training programs and pre-event planning workshops.

DRC has qualified personnel who are available to provide the Town of Winterville with Exercises, Plans, Formulation or Training on eligibility issues, reimbursement procedures, documentation, etc. DRC will provide regular annual or more frequent training and feedback sessions to the Town of Winterville as a service at no additional cost to the Town. Training sessions will address planning and reimbursement issues, as well as any other concerns of the Town, and are scheduled and led by DRC's Director of Training. Typically, training sessions also include DRC consultants and reservist personnel who are former FEMA personnel or who are intimately familiar with FEMA and other government regulations.

DRC's Director of Training travels the Country providing Debris Management and Response Readiness training to various Jurisdictions. Workshops can be offered in the manner most suitable for the jurisdiction, such as:

- Pre-Season Debris/Response Readiness Workshop
- Scenario Based Tabletop Exercise
- Debris Management Seminar
- Debris Readiness Exercise
- Discussion Based Debris Management Exercise
- Disaster Debris Awareness Exercise

When requested, DRC can offer a "Regional Debris Readiness Workshop" for smaller local government entities inviting neighboring jurisdictions for a combined training session.



## RECENT WORK EXPERIENCE

### HURRICANE IRMA

In early September 2017, Hurricane Irma made history as the most intense Atlantic hurricane to strike the United States since Katrina in 2005. Hurricane Irma made landfall on the Florida Keys as a category 4 storm and triggered one of the biggest blackouts in U.S. history leaving over 13 million people without power.

DRC met with the Florida Department of Transportation prior to Hurricane Irma's landfall and was pre-staged with Project Managers within 18 Counties including Taylor, Madison, Dixie, Levy, Gilchrist, Lafayette, Suwannee, Hamilton, Columbia, Union, Alachua, Bradford, Baker, Nassau, Duval, Clay, Putnam and St. Johns County. Following Irma, DRC simultaneously activated 8 PUSH contracts within these counties. Additionally, DRC provided food services to Palm Beach Gardens and Coconut Creek, prior to and after landfall.

In the aftermath of Hurricane Irma, FEMA designated 48 counties within Florida as federal disaster areas. The majority of debris created by Hurricane Irma is vegetative debris. To date, DRC has removed over 27,000 hazardous trees within the Cities of Miami and Fort Lauderdale and has reduced over 650,000 cubic yards of vegetative debris, in both jurisdictions combined.

DRC was activated in 26 jurisdictions simultaneously while managing 30 debris management sites.

### HURRICANE HARVEY



In late August 2017, Hurricane Harvey hit southeast Texas as the first Category 4 hurricane to make landfall in the United States since Hurricane Charley in 2004. Cities on the Southeast Coast of Texas, such as Aransas Pass and Port Aransas, took the brunt of the initial impact of this tremendous storm. DRC provided food, cots and logistical needs to Jefferson County, the City of Pasadena, and the City of Port Arthur prior to landfall and in the initial aftermath of the storm. Seventy-two hours before the storm made landfall, DRC personnel were stationed in Aransas Pass working with officials to form a plan of action. Within 12 hours after the storm hit, DRC was mobilized. In a little over two months, DRC was 90% complete.

As the first major hurricane (Category 3 or above) to make landfall in the United States since Hurricane Wilma in 2005, Hurricane Harvey poured more than 19 trillion gallons of rainwater on the State of Texas causing FEMA to designate 41 counties within Texas as federal disaster areas. According to FEMA, the Houston area experienced 51.88 inches of rain – the largest amount of rainwater to ever be recorded in the continental United States from a single storm. To date, DRC has recovered and reduced over 1,500,000 cubic yards within Harris County and the City of Houston. Additionally,

DRC has removed over 15,000 hazardous trees and counting.

DRC was activated in 17 jurisdictions following Hurricane Harvey including the City of Texas City, Port Neches, Nederland, Groves, Humble, Taylor Lake Village, Cleveland, Bellaire, Piney Point Village and Waller County. Additionally, simultaneously ran more than 16 debris management sites during this activation.

## ***2016 HURRICANE MATTHEW***

Hurricane Matthew was a very powerful, long-lived and deadly tropical cyclone which became the first Category 5 Atlantic hurricane since Hurricane Felix in 2007. Hurricane Matthew was the thirteenth named storm, fifth hurricane and second major hurricane of the active 2016 Atlantic hurricane season. Before making landfall, the storm weakened in intensity to a Category 3. Matthew wrought widespread destruction and catastrophic loss of life during its journey across the Western Atlantic leaving extensive damage in the coastal counties of the States of Florida, Georgia and the Carolina's.



In the aftermath of the storm, DRC was activated in over 10 jurisdictions on the East Coast of the United States. The minute the winds ceased, our

team was in motion leading the way toward recovery in many of the most severely impacted cities. DRC's initial response was in the City of St. Augustine, City of Daytona and the surrounding areas. In Florida, DRC has disposed of over 500,000 cubic yards in Daytona Beach, Ormond Beach, DeLand, Debarry, Orange City, St. Augustine, and Sebastian. Operations began on October 7th in most locations and some are still operational.

As Matthew moved up the east coast to the State of North Carolina, DRC was activated in New Hanover County, City of Wilmington, Pender County, Hyde County, Greene County, and North Topsail Beach. DRC used hand labor to comb North Topsail Beach, picking up, recycling, and or disposing of over 200,000 cubic yards of all generated debris. Additionally, DRC was activated in Chatham County by the Georgia Department of Transportation for debris removal and hazardous tree trimming and removal.

To date, DRC has removed approximately 20,000 hazardous trees and collected over 700,000 cubic yards of debris.

## ***2016 HURRICANE HERMINE***

Carrying the designation "Florida's First Hurricane in more than a Decade," Hurricane Hermine hit the state's panhandle coast on Friday September 2nd and left a trail of damage and flooding in its wake. After receiving a Presidential "Major Disaster Declaration," DRC was activated to provide debris removal services in two of the most severely impacted counties.

Citrus County was impacted heavily as storm surge waters inundated hundreds of homes, generating more than a thousand tons of residential flood debris, and tens of thousands of cubic yards of vegetation which DRC successfully removed and disposed of in less than 30 days.

Leon County, home of Florida's capital city Tallahassee and one of the most severely impacted Counties in the state activated DRC's contract in a secondary capacity to augment the level of service being provided by their primary provider. DRC assisted in successfully bringing the program to completion by removing and disposing of 14,214.85 cubic yards of debris.



## ***2016 LOUISIANA SEVERE FLOODING DR4277***



The flood that affected South Louisiana in August of 2016 caused severe damage to thousands of homes and businesses. DRC Emergency Services mobilized contracts in East Baton Rouge Parish, Lafayette Parish, St. Martin Parish, Ascension Parish, Iberville Parish, Tangipahoa Parish and the Town of Baker La. This event required the use of over three hundred hauling vehicles collecting and processing and/or recycling over 2.5 million cubic yards of construction and demolition debris, over 250 tons of household hazardous waste and thousands of white goods. Many of the projects involved extended R.O.W. work requiring the use of R.O.E. documentation and procedures. In East Baton Rouge, two temporary Debris Management Sites (DMS) were opened and operated to compact and

recycle C&D debris prior to haul out for final disposal. These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.

## ***2016 MULTIPLE SEVERE WEATHER EVENTS***

The severe weather in March resulted in flooding in all of Louisiana followed by April flooding in Texas. DRC responded to its standby customers in the City of Houston and Harris County, Texas while simultaneously working in Tangipahoa Parish, Louisiana. In Louisiana, the widespread flooding was mapped and prioritized from the air. DRC's crews provided immediate relief to impacted residents by removing water-soaked construction and demolition debris quickly and efficiently. Electronic waste, household hazardous waste and white goods were collected and processed separately.

Tornadoes ravaged Texas and North Carolina in late April and early May. DRC was called upon for debris collection, processing and disposal in Smith County, Texas via a TXDOT contract and in New Hanover, N.C. by way of a "standby" contract.

## ***2016 SNOW STORM JONAS***

The days of January 22nd through the 24th 2016 saw a blanket of snow across the Mid -Atlantic States primarily in areas unaccustomed and ill-prepared to deal with such massive quantities. Many areas experienced an accumulation in excess of three feet which caused a suspension of municipal services and massive cancellations of business operations.

DRC's response team established operations in Washington D.C. on the evening of the 22nd and began mobilizing equipment and manpower in assistance to the Maryland Highway Authority, the Maryland Department of General Services, Prince Georges County, Maryland, the City of Baltimore and Loudoun County Virginia. Operations continued twenty-four hours per day for ten days which required two operators per piece of equipment and around the clock management and support personnel. As a result of DRC's quick response, a long-term contract was secured with one of the tasking jurisdictions.

## ***2015 LOUISIANA STORM EVENT***

Following the April 2015 event, DRC was activated in response to Straight line winds affecting the City/Parish of East Baton Rouge. In as little as 30 days, crews had scoured the city and returned it to its pristine state. All of the debris collected was quickly processed by grinding and ultimately recycled and used as fuel. DRC emergency Services also

responded with adequate resources to Ascension Parish for an efficient and timely debris removal and recovery process.

### **2015 TEXAS FLOOD EVENT**

DRC was activated under its existing City of Houston “Standby” contract to collect approximately 250,000 cubic yards of mostly construction and demolition debris. Additionally, DRC was tasked with tracking this debris from “cradle to grave” with an emphasis on recycling.

*“Thanks to you all for being  
EXTREMELY helpful and responsive!!!” -  
Brant Gary, Director of Public Works,  
City of Bellaire Texas*

The City of Bellaire also activated DRC under an existing Standby contract in response to the historic floods in May of 2015. While the volume produced in Bellaire was not significant, DRC mobilized rapidly to return the city to a normal state. Additionally, DRC responded to the needs of the Texas Department of Transportation by performing tree and debris removal with the Houston District as required by the department.

### **2014 ICE STORMS**

The winter of 2014 wreaked havoc on the eastern seaboard. DRC’s initial work began in Richmond, Virginia supporting the City with ice and snow removal on several occasions in the months of December and January. On February 10, 2014, Ice storm Pax impacted the States of North Carolina, South Carolina and Georgia. DRC Emergency Services’ contract with the South Carolina Department of Transportation was activated in preparation of the event and as soon as weather permitted, DRC’s crews began clearing roadways. This event damaged and destroyed millions of trees throughout the State of South Carolina. The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in 8 counties, totaling over 12,000 miles of roadway clearing and the trimming of over 225,000 trees. DRC managed and operated over 15 Debris Management Sites reducing and recycling over 1.5 million cubic yards of debris. Simultaneously, DRC’s contracts in North Carolina, were activated in New Hanover County, Pender County, the City of Wilmington for debris removal and reduction of approximately 400,000 cubic yards of debris. The winter of 2014 ended with a late ice storm in the first week of March in the State of North Carolina. In response to the damage caused by this storm, DRC was contracted by the City of Thomasville and the City of Archdale.



### **2013 MIDWESTERN TORNADO OUTBREAK**

Beginning on May 20, 2013 and lasting nearly a week, severe thunderstorms that produced numerous devastating tornadoes swept through Texas, Oklahoma, Kansas and Missouri before moving on to the northeastern states. Widespread damage was reported, mainly throughout Oklahoma and Missouri. In response to these damaging tornadoes, DRC was contracted to perform debris removal and disaster recovery services in the City of Oklahoma City, Pottawatomie County, Oklahoma and St. Charles County, Missouri.

## ***2012 SUPER STORM SANDY***

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On October 29<sup>th</sup> of 2012, Super Storm Sandy made landfall over Northeastern United States, primarily affecting the States of New York and New Jersey. Its storm surge flooded streets, tunnels and subways and damaged and destroyed thousands of homes. DRC was hired to remove debris from the New York DOT roads on Long Island in Suffolk and Nassau Counties. In New Jersey, we were hired to clean up Piscataway.

## ***2012 HURRICANE ISAAC***

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On August 29<sup>th</sup> of 2012, Hurricane Isaac made landfall over Southeastern Louisiana. This slow-moving storm spent nearly 48 hours pummeling the area with hurricane force winds, and also brought with it a significant storm surge. DRC was activated by 9 of our clients in Louisiana, including St. Charles Parish, New Orleans, East Baton Rouge Parish, St. John Parish, Jefferson Parish and the LADOTD. DRC responded to each of these activations immediately and independently.

## ***2011 TORNADO OUTBREAK***

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In early April 2011, a severe weather event culminated in easily the most prolific, active month for tornados on record. These tornados followed an unprecedented outbreak that had already affected much of the South East. DRC was contracted by more than five separate entities to perform debris removal services for more than 25 separate contracts. Some of the entities included the North Carolina Department of Transportation, the Alabama Department of Transportation, the Alabama Department of Conservation and Natural Resources, the City of Birmingham, USACE in Joplin, Missouri, as well as various other small cities and townships.

## ***2011 FEMA SITE DEVELOPMENT***

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Beginning in the later part of 2011, DRC broke ground on a Site Development project for the USACE in Minot, North Dakota. Thus far, work has consisted of developing a portion of the site, located in the northeast corner of Minot, for the installation of FEMA temporary group housing. This project has required constant coordination between several different agencies including FEMA, the USACE, and officials with the State of North Dakota as well as local utilities' representatives. Topsoil stripping, grading, excavation, sanitary sewer and water line services, and electrical power and services are just a few examples of DRC's responsibilities with this project.



## *DEEPWATER HORIZON OIL SPILL*



DRC successfully performed in several contracts that were directly related to the oil spill in the Gulf of Mexico which flowed for three months in 2010. The company's depth of knowledge with debris handling in ecologically sensitive environments was a significant asset and provided the ability to be intimately familiar with the placement, management, and removal of oil containment boom. Personnel in this company had a personal interest in protecting the Gulf Coast as they were among the affected residents. During this time, DRC was successfully classified as an Oil Spill Removal Organization (OSRO) by the United States Coast Guard. The company met several classifications which were listed on the OSRO Classification Matrix. Participation in this program allowed DRC to provide professionally recognized services to Escambia County, Florida as well as Plaquemines Parish, Terrebonne Parish, and Lafitte Parish, Louisiana.

## *THE HURRICANE SEASON OF 2009*

Despite the unusual lull in hurricane activity for the 2009 hurricane season, DRC remained very much involved in the disaster remediation industry. DRC performed services for approximately 23 contracts that ranged from various types of debris removal to structural and slab demolition. In January of 2009, DRC responded with services and resources in a project funded by the Texas GLO that included debris removal and vessel recovery. The Texas GLO requested assistance for the removal of marine debris that was generated as a result of Hurricane Ike in 2008. These services were performed in Trinity, Galveston, East and West Bay and have an approximate contractual value of \$22,703,700.00. DRC also provided services for areas such as Kentucky and Arkansas that were ravaged by severe ice storms. These services are valued at approximately \$11,157,132.02. Also included in DRC's list of 2009 projects were residential demolition, structural and slab demolition, and barge removal. These contracts, performed for governmental agencies ranging from the Texas GLO to the town of North Topsail Beach, North Carolina, are all currently estimated at \$43,285,257.75.

## *HURRICANES GUSTAV AND IKE*

While DRC was actively responding to fifteen separate Louisiana contracts, Hurricane Ike struck the Texas Coast near Galveston. Our response was immediate, already having project managers imbedded in Emergency Operation Centers in each of our contracted jurisdictions throughout the impacted area. In Galveston, DRC provided meals to Government workers for weeks by utilizing our mobile kitchen. Tidal surge flooded much of the Island Community. DRC established massive DMS sites where construction and demolition debris was hauled in and separated into various categories (wood, metals, HHW, white goods, sheet rock, tires, batteries, oils etc.) and the process of recycling, compaction and reduction began. Surveys taken by Government officials showed that greater than ninety percent of all residents were more than satisfied with the efforts of DRC.

In Houston, America's fourth largest metropolitan area, DRC responded with more than two-thousand pieces of rolling stock and yellow iron. In just ninety days, DRC collected more than 5.6 million cubic yards of debris from the City of Houston alone. A mandate from Mayor Bill White called for recycling of all debris collected in the City. With a partnership with Allied Services, all the woody debris was reused or recycled.

During this event, DRC established a record that stands today by collecting 440,000 cubic yards of debris in a single day.

Work continued for the Texas General Land Office as DRC contracted to remove sunken vessels and debris from four major bays and waterways in the affected area. Side scan sonar was used to identify targets in advance and in combination with a well-designed implementation plan, the complete marine operation was concluded in just over thirty days.

In total, DRC successfully staffed, financed and managed thirty-nine virtually simultaneous contracts in Louisiana and Texas setting benchmarks for productivity and creative operating techniques along the way.

### ***HURRICANES KATRINA, RITA AND WILMA***

During 2005, DRC performed work from the devastation caused by Hurricanes Katrina, Rita and Wilma. The affected area spanned from the Florida Keys to Louisiana and all the way to Houston, Texas. In Louisiana, DRC performed work for the State that included a car and vessel removal, remediation, notification and recycling program. This program involved the removal of abandoned cars and vessels Statewide to aggregation sites operated by DRC. Protocol called for multiple legal notifications to the owners and the coordination with private insurance. Additionally, complete remediation was performed on each unit and ultimately the vehicles were recycled and auctioned with the proceeds reverting back to the State of Louisiana.

The Louisiana Department of Transportation and Development contracted with DRC to provide Debris Management for all of South Louisiana where more than thirty Parishes were affected. This program called for the establishment and operation of fifteen or more debris management sites where several million cubic yards of collected debris was processed and prepared for recycling, waste to energy or disposal.



In Plaquemines Parish Louisiana, DRC performed vast amounts of marine debris removal, silt removal from all of the Parish's numerous drainage canals and rapid repair to its Government buildings.

In New Orleans, DRC began a massive commercial and residential demolition project that is still operating today.

While work was being performed in Louisiana, DRC's operations in Florida included debris collection, processing, disposal and reuse in many major jurisdictions in South Florida including Miami and Miami Dade. In Monroe County Florida (Florida Keys), DRC performed debris removal which involved difficult task of siting and operating debris management sites in extreme environmentally sensitive locations. These temporary sites required lined portions in order to temporarily store HHW and other potentially hazardous substances.

A separate contract called for the removal of sunken and abandoned vessels, and the processing and disposal of these retrieved vessels all in an ecologically sensitive area.

### ***HURRICANES FRANCES, CHARLEY, IVAN AND JEANNE***

*"I cannot recommend them more highly. We certainly don't relish the possibility of another difficult storm season, but know that DRC will be there to meet all challenges imposed."*

*– George Garrett, Sr.*

*Director of Marine Resources and GIS Services, Monroe County, Florida*

During the 2004 Hurricane season, DRC responded to four sequential events (Frances, Charley, Ivan and Jeanne) by working 37 simultaneous, separate contracts. This work totaled over \$150,000,000 and DRC recovered, processed and disposed of over 10,000,000 cubic yards of debris in a three and half month period. DRC also recovered, screened and restored tens of thousands of cubic yards of displaced sand and debris in a successful effort to restore 15 miles of Florida beaches destroyed in the aftermath of Hurricane Ivan. These projects spanned the

entire State of Florida and required extreme quantities of manpower and equipment. In conjunction with these events, DRC operated a twenty four hour a day data processing center where tens of thousands of load tickets were continuously processed. Additionally, more than one hundred subcontractors provided services to DRC during these events including a significant number of local subcontractors as prescribed by the Robert T. Stafford Act.

**10 YEAR PAST PERFORMANCE**

<b>2017</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
November	DTOP-Puerto Rico	Hurricane Maria Debris Removal (DR-4339)	Work in Progress
October	Miami-Dade County, FL	Site Management and Reduction of Temporary Debris Storage and Reduction Site - <b>Hurricane Irma (DR-4337)</b>	Est. \$5,000,000
October	North Miami Beach, FL	Debris Management and Reduction - <b>Hurricane Irma (DR-4337)</b>	Est. \$1,100,000
October	Monroe County, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$8,900,000
September	Florida Department of Environmental Protection	Marine Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Work in Progress
September	Brunswick, GA	Debris Removal - <b>Hurricane Irma (DR-4338)</b>	Est. \$470,000
September	Orlando, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$490,000
September	South Pasadena, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$10,000
September	Piney Point Village, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$21,000
September	Debary, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$981,000
September	Inverness, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$98,000
September	Indian Creek Village, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$ 143,000
September	Bellaire, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$1,100,000
September	Pembroke Pines, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$19,450
September	Daytona Beach, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$ 816,000
September	Surfside, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$ 104,000
September	Orange City, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$ 428,000
September	St. Augustine, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$312,000
September	DeLand, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$1,200,000
September	Redington Beach, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$5,000
September	Waller County, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$ 27,000
September	Cleveland, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$4,000
September	Doral, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$ 48,800
September	Cutler Bay, FL	Emergency Cut & Toss - <b>Hurricane Irma (DR-4337)</b>	Est. \$ 98,500
September	Fernandina Beach, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$805,000
September	Coconut Creek, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$1,300,000
September	Largo, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$525,000

September	Fort Lauderdale, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$6,400,000
September	Citrus County, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$ 1,650,000
September	North Miami, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$2,400,000
September	Miami, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$7,700,000
September	FDOT - District 2	Emergency Cut & Toss - <b>Hurricane Irma (DR-4337)</b>	Est. \$785,000
September	Coconut Creek, FL	Food Activation - <b>Hurricane Irma (DR-4337)</b>	Project Closeout in Progress
September	Palm Beach Gardens, FL	Food Activation - <b>Hurricane Irma (DR-4337)</b>	Project Closeout Progress
September	Taylor Lake Village, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$18,000
September	Humble, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$126,000
August	Groves, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$ 719,000
August	Nederland, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$195,000
August	Port Neches, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$72,000
August	Port Arthur, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$52,000
August	Harris County, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$33,500,000
August	Texas City, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	\$217,981.17
August	Houston, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Work in Progress
August	TXGLO, TX	Beach Restoration - <b>Hurricane Harvey (DR-4332)</b>	Est. \$320,000
August	Jefferson County, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$4,500,000
August	City of Port Aransas, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Work in Progress
August	City of Aransas Pass, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Work in Progress
August	City of Pasadena, TX	Food Services - <b>Hurricane Harvey (DR-4332)</b>	Project Closeout Progress
March	Chambers County, TX	Building Restoration as a result of a Tornado	\$3,400.00
January	Assumption Parish, LA	Removal of C&D from DMS - February 2016 Tornado	\$94,646.55
<b>2016</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
November	Greene County, NC	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4285)</b>	\$160,943.04
November	GDOT - Chatham County	Emergency Routine Maintenance - <b>Hurricane Matthew (DR-4284)</b>	\$1,393,613.05
November	Pender County, NC	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4285)</b>	\$1,162,119.60
October	Sebastian, FL	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4283)</b>	\$387,820.47
October	Hyde County, NC	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4285)</b>	\$344,248.99
October	North Topsail Beach, NC	Disaster Debris Removal and Disposal (Push& Load & Haul Operations) - <b>Hurricane Matthew (DR-4285)</b>	\$148,682.78



October	New Hanover County, NC	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4285)</b>	\$899,548.29
October	City of Wilmington, NC	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4285)</b>	\$929,414.68
October	City of Debarry, FL	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4283)</b>	\$253,680.85
October	City of Ormond Beach, FL	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4283)</b>	\$2,553,510.44
October	City of DeLand, FL	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4283)</b>	\$505,777.85
October	Orange City, FL	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4283)</b>	\$115,245.54
October	City of Daytona Beach, FL	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4283)</b>	\$3,861,220.75
October	City of St. Augustine, FL	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4283)</b>	\$856,579.69
September	Leon County, FL	Debris Removal - <b>Hurricane Hermine (DR-4280)</b>	\$1,591,250.93
September	Citrus County, FL	Debris Removal - <b>Hurricane Hermine (DR-4280)</b>	\$200,846.00
August	East Baton Rouge Parish/City of Baton Rouge, LA	Disaster Debris Removal and Disposal - <b>Louisiana Severe Storms and Flooding (DR-4277)</b>	\$35,000,000.00
August	Ascension Parish, LA	Disaster Debris Removal and Disposal - <b>Louisiana Severe Storms and Flooding (DR-4277)</b>	\$5,903,607.61
August	Lafayette Parish, LA	Disaster Debris Removal and Disposal - <b>Louisiana Severe Storms and Flooding (DR-4277)</b>	\$975,792.64
August	Tangipahoa Parish, LA	Disaster Debris Removal and Disposal - <b>Louisiana Severe Storms and Flooding (DR-4277)</b>	\$468,387.73
August	St. Martin Parish, LA	Disaster Debris Removal and Disposal - <b>Louisiana Severe Storms and Flooding (DR-4277)</b>	\$64,622.94
August	City of Baker, LA	Disaster Debris Removal and Disposal - <b>Louisiana Severe Storms and Flooding (DR-4277)</b>	\$413,150.33
August	Iberville Parish/City of St. Gabriel, LA	Disaster Debris Removal and Disposal - <b>Louisiana Severe Storms and Flooding (DR-4277)</b>	\$66,153.72
August	Coastal Water Authority Houston, TX	Lake Houston Dam Debris Removal and Road Restoration	Work in Progress \$1,624,328.13
June	City of Desoto, TX	Meadow Creek Park Remediation Resulting - <b>May Tornado</b>	\$1,030,620.00
June	Caldwell Parish, LA	March 2016 Flood - <b>Louisiana Severe Storms and Flooding (DR-4263)</b>	\$16,401.60
June	St. James Parish, LA	Haul Out - <b>February 2016 Tornado</b>	\$91,104.64
June	Parish of East Baton Rouge/City of Baton Rouge, LA	<b>May 2016 Wind Event</b>	\$198,105.72
May	Texas Department of Transportation - Smith & Cherokee County	Debris Removal - <b>April 2016 Tornado</b>	\$558,910.69
May	New Hanover County, NC	Debris Removal - <b>May 2016 Tornado</b>	\$41,351.56
April	Texas Department of Transportation - Hunt County	On-Call Tree Trimming	Maintenance Contract
April	Harris County, TX	Debris Removal - <b>Texas Severe Storm and Flooding DR-4269</b>	\$504,198.86
April	City of Houston, TX	Debris Removal - <b>Texas Severe Storm and Flooding DR-4269</b>	\$2,728,745.37
April	Texas Department of Transportation - Denton County	Tree Trimming & Tree and Brush Removal	Maintenance Contract
March	Tangipahoa Parish, LA	Debris Removal - <b>Louisiana Severe Storms and Flooding (DR-4263)</b>	\$72,224.79

February	Texas Department of Transportation – Hill County	Tree Trimming and Removal	Maintenance Contract
January	Prince George’s County, MD	Snow Removal - <b>Winter Storm Jonas</b>	\$179,188.75
January	Loudon County, VA	Snow Removal - <b>Winter Storm Jonas</b>	\$223,113.50
January	Maryland Department of General Services	Snow Removal - <b>Winter Storm Jonas</b>	\$12,440.00
January	City of Baltimore, MD	Preston Road Complex Snow Removal - <b>Winter Storm Jonas</b>	\$122,550.00
January	State of Maryland – Highway Authority	Snow Removal - <b>Winter Storm Jonas</b>	\$465,500.00
January	State of Louisiana Sand Activation	Delivery of Sand to Krotz Springs, LA	\$28,991.76
January	Texas Department of Transportation – McLennan County	Tree Trimming and Removal	Maintenance Contract
<b>2015</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
October	Ethyl Road Industrial Park, LLC	Pond Dewatering	Est. \$136,298
October	East Baton Rouge, LA Housing Authority	Turner Plaza Demolition-Building 6	\$187,523.53
August	Alabama Department of Transportation – District 2, Tuscaloosa Area	Tree Trimming and Removal	Maintenance Contract
July	Jackson County, MS	Landfill Services for Chipping, Grinding, Hauling, and Disposal of Vegetative Debris	\$67,200.00
July	St. Louis County, MO	Tree Removal	Maintenance Contract
June	Texas Department of Transportation – Waller and Montgomery County	Disaster Debris Removal and Disposal - <b>Texas Severe Storm and Flooding (DR-4269)</b>	\$87,304.60
May	City of Bellaire, TX	Disaster Debris Removal and Disposal - <b>Texas Severe Storm and Flooding (DR-4269)</b>	\$12,926.87
May	City of Houston, TX	Disaster Debris Removal and Disposal - <b>Texas Severe Storm and Flooding (DR-4269)</b>	\$1,931,956.44
May	City of Houston, TX	Base Camps - <b>Texas Severe Storm and Flooding (DR-4269)</b>	\$7,142.00
May	Parish of East Baton Rouge, LA	Disaster Street Clearing Debris Collection, Removal, Processing, Disposal and Management Services	\$815,867.76
April	Ascension Parish, LA	Storm Cleanup - <b>Monday, April 27, 2015 Weather System</b>	\$60,000
April	Castlerock Communities, LP Houston, TX	Goose Creek Landing – Detention Pond Clearing & Section 1 Clearing	\$123,664.00
March	City of Corpus Christi, TX	Master Channel 31 Drainage Channel Excavation	\$878,176.52
February	New Caney Defined Benefits Area MUD Within the City of Houston ETJ in Montgomery County, TX	Phase 2 Clearing and Grubbing	\$618,286.08
January	Harris County, TX	Expansion of James Driver Park Phase One	Work in Progress \$1,506,550.65
<b>2014</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
December	Texas Department of Transportation – Smith County	Tree Removal	Maintenance Contract
November	Brazos County, TX	Tree Trimming and Removal	\$118,366.25
October	Harris County, TX	South Richey Storm Water Detention Basin Excavation	Work in Progress \$5,395,557.23
August	Alabama Department of Transportation – 2 <sup>nd</sup> Division District 3	Tree Trimming/Canopy Removal- District 3	\$115,842.50

August	Jefferson Parish, LA Public Works	Stumps and Root Mass Grinding	Maintenance Contract
July	City of Athens, AL	Grinding and Disposal of April 28,2014 Storm Debris/Green Waste	\$65,552.00
July	Hyde County, NC	Debris Management Services - <b>Hurricane Arthur</b>	\$8,750.00
July	Houston Parks Board	Bayou Greenways Tree pruning and Forestry-Maintenance Contract	Maintenance Contract
July	City of Shreveport, LA	Cross Lake Dam Embankment Vegetation Removal	\$227,287.26
July	City of Center Point, AL	Demolition and Cleanup	\$34,911.00
July	City of Archdale, NC	Winter Storm Debris Easement Removal	\$141,000.00
July	City of Jonesboro, AR	Debris Removal	\$280,000.00
May	City of Archdale, NC	Winter Storm Debris Removal	\$147,203.50
May	Gulf Breeze, FL	Emergency Debris Removal - <b>April Rain Event</b>	\$108,995.46
May	Okaloosa, FL	Emergency Debris Removal	\$5,816.78
April	Thomasville, NC	Debris Removal and Disposal, Debris Management, and Debris Clearance	\$473,222.69
March	City of New Orleans, LA	Strategic Demolitions for Economic Recovery	\$6,685,950.00
February	New Hanover, NC	Emergency Response, Management, and Recovery	\$1,146,756.55
February	Wilmington, NC	C&D Debris Removal and Vegetative Debris Removal and Disposal	\$1,555,223.85
February	Pender County, NC	Debris Management and Site Disposal	\$66,447.07
February	South Carolina Department of Transportation	Clearing Roads, ROW, Debris Hauling due to a hurricane/storm event	\$44,233,669.57
January	Richmond, VA	Snow Removal Services	\$36,855.00
January	Louisiana Department of Transportation and Development - Webster Parish	Tree Removal in Webster Parish	\$458,785.00
<b>2013</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
December	Port St. Lucie, FL	Canal Bank Stabilization Improvements (3 Segments)	\$4,022,930.54
September	Louisiana Department of Transportation and Development - Bienville Parish	I-20 Tree Removal in Bienville Parish	\$348,053.00
July	St. Louis County, MO	Tree Removal & Stump Grinding	Maintenance Contract
June	St. Charles County, MO	Emergency Storm Debris Removal - <b>Midwest Tornado Outbreak</b>	\$923,105.33
June	Bridgeton, MO	Emergency Storm Debris Removal - <b>Midwest Tornado Outbreak</b>	\$38,918.81
June	Pottawatomie County, OK	Emergency Storm Debris Removal - <b>Midwest Tornado Outbreak</b>	\$418,256.75
June	City of Oklahoma City, OK	Emergency Storm Debris Removal - <b>Midwest Tornado Outbreak</b>	\$1,873,206.11
May	Terrebonne Parish Consolidated Government	St. Louis Bayou Cleanout	\$924,950.00
April	Ocean City, NJ	Marine Debris Removal - <b>Super Storm Sandy</b> Subcontractor to Zehender Disaster Relief, LLC	\$512,750.50

2012	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	Piscataway, NJ	Debris Removal - <b>Super Storm Sandy</b>	\$1,498,637.31
November	New York Department of Transportation - Nassau County	Debris Removal - <b>Super Storm Sandy</b>	\$5,190,263.72
November	New York Department of Transportation - Suffolk County	Debris Removal - <b>Super Storm Sandy</b>	\$8,224,716.15
November	New York Department of Transportation - Suffolk County	Debris Removal - <b>Super Storm Sandy</b>	\$3,607,542.53
November	Harford County, MD	Debris Removal - <b>Super Storm Sandy</b>	\$29,671.63
September	Ascension Parish, LA	Debris Removal - <b>Hurricane Isaac</b>	\$279,364.17
September	Louisiana Department of Transportation and Development - District 62	Debris Removal - <b>Hurricane Isaac</b>	\$913,039.39
September	Mandeville, LA	Debris Removal - <b>Hurricane Isaac</b>	\$465,759.22
September	St. John the Baptist, LA	Debris Removal - <b>Hurricane Isaac</b>	\$2,919,975.96
September	Jefferson Parish, LA	ROW Debris Removal - <b>Hurricane Isaac</b>	\$1,713,925.30
September	East Baton Rouge, LA	Disaster Management - <b>Hurricane Isaac</b>	\$2,474,520.78
September	St. Charles Parish, LA	Debris Removal - <b>Hurricane Isaac</b>	\$506,673.33
August	Jefferson Parish, LA	ROW Debris Removal - <b>Hurricane Isaac</b>	\$64,402.51
August	City of New Orleans, LA	Debris Removal - <b>Hurricane Isaac</b>	\$2,576,871.94
August	Downtown Development District - New Orleans, LA	Debris Removal - <b>Hurricane Isaac</b>	\$14,858.79
August	State of Louisiana	Mass Feeding - <b>Hurricane Isaac</b>	\$23,750.00
August	State of Louisiana	Catering Services - <b>Hurricane Isaac</b>	\$21,030.00
August	State of Louisiana	Delivered MRE's to Kenner, LA - <b>Hurricane Isaac</b>	\$4,604.64
August	State of Louisiana	Sand Delivery - <b>Hurricane Isaac</b>	\$19,680.00
August	Florida Department of Transportation - District 7	Cut and Toss Contract Z7023 - <b>Hurricane Isaac</b>	\$17,550.00
July	St. Clair County, AL	PWB #29 Shoal Creek Extension	\$188,864.00
July	VDEM	Logistics / Emergency Supplies	\$96,911.80
July	Corpus Christi, TX	Brush Collection	\$249,070.83
June	Matthews County, VA	Logistics / Emergency Supplies	\$13,109.00
May	Corpus Christi, TX	Debris Removal	\$482,331.96
May	Moody, AL	Storm Debris Removal	\$69,375.00
May	Limestone County, AL1	Waterway Debris Removal	\$164,605.02
May	St. Clair County, AL	Shoal Creek Debris Removal	\$682,000.00
May	St. Clair County, AL	Kelly Creek Debris Removal	\$173,782.00

April	Tuscaloosa, AL	Forest Lake Debris Removal	\$142,817.00
March	Pendleton County, KY	Tornado debris removal from county road right of ways	\$144,039.22
March	Lafayette Consolidated Government	Emergency Disaster Debris Removal - <b>March 2012 Floods</b>	\$52,767.84
February	Center Point, AL	Disaster Debris Removal, Reduction & Disposal for - <b>January 2012 Tornadoes</b>	\$458,260.06
January	Tuscaloosa, AL	Structural demo, Debris removal and Site cleanup	\$1,369,153.80
<b>2011</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
December	Burgaw, RI	Grinding/Chipping at Site	\$18,620.00
November	Barrington, RI	Tub Grinding at Town Compost Site	\$81,956.92
October	Houston, TX	Debris Removal in City Parks and ROW's	\$3,783,080.94
September	Southern Shores, NC	Debris Removal - <b>Hurricane Irene</b>	\$240,643.61
September	Pamlico County, NC	Veg and C&D Debris Removal - <b>Hurricane Irene</b>	\$1,383,586.23
September	New Hanover County, NC	Veg and C&D Debris Removal and Disposal - <b>Hurricane Irene</b>	\$278,255.70
September	Virginia Department of Transportation - Ashland Residency	L & H Debris Removal - <b>Hurricane Irene</b>	\$4,498,736.62
September	Richmond, VA	Disaster Recovery Services - <b>Hurricane Irene</b>	\$895,762.35
September	Pender County, NC	Site Management at Rocky Pt Convenient / Morris Tract in homestead	\$42,897.68
September	Cranston, RI	Debris Removal - <b>Hurricane Irene</b>	\$1,209,413.46
September	Narragansett, RI	Debris Removal - <b>Hurricane Irene</b>	\$47,826.23
September	Calvert County, MD	L & H Debris Removal - <b>Hurricane Irene</b>	\$143,659.44
September	USACE-Minot, ND	Mobile Home Group - Site Development	\$9,367,899.71
September	North Topsail Beach, NC	Debris Removal - <b>Hurricane Irene</b>	\$4,950.00
September	Cumberland, RI	Debris Removal - <b>Hurricane Irene</b>	\$53,440.00
September	Providence, RI	Debris Removal - <b>Hurricane Irene</b>	\$209,399.00
September	Rhode Island Department of Transportation	Debris Removal - <b>Hurricane Irene</b>	\$17,864.50
August	Holmes County, MS	Debris Removal - <b>2011 Tornadoes</b>	\$36,515.94
August	VDEM	Logistic/Life Support Services due to Hurricane Irene: Portable Showers & Toilets, Bottled Water, Fuel, Generators, Reefer Trucks	\$514,000.00
August	Harford County, MD	Provided Roll Off containers due to Hurricane Irene	\$66,012.00
August	St. Mary's County, MD	Push / Load and Haul Debris Removal - <b>Hurricane Irene</b>	\$855,323.40
August	Havelock, NC	Debris Removal, Land HI - <b>Hurricane Irene</b>	\$213,132.34
August	Suffolk, VA	Emergency Push - <b>Hurricane Irene</b> Subcontractor to TME	\$828.00



August	Virginia Department of Transportation - Hampton Road District	Debris Removal - <b>Hurricane Irene</b>	\$7,701,214.94
July	Durant, MS	Veg Debris Removal, Hauling & Disposal - <b>2011 MS tornado</b>	\$146,745.80
June	City of Birmingham, AL	Debris Removal - <b>April Tornado</b>	\$967,820.03
June	Alabama Department of Transportation - Division 3, Jefferson County	Debris Removal - <b>April Tornado</b>	\$260,979.00
June	Alabama Department of Transportation - Division 3, Shelby County	Removal and Disposal of Storm Debris and Damaged Trees - <b>April Tornado</b>	\$1,688.89
June	Alabama Department of Transportation - Division 3, St. Clair County	Removal and Disposal of Storm Debris and Damaged Trees - <b>April Tornado</b>	\$212,836.34
June	Alabama Department of Transportation - Division 3, Blount County	Removal and Disposal of Storm Debris and Damaged Trees - <b>April Tornado</b>	\$3,255,622.52
June	Plaquemines Parish, LA	Provision of temporary correctional training facility	\$2,049,081.42
June	Clay County, MS	Removal and Disposal of Storm Debris and Damaged Trees	\$47,150.10
June	City of New Orleans, LA	FEMA Demolition Program - <b>Hurricanes Katrina &amp; Rita</b>	\$2,860,893.60
May	Fultondale, AL - Jefferson County	Debris Removal - <b>April Tornado</b>	\$985,685.26
May	Calhoun County, AL	Debris Removal - <b>April Tornado</b>	\$4,652,742.66
May	East Baton Rouge, LA	Recreation and Park Commission Central Community Sports Park - Recreation Facility Construction	\$2,768,672.22
May	City of Trussville, AL	Debris Removal - <b>April Tornado</b>	\$99,620.38
May	Alabama Department of Transportation - Division 1 District 4 (AL 69 and 79 Marshall County)	Debris Removal - <b>April Tornado</b>	\$403,935.00
May	City of Birmingham, AL	Debris Removal - <b>April Tornado</b>	\$5,578,914.05
May	Alabama Department of Transportation - Division 1 District 4 (AL 91 Cullman County, AL)	Debris Removal - <b>April Tornado</b>	\$993,538.00
May	Alabama Department of Transportation - Division 1 District 4 (AL 227 & AL 62 Marshall County)	Debris Removal - <b>April Tornado</b>	\$1,792,201.95
May	Alabama Department of Transportation - Division 1 District 4 (I-65 Cullman County, AL)	Debris Removal - <b>April Tornado</b>	\$1,689,537.00
May	Alabama Department of Transportation - Division 1 District 4	Debris Removal - <b>April Tornado</b>	\$233,334.00
May	Alabama Department of Transportation - Division 1 District 4 (US 278 & US 31 Cullman County, AL)	Debris Removal - <b>April Tornado</b>	\$171,479.00
May	Alabama Department of Transportation - Division 1 District 3 Jackson County	Debris Removal - <b>April Tornado</b>	\$454,803.00
May	Alabama Department of Transportation - Division 1 District 3 DeKalb County	Debris Removal - <b>April Tornado</b>	\$165,183.00
May	Alabama Department of Transportation - Division 5 District 2 Tuscaloosa	Debris Removal - <b>April Tornado</b>	\$2,950,669.00
May	Town of Phil Campbell, AL	Debris Removal - <b>April Tornado</b>	\$2,343,961.22
May	Franklin County, AL	Debris Removal - <b>April Tornado</b>	\$2,339,722.44
May	Alabama Department of Conservation and Natural Resources (Guntersville State Park)	Debris Removal - <b>April Tornado</b>	\$2,302,133.60

April	USACE - Nashville, TN	Metro Center Levee Improvements-construction of bike path on existing levee	\$1,038,680.57
April	St. Bernard Parish, LA	Roadway restoration project-repairs throughout the Parish	\$262,934.70
April	North Carolina Department of Transportation - Johnston County	ROW debris removal and Disposal - <b>April Tornado</b>	\$98,739.61
April	North Carolina Department of Transportation - Wilson County	ROW debris removal and Disposal - <b>April Tornado</b>	\$46,359.56
April	North Carolina Department of Transportation - Greene County	ROW debris removal and Disposal - <b>April Tornado</b>	\$161,472.00
<b>2010</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
December	Richmond, VA	Snow Push	\$27,803.50
September	Corpus Christi, TX	Debris Removal - yearly maintenance	\$340,133.67
July	World Food Program	Haiti - Construction and operation of secured community housing and support facilities	\$7,186,840.47
May	Monroe County, FL	Lobster Trap Removal	\$1,771,855.38
May	Escambia County, FL	Oil Spill Recovery - <b>BP Oil Spill</b>	\$5,015,323.99
May	United States Environmental Services, LLC Louisiana	Provision of Boom - <b>BP Oil Spill</b>	\$1,000,000.00
May	Lawson Environmental	Provision of Boom - <b>BP Oil Spill</b>	\$884,000.00
May	Orleans Parish Criminal Sheriff's Office	Temporary Inmate Housing	\$9,025,109.43
May	City of Nashville, TN	Flood Debris Removal	\$240,509.17
May	BP Deep Water Horizon Oil Spill Response	Oil Spill Recovery Efforts Plaquemines Parish, Lafitte and Terrebonne Parish, LA and the Panhandle of Florida	\$170,000,000.00
May	State of Florida DEP Santa Rosa County	Placement of Oil Containment Boom - <b>BP Oil Spill</b>	\$1,479,192.30
May	Coastal Planning and Engineering Okaloosa County	Placement of Oil Containment Boom - <b>BP Oil Spill</b>	\$5,184,096.40
April	Red Cross	Provision of Temporary office space	\$163,112.00
March	Terrebonne Parish Consolidated Government	Demolition of 83 houses	\$400,000.00
February	City of New Orleans, LA	Strategic Demolition	\$5,265,125.00
February	Anne Arundel County, MD	Snow Push	\$3,054,029.50
February	Alexandria, VA	Snow Push	\$27,216.00
February	Prince William County, VA	Snow Push	\$32,880.00
February	City of Baltimore, MD	Snow Push	\$2,697,721.00
February	Arlington County, VA	Snow Push	\$264,408.00
February	Virginia Department of Transportation - Warrenton Residency	Snow Push	\$48,624.00
February	Maryland Department of Transportation - SH4 Region C, Anne Arundel County	Snow Push	\$9,593.00
February	Baltimore Public Buildings & Grounds	Snow Push	\$212,931.00

February	VDEM	Snow Push	\$51,000.00
January	Terrebonne Parish Consolidated Government	Marine and vessel debris removal	\$216,000.00
<b>2009</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
December	Anne Arundel County, MD	Snow Push	\$3,110,362.00
December	VDEM	Snow Push	\$477,178.55
November	Texas Department of Transportation - Cherokee County	Tree Trimming & Brush Removal	\$171,176.25
November	New Orleans, LA	Construction of City Park Tennis Center	\$3,680,000.00
August	Louisiana Land Trust # 7	Structure and slab demo in Orleans, Jefferson, St Bernard Parish	\$426,480.00
August	Louisiana Land Trust # 11	Structure and slab demo Orleans Parish	\$1,277,740.00
July	Assumption Parish Police Jury, LA	Debris Removal, Ezekiel St. Dumpsite	\$94,970.00
July	Grand Isle State Park, LA	Erosion Control	\$1,392,700.00
July	Iberville Parish, LA	Removal of Sunken Barges	\$196,000.00
July	Jefferson Parish, LA	Private property demolition in Bataria, Lafitte, Crown Point and Grand Isle	\$1,323,044.20
June	North Topsail Beach, NC	Berm Shaping	\$220,459.00
April	Birmingham, LA Airport Authority	Demolition	\$148,464.00
April	Lafayette, LA	Demolition of residential houses	\$17,664.00
April	Texas Department of Transportation - Galveston County	Bolivar Ditch Excavation	\$306,413.28
March	Lexington-Fayetteville Urban County	Ice Storm Debris Removal	\$177,877.50
March	Louisiana Department of Transportation and Development	Chipping and Grinding - <b>Hurricane Gustav</b>	\$144,565.00
March	Graves County, KY	Ice Storm Debris Removal	\$2,220,183.54
March	Baxter County, AR	Ice Storm Debris Removal	\$4,519,870.90
February	Lexington-Kentucky Urban County	Ice Storm Debris Removal	\$780,000.00
February	Blytheville, AR	Ice Storm Debris Removal	\$1,481,569.99
February	Kentucky Department of Transportation - District 1	Ice Storm Debris Removal	\$5,852,377.80
February	Harris County, TX	Debris Removal - <b>Hurricane Ike</b>	\$24,750.00
February	Fayetteville, AR	Ice Storm Debris Removal 2009	\$2,592,537.17
February	Kentucky Department of Transportation - District 2	Ice Storm Debris Removal	\$509,174.25
January	Texas General Land Office	Marine Debris Removal - <b>Hurricane Ike</b>	\$22,703,700.00
<b>2008</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>

October	USACE Vicksburg District	Drift and Debris Removal and Associated Work, Coldwater Rivershed	\$467,280.00
October	Texas Department of Transportation - Hardin East	Debris Removal ROW - <b>Hurricane Ike</b>	\$176,893.20
October	Texas Department of Transportation - Chambers East	Debris Removal ROW - <b>Hurricane Ike</b>	\$413,525.00
October	Bayou Lafourche Fresh Water District	Debris Removal - <b>Hurricane Gustav</b>	\$772,320.00
October	Texas Department of Transportation - Orange County	<b>Debris Removal - Hurricane Ike</b>	\$2,206,012.92
October	Groves, TX	Debris Removal - <b>Hurricane Ike</b>	\$16,584.21
October	Port of Galveston, TX	Debris Removal - <b>Hurricane Ike</b>	\$467,898.84
September	Plaquemines Parish, LA	Repairs to Buras Library - Hurricane Katrina	\$3,424,000.00
September	Westwego, LA	Debris Removal - <b>Hurricane Gustav</b>	\$35,674.67
September	Kenner, LA	Debris Removal - <b>Hurricane Gustav</b>	\$315,000.00
September	New Orleans, LA	Debris Removal - <b>Hurricane Gustav</b>	\$1,650,562.67
September	St John the Baptist, LA	Debris Removal - <b>Hurricane Gustav</b>	\$792,395.68
September	St. Landry Parish, LA Don Menard (337) 948-3688	Debris Removal - <b>Hurricane Gustav</b>	\$2,992,882.80
September	Iberville, LA	Emergency Push and Debris Removal - <b>Hurricane Gustav</b>	\$3,368,184.69
September	Lafayette, LA	Emergency Push and Debris Removal - <b>Hurricane Gustav</b>	\$4,506,624.12
September	Iberia, LA	Debris Removal - <b>Hurricane Gustav</b>	\$1,793,463.03
September	Tangipahoa, LA	Debris Removal - <b>Hurricane Gustav</b>	\$2,780,902.26
September	Louisiana Department of Transportation and Development - District 2, 3, 61, 62	Debris Removal - <b>Hurricane Gustav</b>	\$18,970,757.96
September	Galveston, TX	Debris Removal - <b>Hurricane Ike</b>	\$38,007,492.62
September	Harris County, TX	Debris Removal - <b>Hurricane Ike</b>	\$19,446,030.96
September	Piney Point Village, TX	Debris Removal - <b>Hurricane Ike</b>	\$693,346.07
September	Taylor Lake Village, TX	Debris Removal - <b>Hurricane Ike</b>	\$598,735.91
September	Bellaire, TX	Debris Removal - <b>Hurricane Ike</b>	\$880,126.19
September	Port Neches, TX	Debris Removal - <b>Hurricane Ike</b>	\$450,447.33
September	Jefferson County, TX	Debris Removal - <b>Hurricane Ike</b>	\$1,996,522.66
September	Nassau Bay, TX	Debris Removal - <b>Hurricane Ike</b>	\$480,179.64
September	Nederland, TX	Debris Removal - <b>Hurricane Ike</b>	\$915,993.94
September	Humble, TX	Debris Removal - <b>Hurricane Ike</b>	\$646,447.07
September	Jamaica Beach, TX	Debris Removal - <b>Hurricane Ike</b>	\$2,605,261.37
September	Port Arthur, TX	Debris Removal - <b>Hurricane Ike</b>	\$6,831,004.19

September	Baytown, TX	Debris Removal - <b>Hurricane Ike</b>	\$3,116,996.01
September	El Lago, TX	Debris Removal - <b>Hurricane Ike</b>	\$308,842.37
September	Jefferson County, TX Drainage District No. 7	Debris Removal - <b>Hurricane Ike</b>	\$1,645,364.59
September	Houston, TX	Debris Removal - <b>Hurricane Ike</b>	\$65,138,381.25
July	Plaquemines Parish, LA	Repairs to Buras Auditorium Project No. 06-08-03 - <b>Hurricane Katrina</b>	\$4,468,000.00
June	Parkersburg, IA	Debris Recovery Contract	\$5,486,500.00
June	Plaquemines Parish, LA	Repairs to Hurricane Damage at Port Sulphur Government Building - <b>Hurricane Katrina</b>	\$3,676,593.00
June	Plaquemines Parish, LA	Replacement of the Recreation/Sign/Prowm Building Hurricane Katrina	\$2,924,000.00
June	Plaquemines Parish, LA	Replacement of the District 8 Council Building - <b>Hurricane Katrina</b>	\$1,486,968.00
June	Macon, GA	Debris Management and Removal Services	\$3,458,435.00
May	Port of New Orleans, LA	Press and Louisa St. Wharves Demolition & Removal of Remaining Structures	\$1,530,355.00
May	New Orleans, LA	Structural Demolition, Selective Salvage, Debris removal and Site Clean-up	\$2,696,118.71
April	Benetech - FEMA - Park Restorations	Restoration of Trailer Parks	\$64,800.00
March	Macon County, TN	Debris Removal & Disposal - Northern Portion Subcontractor to Benetech	\$677,674.68
March	Macon County, TN	Debris Removal & Disposal - Southern Portion Subcontractor to Benetech	\$522,732.15
February	Alba, MO	Debris Removal - <b>December 9 &amp; 10, 2007 Ice Storm</b>	\$28,750.00
February	Jefferson Parish, LA	Private Property Debris Removal	\$111,893.00
January	Monroe County, FL	Removal of the Lady Luck Casino Vessel	\$499,050.00
January	Duquesne, MO	Debris Removal - <b>December 9 &amp; 10, 2007 Ice Storm</b>	\$128,886.00

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REFERENCES

**REFERENCES**

OWNER & TIMELINE	DESCRIPTION OF WORK	CONTRACT VALUE	CUBIC YARDS	POINT OF CONTACT
<b>Harris County, TX</b> August 2017 – Present	Debris Removal <b>Hurricane Harvey (DR-4332)</b>	Estimated \$33,500,000.00	Estimated 1,200,000.00	Nick Russo, <i>Environmental Compliance Officer</i> Phone: (713) 274-3667 <a href="mailto:Nick.russo@hcpid.org">Nick.russo@hcpid.org</a> 101 Preston, Suite 800 Houston, TX 77002
<b>Ascension Parish, Louisiana</b> August 2016 – July 2017	Disaster Debris Removal and Disposal <b>Louisiana Severe Storms and Flooding (DR-4277)</b>	\$5,903,607.61	336,630	Mike Enlow, <i>General Manager</i> Phone: (225) 450-1326 Fax: (225) 473-9931 <a href="mailto:Menlow@apgov.us">Menlow@apgov.us</a> 42077 Churchpoint Road Gonzales, LA 70737
<b>South Carolina Department of Transportation</b> February 2014 – August 2014	Emergency Debris Removal <b>2014 South Carolina Ice Storm</b>	\$44,233,669.57	1,464,598	David Cook, <i>SCDOT State Maintenance Engineer</i> Phone: (803) 737-2314 Fax: (803) 737-2850 <a href="mailto:Cookdb@dot.state.sc.us">Cookdb@dot.state.sc.us</a> 955 Park Street Columbia, SC 29201

## EXPERIENCE WITH FEMA REIMBURSEMENT

For the past 29 years, DRC has responded to emergency/disaster events for numerous government entities, almost all of which were under FEMA disaster declaration and were FEMA grant reimbursable. **The maximum reimbursement rate was granted by FEMA to the customers for every event.**

Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris. DRC can assist the jurisdiction in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

### ***FEMA REIMBURSEMENT***

Compliance with federal and state guidelines is critical for recovery operations conducted under the auspices of the *Federal Public Assistance Program*. The reference materials that establish these guidelines are the Debris Management Guide (FEMA), the Policy Digest (FEMA), the Public Assistance Guide Act (US Congress), and 44 C.F.R. (Code of Federal Regulations). Non-compliance a contractor or subcontractor can jeopardize the client's reimbursement and, in extreme cases, result in an investigation by the Office of the Inspector General (OIG). DRC's compliance with these federal guidelines is critical to our reputation. DRC has a 29-year history of 100 % maximum reimbursement for its clients.

DRC Emergency Services strives to continuously stay ahead of changes in FEMA policy and guidance, especially that policy which may impact our clients. One such policy change took place in December of 2014, this being the implementation of the FEMA "Super Circular" otherwise known as Uniform Guidance, 2 C.F.R. 200 Procurement & Documentation. At DRC, we took the time to read, discuss, and implement internal measures to be certain that our clients, or prospective clients, are on course to be fully compliant with this guidance. DRC carefully review scopes of service, terms of inclusion, evaluation, pricing models, and other key components for any items which may be called in to question following this recent guidance revision by FEMA. We see this as just another opportunity to assist the local government in their mission to attain full reimbursement for post-event activations and operations.

### ***PROJECT WORKSHEET AND APPLICATION PROCESS***

The Project Worksheet (PW) is the FEMA document used to request funding for specific recovery projects. A properly formatted PW will fully detail the necessity of a project, the scope of the project and will accurately forecast the costs associated with the project. Small projects (equal to or less than \$120,000 after 2/24/2014) are written by local governments and large projects (greater than \$120,000 after 2/24/2014) are written by FEMA. Debris removal projects, which make up the majority of all Public Assistance grants, are almost exclusively large projects. The FEMA PA Project Specialist (formerly known as the Project Officer) assigned to the local government will begin the process of gathering data and writing the debris removal PW within days or weeks after the event. Several sets of critical data are necessary to complete the PW.

- Accurate estimates of the total amount of debris to be collected
- Accurate estimates of the total cost of the debris removal project
- Accurate database tracking of work completed to date
- Invoices submitted by and payments to the contractor

DRC can assist the Government entity in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

#### *INITIAL DAMAGE ESTIMATE*

In order to accurately populate information necessary for the FEMA project worksheet DRC routinely conducts initial damage estimates with the help of its municipal client. These assessments are calculated by taking a representative sample (typically four linear miles in various parts of the jurisdiction) and calculating the amount of debris within those sectors. This amount of debris is multiplied by the number of total street miles within the jurisdiction to determine preliminary damage (expressed in cubic yards). To reinforce this estimate it is also typical for DRC to provide a helicopter to determine if any anomalies are present within the affected jurisdiction.

#### *IMMEDIATE NEEDS FUNDING*

The purpose of Immediate Needs Funding is to provide applicants with funding for urgent needs, without burdening them with extensive paperwork during peak crisis operations. The maximum amount of INF an applicant can receive is 50% of the emergency work estimated in the Preliminary Damage Assessment (PDA). Eligible emergency work typically includes debris removal, emergency protective measures, and removal of health and safety hazards. INF is not intended for emergency work projects with Special Considerations or projects that will take more than 60 days to complete. INF is designated for emergency work costs such as overtime payroll, equipment expenses, temporary employee payroll, materials purchased, equipment rented, and contractor payments. INF is placed in the State's account within days of the disaster declaration and ensures that the immediate needs of the applicant are met. DRC has helped numerous applicants, over its 29-year history, obtain INF.

#### *FEMA TECHNICAL MANAGEMENT TRAINING*

Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris. DRC can assist the jurisdiction in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

DRC and/or DRC have on staff, or available through its extensive Reservist/Consultant Personnel Database, qualified personnel who are available to assist any client with Exercises, Plans Formulation, or Training of Government personnel on eligibility issues, reimbursement procedures, documentation, etc. DRC will provide regular annual or more frequent training and feedback sessions to the government as a service at no additional cost to the Town. Training sessions are scheduled and led by the Director of Training and will address planning and reimbursement issues as well as any other concerns of the Town. Typically, training sessions also include DRC consultant and reservist personnel who are former FEMA personnel or who are intimately familiar with FEMA and other government regulations.

## AVAILABILITY OF FIRM'S RESOURCES

### AVAILABILITY OF KEY PERSONNEL

For the past 29 years, the DRC team has responded to major natural or man-made disasters occurring within the continental United States and its territories, in theatres of U.S.-led troop operations, and in Central America. The DRC personnel are trained, motivated and available for immediate deployment in an emergency response. All assigned personnel will be available to the Town as needed. Personnel are N.I.M.S.-certified and/or have specialized training in safety and asbestos management and are equipped with utility vehicles, digital, handheld, multi-state, two-way radios, cellular communications, and handheld computers. DRC personnel will have the experience and/or training to respond **immediately** to disasters and are provided with a DRC ES supervisor handbook including required reports and forms for successful disaster response and management thereof.

*“DRC’s knowledge base, experience, and ability to make experts available in the field were instrumental in the successful completion of this work.” – Donald G. Donaldson, P.E., Engineering Director/County Engineer, Martin County, FL*

Regional Managers are assigned to specific geographic locations throughout the United States to assist, monitor and lead the project teams in response to emergency situations. Regional Managers from one region may be assigned to support other Regional Managers as needed and all Regional Managers may be mobilized to one location to support emergency situations. Regional Manager for the Town of Winterville is Tony Swain who is capable of responding to the needs of the Town 24 hours a day, 7 days a week.

### AVAILABLE EQUIPMENT

DRC Emergency Services, LLC and associated and affiliated companies and subcontractors, owns substantial trucks and specialized pieces of heavy equipment, attachments and support equipment specifically designed for emergency response. DRC owns dozens of cellular and radio telephones for use in an emergency. DRC and/or their subcontractors have national priority contracts with multiple national equipment leasing companies and subcontractors and/or independent contractors through which hundreds of trucks and/or pieces of heavy loading equipment are available to supplement DRC’s and/or the subcontractor’s fleets. In summary, DRC is capable of mobilizing all of the listed equipment and more, as needed, to meet the clearing requirements of a Notice to Proceed.

DRC estimates that there are only between 1100 to 1500 self-loading double box, one hundred cubic yard plus rigs in the United States. All of our primary subcontractors operate this type of equipment which allows DRC to set industry standards for maximum capacity collected. **DRC set a FEMA record by collecting over 400,000 cubic yards in a single day of operation.**

In addition to the equipment owned by DRC, we have national accounts with multiple equipment rental companies that offer us the capability to meet the equipment needs of the Town DRC also has accounts with national and international Industrial supply warehouses, such as Aramsco and Grainger, who offer environmental safety, disaster response, surface preparation and restoration goods and services which includes fire safety and PPE of all types.

### DRC Owned Equipment

Trucks			General Information			
Year	Make	Model	Description	Serial #	Tag #	Quantity
<b>F150 Class, SUV/PP, F250+ class</b>						<b>8</b>
2009	Ford	Ford F150	Pick up	1FTPW14V99FA05748	AL 2A62Z18	
2011	Ford	Ford-150	Pick up	1FTWF1ET5BFD02546	AL BB38043	
2014	GMC	Yukon	SUV			
2006	Ford	F-650 4x2	Pick up	3FRNW65R16V255189	AL 2X310388	

2008	Ford	F-350	Pick up	1FDSX34R48EB72833	AL 2X251612	
2010	Ford	F-250	Pick up	1FTSW2BR5AEA44885	AL 2B44521	
<b>Dump Trucks</b>						<b>9</b>
2015	International	7000	Triaxle	3HAGSSNT3FL719080		
2015	International	7000	Triaxle	3HAGSSNT7FL719082		
2015	International	7000	Triaxle	3HTGSSNT4FN719083		
2015	International	7000	Triaxle	3HTGSSNT4FN718452		
2015	International	7000	Triaxle	3HTGSSNT0GN741132		
2015	International	7000	Triaxle	3HAGSSNT2FL717272		
2015	International	7000	Triaxle	3HAGSSNT4FL717273		
2015	International	7000	Triaxle	3HAGSSNT6FL717274		
2015	International	7000	Triaxle	3TGSSNT9GN741131		
<b>Self Loaders</b>						<b>3</b>
2003	Kenworth	Tandem T800	Knuckleboom Self-Loader	1NKDLU0X83J392848	AL 2AP757256	
2006	Peterbilt	379 TM	Knuckleboom Self-Loader	1NP5LB0X26N896831	AL 2AP757259	
2006	Kenworth	W900	Knuckleboom Self-Loader	1NKWLBOX96J143881	AL 2AP757260	
1999	Kenworth		Knuckleboom Self-Loader	1NKDXBEX0XR798485		
2010	Kenworth		Knuckleboom Self-Loader	1NKDLU0XXAJ266391		
2011	Kenworth		Knuckleboom Self-Loader	1NKDLU0X6BJ284291		
<b>Truck/Tractors</b>						<b>2</b>
<b>Trailers</b>			<b>General Information</b>			
<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Description</b>	<b>Serial #</b>	<b>Tag #</b>	<b>Quantity</b>
<b>Kitchen Trailer/Tractors</b>						<b>2</b>
2002	Haulmark	WT-L-BHP 6280	portable Kitchen Trailer	4XSG540362G041778	AL 2TR52559	
<b>Dump Trailers</b>						<b>11</b>
2005	Interstate	Pintle Hitch 25 ft.	Dump Trailer	1JKDLA4045M005682	MS87735T	
2004	Interstate	Pintle Hitch 25 ft.	Dump Trailer	1JKDLA4024M005162	AL 2TR13263	
2005	Econo	Pintle Hitch 25 ft.	Dump Trailer	42EDPKT2X51000358	AL 2TR13270	
2005	Interstate	Pintle Hitch 25 ft.	Dump Trailer		MS44480T	
2007	Econline	DP2425DA	Dump Trailer	42EDPKV2971000240	AL 2TR13268	
2005	Beach	18 Ft.	Dump Trailer	4XWDP18215N708220	AL 2TR52556	
2005	Top Hat	35 yd	Debris Trailer	4R7B025235T060488		
2005	Top Hat	35 yd	Debris Trailer	4R7B025245T060435		
2005	Top Hat	35 yd	Debris Trailer	4R7B025205T061775		
1994	AlFab	Aluminum Trailer	Debris Dump Trailer	1A9DA343X55199333		
	Loadmaster	2628 - 8600 Tandem	Trailer	4YPAB27236T041943		
<b>Utility Trailers</b>						<b>3</b>
2002	Iron Dog	18' X 8'	18' Utility/Car Trailer	5FELS18272C006881	AL 2TR13261	
	Top Hat	EH20X7 -14E-F	20' Utility Trailer	4R7BU2022BT110787		
2010	Carry On		Enclosed	4YMCL121XAT027557		



Car/Boat Trailers						3
2010	Sport Trail	With Asset 1422	Boat Trailer	1S9BB3832AW542905		
	EZ Haul		3 Car Hauler	UTL	Ark. PT60483	
	Cargo @Wally-Mo		3 Car Hauler	1WHR4820SH157988	Ark. PT60482	
Cargo Trailers						2
2007	Carry-On	6x12 Cargo Trailer	Cargo Trailer	4YMCL12197G066383	AL 2TR13264	
2007	Haulmark TL	GRG85X32W	Lg. Cargo Trailer	16HG532267G091896	AL 2TR13260	
Miscellaneous						1
1997	Dutchman	Classic (5th Wheel)	32' Travel Trailer	47CT20P28V1078556	AL 2TL395A8	
Heavy Equipment			General Information			
Year	Make	Model	Description	Serial #	Tag #	Quantity
Wheel Loader						1
2007	Prentice	2384	loader	PR63177		
Other:						17
	ABI	T-200	Trailer mounted Air Curtain	T20FN03085		
	Vermeer		Bale Processor			
2000	Carlton	7500	Stump Grinder	1J9G42110Y1167345		
2002	Caterpillar	TH63	Telehandler	5WM07638		
2013	Bradco	30272-9925	Cutter Head	346471		
2013	AFE	SSECO	Cutter Head	10-13-R125-081		
	-		Spreader			
	-		Spreader			
	-		Spreader			
	-		Spreader			
	-		Spreader			
	-		Std Duty Box Blade			
	-	SRBG-6	Solesbee Root Rake	92108		
	-		5th wheel attachment			
2004	Gorman Rupp	PA4A60-4045D	4" Diesel Self Prifming Trash Pump	1283487N		
2016		-	Air Compressor			
1400 - Boats/Motors/Barges			General Information			
Year	Make	Model	Description	Serial #	Reg #	Quantity
Pontoon Boats						1
2011	38' Southbay	Aluminum	Alum. Crew Pontoon Boat	FRU17885G011		
Skimmers						1
1974	Skimmer	DIP 3001	Navy Oil Skimmer	1087-74-25R	N/A	
Portable Buildings & Containers			General Information			
Year	Make	Model	Description	Serial #	Tag #	Quantity
Modular Housing/Camp						45
2010	Modular Housing	Camp	Housing Units & Offices	Each has a serial #		13
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #		27

2011	MOD	Camp	Gym	Each has a serial #		
2011	MOD Gym	Camp	MOD Gym	Each has a serial #		
2011	MOD Laundry	Camp	Laundry	Each has a serial #		
2011	MOD Laundry	Camp	MOD Laundry	Each has a serial #		
2011	Storage Bldg	Camp	Storage Bldg	Each has a serial #		
<b>Office Trailers</b>						<b>2</b>
2008	EZ Rigid Trailer	EZR-8624	Portable Office Trailer	1E9BR241781434001		
2008	EZ Rigid Trailer	EZR-8624	Portable Office Trailer	1E9BR241781434002		
<b>Detention Unit/Portable Jail</b>						<b>8</b>
2011	Portable Jail	40'	Portable Jail	40 ft. Portable Jails - 2 x 7 man	See #267-272	
2011	Portable Jail	40'	Portable Jail	sleepers, one 6 man sleeper @	See #267-272	
2011	Portable Jail	40'	Portable Jail	2 man holding area, one with	See #267-272	
2011	Portable Jail	40'	Portable Jail	shower & toilet unit, and two	See #267-272	
2011	Portable Jail	40'	Portable Jail	day rooms - all stainless	See #267-272	
2011	Portable Jail	40'	Portable Jail	new in August, 2011	See #267-272	
2009	Port City	24' Custom Trailer	Prison Trailer	4PCCU242191000016	AL 2TR13265	
	Detention Unit	8x20x8'6"	Portable Jail			

### ***SUBCONTRACTORS***

DRC maintains a cadre of hundreds of subcontractors of which approximately thirty are primary subcontractors that have been used in all of DRC's responses to major events within the last twenty-nine years. These subcontractors along with DRC's own personnel and equipment are capable of mobilizing an event of huge magnitude. For instance, in 2008 while responding to the aftermath of Hurricane Ike in Louisiana and Texas, DRC operated and managed over 2000 pieces of equipment. DRC's advanced team was imbedded in emergency operations centers throughout these two States and was functioning at eighty percent capacity within seventy-two hours of the notices to proceed. The event encompassed the collection, processing, recycling and disposal of over eleven million cubic yards of debris, all of which was performed in just ninety days.

### ***ABILITY TO MANAGE MULTIPLE CONTRACTS***

DRC has implemented a comprehensive Corporate Level Advance Mobilization Plan to ensure a coordinated, expeditious and effective response to disasters by its personnel and resources. This plan has been utilized by DRC to respond quickly in the following contracts:

#### ***2017 HURRICANE IRMA***

- DRC was activated in 26 jurisdictions simultaneously while managing 30 debris management sites. DRC anticipates removing over debris over 4,000,000 cubic yards of debris.

#### ***2017 HURRICANE HARVEY***

- DRC was activated in 17 jurisdictions following Hurricane Harvey and simultaneously ran more than 16 debris management sites during this activation.
- DRC has recovered and reduced over 2,750,000 cubic yards of debris to date.

### ***2016 HURRICANE HERMINE***

- In Citrus County, Florida, DRC successfully removed and disposed of more than a thousand tons of residential flood debris and tens of thousands of cubic yards of vegetation in less than 30 days

### ***2016 LOUISIANA SEVERE FLOODING DR4277***

- DRC picked up 1 million cubic yards of debris over the course of 30 days in East Baton Rouge Parish, Louisiana.
- DRC opened and operated two Temporary Debris Management Sites to compact and recycle C&D debris prior to haul out for final disposal. These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.

### ***WINTER STORM JONAS 2016***

- The snow from Winter Storm Jonas started the morning of January 22nd and by the evening DRC had started mobilizing in 5 different jurisdictions. Operations continued 24 hours a day and required two operators per piece of equipment, around the clock management and support personnel. The project was completed in 10 days.

### ***ICE STORM PAX 2014***

- DRC was simultaneously activated in New Hanover County, NC, Pender County, NC, and the City of Wilmington, NC for debris removal and reduction of approximately 400,000 cubic yards of debris.
- The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in 8 counties, totaling over 12,000 miles of roadway clearing and the trimming of over 225,000 trees.
- DRC managed and operated over 15 Debris Management Sites reducing and recycling over 1.5 million cubic yards of debris.

### ***THE HURRICANE SEASON OF 2012***

- DRC simultaneously operated 14 contracts throughout the Southeast in response to Hurricane Isaac. DRC concurrently operated six TDSRS sites in Louisiana alone.

### ***THE HURRICANE SEASON OF 2009***

- The Texas GLO requested assistance for the removal of marine debris that was generated as a result of Hurricane Ike in 2008. These services were performed in Trinity, Galveston, East and West Bay and have an approximate contractual value of \$22,703,700.00.
- DRC also provided services for areas such as Kentucky and Arkansas that were ravaged by severe ice storms. These services are valued at approximately \$11,157,132.02.

### ***THE HURRICANE SEASON OF 2008***

- DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston in response to Hurricanes Gustav and Ike devastating the Louisiana and Texas coastlines. DRC's work in these regions was nearly completed in a little over two months.
- DRC established a single-day productivity record for post-disaster debris removal as recognized by FEMA by collecting 440,000 cubic yards of debris in a single day in the City of Houston.
- In just ninety days, DRC collected more than 5.6 million cubic yards of debris from the City of Houston alone.
- DRC's expedited operation using more than 2,000 pieces of collection equipment made it possible for the city of Houston to receive reimbursement in the greater than 80% range.
- Following Hurricane Ike, DRC simultaneously operated seven TDSRS sites handling 11,000,000 CY of debris, recycling materials out of the waste stream in two of those facilities.

### ***THE HURRICANE SEASON OF 2005***

- DRC is proud to have assisted in the recovery following the devastation of Hurricanes Katrina, Rita, Wilma, and Cindy affecting the Florida Keys, throughout Mississippi and Louisiana, and into Houston, Texas. To date,

DRC has successfully completed over \$130,000,000 in disaster remediation in the hardest hit parishes of Louisiana and in Monroe, Escambia, and Miami-Dade counties in Florida, as well as the eastern coastal counties of Texas.

- Following Hurricane Wilma, DRC simultaneously operated five TDSRS sites in Louisiana, processing debris for the Louisiana DOTD. Also in 2005, DRC simultaneously operated six TDSRS sites for the Louisiana DOTD in two districts following Hurricane Katrina.

#### ***THE HURRICANE SEASON OF 2004***

- In the aftermath of Hurricanes Charley, Frances, Jeanne and Ivan, DRC and its teaming partners and/or subcontractors, performed 37 virtually simultaneous contracts and \$150,000,000 in emergency work, including the removal of over 10,000,000 cubic yards of debris and the restoration of miles of beaches, throughout the state of Florida, from Monroe County to Escambia County, as well as projects in Virginia, South Carolina, and Texas.
- DRC simultaneously operated more than ten TDSRS sites in Florida.

#### ***2000 WINTER ICE STORM***

- In January 2000, in the aftermath of the Winter Ice Storm, DRC performed debris removal and landfill management services in North and South Carolina and Georgia. Approximately 800,000 cubic yards of debris was removed and processed within approximately 90 days.

#### ***TIME MANAGEMENT AND BUDGETING***

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DRC understands the economic incentives associated with FEMA's accelerated debris removal (increased federal cost share on a sliding scale). Following Hurricane Ike in 2008, DRC established an industry standard for volume collected in a single day (as recognized by FEMA). During this operation more than 5.6 million cubic yards were collected, processed, and recycled in a little more than 60 days. While fragments of the project lasted slightly longer, DRC's expedited operation using more than 2,000 pieces of collection equipment made it possible for the city of Houston to receive reimbursement in the greater than 80% range.

## KEY PERSONNEL

DRC, its subcontractors, and/or personnel list among their accomplishments, membership in many professional organizations including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC and/or its' affiliates, associates and/or subcontractors are licensed General Contractors in the states in which DRC performs disaster response services. DRC is familiar with USACE, FEMA, and FHWA rules and regulations, the Stafford Act, and 44CFR as they pertain to emergency response, recovery and reimbursement

### John Sullivan, President

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries.

With over 20 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process.

FEMA Certifications: IS-20.18, IS-100.b, IS-100.pwb, IS-200.b



### Mark Stafford, Vice President of Response and Recovery

Mr. Stafford brings many years of experience in disaster and commercial/industrial waste management to DRC Emergency Services. He has participated in recovery following ice storms and hurricanes throughout the Southeast. Mark has overseen and operated landfills, recycling operations and transportation companies exceeding \$200 million in annual revenues. He has managed teams of over 1,100 staff serving business, industry and municipalities.

Prior to joining DRC, Mark was the president and regional director of Allied Waste for the State of Louisiana. He also worked in an executive capacity for Waste Management. He earned a B. S. in business from the University of Louisiana.

FEMA Certifications: IS-5.a, IS-11.a, IS-33.17, IS-35.17, IS-100.pwb, IS-106.17, IS-200.b, IS-315, IS-317, IS-546.a, IS-547.a, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907, IS-2900

Other Certifications: Hazwoper



*“They provided a service that exemplifies the dedication of DRC Emergency Services to its customers.”*

*– Jason C. Eaton, Logistics Section Chief, Commonwealth of Virginia*

### **Kristy Fuentes, Vice President of Compliance and Administration**

Kristy Fuentes is the Vice President of Compliance and Administration for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in



planning, program management, disaster response, demolition contracting and regulatory compliance.

Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the “Katrina Car and Vessel” contract and three massive demolition projects in the City of New Orleans. Following Hurricane Gustav, Ms. Fuentes managed nine major disaster-response contracts across southern Louisiana with a cumulative contract value of over thirty million dollars. In response to the BP MC 232 oil spill, Ms. Fuentes played a key role in the clean-up of lower Jefferson, Terrebonne and Plaquemines Parishes through the employment and management of hundreds of local residents and vessels.

Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, ensuring contractor compliance with Federal and State regulations.

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-29, IS-37.17, IS-42, IS-100, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-241.b, IS-244.b, IS-315, IS-317, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-700, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-906, IS-907, IS-909, IS-2900

Other Certifications: Hazwoper

### **Joe Newman, Vice President of Operations**

With more than 12 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Isabel, Dennis, Katrina and Ike.



In 2008, Mr. Newman responded to the devastation in Galveston following Hurricane Ike and as a Program Manager, he oversaw the collection, processing and recycling/disposal of over 1 million cubic yards of debris. He has been involved in projects in various capacities, including heavy equipment operation, planning and coordination of construction process, securing permits and licenses, delivery of materials and equipment, FEMA compliance, coordinating and operating with municipality officials, and estimating for contracts.

In May of 2015, Mr. Newman responded to the historic floods meeting the needs of Texas Department of Transportation and the Houston Solid Waste Department. He was tasked with tracking all debris operations.

FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-100.pwb, IS-632.a, IS-702.a, IS-2900

Other Certifications: Hazwoper

### Tony Swain, Regional Manager (Georgia, North and South Carolina)

Mr. Swain came to DRC after three years as a Project Manager for Cahaba Disaster Recovery. During that time, he oversaw the demolition of hundreds of houses in Orleans Parish, LA, along with debris removal projects in Springfield, MO, Green County, MO and Amherst, NY. Before that, he spent 12 years as Senior Project Manager and Procurement and Contracts Administrator for an emergency services company in Florida. He was responsible for providing subcontractors for 46 separate contracts and 55 TDSRS operations in the 2004 hurricane season involving hurricanes Charlie, Frances, Ivan and Jeanne. Mr. Swain has an extensive managerial and sales background.



FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-100.pwb, IS-632.a, IS-633, IS-634, IS-702.a

Other Certifications: Hazwoper, First Aid and CPR Certified, Army Corp of Engineers QC Certification



### Sam Dancer, Project Manager

After more than a decade in the military and law enforcement, Mr. Dancer became a Field Supervisor and Project Manager, handling contracts involving clean-up following Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill; and the Port Au Prince, Haiti earthquake.

Most recently, his projects have included St. Louis County and the City of Bridgeton, MO, tornado debris removal; Tuscaloosa, AL (ALDOT) residential demolition of tornado-damaged residences; Terrebonne Parish, LA, St. Louis Bayou Cleanout project; and the City of New Orleans, LA, Strategic Demolition for Economic Recovery project.

FEMA Certifications: IS-3, IS-5.a, IS-10.a, IS-11.a, IS-29, IS-33.17, IS-37.17, IS-42, IS-60.b, IS-75, IS-100.a, IS-100.b, IS-100.fda, IS-100.fwa, IS-100.hcb, IS-100.he, IS-100.leb, IS-100.pwb, IS-100.sca, IS-106.17, IS-200.a, IS-200.b, IS-200.hca, IS-201, IS-230.d, IS-241.b, IS-244.b, IS-315, IS-317, IS-324.a, IS-325, IS-394.a, IS-405, IS-420, IS-421, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.a, IS-702.a, IS-703.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-807, IS-808, IS-809, IS-810, IS-811, IS-812, IS-813, IS-906, IS-907, IS-909, IS-914, IS-1150, IS-2900

OSHA Certifications: OSHA-105, OSHA-115, OSHA-150, OSHA-151, OSHA-152, OSHA-602, OSHA-603, OSHA-605, OSHA-612, OSHA-700

Other Certifications: ADEM – QCI Certification, Hazwoper, Access to HSIN granted by the Department of Homeland Security for Louisiana, Mississippi, and the EM Site

### Lisa Garcia, Contracts Manager

Ms. Garcia has overseen DRC's contracts since 2010, maintaining contractual records and documentation, such as receipt and control of all contract correspondence. She's also responsible for applying, renewing and activating general contractor licenses nationwide, and other authorizations and pre-qualifications. Projects on which she provided administrative assistance to the Chief Operating Officer, Regional Manager and several Project Managers include the BP Oil Spill Clean Up and Hurricane Isaac Recovery, as well as numerous demolition and DOT jobs. Prior to joining DRC, Ms. Garcia provided administrative assistance for emergency response projects involving FEMA protocol. She is FEMA NIMS 300, 400, 700 certified.



FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-37.17, IS-42, IS-100.a, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-201, IS-244, IS-315, IS-317, IS-324.a, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907 IS-909, IS-2900

Other Certifications: Hazwoper

Please see Organizational Chart attached

## EMPLOYMENT OF LOCAL AND MINORITY CONTRACTORS

DRC maintains one of the industry's largest network of pre-screened and fully qualified subcontractors, including local and preferred vendors. DRC's subcontractors are evaluated on many levels, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost.

### ***PROPOSED SUBCONTRACTORS***

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RPF Emergency Services, LLC  
Hunter Fuzzell  
2903 7th street  
Tuscaloosa, AL 35401  
404-936-4833

RPF Emergency Services is a turn-key subcontractor in the Emergency Services industry. Based out of Mobile, AL, RPF is ready to respond within 24 hours to any of the Town of Winterville's needs. RPF is wholly owned by R. Hunter Fuzzell. Hunter founded the company in 2015, after spending over a decade working in various roles throughout the industry. Hunter possesses a BS - Finance and MBA from Auburn University and a Master's of Engineering - Construction Management from the University of Alabama - Birmingham. In 2016, RPF responded to 18 contracts, the majority being simultaneous in response to Hurricane Matthew. They handled over 3.5 million cubic yards of debris, taking it "cradle to grave" from the public ROW, to the DMS, through the reduction process, and finally to final disposal. RPF continued to grow in 2017, when it managed over 20 contracts and handling in excess of 5 million cubic yards of debris

RPF owns 6 "Double" self-loaders and 2 singles. On large events, RPF partners with companies owned by immediate family members and in total they own over 20 "doubles". RPF's true strength lies in its vast network of subcontractors. In 2017, RPF was simultaneously managing in excess of 1300 load and haul units. Since its inception a mere 3 years ago, RPF has responded to any type of disaster in size and scope that could impact the Town of Winterville.

### ***COMMITMENT TO LOCAL RESOURCES***

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The use of local resources is one of the most important aspects of successful disaster recovery operations. DRC is committed to ensuring that any emergency response business activity is shared by the entire community. That is why we have developed a vast network of subcontractors that are uniquely qualified to successfully meet any and all operational requirements envisioned under this RFP.

Throughout its history, DRC has maintained strong relationships with local vendors and subcontractors. We pride ourselves on facilitating local involvement during recovery efforts and encourage local knowledge and experience whenever possible. As such, DRC has worked with thousands of subcontractors over our history including small and large subcontractors, DBE, MBE, WBE, HUB Zone, 8(a), and VOSB (including Service-Disabled VOSB) contractors. DRC has established nationally recognized procedures for community outreach as discussed below in our "Local S/M/WBE Resource Program."

### ***LOCAL S/M/WBE RESOURCE PROGRAM***

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DRC reaches out to local subcontractors and small, minority and women-owned business enterprises (S/M/WBE) using a variety of sources. Although DRC maintains current, active subcontractor lists, we also have experience utilizing such sources as governmental databases, local, regional and national SBE compliance departments, client and vendor references and direct mail community outreach. Upon receipt of Notice of Award, ahead of a predicted weather event or annually for contingency contracts, DRC will make contact with local governments and SBE Resource offices to schedule an informational workshop for potential vendors and businesses. The DRC technical assistance workshops not only assist companies with identifying potential contract opportunities, but also assist those interested with "teaming". The workshops provide "hands on" technical assistance to companies ranging from individuals owning

dump trucks and loading equipment to office supply companies and small printers wishing to provide goods and services. This process matches S/M/WBE contractors with other companies in order to strengthen their competitive position and package of goods and services offered. DRC is committed to ensuring that local companies are made aware of all potential contracting and partnership opportunities.

A direct mail program may be conducted in order to target potential companies and minority business organizations that are listed with the Office of Minority and Women Business Enterprise. The mailer will provide information as well as an 800 number for interested individuals and companies with bi-lingual assistance available when necessary. Subcontractors can also log on to [www.drcusa.com](http://www.drcusa.com) to upload their experience, qualifications and certifications for inclusion in our subcontractor database.

From our extensive experience with subcontractors, DRC knows the importance of establishing strict guidelines for performance and safety standards. All subcontractors will be screened for qualifications and safety compliance prior to entering into a contract with DRC. Additionally, at the discretion of the contracting agency, all subcontractors will be approved prior to beginning work. Our sample Subcontractor Agreement details the scope of work and responsibilities of each subcontractor. The Subcontractor Agreement also commits the subcontractor to all governmental regulations and requirements. All subcontractor equipment will be inspected and properly maintained and all personnel certifications and safety courses will be on file and renewed or updated as needed.

In addition to stringent qualifications standards, DRC requires the following summarized items from subcontractors:

- Compliance with all DRC safety plans
- Ability to meet liability and automobile insurance requirements (these may vary from contract to contract)
- Compliance with governmental employment regulations, unemployment compensation and workman's compensation laws
- Completion of a subcontracting agreement specifying the scope of work, terms and conditions, pricing, liability requirements and any hold harmless agreements.

Per the requirements of each awarded contract, DRC will meet or exceed project goals regarding small business participation. Rebuilding your community using local resources is the core mission of DRC. As such, DRC will continue to maintain a comprehensive list of qualified subcontractors ready for deployment should the need arise.

#### ***PROMPT PAYMENT OF SMWSDVBs***

In addition to occasionally assisting SMWSDVBs with operating startup costs, DRC has a 20 plus year history of paying subcontractors on a weekly basis. It is our intention to both facilitate the involvement of these subcontractors and ensure their economic viability and profitability.

#### ***UTILIZATION MONITORING***

As with previous practice, DRC intends to hire a SMWSDVB Facilitator/Monitor. This person will be tasked with the responsibility of recruitment and reporting. DRC views the existence of this person as crucial and has full intention to achieve the outlined goal for this contract.



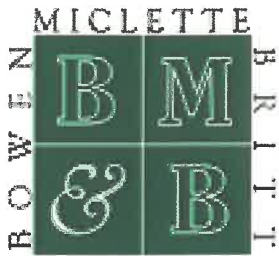
## AFFIRMATIVE ACTION/EQUAL OPPORTUNITY POLICY

DRC is an equal employment opportunity employer. Employment decisions are based on merit and business need, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. DRC complies with the law regarding reasonable accommodation for handicapped and disabled employees. DRC's President has issued the following policy:

DRC is an Equal Opportunity Employer and recognizes the value of hiring a diverse group. Due to the nature of our work and the fact that we provide services worldwide, we find it necessary and advantageous to employ a number of persons from various countries who are of different races, religions and ethnic groups. Although our permanent work force is less than 50 employees, it is composed of a diverse population of men and women. In addition, we believe work force diversity provides a significant market advantage.

It is the policy of DRC to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). DRC will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. DRC will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on DRC.

Equal employment opportunity notices are posted as required by law. Management is primarily responsible for seeing that DRC's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. Any employee, including managers, involved in discriminatory practices will be subject to termination.



BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC  
1111 NORTH LOOP WEST, SUITE 400  
HOUSTON, TEXAS 77008  
TELEPHONE (713) 880-7100  
FACSIMILE (713) 880-7149

January 5, 2018

DRC Emergency Services, LLC  
13 Evia Main  
Galveston, TX 77554

Re: DRC Emergency Services, LLC

Dear Sir or Madam:

We are the surety bonding agent for DRC Emergency Services, LLC, of Galveston, TX. In this capacity, we have become very familiar with their financial, management, and operational capabilities. DRC Emergency Services, LLC is bonded through Hartford Fire Insurance Company(Hartford), which has an A.M. Best Rating of A+ Superior with a Financial Size Category of XV. Hartford has agreed to support performance and payment bonds for single projects up to \$80,000,000 as long as these projects fit within a \$150,000,000 aggregate work program.

Please note that the decision to issue performance and payment bonds is a matter between DRC Emergency Services, LLC, and Hartford, and will be subject to the review and approval of the contract terms, conditions and related underwriting criteria at the time of the request. We assume no liability to third parties or to you if for any reason Hartford does not execute said bonds.

We hold DRC Emergency Services, LLC in the highest possible regard and it is our pleasure and privilege to recommend them for your consideration.

Very truly yours,

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC

David T. Miclette  
Senior Vice President

DT/rg



11 Greenway Plaza  
Suite 2900  
Houston, Texas 77046

www.iberiabank.com

July 20, 2016

DRC Emergency Services, LLC  
13 Evia Main  
Galveston, TX 77554

Re: DRC Emergency Services, LLC

To Whom It May Concern,

This letter is in support of DRC Emergency Services, LLC ("DRC" or the 'Company'). I am writing on behalf of Iberia Bank Corporation ("Iberia"), which is a publicly traded bank holding company. Iberia is the primary lender for DRC's owners and has banked their various entities for over 15 years. The relationship has resulted in loans in excess of over \$25,000,000, which have always paid as required. Currently, the relationship has the capacity to borrow in excess of its existing credit due to its strong liquidity position and capital structure. The Company has the financial ability to bid on and perform contracts in excess of \$100 million.

The decision to commit to an expanded credit facility will be subject to the review and approval of contract terms, conditions and related underwriting criteria at the time of the request. We assume no liability to you if, for any reason, Iberia does not extend additional credit above what is already committed.

We look forward to working with you and DRC Emergency Services, LLC on future project opportunities.

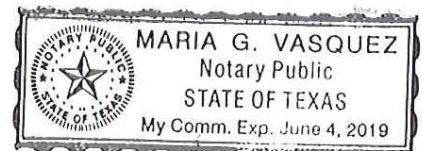
Sincerely,

Bennett Douglas  
EVP – Regional Group Manager  
IberiaBank

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing letter was acknowledged before me this 20<sup>th</sup> day of July, 2016, by Bennett Douglas.

\_\_\_\_\_  
- Maria Vasquez  
\_\_\_\_\_







AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED DRC Emergency Services, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 07/11/2017	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

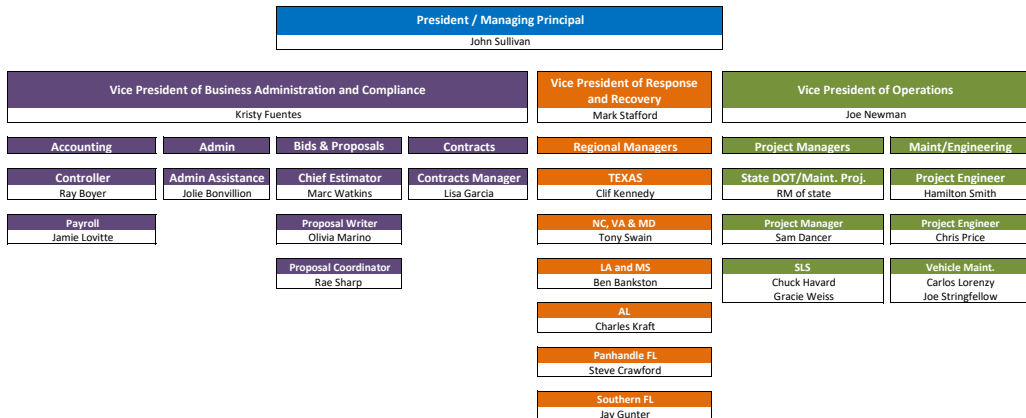
FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

Contractors Equipment Coverage  
Carrier: Phoenix Insurance Company  
Policy #QT6608076X50APHX17  
Policy Period: 05/26/2017 to 05/26/2018  
Leased/Rented/Borrowed Equipment Limits:  
\$500,000 Per Item  
\$997,000 Maximum Amount of Payment  
Blanket Loss Payee and Additional Insured as their interest may appear as required by written contract.



# DRC Emergency Services, LLC

## Organizational Chart



## TECHNICAL APPROACH

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THE PRIMARY MISSION OF DRC EMERGENCY SERVICES, LLC IS TO PROVIDE A PROFESSIONAL, HONEST AND IMMEDIATE RESPONSE TO NATURAL AND MAN-MADE DISASTERS.

One of the primary missions of any government agency is to protect lives; minimize the loss or degradation of resources; and continue, sustain, and restore operational capability after a disaster strikes in its area of responsibility. DRC Emergency Services, LLC by comprehensive planning support, along with vigorous training, can help local government reach a level of readiness that will allow the government to address these contingencies with confidence. We are committed to helping our clients understand the principals and all hazard aspects of Emergency Management. One of the basic principles of emergency management is that we can and should prepare for the hazard before it occurs and by doing so we are better postured to respond after the disaster-triggering event occurs.

### PREPARE

Preparedness involves marshaling the resources needed to respond effectively as well as how to respond when an emergency or disaster occurs. These activities help save lives and minimize damage by preparing people to respond appropriately when an emergency is imminent or actually occurs. To respond properly, a jurisdiction must have a plan for response, trained personnel to respond, and necessary resources with which to respond. DRC can provide comprehensive employee training for plan implementation. This training may include disaster simulation and evaluation, as well as helping the agency modify their Emergency Management Plan (EMP) as needed. Training can also be used to test various plans such as the Comprehensive Emergency Management Plan, Continuity of Operations Plans, Field Operations Guides, etc. DRC is committed to providing the best training possible to its clients. Clients have made significant investments in equipping their first response units, but if the client, first responders and the public they serve have not prepared by training, then the investment will not pay off when it is needed most - during an actual event.

### ALERT

When a potential storm arises, DRC personnel monitor the situation and a telephone cascade plan is initiated to alert the Regional Manager and other relevant personnel (see below). Local and area DRC offices are activated.

72 hours before impending impact, the Regional Manager makes contact with The Town of Winterville to discuss the maximum response requirements for a 24-hour, 48-hour and 72-hour response window, as well as potential TDSRS (if not pre-established in the contract). This information is reported to all vice presidents and senior project managers.

### PERSONNEL

The **Vice President** (V.P.) is positioned at DRC headquarters. The V.P. directs and supervises all operational aspects of DRC and team partners in response to a Task Order. The V.P. serves as the primary contact between DRC and the client for all contracts and other communication. Upon Task Order, the V.P. initiates all corporate plans in fulfillment of contract requirements and activates all relevant departments, team partner relationships, subcontract relationships, and reservists. The V.P. supervises and directs mobilization of national corporate resources in response to Task Order until all performance targets are met and serves as corporate "responsible party" until all obligations of the contract are fulfilled.

DRC's **Project/ Program Manager** are responsible for overall management of day to day operations for a specific project. His duties primarily exist in the oversight of field operations although he serves as administrator of his supervisors and office personnel. All field supervisors, crew supervisors, QC managers, safety managers and site managers report to the project manager throughout every day, 7 days per week. The project manager shall hold daily meetings with staff to discuss all debris mission issues at a central location that is also open to The Town of Winterville. Their duties also include the management of documentation and public relations for the specific project.

The **Operations Manager** (O.M.) is a member of DRC Senior Management assigned as principal liaison to the client for each operation. The Operations Manager will henceforth be on call and available to respond to the point of contact 24 hours a day, 7 days a week throughout the life of the Task Order. The DRC Operations Manager will have full electronic linkage to the client via cell phone, satellite phone, internet, and/or two-way radios. The O.M. will have responsibility for successful completion of a Task Order and is responsible to the client as well as the DRC V.P.

All **Field Supervisors** will be assigned sectors or zones within a specific debris area to manage. They will be responsible for supervising the daily activities of the collection crews working to remove debris. Those subcontractors/ crews within the sector or zone are to report directly to DRC's field supervisor with any and all issues. If these issues require upper management decisions, then the supervisor is to report to the project manager immediately. The field supervisor communicates with the project manager at a minimum twice per day to update the project manager of the activity in their particular zone or sector.

The field supervisor works "hand in hand" with the sector safety manager and quality control manager to ensure a safe and compliant operation in the field. He answers directly to the project manager but is instructed to take action if the safety or QC manager raises any safety concerns and has the authority to stop work. Daily and QC reporting is a primary and important function of the field supervisor; they are to fill out and submit daily reports to the project manager for all activities within that zone on a daily basis.

**Crew Supervisor** will be responsible for individual or a group of crews working within a specific debris zone. The Supervisor will oversee the actual collection and loading of all debris along with the proper segregation and identification of various waste streams such as Vegetative, C&D, White goods and HHW. Supervisors are tasked with directing the individual crews within the zones and their specific zone assignments and ensuring safe traffic control with the aid of the QC manager and Safety Manager. The crew supervisor handles all zone maps and sub-zone maps with individual crews. Subcontractors will be assigned zones and crews will subsequently be assigned sub zones; crew supervisors shall distribute these crew maps and manage their production and boundaries within these zones.

**Site Managers** shall be assigned to each and every site located within any debris mission to include TDSRS, staging sites and final disposal sites. The Site Managers will oversee and direct all unloading, reduction, traffic control, inspection tower issues, site equipment and trucks. Site Managers report directly to the project manager, but also communicate with the crew and field supervisors.

### ***MOBILIZATION***

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If the storm becomes a threat, 24-48 hours before impact, manpower and equipment are mobilized and staged in a safe location near the area of impact. Subcontractors are put on notice, and emergency communications are made available. Locations for a mobile command center are scouted and chosen based on factors such as proximity to major roads and severity of impact.

Because DRC ES has partnered with major fuel companies and compiled a list of regional emergency diesel and gasoline suppliers, temporary shortages will not affect operations. Field maintenance/fuel personnel will prepare their assigned maintenance/fuel vehicles for deployment in accordance with the appropriate inventory and safety checklists.

DRC personnel will ensure, that the command center, if utilized, contains all required equipment and supplies, that communications have had a full system check and that all required equipment/supplies are in order prior to departure. Portable power supplies will also be safety inspected and load tested prior to departure. DRC over-the-road equipment transports and operators will initially conduct equipment transportation. Additional equipment transportation will be contracted, as needed, by over-the-road equipment transporters and operators through pre-established standing agreements.

## ***COMPLIANCE MEASURES***

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DRC's Safety Officer will conduct a safety briefing and safety equipment check prior to equipment operation to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Within three days of Task Order/Notice to Proceed, DRC will furnish The Town of Winterville with a site-specific Management/Operations plan, along with a Quality Control Plan and site-specific Safety Plan.

All personnel records (management, supervisors, foremen and laborers) will be reviewed prior to deployment to ensure they have documentation of current training.

TDSRS teams will also secure all necessary clearances, permits, and licenses to operate the site(s) and will submit Site Plans to The Town of Winterville complete with Site Specific Safety and/or Accident Prevention Plans, a Traffic Control Plan to properly manage site ingress and egress, a Dust Control Plan, and/or a Fire Prevention Plan, plus a complete Subcontracting Plan listing all subcontractors. Within 48-72 hours, TDSRS location(s) will be fully operational, complete with ingress and egress points, inspection towers, water runoff protection, and containment berms and/or geotextile.

## RESPOND

Responding to natural and man-made disasters and emergency clearing of debris is the core business of DRC ES and has been for twenty-seven years. We understand that a response is expected and needed immediately after the disaster occurs to help save lives and minimize loss.

### *DEBRIS OPERATIONS PLAN*

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#### *RESPONSE TIME*

DRC Emergency Services (DRC ES) proposes the following time frames in which services can be provided without unwarranted delay or interference. DRC will mobilize the appropriate number of personnel and equipment crews as required immediately upon request. Advance deployments will be strategically staged in advance of a predicted weather event. DRC will have management personnel within the Emergency Services Center 24 - 48 hours prior to the arrival of a disaster. If the disaster could not be predicted, DRC will have management personnel within the Emergency Services Center within 24 hours after the event. DRC will commence mobilization of equipment, operators, and laborers immediately upon receipt of a Task Order Notice to Proceed that shall meet all requirements of The Town of Winterville.

- **WITHIN 24 HOURS:** DRC initiates Emergency Road Clearance (Push) operations with 15-20 crews or more as dictated by the events severity.
- **WITHIN 48 HOURS:** When the initial assessment phase is complete DRC submits the required information such as site-specific safety plan, insurance, bonds, quality control plan, subcontracting plan with specific subcontractors and goals, location of staging area, location of TDSRS, final disposal sites and all applicable licenses, permits, organizational structure etc.
- **WITHIN 72 HOURS:** 50% Mobilization - Emergency Road Clearance is complete, TDSRS construction is underway, and DRC's projected management staff, including subcontractors and consultants, will be operational.
- **WITHIN FIVE DAYS: 100% FULL MOBILIZATION** - At full mobilization, the average daily production rate for load and haul will be approximately 10-20,000 cubic yards (again depending upon the severity of the event). The hauling activity normally last approximately 60 days and an additional 30 days for reduction; site closure and project close out.

DRC Emergency Services proposes the following time frames in which services can be provided without unwarranted delay or interference:

#### *PROJECT MOBILIZATION TEAM*

DRC's Project Mobilization Team of Project Managers and administrative staff will be on site within 12 hours of Task Order notification prior to or immediately following a disaster event. The Team may be air lifted to the designated location by company and/or subcontractor aircraft. Management vehicles will provide transportation for other company personnel. The Team will then conduct an immediate disaster assessment in coordination with The Town of Winterville staff to begin the staging and deployment of equipment, crews and logistical support.

DRC staff will establish the site location(s) in the disaster area for the temporary field office/s, communication unit, lay-down yard and support systems, including potential emergency base camp. Evaluation surveys will be conducted by ground teams as well as by aerial survey using helicopters.

#### *RAPID DEPLOYMENT CREWS*

The DRC full project administrative staff will be on site within 24 hours of Task Order/Notice to Proceed, and commence debris removal operations with five or more Rapid Deployment Crews. As necessary to open key access



roads, crews of saw men and loaders with grapples will augment the Rapid Deployment Crews. The Project Mobilization team will then rapidly escalate crew strength to meet The Town of Winterville production rate targets.

**OPERATIONS MANAGER**

The Senior Management together with the Project Management Team will assign and provide a DRC Operations Manager to The Town of Winterville. The Operations Manager will henceforth be on call and available to respond to the Contracting Officer 24 hours a day, 7 days a week throughout the life of the Task Order. The DRC Operations Manager will have full electronic linkage to Town via cell phone, satellite phone, internet, and/or two-way radios.

**OPERATIONAL PLANS**

Within 3 days of Task Order, DRC will furnish the contracting officer with a Management/Operations plan specific to the Task Order, with Site Specific Safety Plan. DRC will also furnish the client with a complete Subcontracting Plan listing all subcontractors.

**MEASUREMENT**

Beginning during Mobilization, trucks and trailers used for the purpose of transporting debris will be measured by The Town of Winterville or representative thereof. DRC will provide appropriate measurement forms as specified by The Town of Winterville.

**MOBILIZATION-EMERGENCY DEBRIS ROAD CLEARANCE (PUSH)**

This operation is accomplished when time is of the essence, normally within the first 70 (plus or minus) hours after an event. Although this is a time critical operation, safety of personnel and the general public is paramount to a successful operation. Extreme caution must be exercised during this phase of the debris management operation to avoid downed live electrical wires and other such dangerous circumstances. Once this task is accomplished, or coinciding with the progress of this task, debris removal from public easements, property and rights-of-way begins.

As tasked by The Town of Winterville, DRC will provide Emergency Road Clearance which involves the emergency clearing, cutting, tossing and/or pushing of debris from the primary transportation routes to the medians or sides of the public rights-of-way (ROW). Under direction of The Town of Winterville, DRC crews will work independently or in conjunction with The Town of Winterville crews to temporarily clear debris from pre-designated critical arteries to facilitate the movement of emergency vehicles and other critical traffic in the immediate aftermath of a disaster. Only a single lane is usually cleared at first with the additional lanes being cleared according to the needs and requirements of the affected community. In addition, entrances and routes to hospitals and emergency service facilities, such as fire and police departments, are given priority during this emergency debris and fallen tree clearance period. The equipment utilized in this operation can include, but is not limited to: large rubber tired loaders with grapples or rakes; small bobcat type loaders to access narrow areas; and other specialized clearing equipment as may be required by local conditions. Additionally, service trucks for maintenance and/or fuel and vehicles for personnel transportation and

<b>DRC Emergency Services, LLC</b>	
Contract # _____	
Location _____	
<b>Cubic Yard Load Ticket</b>	
No. <b>132191</b>	
Agency Initials	Zone/Area
	Mileage
Date: _____	
Time: _____	
Crew No.: _____	Pick-Up Location: _____
Cubic Yard Total: _____	
Truck No.: _____	Truck Capacity: _____
<b>Materials:</b>	
<input type="checkbox"/> Vegetative	Miles
<input type="checkbox"/> C + D	<input type="checkbox"/> 0 - 15
<input type="checkbox"/> White Goods	<input type="checkbox"/> 16 - 30
<input type="checkbox"/> OTHER	<input type="checkbox"/> 31 - 50
Comments: _____	
_____	
<b>Signatures:</b>	
Agency: _____	
DRC ES, LLC: _____	

supervision are required. Personnel, such as heavy equipment operators, truck drivers, and operators with chainsaws, general laborers with tools, flagmen, mechanics, supervisors, and project managers are usually required.

#### ***OPERATIONS***

- Clear debris from roads in the order of and number of lanes as tasked by The Town of Winterville.
- Clear debris from parking lots, areas of ingress and egress and any other area of hospitals, shelters, emergency operations center, etc. as tasked by The Town of Winterville.
- Operators and hand crews will be instructed to perform in a workman like manner to prevent damage to salvageable and/or undamaged property and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.
- Attempt to make roadways and intersections as safe as possible from sight and traffic obstructions to ensure compliance with the Accident Prevention Plan and Site-Specific Safety Plan.
- All supervisors will maintain personnel and equipment hours on a per day basis.

#### ***DEBRIS REMOVAL FROM PUBLIC RIGHTS OF WAY***

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Within 24 hours of Task Order, DRC will commence debris removal operations with multiple Debris Removal Crews. Debris Removal Crews will typically consist of three to five hauling vehicles of 100 to 150 cubic yard capacity with operators, one front end loader with operator, one foreman, and three laborers/flagmen. In instances where conditions allow, self-loading equipment of similar capacity will be utilized in order to maximize efficiency. As necessary or directed by The Town of Winterville, crews will be augmented by equipment and personnel in order to gain hauling efficiency.

#### ***MULTIPLE SCHEDULED PASSES***

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In order to allow citizens and municipal agencies to return to their properties and bring debris to the right-of-way as recovery progresses, DRC ES recommends multiple, scheduled passes of each site, location, or area impacted by the disaster. Typically, three or four passes over a multiple month period are performed to ensure a quality and complete performance of the work required. DRC and the Town of Winterville will reach an agreement as to the number and schedule of passes will be reached as per FEMA concurrence and according to the volume of debris.

Each location where debris collection is done shall be under the direction of a qualified supervisor. Electrical equipment or conductors in the vicinity shall be considered energized. Prior to collection operations, the employee shall consider:

- Trees and the surrounding area for anything that may cause trouble when the trees are loaded.
- Shape of the tree, the lean of the tree, and decayed or weak spots
- Wind force
- Location of people
- Electrical hazards
- Traffic control devices/personnel

The work area shall be cleared to ensure safe working conditions. Brush and logs shall not be allowed to create a hazard at the work site. Logs and brush shall be securely loaded onto trucks in such a manner as not to obscure tail or brake lights and vision, or to overhang the side.

#### ***PUBLIC NOTICES***

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DRC will provide weekly public notices of the debris removal schedule. These notices will be advertised in local major newspapers and will be of sufficient size to be easily seen by readers. They will also be advertised on at least two local major radio stations which have markets in the Town of Winterville. These announcements will be aired a minimum of four (4) times daily during the period with peak listeners for a minimum of thirty (30) seconds each and be run a minimum of three (3) days per week. DRC understands that all public notices must be approved by the Town of

Winterville prior to release. The notices will contain a description of the work, how debris should be placed on the right of way, what eligible debris is, and the schedule for removal.

### ***LOADING AND HAULING OPERATIONS***

All field supervisors shall ensure that all debris disposal-hauling operators are licensed and/or certified to operate required equipment. All debris disposal operators will be given area maps designating assignment/authorized areas of operations as well as transport routes designated and/or approved by the Government. All debris disposal haul operators shall visibly display colored placards provided by DRC and, if applicable, the Government. Any signs provided by the government will be displayed on both sides of the forward most section of the vehicle bed, unless otherwise directed by the government task order. Colored paper signs/passes will be displayed in the driver's side windshield of each vehicle. The color of the sign/pass is subject to change, without notice, to ensure quality control measures and regarding authority to exit work sites and enter disposal site(s).

All debris disposal haul operators shall maintain the numbered debris hauling/transportation documentation/verification form. Each form contains directions, which should be followed. All supervisors will be responsible to ensure that all employees utilizing and/or inputting information on the form are procedurally trained. It will be each supervisor's responsibility to maintain a supply of the required number of forms. All debris disposal operators will maintain daily ticket/haul records to be turned into field supervisors, with copies of load tickets at close of business each day.



All debris will be picked up and loaded into haul trucks in a safe and workman-like manner to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. *Safety will not be compromised.* All crew foreman and field supervisors will be responsible to ensure a rapid and cost effective as possible operation. Hand crews, to ensure maximum loading and safe transport of material, will size all vegetative debris. All construction and demolition materials will be sized using heavy equipment to ensure maximum loading and safe transport of materials within EPA and DOT standards. Obvious hazardous materials will be dealt with in accordance with the Government task order and the Corporate Environmental Protection Plan and in compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at each approach point of the work area to maintain traffic control and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Additional traffic control personnel will be stationed throughout the area, as needed, to ensure safe operations.

This operation specifically entails the recovery and removal (pick-up and hauling) of all eligible debris from public easements, property and rights-of-way to designated TDSRS and/or directly to a final disposal site. Eligible debris is typically that debris which was either generated directly by the event or as a result of the event, and is in the public Right of Way and not on private property:

1. Vegetative debris (stumps, logs and limbs)
2. Construction and demolition (C&D) debris
3. Metallic debris

4. White goods (refrigerators, air conditioners, washers and dryers, etc.)
5. Electronics
6. Household Garbage
7. Hazardous and toxic wastes (HTW) (industrial, commercial and household)
8. Asbestos Containing Material (ACM)

The equipment and personnel utilized for each operational phase will vary by the type, quantity and location and proposed disposal and/or reduction method of the debris. In all operations, regardless of type of debris, appropriate personal protective equipment for personnel is critical and will be employed.

DRC will cover loads with tarpaulins to contain debris.

Debris not defined as eligible by FEMA Publication 325 or State or Federal Disaster Specific Guidance or policies will not be loaded, hauled, or dumped under the contract unless written instructions are given to the DRC by the Town Debris Manager or his authorized representative.

#### ***PRIVATE PROPERTY DEBRIS REMOVAL***

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FEMA may extend public assistance to private property debris removal when it poses a threat to the public. When requested, DRC will initiate and manage a Right of Entry (ROE) program to remove debris on private property and/or demolish private structures that present a public safety hazard. Access must be granted by the property owner prior to entering their property, unless there is an immediate threat to the lives, health and safety of the Town's citizens.

DRC will not enter onto private property during the performance of this the contract unless specifically authorized by the Town Debris Manager or his authorized representative in writing.

#### ***CANAL/WATERWAY DEBRIS REMOVAL***

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Waterway debris removal consists of removing all wet debris from the water surface down to the sediment bottom from within the waters and lands of the Town, transferring the debris to land based trucks and hauling temporary debris storage sites. DRC ES will mobilize small barges, marsh buggies, airboats and additional small watercraft from existing marinas and public/private access points. Due to the shallow water depths and tidal movement, we propose to use smaller watercrafts that are configured to work in these draft environments. Marine debris shall be removed, handled, transported, and disposed of in accordance with OSHA, and all applicable federal, state and local laws, codes, regulation and procedures.

#### ***DEMOLITION***

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DRC Emergency Services, LLC employs many experienced supervisors, project managers, operators, and other technicians, many of whom have many years of experience in the demolition field. Demolition projects will be staffed with a Superintendent to oversee daily operations and a Project Manager responsible for subcontractor relations, schedule maintenance, and coordination with the Town of Wintersville.

All demolition operations will be conducted in a safe, environmentally responsible manner, in accordance with the requirements of the local government. Operations will proceed with the disconnection of utilities to all structures. The structures will then be demolished to the slab on grade level. Structures will be removed completely prior to the removal of any street or curb improvements, so that a clean and durable means of ingress and egress can be maintained during demolition operations. Slabs on grade will be excavated and removed. Once a structure has been completely removed, the area will be stabilized using the best management practices (DMP).

Existing structures will be demolished using conventional construction equipment such as excavators, track loaders and bull dozers. Concrete slabs will be excavated using track type excavators and hammers (if necessary) and will then be crushed on site using portable concrete crushing technology. Debris and recycled materials will be removed from



the site using dump trucks.

### ***REMOVAL OF HAZARDOUS STUMPS***

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Throughout its history, DRC has been activated on hundreds of contracts which require the removal of hazardous stumps. Typically the stump removal is included in the final pass of the ROW phase of the project. Stumps that are smaller than the minimum required to be billed under the stump line item will be hauled at the vegetative debris rate. For the stumps that qualify for billing under one of the stump line, the hazardous stump removal process begins by the monitoring firm or Town representative measuring the stump and issuing a ticket with the stump measurement. DRC will then remove the stump and haul it utilizing the same equipment used to haul the vegetative debris. If the stump is too large to be hauled in this manner, a dedicated stump removal crew with a larger piece of loading equipment (typically a rubber tired front end loader) and a flatbed trailer will be used to load and haul these large hazardous stumps. All proper work zone safety and traffic control will be used during this process. After extracting the hazardous stumps, DRC crews will backfill the holes with the proper soil type.

A stump may be determined to be hazardous and eligible for Public Assistance grant funding as a per-unit cost for stump removal if it meets all of the following criteria:

- It has 50 percent or more of the root-ball exposed (less than 50 percent of the root-ball exposed should be flush cut);
- It is greater than 24 inches in diameter, as measured 24 inches above the ground;
- It is on improved public property or a public right-of-way; and
- It poses an immediate threat to life, and public health and safety.

### ***EXPERTISE IN THE REMOVAL OF DEAD ANIMALS AND PUTRESCENT DISPOSAL***

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Improper disposal of animal carcasses can contaminate drinking water sources or spread disease. It is DRC Emergency Services, LLC's policy to handle and dispose of animal remains with care and in accordance with all state and local regulations.

If possible, all identified carcasses should be disposed of within 48 hours of death. There are several approved methods for the disposal of animal carcasses:

- **Incineration** at a secure and pre-approved site.
- **Deposition** in a contained landfill approved for remains disposal.
- **Composting**, with approval, is a sanitary and practical method of carcass disposal.

Breakdown of the carcass occurs by bacterial degradation and yields an odorless, humus-like substance that can be applied to fields using common manure-spreading equipment. Fertilizer values typical of composted carcass material contain 25 lb. of nitrogen/ton, 13 lb. of phosphorous/ton, and 7 lb. of potassium/ton. The use of composting as a method for the disposal of carcasses often requires a permit from the state's Department of Agriculture. Properly designed composting systems have a positive environmental impact, reduce the amount of solid waste that may potentially be dumped into landfills, yield no air or water pollution, and require no chemical additives. The ingredients required for composting are simply moisture, air, bacteria, and a carbon source (straw, inedible feed, bedding material, and other materials).

Animal carcasses will be transported in a covered vehicle; the bed or tank will be constructed so that no drippings or seepage from the carcass can escape from the vehicle. Any animals found that are suspected to have died of a highly contagious, infectious, or communicable disease will be transported by certified professionals and in accordance with all state and local laws and regulations.



## ***CLEAN FILL DIRT***

DRC will place compacted fill dirt in ruts created by equipment, holes created by stump ends, and other areas that pose a hazard to public access upon direction of the Town. This clean fill dirt will be compacted and directed by the Town.

## ***HAZARDOUS TREE AND LIMB REMOVAL***

DRC Emergency Services has extensive experience in the removal of downed trees, felling damaged trees and clearing of vegetative debris. In all aspects of this work DRC ensures its employees work in a safe and efficient manner, utilizing the most appropriate equipment and best work practices.

An eligibility determination shall be made by the jurisdiction or its representative using the following criteria:

\* A tree is considered "hazardous" if its condition was caused by the disaster; if it is an immediate threat to lives, public health and safety, or improved property; and if it is six inches in diameter or greater, when measured two feet from the ground; and one or more of the following criteria are met:

- It has more than 50 percent of the crown damaged or destroyed.
- It has a split trunk or broken branches that expose the heartwood.
- It has fallen or been uprooted within a public use area.
- It is leaning at an angle greater than 30 degrees.

Trees determined by the jurisdiction to be hazardous and that have less than 50 percent of the root-ball exposed should be cut flush at the ground level. The cut portion of the tree will be included with regular vegetative debris. The eligible scope-of-work for a hazardous tree may include removing the leaning portion and cutting the stump to ground level.

Right of way (ROW) removal of dangerous hanging limbs (hangers)

Criteria for the removal of hangers will be determined by the jurisdiction using the following criteria:

Limbs must be:

- Greater than 2" in diameter
- Still hanging in a tree and threatening a public-use area (trails, sidewalks, golf cart paths)
- Located on improved public property

All hazardous limbs in a tree should be cut at the same time, not in passes for particular sizes. DRC specialized equipment, such as Giraffes or circular telescoping trimming apparatus that is capable of making hundreds of cuts in a ten hour day.

Downed trees will be removed utilizing a combination of ground crews and equipment, the exact mix of which will depend on the disposition of the debris material. For example, trees on roadways will first be moved to the right-of-way (ROW) with heavy equipment (e.g. front end loader, excavator, skid-steer loader) before being cut by a ground crew into portions which can be placed in self-loading knuckle-boom trucks.

Eligible trees off the ROW will be pulled towards the roadway with heavy equipment before being reduced to an appropriate size and placed in self-loading trucks.

Standing or leaning damaged trees will be felled to the ground before reduction and loading, as described above. The felling of trees will be by certified fallers with chainsaws or with tree felling equipment (e.g. Hydro-Ax) and on some occasion Feller-bunchers, depending on location, access and size.

Vegetative debris on the ground will be handled as described for downed trees, with equipment used to pile the debris on the ROW where it can be accessed by self-loading trucks for removal and disposal.

DRC places safety above all else in all its work and all employees on site will be trained for their specific tasks. Appropriate personal protective and safety equipment (PPSE) will be worn at all times (e.g. head, hearing and hand protection) on the job site. Chainsaw operators shall be required to wear approved leg (chaps) and foot protection in addition to the mandatory PPSE.

Only designated, qualified personnel shall operate machinery and mechanized equipment. Machinery or equipment shall not be operated in a manner that will endanger persons or property, nor shall the safe operating speeds or loads be exceeded.

All machinery and equipment shall be inspected daily to ensure safe operating conditions: Certified personnel will conduct the daily inspections and tests. Tests shall be made at the beginning of each shift during which the equipment is found to be unsafe, or whenever a deficiency which affects the safe operation of equipment is observed, the equipment shall be immediately taken out of service and its use prohibited until unsafe conditions have been corrected. Records of tests and inspections shall be maintained at the site by the contractor, and shall be made available upon request of the designated authority, and shall become part of the project file.

DRC Emergency Services, LLC and its subcontractors, own substantial trucks and specialized pieces of heavy equipment, attachments and support equipment specifically designed for emergency response. DRC and/or their subcontractors have national priority contracts with multiple national equipment leasing companies and subcontractors and/or independent contractors through which hundreds of trucks and/or pieces of heavy loading equipment are available to supplement DRC's and/or the subcontractor's fleets.

#### ***LAND BASED VEHICLE AND VESSEL REMOVAL***

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DRC has extensive experience in the recovery of post disaster vehicles and vessels initially in Guam and most recently following hurricane Karina in Louisiana. The Louisiana project involved the recovery of vehicle and vessels throughout the state of Louisiana and a specific projection for identification, return, and ultimate recycling.

Vehicle and vessel recovery programs typically involve multiple aggregation sites where the collected vehicles and vessels are systematically placed. The process varies from state to state, however, a notification process following legal guidelines is always a prominent part of the program. Additionally, fluids, tires, and Freon containing parts must be dealt with using an ecological method. Ultimately the goal of the program is the release of the vehicle and vessel to its proper owner and insurance companies with the balance of the units being recycled. In Louisiana, the proceeds from the scrap metal recycled reverted back to the state.

DRC and its subcontractors will have all recovery equipment and tow vehicles prepared to mobilize upon the first notification to recover vessels. Identified vessels will be removed within 72 hours of notification. Prior to moving all fluids will be drained into local, state and federally approved containers. Batteries will be disconnected.

#### ***SAND, SOIL, AND MUD REMOVAL AND SCREENING***

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As evidenced above, DRC is committed to restoring environmentally sensitive areas. The removal of debris and waste materials, the restoration of damaged and compromised natural and man-made habitats, and, in some cases, the reconstruction of damaged coastal, marine, and wetland environments are the core missions in a DRC disaster response. Furthermore, DRC is committed to ensuring that our work, including the byproducts of our work, has zero or minimal environmental impact.

This work is handled differently than other aspects of debris removal in that the bulk of the material must be recovered, reclaimed and returned to its original location in its original condition.

Once the material to be removed is identified, large rubber tired front end loaders will be brought in to scrape and pile the soil for loading onto dump trucks or trailers. Once the material has been loaded, it will be transported to either a final disposal site (if deemed to be too contaminated for reclamation) or to a temporary staging facility for screening and repurposing.

Prior to commencing screening operations specialized rakes and/or shaker screens may be used to screen the larger foreign debris objects and set them aside for direct hauling to the final disposal site. After the sand has been sifted/screened, the clean material will be returned to a previously designated location for reuse. For documentation

purposes, both the quantity of sand, soil or mud hauled to the centralized site, and the screened debris must be accounted for.

### ***MAJOR DEBRIS TYPES AND SPECIALIZED REQUIREMENTS***

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All debris will be processed and segregated into the following five main categories:

#### ***VEGETATIVE DEBRIS***

Vegetative debris operations equipment may include, but is not limited to: rubber tired loaders with buckets, rakes or grapples; rubber tired excavators with grapples or thumbs; tele-handlers; track type loaders with rakes, grapples (to be utilized only under certain permitted conditions); trailer or truck mounted knuckle booms with grapples or clam shells; self-loading trucks (knuckle boom with grapples or clam shells); farm type tractors with box blades, flat blades or brooms; bobcat type loaders; bucket trucks with 50' booms for hazardous tree and limb trimming (including Hanger and Leaners located on improved public property, overhanging and threatening a public use area or a possible threat to traffic); 30 ton or larger cranes to remove heavy stumps and or trunks; haul trucks ranging in size from 16 to 120 cubic yard capacity; roll-off dumpsters; flat-bed tractor trailers to transport equipment or stumps and oversized tree trunks, fuel and service trucks.

Vegetative debris operations personnel requirements may include, but are not limited to, equipment operators; superintendents with trucks; foremen with trucks; operators with chainsaws; traffic control personnel; general laborers with tools; safety personnel; mechanics; hazardous materials technicians; documentation personnel; quality assurance personnel and project managers.

#### ***CONSTRUCTION AND DEMOLITION (C & D) DEBRIS***

C&D debris operations may use the same equipment as for vegetative debris. Curbside separation by the contractor and public is important to ensure proper segregation of vegetative and C&D debris and to segregate any hazardous and/or household hazardous waste. A debris pick-up and haul operation that is primarily focused on C&D debris may also require equipment such as: D-6 or larger dozers; track-type excavators with impact hammers, electromagnets and/or concrete shears and/or grapples and other specialized equipment to segregate or prepare the debris for transport. The personnel requirements for C&D debris operations are similar, if not identical, to those of vegetative debris operations. DRC and its subcontractors own or have access to the equipment required for these services, including front-end loaders, excavators, rubber-tired backhoes, most with grapples, knuckle boom loaders, dump trucks, dump trailers and service trucks.

#### ***METALLIC DEBRIS AND WHITE GOODS***

White goods can present a difficult dilemma to the recovery efforts. If white goods contain Freon, the Freon must be removed before it is accidentally released into the air in violation of the U.S. Environmental Protection Agency regulations. Typically, white goods are moved to TDSRS prior to Freon removal so the removal activities can be more effectively monitored and thoroughly controlled. Freon is then removed by a licensed Freon recycler and the white goods are crushed or shredded in the recycling program.

White goods recovery (pick-up and haul), with the exception of white goods requiring Freon recovery, is treated and accomplished as though it were either C&D debris or recyclable debris, dependent upon the final disposal source. Each Freon containing piece of white goods should be hand or mechanically loaded in such a way as to not allow crushing of the Freon lines or premature release of the Freon. Equipment and personnel would also be treated as a C&D debris or recyclable debris operation, dependent upon the final disposal source. DRC has extensive experience with white goods and Freon recovery. DRC recovered, shred and removed an estimated 80,000 pieces of white goods in one major storm alone.

Removal of Freon, chemicals, food, and/or fluids from white goods will be accomplished only by properly licensed and credentialed personnel.

### ***HOUSEHOLD HAZARDOUS WASTE AND HAZARDOUS TOXIC WASTE***

Hazardous and toxic waste (HTW and HHW) is a special operational aspect that must be accomplished with very precise, pre-established standards and regulations. Safety to the workers, government employees and the citizens of the area is paramount. With this in mind, DRC works with its specialized subcontractors to establish and implement proper handling procedures for HTW and HHW, including household hazardous waste, which, after a disaster, may become concentrated and no longer considered de minimis. These procedures include the segregation and removal of HTW and HHW from the debris stream at the curbside, prior to the recovery of other debris and sorting and additional recovery of HTW and HHW within each TDSRS. Recovered HTW and HHW is removed to a proper disposal site or temporarily stored in the HTW and HHW disposal areas constructed within each TDSRS as required. DRC will set up a lined containment area and separate any Household Hazardous Waste inadvertently delivered to a debris management site and will be responsible for the removal and disposal of this hazardous material. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will also be set aside for collection and disposal.

HTW must be collected, handled and disposed of by specially trained HAZMAT technicians. In addition, DRC may utilize national or regional firms who are fully licensed and accredited to manage, handle and dispose of HTW. These firms may be utilized by DRC and/or DRC Environmental, Inc. for professional and immediate HTW recovery support on an emergency basis.

### ***ASBESTOS CONTAINING MATERIALS***

Known or suspect asbestos containing material will be segregated from other debris and handled only by licensed and certified asbestos contractor/supervisors, of which DRC has several on staff. ACMs will be encapsulated for hauling, in accordance with OSHA and EPA regulations, and brought directly to an asbestos accepting disposal facility.

All special wastes will be handled according to the removal and disposal specifications of The Town of Winterville, and will conform to all local, state, and federal environmental, legal, and transportation regulations and will be performed only by licensed, certified, and otherwise properly credentialed personnel and/or subcontractors.

### ***TEMPORARY DEBRIS STORAGE AND REDUCTION SITE OPERATIONS***



#### ***STAGING***

Within 24 hours of Task Order, personnel and equipment will be deployed to establish a TDSRS at locations identified in conjunction with The Town of Winterville. The operation may include, but is not limited to the building of roads, erecting of fences, construction of containment areas, and placement of inspection towers. At minimum, the TDSRS equipment and crew may consist of: Air Curtain Incinerator, one trackhoe, two dozers, two towers, five 16-20 cubic yard dump trucks, one rubber tired loader, one water truck, one motor grader, tub grinder, one site manager, one-night manager, eight equipment operators, two supervisors, five laborers, light plants, and possibly a HTW containment systems.

DRC shall provide all specified equipment, operators, and laborers for TDSRS management, debris reduction operations, and provision of an Automated Debris Management System.



TDSRS teams will also secure all necessary clearances, permits, and licenses to operate the site(s) and will submit Site Plans to The Town of Winterville complete with Site Specific Safety and/or Accident Prevention Plans, a Traffic Control Plan to properly manage site ingress and egress, a Dust Control Plan, and/or a Fire Prevention Plan. Within 48-72 hours, TDSRS location(s) will be fully operational complete with ingress and egress points, inspection towers, water runoff protection, and containment berms and/or geotextile

The inspection of every load, in and out, is critical to the documentation of the overall process. The TDSRS inspection towers provide a location for load verification and documentation programs of all incoming and outgoing debris. Once documented, all debris is processed in accordance with applicable local, state and federal rules, standards, and regulations.

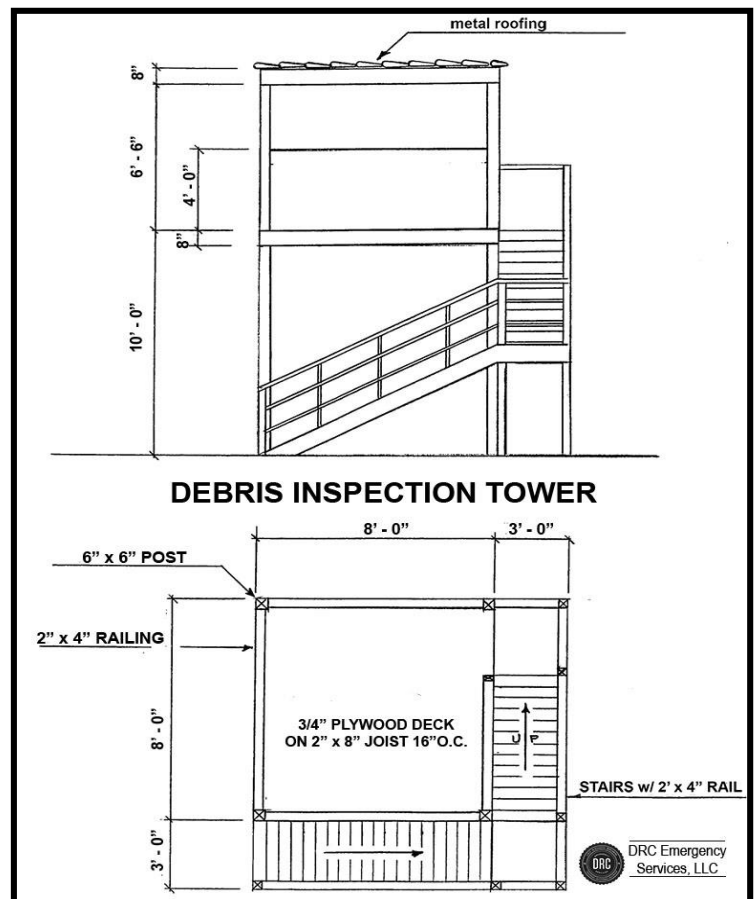
**MAINTENANCE/FUEL VEHICLES AND PERSONNEL**

Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations. Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance.

**SITE SAFETY PLAN**

The following information will be utilized to create a location specific site management plan and site safety plan.

- **Site Access** - Separate points of ingress and egress should be established if possible. Temporary acceleration and deceleration lanes should be established adjacent to the primary road leading to and from site access points, approved by The Town of Winterville. All temporary roads leading to and through the debris-staging site should be constructed and maintained for all weather use.
- **Inspection Towers** - Inspection towers shall be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. No less than two inspections towers should be utilized at each debris-staging site. One tower at point of ingress for use by company inspector and Government inspector, one tower at the point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site, one tower may be utilized if ingress and egress point is the same. The egress tower shall be manned by at least a representative of DRC.
- **Traffic Controls** - Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular and pedestrian traffic control. Additional traffic control personnel will be stationed throughout the site, as needed, to enforce proper dumping and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.





- **Clearing and Grading** - Clearing and grading of debris staging sites will be accomplished, to the level required, in accordance with the site management plan and task order from The Town of Winterville.
- **Environmental Protection** - DRC's "Environmental Protection Plan" will be followed to ensure compliance with required standards (Clean Water Act, Storm Water Act, Resource Conservation and Recovery Act, Superfund Amendments, Reauthorization Act and others). The plan outlines procedures concerning erosion control, hazardous and toxic wastes and dust and smoke control and is available for review upon request.

### ***DEBRIS STORAGE AREA***

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Debris will be segregated into 5 main areas of concern as follows unless otherwise instructed by the Government:

#### ***VEGETATIVE DEBRIS***

Vegetative debris will be cleaned of C&D debris to the extent possible to facilitate compliance with requirements for reduction of vegetative debris.

#### ***CONSTRUCTION AND DEMOLITION (C&D) DEBRIS***

C&D debris will be dampened prior to dumping and periodically as needed, to comply with Local, State and Federal EPA standards.

#### ***RECYCLABLE/SALVAGE***

Recyclable/salvageable materials will be stock piled in accordance with Government task order.

#### ***WHITE GOODS***

White goods will be stock piled in accordance with Government task order.

#### ***HAZARDOUS AND/OR TOXIC WASTES (HTW)***

HTW will be segregated and stored in a Government approved containment area. All site personnel will receive a safety briefing regarding operations involving HTW to prevent personal injury and ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. HTW containment site perimeter will be posted and secured for personnel safety.

### ***DEBRIS REDUCTION METHODS***

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#### ***GRINDING AND/OR CHIPPING OPERATIONS***

Grinding/Chipping is DRC's preferred debris reduction method, as it encourages resource conservation through the salvage of wood chips for renewable energy. All vegetative debris will be reduced through grinding and/or chipping, rather than by burning operations.

Although this operation is preferred for environmental purposes, however, it is the most time consuming and costly reduction method due to material handling, hauling and disposal costs after grinding and/or chipping operations have been accomplished. Grinding and/or chipping operations of C&D materials are prohibited by and within numerous jurisdictions. Grinding and/or chipping operations will be accomplished on the type of debris (vegetative and/or C&D) as directed by government task order. Grinding and/or chipping of vegetative debris will be accomplished on the piles of vegetative debris as set out below.

Vegetative debris will be placed into two separate piles. The first pile will be the dumping point until a sufficient quantity has been accumulated to commence a continuous reduction operation. The second pile will be started and accumulated until the reduction of the first pile has been completed at which time dumping of vegetative debris on the second pile will cease and the first pile will be replenished. This rotation will continue until reduction is complete.

### ***OPEN AIR BURNING***

Open air burning of disaster related debris is prohibited within numerous jurisdictions. Open air burning will be accomplished on vegetative debris and/or clean woody debris only when directed by government task order. Under no circumstance will open air burning be conducted on C&D debris that is known, considered or suspected, by owner or DRC, to contain environmental/health hazardous materials (i.e. asbestos, arsenic, etc.). All appropriate fire protection measures will be established and maintained in accordance with the site management plan, site safety plan and the government task order. All personnel involved in open air burning operations will receive safety training pertaining to this to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Open air burning will be conducted above ground level. No open-air burning will be conducted within 1000 feet of a structure or within 100 feet of the debris pile. An area of not less than 100 feet surrounding each burn site will be cleared of all combustible materials and marked to delineate the area as restricted.

### ***AIR CURTAIN BURNING***

This method of burning will be used for reduction on vegetative debris and clean woody debris only, unless otherwise directed by government task order. Under no circumstance will air curtain burning be conducted on C&D debris that is known, considered or suspected, by owner or DRC, to contain environmental/health hazardous materials. All appropriate fire protection measures will be established and maintained in accordance with the site management plan, site safety plan and the government task order. All personnel involved in air curtain burning operations will receive safety training pertaining to this to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Air curtain burning will be conducted below ground level in a below ground pit, and above ground when geographically necessary. If above ground burning is required it will be conducted in an approved container suitable for the operation. If a below ground pit is used it shall be at least 8 feet, and no more than 20 feet, in depth and will be no wider than 1.1 times the width of the air curtain nozzle and no longer than 10-12 feet (15 feet maximum). No air curtain burning will be conducted within 1000 feet of a structure or within 100 feet of the debris pile. An area of not less than 100 feet surrounding each burn site will be cleared of all combustible materials and marked to delineate the area as restricted. All burning will be accomplished as set out in the US Army Corps of Engineers "DISASTER GUIDEBOOK."

### ***ASH DISPOSAL AREA***

At the end of each burning cycle, the ash residue from the burning operations shall be removed from the burning area and placed in a pre-identified Ash Disposal Area. The burning operations personnel will use this area to temporarily store the ash material prior to final disposal. Ash residue will be tested in accordance with the soil testing procedures in DRC's Environmental Protection Plan (EPP) to determine if there is a need to install a ground-water protection barrier in the Ash Disposal Area. Should a liner be required, an impervious layer of clay and/or limestone should be utilized to protect the aquifer (ground water) from potential contamination. Control of dust produced as a result of handling and/or storage of ash residue will be accomplished in accordance with the appropriate requirements of the EPP. Once the ash residue has reached a quantity requiring disposal, samples of the ash will be taken and examined in accordance with the EPP to establish the requirements for disposal (Class I Subtitle D Landfill vs. Class III Landfill vs. agricultural recycling techniques).

### ***FINAL DEBRIS DISPOSAL***

DRCES normally conducts the final disposal of all debris, reduced debris, ash residue and other products of the debris management process in accordance with the applicable Federal, State and local laws, standards and regulations. The identification and acquiring of the final disposal locations will be at the direction of the contracting officials, with DRCES assistance if requested. Final disposal locations can vary from Class I to Class III landfills, to the above-mentioned after-market locations (metal recyclers, municipal recycling facilities, mulching operations, mulch incineration programs, co-generation plants etc.) DRCES and the government's inspectors assigned to the final disposal site will maintain disposal records and documentation during the entire disposal process.

## ***RECYCLING STRATEGIES***

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### ***VEGETATIVE DEBRIS***

Vegetative debris such as trees, stumps, brush, and leaf and yard waste make up the largest portion of the debris produced during tornadoes, hurricanes, and other natural disasters. Vegetative debris can be collected, stockpiled, and processed to the specifications of a mulch or boiler fuel product. Although some local governments have purchased wood processing equipment, others find it more cost effective to contract out the services.

### ***AGGREGATES***

Large amounts of aggregate debris such as asphalt pavement and concrete may result from the destruction of roadways during disasters. These materials can be collected, stockpiled, and processed to the specifications for road base aggregate or solid fill material.

### ***CONSTRUCTION AND DEMOLITION DEBRIS***

Another large component of disaster debris is the construction and demolition (C&D) material that results from the destruction of homes, commercial and non-commercial buildings, and other structures. The materials produced from these sources may include wood, aggregates, metals, gypsum, plastics, and other miscellaneous components. These materials can be managed by using existing recycling facilities, and supplemented by establishing temporary C&D processing sites in areas where adequate recycling infrastructure does not exist.

### ***WHITE GOODS AND E-WASTE***

Electronic waste is devices or components thereof that contain one or more circuit boards and are used primarily for data transfer or storage, communication, or entertainment purposes. Televisions, computer monitors, DVD players, video cameras, fax and copy machines, video game consoles, radios, cell phones, etc. Electronics contain a hodgepodge of metals and materials that can be dangerous, given the large numbers that are likely to be thrown out in a hurricane's aftermath. Older electronics can contain lead, chromium, cadmium, mercury, nickel and zinc, all toxic to humans. However, a number of materials like metals and plastics in electronics can be recycled, reducing pollution while saving energy and resources. Freon and metals recovered from white goods are thoroughly recyclable and marketable. Revenue generated from the recycle of such wastes is typically returned to government entity following cost. Other innovative recycling strategies DRC will explore depending on the setting and scope of an event:

### ***COMPOSTING TO PRODUCE VALUABLE FINES AND TO DE-CONTAMINATED MATERIALS***

Wood chips, contaminated sediments, and other organic debris may be blended into windrows for thermal composting, such as is used to recycle green waste in many cities, and to decontaminate hydrocarbon-affected soils in remedial actions. Windrow turners mix and oxygenate the organic materials. Other, more-compact composting methods are also available using containerized systems. The end result is humus, which may be used for wetlands restoration, soil building, and mulch.

### ***SEGREGATION OF BRICKS AND AGGREGATE FOR LOW-GRADE STRUCTURAL USES***

Solid materials such as brick, fractured brick, cinder block, and aggregate may be segregated from the waste stream and used for structural applications such as erosion control, diversion features, landscape elements, and light-duty pavements.

### ***RECYCLING OF GLASS AND CERAMICS INTO DURABLE FINES***

Bottles, windows, and wall elements may be ground into sand-like fines for structural applications as described above, and for wetlands restoration and beach renewal.

### ***RECOVERY OF COPPER AND OTHER METALS***

Copper wire and other metals may be separated and profitably recycled into new wires, signs, and light-duty structures, as was done by Florida Power and Light after Hurricane Andrew.

### *PRODUCTION OF BIOFUELS FOR DISTRIBUTED USE*

The organic fraction of the debris stream may be pulverized and fashioned into high-BTU pellets, or anaerobically digested into natural gas. The production and sale of refuse-derived energy is economically rewarded because renewable energy credits may be sold along with the energy produced. While this may involve an out-of-state company with significant experience in this area, the Subcommittee is mindful that a local project developer should remain involved.

### *TEMPORARY DEBRIS STORAGE AND REDUCTION SITE CLOSEOUT*

Restoration is conducted during the closing of each TDSRS. The scope of remediation is determined during operation and closure, by terms of the land lease (if any), or government directive or task order. Remediation consists of final removal of all debris (including residual debris), removal and remediation of HTW, abatement of any safety and/or environmental concerns (to include environmental testing and/or monitoring, if required), the removal of temporary structures (including any inspection towers), grading and leveling, removal of roads and fencing, if appropriate, and potentially grassing or seeding of the site, if required, to documented pre-use condition.

### *DOCUMENTATION AND INSPECTION*

A narrative description shall be prepared for each site. Sketches and/or drawings (basic) shall be produced to illustrate the current condition of the site and its contents, as well as content location. Still photographs or video will be taken of each site, both ground level and aerial, to additionally illustrate the pre-use condition of the site and its contents. Environmental Sampling to include:

- Random soil samples, surface and sub-surface, may be taken and sealed in containers for comparison with post-use samples taken at the time of site closure when possible contamination is evident.
- Prior to sealing these samples, a small portion of each sample will be field tested to determine the presence of contaminants prior to use of the site.
- On-site and off-site samples will be taken of any water source.
- Water source samples will be stored and tested using the criteria stated above.
- Samples of both water and soil will be taken in accordance with the above standards after operations have ended (post use samples).
- Post use samples and pre-use samples will be tested in the Corporate Laboratory and/or another Certified Laboratory to determine the presence of contaminants.

Should contaminants be identified in the pre-use field test, a determination of whether or not a particular site or area of a site should be utilized will need to be made by DRC Senior Management and the client representative. Should contaminants be identified in post use test results that were not present in pre-use test results, remediation of the site or area of the site will be accomplished in accordance with Federal, State and local regulations as well as current industry standards.

Storm debris management by DRC is subject to inspection by the governmental contracting entity and/or any Public Authority in accordance with generally accepted standards, to insure compliance with the contract and applicable local, state and federal laws. DRC will, at all times, provide the government access to all work sites and disposal areas and will cooperate completely with Government Inspectors. In addition, authorized representatives and agents of any participating Federal or state agency are encouraged to inspect all work and materials. DRC and the government shall have in place at the TDSRS, personnel to verify the contents and cubic yards of all vehicles entering the TDSRS. Records are maintained for each load entering the TDSRS, its cubic yardage is verified, and each vehicle leaving the TDSRS is viewed to verify that the contents have been emptied. DRC and the government monitor the material to determine that the load consists of eligible storm debris. DRC and the government have in place at the pickup site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS and issuance of the load ticket to ensure the eligibility of the debris. Prior to use, DRC recommends that the government, including FEMA, if possible, establish and record the certified cubic yard capacity and perform a safety inspection of each haul vehicle. DRC recommends that all measurements be conducted by government personnel or independent third parties, and not DRC or the

subcontractor. DRC has in the past provided disposal tickets, field inspection reports, and other data and/or forms sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement to its government clients. DRC personnel and subcontractors have worked closely with various State Emergency Management Agencies, the Federal Emergency Management Agency and other applicable State, local and Federal Agencies to ensure that eligible debris collection and the data documenting is sufficient and appropriately addressed.

#### ***OPERATIONAL ENVIRONMENTAL PROTECTION***

All work performed at and/or in relation to a debris-staging site will be performed in a skilled and workman-like manner. All debris staging site operations shall be conducted in accordance with the Company's Environmental Protection Plan and to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.

#### ***CLOSURE PROCEDURES***

Pre-use inspection and documentation information shall be utilized as a guide to restore each site to pre-use condition.

#### ***REMOVAL OF TEMPORARY STRUCTURES***

All temporary structures such as fencing, inspection towers, temporary offices, sanitary facilities, etc., shall be removed from each site.

#### ***RESTORATION OPERATIONS***

Each site shall be graded, as required to return the topography to pre-use elevations, unless otherwise directed by Government task order. Each site will be restored to pre-use condition by seeding, fertilizing and laying of straw as well as replacement of agreed-upon shrubs and/or trees.

#### ***CLOSURE DOCUMENTATION***

The procedures described in Section F3 of this plan shall be followed for closure documentation.

#### ***REMOVAL OF DEBRIS***

Debris residue, not taken to the appropriate disposal site during debris disposal operations, shall be collected, recorded and hauled to the appropriate disposal site. DRC or a licensed hazardous waste remediation company shall be retained to accomplish the removal of all hazardous and/or toxic waste from each site if not already accomplished under separate agreement by the Government.

#### ***FINAL INSPECTION, RELEASED AND ACCEPTANCE OF GOVERNMENT AND/OR LANDOWNER***

DRC's Senior Management, the Supervisor responsible for a particular site, the Governments Representative and if applicable, the landowner shall constitute an inspection team. The Company Supervisor responsible for the applicable site shall have, for examination by all Inspection Team members, the documentation package to include pre-use and closure inspection documentation as well as all chronological documentation created during the operational period. After all inspection team members accept the post-closure condition of each site, a release and hold-harmless for the Company shall be signed by the Government and/or landowner, releasing DRC of any further responsibility and liability.

#### ***ACCOUNTING AND DOCUMENT MANAGEMENT***

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DRC's invoicing procedure is as follows:

- Load tickets are received, logged, and then scanned into DRC's database system. Tickets are then entered and audited for accuracy.
- Invoice is worked up along with the ticket data backup.
- The reconciliation process then takes place with either the Monitoring Firm or the reconciliation contact with the municipality (if there isn't a Monitoring Firm).
- Once the invoice and ticket data has been 100% reconciled, the Monitoring Firm, or the reconciliation contact with the municipality, then recommends the invoice to FEMA for payment.



- Frequency: The invoicing is usually done on a weekly basis

#### ***REQUIRED DOCUMENTATION***

DRC ES shall submit daily progress and quality control reports to the governing entity for all activities. Each report would contain, at a minimum, the following information:

- Letterhead with DRC name and contact information
- Report Date
- Location of completed work
- Location of work for next day
- Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
- List of roads that were cleared (Emergency Clearance)
- Number of Crews (including number of trucks and loading equipment)
- Daily and cumulative totals of debris removed, by category
- Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
- Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
- Number of hazardous trees and hanging limbs removed.
- Problems encountered or anticipated

Typically, Daily Reports are co-signed by the governing entity's inspector to verify work performed. In addition, the governing entity receives an original copy of all load tickets and receives and verifies for co-signature, a Daily Reconciliation Sheet listing each load ticket, the truck number, crew number, street, truck volume, percent full, credited volume of debris removed and the total volume removed for the day. This Daily Reconciliation Sheet is typically verified by the governing entity and can become the invoicing document for the Contract.

#### ***DOCUMENTATION AND RECOVERY PROCESS***

Prior to the beginning of the hurricane season, DRC will meet with the Town of Winterville and the Debris Management Monitor to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. At all times, DRC will provide the Town of Winterville access to all work sites and disposal areas. DRC, the Town of Winterville and the Debris Management Monitor will have in place at the TDSRS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. The Debris Management Monitor will coordinate data recording and information management systems, including but not limited to:

- Prepare detailed estimates and submit to FEMA for use in Project Worksheet preparation.
- Implement and maintain a disaster debris management system linking load ticket and TDSRS information, including reconciliation and photographic documentation processes.
- Provide daily, weekly or other periodic reports for the Town of Winterville managers and the Debris Management Monitor, noting work progress and efficiency, current/ revised estimates, project completion and other schedule forecasts/ updates.

DRC will provide the following assistance:

- Recovery process documentation – create recovery process documentation plan
- Maintain documentation of recovery process
- Provide written and oral status reports as requested to the Town of Winterville Debris Management Monitor
- Review documentation for accuracy and quantity
- Assist in preparation of claim documentation

DRC will provide all requested information to the Debris Management Monitor that is necessary for proper documentation and understands that copies of complete and accurate records are required for the receipt of federal funds and must be supplied to the Town. DRC will work closely with FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.

***PROMPT COMPLAINT RESOLUTION***

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Within 24 hours of a damage report, an investigative team will be dispatched to determine the veracity and severity of the damage report. If validated, damages are repaired as quickly as physically possible, preferably commencing repairs on the day that the report is validated. If a subcontractor is involved, that subcontractor is asked to produce a plan to prevent further occurrences.

## RECOVER

In addition to providing for the recovery of the physical environment, DRC ES is also committed to assisting The Town of Winterville, the overall recovery of its citizens and their economy. As such, DRC can provide an array of services to The Town of Winterville that will enable both the Town and the citizens the means to establish a degree of stability and normalcy.

Together with our commonly-owned affiliates, SLSCO and Callan Marine, we are able to respond immediately to disaster events and provide almost every service required to move through the complete disaster recovery timeline. We are one of the only companies in the United States that can perform these services in a streamlined manner from both the contracting and management sides. This portfolio of companies is under the same ownership and share all resources and assets, including financial, personnel, equipment and facilities.

Rather than focusing on one single aspect of disaster relief, DRC Emergency Services and its commonly-owned affiliates - SLSCO and Callan Marine, have the ability to be involved in recovery missions from beginning to end, which can last a decade or longer. Our overall portfolio of services follows the theme “**Respond, Recover & Restore**”, each of which is a unique phase of community rehabilitation demanding distinct and focused, yet interdependent performance. Initial response, subsequent recovery and permanent restoration are all phased steps in a model that must be executed efficiently and with real-world experience in order to deliver efficient and desired results. It is rare that one single group has the capability to streamline the process and offer all these services, while giving complete attention to each phase. DRC and its family of companies is such a group and perhaps one of the only in the nation offering such extensive disaster recovery services throughout the entire process.

### DRC EMERGENCY SERVICES, LLC



DRC specializes in providing extensive disaster recovery, environmental and civil construction services throughout the United States. The Company is recognized for providing government and private entities with rapid response solutions and facilitating the most efficient immediate recovery efforts tailored to each specific

disaster. Throughout DRC's 27-year history, it has successfully completed over \$2.0 billion in response contracts and has handled over 40.0 million yards of debris. DRC has the ability to mobilize over 4,000 pieces of equipment to any location in the country and maintains a cadre of over 50 permanent disaster and debris management and operational personnel, who are augmented by hundreds of regional and local construction partners and personnel.

### SLSCO, LP



(SLS) is a program & construction management and general contracting firm specializing in providing comprehensive disaster response, recovery and restoration services. They perform work across the United States and internationally and have been involved in some of the most notable and complex disaster recovery programs in the country over the past several years.

With an extensive background in residential and commercial construction, as well as infrastructure planning, SLS manages a wide variety of construction projects from beginning to end. They work with municipalities, counties, parishes, states and national governing entities, as well as private companies, to provide the necessary resources for their communities' operations, all while minimizing risk, time and cost. From program management to disaster recovery housing to remote workforce housing, we service traditional and nontraditional projects.

Over the past decade, SLS has overseen recovery projects for more than 5,000 homes across the U.S., focusing primarily on the Gulf and East coasts. In every program and construction management engagement, the SLS team works directly with their clients to create feasible, efficient programs that help residents and communities recover from mass disasters

CALLAN MARINE, LTD



**CALLAN**  
**MARINE**

Callan is a highly-specialized marine construction firm capable of providing design, engineering, management and construction services. The Company provides every type of marine construction activity, including debris management and removal, dredging, shoreline protection, beach re-nourishment, port & dock facility construction, marine protection mitigation improvements and wetland construction. Callan is recognized as a leading marine construction service provider in the U.S. and has a long list of government and private clients who continually utilize Callan and its resources for comprehensive marine services. Throughout its history, Callan has performed hundreds of projects worth over \$250.0 million.

## REQUIRED DOCUMENTS

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Please see the following attached:

- Hourly Pricing
- Proposed Fee Schedule
- Non-Collusion Affidavit
- Proposer's Bid Certification Form
- Certification Regarding Debarment and Suspension



any time.

## 25.0 SCOPE OF WORK

### 25.1 Emergency Road Clearance – Cut and Toss

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from TOWN roadways, and waterways, to make them passable immediately following a declared disaster event. All roadways designated by the TOWN DEBRIS MANAGER shall be clear and passable within (70) seventy working hours of the issuance of a notice to proceed from the TOWN to conduct emergency roadway clearance work. This may include roadways in municipalities within the TOWN. Clearance of these roadways will be performed as identified by the TOWN DEBRIS MANAGER.

#### HOURLY FEE SCHEDULE

<i>All equipment rates below include operator, fuel and maintenance costs</i>	
<b>Personnel/Equipment</b>	<b>Hourly Rate</b>
30 Ton Crane	\$ 225.00
Stump Grinder	\$ 245.00
50' Bucket Truck	\$275.00
Track-Hoes John Deere 690 Equivalent	\$ 185.00
D-6 Dozers or Equivalent	\$200.00
John Deere 544 or Equivalent	\$ 165.00
Service Trucks	\$ 95.00
Tractor with Box Blade	\$ 65.00
5-14 Cubic yard Dump Truck	\$ 100.00
15-24 Cubic Yard Dump Truck	\$ 110.00
25-34 Cubic Yard Dump Truck	\$ 125.00
35-44 Cubic Yard Dump Truck	\$ 165.00
45-54 Cubic Yard Dump Truck	\$ 185.00
55-64 Cubic Yard Dump Truck	\$ 195.00
65-74 Cubic Yard Dump Truck	\$ 200.00
75+ Cubic Yard Dump Truck	\$ 200.00
850 HP or Equivalent Tree Grinder	\$ 675.00
Water Truck (2000 gal.)	\$ 125.00
Rubber Tire Backhoe	\$ 165.00
Motor Grader	\$ 260.00
Climber with Gear	\$ 90.00
Superintendent with Truck	\$ 75.00
Foreman with Truck	\$ 70.00
Operator with Chainsaw	\$ 45.00
Traffic Control Personnel	\$ 45.00
Laborer	\$ 40.00

**CONTINUE.....**

<b>Personnel/Equipment</b>	<b>Hourly Rate</b>
Field Project Foreman	<b>\$ 70.00</b>
Administrative Assistant	<b>\$ 40.00</b>
Clerical	<b>\$ 40.00</b>
Pickup Truck	<b>\$ 40.00</b>
Pickup Truck, Extended Cab	<b>\$ 40.00</b>
Pickup Truck, 4 X 4	<b>\$ 45.00</b>
Pickup Truck, 1 Ton	<b>\$ 45.00</b>
Mechanized Broom	<b>\$ 135.00</b>
Trackhoe, 490 or Equivalent	<b>\$165.00</b>
Bulldozer, D4 or Equivalent	<b>\$ 185.00</b>
12 Ton Lowboy	<b>\$145.00</b>
50 Ton Lowboy	<b>\$ 155.00</b>
Skidsteer	<b>\$ 135.00</b>
Rubber Tire Excavator	<b>\$135.00</b>
Vac Truck to Clean Out Inlets	<b>\$ 165.00</b>

MANAGER.

## I. PROPOSED FEE SCHEDULE

### DEBRIS REMOVAL, PROCESSING AND DISPOSAL

Item No.	DESCRIPTION	COST (U.S. Dollars)	UNIT
1	Mobilization and Demobilization (Lump sum)	0	Lump Sum
2	C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Site (DMS), based on one-way haul distance		
	0-15.9 miles	12.15	Cubic Yd
	16-30.9 miles	13.15	Cubic Yd
	31-60 miles	14.15	Cubic Yd
3	Vegetative Debris Removal from Public Property (Right-of-Way) and Hauling to DMS, based on one-way haul distance		
	0-15.9 miles	8.75	Cubic Yd
	16-30.9 miles	9.45	Cubic Yd
	31-60 miles	9.45	Cubic Yd
4	C&D Direct Haul to Final Disposal site from Public Property right of way (non DMS option)		
	0-15.9 miles	12.15	Cubic Yd
	16-30.9 miles	13.15	Cubic Yd
	31-60 miles	14.15	Cubic Yd
5	Loose stumps places on the ROW By others - Direct Haul to Final Disposal site from public property right of way (stump volume shall be calculated using FEMA approved conversion table)		

	0-15.9 miles	12.15	Cubic Yd
	16-30.9 miles	13.15	Cubic Yd
	31-60 miles	14.15	Cubic Yd
6	Vegetative Direct Haul to Final Disposal site from Public Property right of way (non DMS option)		
	0-15.9 miles	8.75	Cubic Yd
	16-30.9 miles	9.45	Cubic Yd
	31-60 miles	9.45	Cubic Yd
7	Disaster deposited silt, mud, or sand, hauled from the designated site to DMS or site of final disposition		
	0-15.9 miles	12.15	Cubic Yd
	16-30.9 miles	13.15	Cubic Yd
	31-60 miles	14.15	Cubic Yd
8	Re-Haul of C&D or reduced vegetative material of previously documented Debris from DMS to site of final disposition		
	0 - 15.9 miles	4.75	Cubic Yd
	16 - 30.9 miles	5.75	Cubic Yd
	31 - 60.9 miles	6.75	Cubic Yd
	61 - 119.9 miles	8.95	Cubic Yd
	120 -150 miles	10.95	Cubic Yd
9	Cutting of standing tree determined by Town to be hazardous (Cutting only)		
	6 - 11.99 inch diameter	50.00	Tree
	12 -23.99 inch diameter	75.00	Tree
	24 - 35.99 inch diameter	100.00	Tree
	36 - 47.99 inch diameter	150.00	Tree
	48 inch diameter and greater	200.00	Tree

10	Cutting and/or removal of Dangerous Hazardous Limbs from tree (must be greater than 2" at the point of break to be eligible) (cutting only).		
	1 to 2 limbs	85.	Tree
	3 to 4 limbs	85.	Tree
	5 or more limbs	85.	Tree
11	Cutting fallen trees on public right of way (if extending from private property, tree is cut from point of entry to ROW)	100.00	Tree
12	Hazardous Stump Extraction. Each stump to be measured 2 feet from mean ground level. This item is for extraction fee only. For hauling purposes, stumps will be converted to cubic yard measurement and hauled under vegetative rate		
	>24 - 35.99 inch diameter	250.00	Each
	36 - 48 inch diameter	350.00	Each
	48 inch diameter and greater	450.00	Each
13	Backfilling of stump root ball holes with suitable soil material	75.00	Each
14	Collection, hauling and final disposition of eligible White Goods including but not limited to refrigerators, stoves, water heaters, washer, dryer, etc.	75.00	Per unit
15	Staging collection and hauling to Town designated solid waste facility of Refrigerator Contents or spoiled food	495.00	Ton
16	Comprehensive Management of DMS and material handling. Includes, loading of debris, sorting, segregation, preparation for re-haul and special equipment for handling materials. Includes roadway construction at site, traffic control and inspection tower construction as needed.	1.25	Per Cubic Yd
17	Reduction of DMS Materials by Grinding	3.49	Per Cubic Yd
18	Reduction of DMS Materials by Incineration	2.75	Per Cubic Yd
19	DMS preparation and reclamation. Include constructions of roadway at site, traffic control and inspection tower(s) as needed and maintenance throughout life of project. Close-out work includes reclamation and restoration by removal of constructions.	5000.00	Per site, per month
20	Load and Haul of storm deposited soils (silt, sand or mud)	13.25	Per Cubic



			Yd
21	Clearing debris from ditches and drainage canals		
	1 foot to 10 feet (average width)	50.00	Per Linear Ft.
	10.1 to 20 feet (average width)	75.00	Per Linear Ft.
	20.1 to 35 feet (average width)	150.00	Per Linear Ft.
	Greater than 35 feet (average width)	200.00	Per Linear Ft.
22	Collection, hauling, and final disposal of dead animal carcasses.	2.00	Per lb.
<p><b>Private property debris removal (right of entry work) upon private property, if authorized as eligible by FEMA, will be done according to the rates listed herein. Contractor shall engage in PPDR work only with a written right of entry document executed by the private property owner.</b></p>			

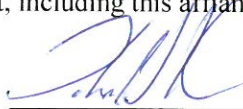
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**NON-COLLUSION AFFIDAVIT**

State of North Carolina  
County of Pitt  
Town of Winterville

John Sullivan, being first duly sworn, deposes and says that:

1. He/She is the President of DRC Emergency Services, LLC, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Winterville or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



(Seal)

John Sullivan, President

Title

SUBSCRIBED AND SWORN TO BEFORE ME,

This 11 day of September, 2018

Notary Public Joni J. Schirmer

My Commission Expires: 09/09/2021



**PROPOSER'S BID CERTIFICATION FORM**

To Whom It May Concern:

I have carefully examined the Request for Proposal and any other documents accompanying or make a part of this Request for Proposal.

I hereby propose to perform the following prices as specified in this Request at the rates described on **SCHEDULE 1 – UNIT RATE PRICE SCHEDULE and SCHEDULE 2 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE.**

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer employee or agent of the TOWN of Winterville or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that the Mayor/Town Council reserves the right to reject any or all proposals.

DRC Emergency Services, LLC  
NAME OF FIRM

*[Signature]*  
AUTHORIZED SIGNATURE

John Sullivan, President  
NAME & TITLE, TYPED OR PRINTED

110 Veterans Blvd, Suite 515  
MAILING ADDRESS

Metairie, LA 70005  
CITY, STATE, ZIP CODE

Federal Tax ID: 63-1283729

Phone: 888-721-4372

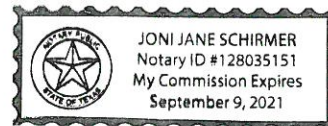
Fax: 504-482-2852

Email: Jsullivan@drcusa.com

Subscribed and sworn to before me this 11  
day of September, 2018

Notary Public *[Signature]*  
My Commission expires: 09/09/2021

(SEAL)



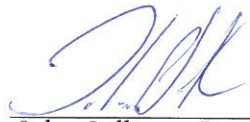
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned applicant certifies to the best of his or her knowledge and belief, that he applicant and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, Ste, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

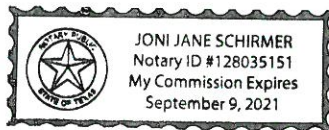
Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting the proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub- grantees and/or contractors) and in all solicitations for lower tier covered transactions.

  
 \_\_\_\_\_ (Seal)  
 John Sullivan, President  
 \_\_\_\_\_  
 Title

SUBSCRIBED AND SWORN TO BEFORE ME,

This 11 Day of September, 2018, 2018  
 NOTARY PUBLIC Joni J. Schirmer  
 My Commission Expires: 09/09/2021







THE HARTFORD

KNOW ALL MEN BY THESE PRESENTS,

That we, DRC Emergency Services, LLC  
6702 Broadway, Galveston, TX 77554 as Principal,  
hereinafter called the Principal, and the Hartford Fire Insurance Company, a corporation created and  
existing under the laws of the State of CT, whose principal office is in Hartford, CT,  
as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Winterville, North Carolina,  
2571 Railroad Street, Winterville, NC 28590 as Obligee, hereinafter called the Obligee,  
in the sum of Two Hundred Fifty Thousand Dollars and 00/100

Dollars (\$ 250,000 )

for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for Disaster Debris Clearance and Removal Services, Proposal No. 20120620

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of September A.D. 2018

Attest DRC Emergency Services, LLC (SEAL)  
(Principal)

By: Rae Sharp

By: Kristy Hunter  
Vice President/Secretary/Treasurer (Title)

Witness Hartford Fire Insurance Company (SEAL)

By: Susan D. Zapalowski  
Susan D. Zapalowski



By: David T. Miclette  
David T. Miclette Attorney-in-Fact (Title)

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
**BOND, T-12**  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOWEN MICLETTE & BRITT INS AGY LLC  
 Agency Code: 46-504809

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Joni Bowen Maness, Kristi Lovett, David T. Miclette, Ashley Britt, Robert C. Davis, Tabitha Dorman, Jennie Goonie, Rita G. Gulizo, Nikole Jeannette, Barry K. McCord, Heather Noles, Susan Zapalowski of Fort Smith AR, New Orleans LA and of HOUSTON, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
 Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 15, 2018  
 Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President



**CONTRACT FOR DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES**

THIS CONTRACT FOR DEBRIS MANAGEMENT SERVICES entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Winterville, North Carolina (hereafter the "Town"), represented herein by its authorized representative below, and DRC Emergency Services, LLC (hereafter "Contractor" or "DRC"), represented herein by its authorized representative below.

**WITNESSETH** that Town and Contractor, in consideration of the mutual covenants, promises and agreements set forth herein agree as follows:

**SCOPE OF CONTRACT:** The Contractor shall perform and provide all those services and work for the benefit of the Town in accordance with and as set forth in the "Contract Documents" defined below.

**CONTRACT TERM:** The initial \_\_\_\_-year term of this Contract shall be from \_\_\_\_\_, 2018 through \_\_\_\_\_, 20\_\_ with \_\_\_\_\_ renewal terms upon mutual written agreement of the parties.

**CONTRACT DOCUMENTS:** The "Contract Documents" consist of:

- (a) The Town's Request for Proposals No. 20120620 for Disaster Debris Clearance and Removal Services, all documents reference therein, and any prior amendments thereto (collectively, the "RFP"); and,
- (b) Contractor's Proposal submitted in response to the RFP.
- (c) Amended Pricing Sheet to include tipping fees.

All of the above-described Contract Documents are expressly adopted and incorporated herein by reference and form part of this Contract.

**IN WITNESS WHEREOF**, the Contractor as caused this Contract to be signed in its corporate name by its authorized representative and the Town has Caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

**TOWN OF WINTERVILLE  
TOWN MANAGER**

**DRC EMERGENCY SERVICES, LLC  
VICE-PRESIDENT/SECRETARY-TREASURER**

\_\_\_\_\_

\_\_\_\_\_

Kristy Fuentes

**ATTEST:**

By: \_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**DRC EMERGENCY SERVICES, LLC**

\_\_\_\_\_  
**KRISTY FUENTES, VICE-PRESIDENT**

Date: \_\_\_\_\_, 2018

The following provisions are adopted by reference and form part of the parties' \_\_\_\_\_ designated as \_\_\_\_\_ (hereinafter the "AGREEMENT"). For purposes of the provisions below, the \_\_\_\_\_ shall be referenced as "GOVERNMENT" and **DRC Emergency Services, LLC** shall be referenced as "CONTRACTOR."

**(A) LIQUIDATED DAMAGES (2 CFR §200.326 Appendix II to Part 200 (A))**

(1) All work to be performed under this AGREEMENT shall be timely commenced. As a breach of this AGREEMENT would cause substantial delay in the completion of the required services affecting the safety and welfare of the public, the parties adopt the following liquidated damages clause.

(2) Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the GOVERNMENT as a consequence of such delay in performance. CONTRACTOR acknowledges and agrees that damages to GOVERNMENT from untimely performance are extremely difficult to determine, and accordingly, the CONTRACTOR agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.

(a) Failure of the CONTRACTOR to meet the mobilization requirements under this AGREEMENT: \$100.00 per calendar day.

(3) The GOVERNMENT is authorized to deduct liquidated damage amounts from the monies due to CONTRACTOR for the work under this AGREEMENT, or as much thereof as the GOVERNMENT may, at its own option, deem just and reasonable.

**(B) TERMINATION RIGHTS (2 CFR §200.326 Appendix II to Part 200 (B))**

(1) Termination for Cause: GOVERNMENT may terminate this AGREEMENT for cause if the CONTRACTOR fails to take corrective action within thirty (30) days after written notice from the GOVERNMENT identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in the AGREEMENT, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the GOVERNMENT as set forth in the AGREEMENT, or multiple breaches of the provisions of the AGREEMENT notwithstanding whether any such breach was previously waived or cured.

(2) Termination for Convenience: GOVERNMENT may terminate this AGREEMENT for convenience upon no less than thirty (30) days written notice. In the event this AGREEMENT is terminated for convenience, CONTRACTOR be paid for any goods properly delivered and services properly performed to the date the AGREEMENT is deemed terminated; however, upon being notified of GOVERNMENT's election to terminate, CONTRACTOR shall cease any deliveries, shipment or carriage of goods, and refrain



from performing further services or incurring additional expenses under the terms of this AGREEMENT. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from GOVERNMENT, the receipt and adequacy of which are hereby acknowledged for GOVERNMENT's right to terminate this AGREEMENT for convenience.

**(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))**

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed

and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

**D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D))**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 and Ch. (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The

CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

**E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)**

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

**F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

**G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))**

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

#### **H. ENERGY EFFICIENCY AND CONSERVATION (2 CFR §200.326 Appendix II to Part 200 (H))**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

#### **I. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (I))**

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **J. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (J))**

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.



**K. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

**L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)**

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**M. ACCESS TO RECORDS**

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**N. SEAL, LOGO AND FLAGS**

CONTRACTOR shall not use the U.S. Department of Homeland Security’s seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security’s agency officials without specific FEMA preapproval.

**O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, the CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**P. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

**Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

GOVERNMENT:

CONTRACTOR:

**DRC EMERGENCY SERVICES, LLC**

\_\_\_\_\_

\_\_\_\_\_

**\*\*\* Weighted Avg. Cost Comparison\*\*\***

Vendor	CERES	DRC
Cost/CY	\$ 8.59	\$ 8.24

**\*\*\* Monthly Cost Comparison\*\*\***

Vendor	CERES	DRC
one month (10,000 CY - FDS)	\$92,800.00	\$87,500.00
two months (30,000 CY - FDS)	\$278,400.00	\$262,500.00
one month (10,000 CY - DMS/FDS)	\$155,200.00	\$163,650.00
two months (30,000 CY - DMS/FDS)	\$464,100.00	\$485,950.00

\*Assumed grinding reduces CY by half for re-haul



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Old Business

**Meeting Date:** November 13, 2018  
**Presenter:** Travis Welborn, Public Works  
Director

**Item to be Considered**

**Subject:** Approval of Contract with Charles W. Hughes Construction for 2018 Sidewalks Improvements Project.

**Action Requested:** Approve Contract in the amount of \$131,691.50.

**Attachments:** Certified Bid Tab & Award Recommendation Letter.

**Prepared By:** Travis Welborn, Public Works Director

**Date:** 10/30/2018

**ABSTRACT ROUTING:**

TC  FD  TM 11/13/2018  Final 11/13/2018

**Supporting Documentation**

A bid opening was held on October 11 for the 2018 Sidewalks Improvements project which includes removing and replacing the sidewalk downtown on Main St. between Railroad St. and Mill St. and along Mill St. from Main St. to Cooper St.; installing new sidewalk along Laurie Ellis Rd. from Mellon Downs to Ange St. and along the east side of Ange St. from Laurie Ellis Rd. approximately 550 feet north towards Division St.; and removing damaged sections of sidewalk and replacing them in Coopers Point Subdivision along Windmill Dr. and Cresset Dr. There were three (3) bids received, the lowest being from Charles W. Hughes Construction in the amount of \$131,691.50. Public Works staff recommends approval of the contract in this amount with an additional \$30,000.00 in contingency funds. In addition to unexpected issues arising during construction, the contingency funds will be used to potentially remove and replace damaged sections of sidewalk on Little Gem Circle in the Magnolia Ridge Subdivision as well as possibly extend the new sidewalk along Ange St. a few hundred feet further north towards Division St. The Town has already obtained sidewalk easement approximately 350 feet further north than the proposed end of the new sidewalk and staff recommends installing that additional 350 LF with this project. The additional 350 feet of sidewalk would cost approximately \$12,500. Since the design of this project multiple complaints from citizens have been received and staff has verified that the sidewalk on Little Gem Circle is in poor condition and needs to be repaired. The Town will save money and time by change ordering this work into the current project and therefore staff proposes to proceed with adding this work to the contract. Also, staff had budgeted \$15,000.00 in the current budget for Magnolia Ridge sidewalk repairs. Including Magnolia Ridge staff had budgeted \$215,000.00 in the current budget for these sidewalk improvements. Including the \$30,000.00 for the extra sidewalk on Ange Street and Magnolia Ridge repairs the total budget would only be \$161,691.50 which is still much less than the budgeted amount and well under budget.

**Budgetary Impact:** \$215,000.00 was budgeted in Powell Bill for this project this fiscal year and even with a \$30,000.00 contingency the project cost would only be \$161,691.50.



October 12, 2018

Ms. Terri Parker  
Town Manager  
2571 Railroad Street  
Winterville, NC 28590

RE: Recommendation for Construction Contract Award  
2018 Sidewalk Improvements  
Winterville, NC  
TWC No. 2853-AF

Ms. Parker:

This is a re-bid as the original bid date was on September 6, 2018 but did not receive enough bidders to open the formal bids. Construction bids for the above-referenced project were received on Thursday, October 11, 2018. Three (3) bids were received ranging from \$131,694.50 to \$164,270.40. We are recommending award of the construction contract to Charles W. Hughes Construction, LLC. (LaGrange, NC) based upon the acceptance of the Base Bid in the amount of One Hundred Thirty-One Thousand Six Hundred Ninety-Four Dollars and 50/100 (\$131,694.50) and contingent upon concurrence from the Town. The contractor meets the obligation of being the lowest responsive, responsible bidder.


A copy of the Certified Bid Tabulation, Unit Price Bid Summary and Notice of Award are enclosed for your reference.

If the Town of Winterville is in agreement with our recommendation, please sign and date all four (4) copies of the enclosed Notice of Award to Charles Hughes Construction, LLC, and return all copies to our office at your earliest convenience.

If you have any questions, please contact our office.

Best Regards,

THE WOOTEN COMPANY

By:   
William A. Larsen, P.E.

WAL/ads

Enc: Notice of Award  
Certified Bid Tabulation  
Unit Price Summary

Via: Email/Mail

Cc: TWC File

301 West 14<sup>th</sup> Street  
Greenville, NC 27834

252.757.1096  
Fax 252.757.3221



TOWN OF WINTERVILLE  
 2018 SIDEWALK IMPROVEMENTS  
 TWC PROJECT NO.: 2853-AF



THE WOOTEN COMPANY

301 W. 14th Street, Greenville, NC 27834  
 252.757-1096 Fax: 252.757.3221

October 11, 2018 @ 2:00 pm

	CONTRACTORS	LIC. NO.	CLASS	BID BOND	DBE Aff. A or B	TOTAL BASE BID	REMARKS
1	Charles Hughes Company 4675 Ben Dail Road LaGrange, NC 28551	74643	U	5%	B	\$131,691.50	Low Bidder
2	Tripp Brother's Paving 4158 Norris Store Road Ayden, NC 28513	52247	U	5%	B	\$158,687.50	
3	Carolina Earth Movers 2252 Alpine Taylor Road Greenville, NC 27834	38881	Intert	5%	A	\$164,270.40	

This is to certify that the bids received herein were publicly opened and read at 2:00 p.m. on October 11, 2018 at 2571 Railroad Street, Winterville, NC



William A. Larsen, PE

TOWN OF WINTERVILLE  
2018 SIDEWALK IMPROVEMENTS  
TWC Project No. 2853-AF

October 11, 2018 @ 2:00 pm											
				Charles W. Hughes Co.		Carolina Earth Movers		Tripp Brothers		Average of Three Low Bidders	
Item No.	Description	Est. Quantity	Unit	Unit Price	Total Extended Price	Unit Price	Total Extended Price	Unit Price	Total Extended Price	Unit Price	Total Extended Price
<b>Sidewalk Improvements: Section 1 (Laurie Ellis/Ange Street)</b>											
1	New Concrete Sidewalk	7,500	SF	\$7.16	\$53,700.00	\$7.05	\$52,875.00	\$9.00	\$67,500.00	\$7.74	\$58,025.00
2	18" RCP Driveway Culvert	30	LF	\$45.00	\$1,350.00	\$41.75	\$1,252.50	\$45.00	\$1,350.00	\$43.92	\$1,317.50
3	24" RCP Driveway Culvert	30	LF	\$114.80	\$3,444.00	\$55.68	\$1,670.40	\$50.00	\$1,500.00	\$73.49	\$2,204.80
4	Handicapped Ramps	2	EA	\$1,500.00	\$3,000.00	\$2,800.00	\$5,600.00	\$1,500.00	\$3,000.00	\$1,933.33	\$3,866.67
5	Temporary Straw-Filled Wattles	5	EA	\$150.00	\$750.00	\$32.00	\$160.00	\$150.00	\$750.00	\$110.67	\$553.33
<b>Sidewalk Improvements: Section 2 (Cooper's Point)</b>											
6	Repair Concrete (Cooper's Point)	1,800	SF	\$10.10	\$18,180.00	\$15.00	\$27,000.00	\$8.50	\$15,300.00	\$11.20	\$20,160.00
<b>Sidewalk Improvements: Section 3 (Railroad Street/Mill Street)</b>											
7	Remove EX. Sidewalk & Replace w/Typ. Concrete Walkway	3,500	SF	\$8.97	\$31,395.00	\$15.00	\$52,500.00	\$12.95	\$45,325.00	\$12.31	\$43,073.33
8	Remove Ex. Sidewalk & Replace w/Decorate Concrete Sidewalk	350	SF	\$17.35	\$6,072.50	\$23.75	\$8,312.50	\$14.75	\$5,162.50	\$18.62	\$6,515.83
9	Replace Water Meter Box	5	EA	\$300.00	\$1,500.00	\$250.00	\$1,250.00	\$350.00	\$1,750.00	\$300.00	\$1,500.00
10	Handicapped Ramps	3	EA	\$1,500.00	\$4,500.00	\$2,800.00	\$8,400.00	\$3,500.00	\$10,500.00	\$2,600.00	\$7,800.00
11	Concrete Ramp-Parking Lot Access	2	EA	\$3,150.00	\$6,300.00	\$1,800.00	\$3,600.00	\$2,900.00	\$5,800.00	\$2,616.67	\$5,233.33
12	Inlet Protection	3	EA	\$500.00	\$1,500.00	\$550.00	\$1,650.00	\$250.00	\$750.00	\$433.33	\$1,300.00
<b>TOTAL</b>							\$131,691.50		\$164,270.40		\$151,549.80



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** November 13, 2018

**Presenter:** Evan Johnston, Director of Parks & Recreation

**Item to be Considered**

**Subject:** Traffic calming measures on Sylvania Street.

**Action Requested:** Approve Sylvania Street traffic calming recommendation.

**Attachments:** Aerial image of proposed traffic calming measures.

**Prepared By:** Evan Johnston, Director of Parks & Recreation

**Date:** 11/5/2018

**ABSTRACT ROUTING:**

TC

FD

TM 11/8/2018

Final 11/8/2018

**Supporting Documentation**

Pedestrian traffic crossing Sylvania Street is significant during the spring and fall program seasons, leading up to and during game times. Specifically, heaviest pedestrian traffic occurs on the section of Sylvania Street between Winterville Recreation Park entrance (east entrance) and Ange Street. Pedestrians cross aforementioned section of Sylvania Street for any number of reasons including access to AG Cox softball field, access to Smith Field, access to Smith Field concession stand and/or restrooms, and access to vehicles. Sylvania Street also experiences significant vehicle traffic primarily due attendees coming and going from games.

In an effort to calm traffic on Sylvania Street during spring and fall program seasons, Staff has reviewed and recommended traffic calming measures for section of Sylvania Street between Winterville Recreation Park entrance (east entrance) and Ange Street. Staff recommends utilizing six (6) ten foot long (10') portable speed bumps to slow speed of vehicle traffic and addition of three (3) ten foot long (10') no parking zones for ease of pedestrian access without navigating parked vehicles. Portable speed bumps would be set up around 5:00 p.m. on nights when Smith Field and or AG Cox Fields are utilized for games. Speed bumps would be removed each night, following games.

Aerial image of referenced section of Sylvania Street and proposed traffic calming measures is included.

**Budgetary Impact:** Nominal cost to paint curb for no parking. Cost for six (6) portable speed bumps is \$1,131.24. Expense can be covered by funds in existing fiscal year budget.

**Recommendation:** Town Staff recommends approving Sylvania Street traffic calming measures.

### Proposed Traffic Calming Measures

**Location Pictured:** Sylvania Street between AG Cox softball field and Smith Field (Winterville Recreation Park).



**Legend:**

Red Line – Proposed 10’ Speed Bump

Yellow Line – Existing No Parking Zone

Blue Line – Proposed 10’ No Parking Zone





**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** November 12, 2018

**Presenter:** Bryan Jones, Planning Director

**Item to be Considered**

**Subject:** Mary Beth McLawhorn – Final Plat

**Action Requested:** Approval of Final Plat.

**Attachments:** Final Plat

**Prepared By:** Bryan Jones, Planning Director

**Date:** 10/10/2018

**ABSTRACT ROUTING:**

TC

FD

TM 11/7/2018

Final 11/7/2018

**Supporting Documentation**

**Mary Beth McLawhorn – Final Plat:**

Location: Reedy Brach Road south of its intersection with NC 903 S

Parcel Numbers: 16207

Site Data: 1 Lot, 1 Acre

Zoning District: AR

\*\*Planning and Zoning Board unanimously recommended approval.

**Budgetary Impact:** TBD.

**Recommendation:** Recommend Approval Final Plat.

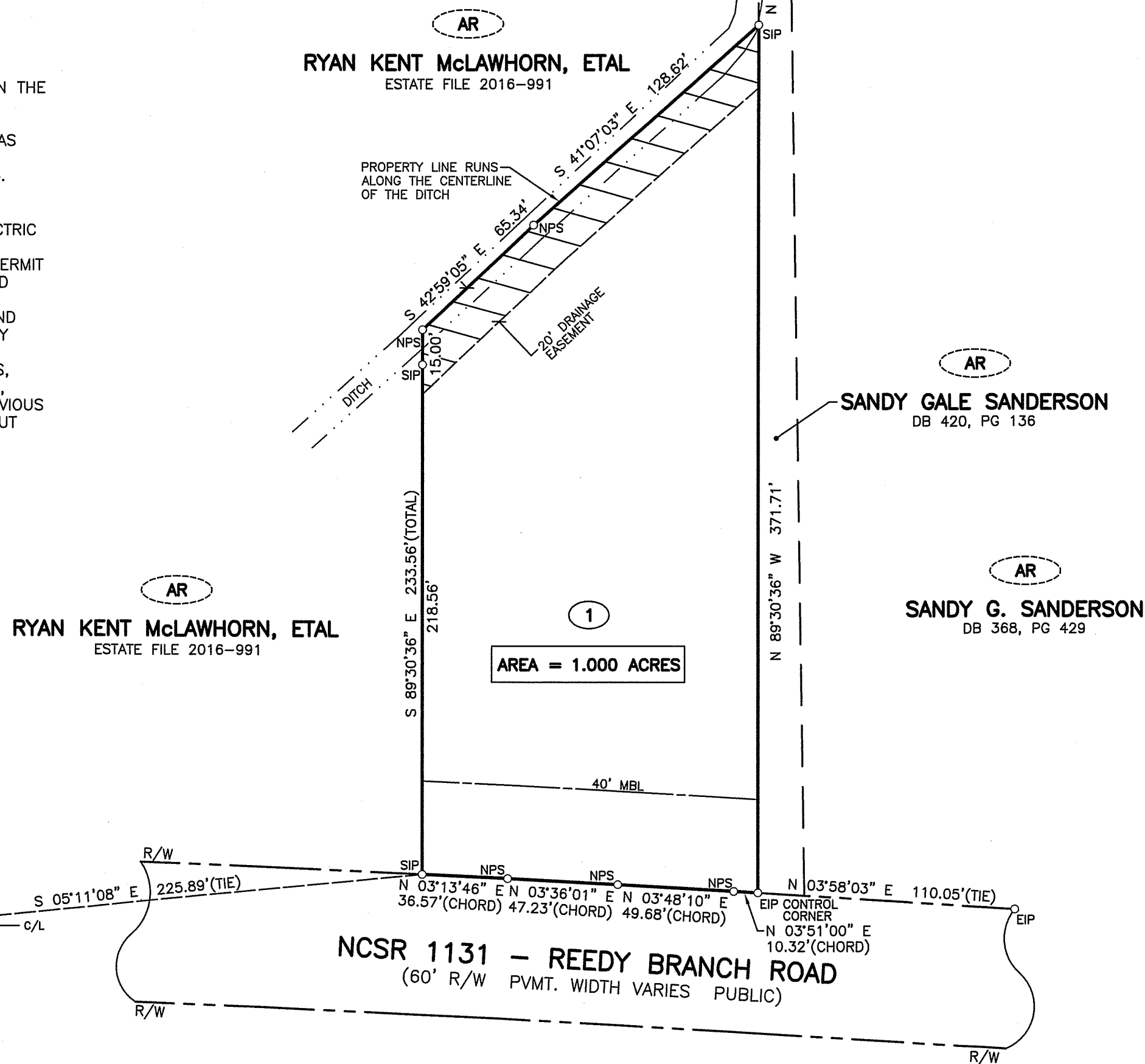
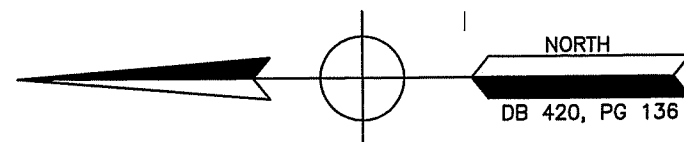


**SITE DATA**

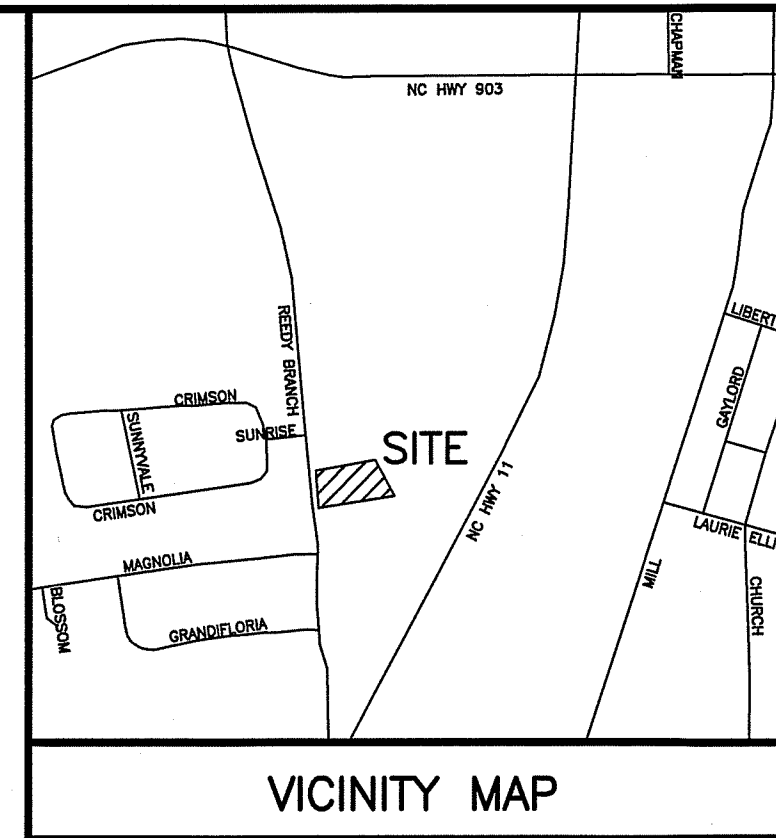
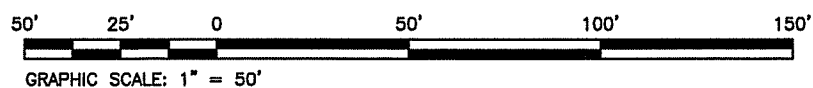
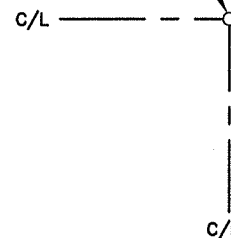
TOTAL AREA IN TRACT	1.000 ACRE
NUMBER OF LOTS CREATED	1
AREA IN COMMON AREA	0
AREA IN PARKS, RECREATION AREAS, AND THE LIKE	0
LINEAR FEET IN STREETS	0
ZONING CLASSIFICATION	AR

**GENERAL NOTES**

- ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
- THIS PLAT IS A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REFERENCE PITT COUNTY FIRM 3720467400J DATED JANUARY 2, 2004.
- REFERENCE: ESTATE FILE 2016-991 OF THE PITT COUNTY CLERK OF COURT'S OFFICE.
- THE DESIGNATION OVER WATER, SANITARY SEWER, DRAINAGE, AND ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, DRAINAGE, AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE TOWN OF WINTERVILLE.



MAG NAIL LOCATED AT THE CENTERLINE INTERSECTION OF NCSR 1131 (REEDY BRANCH ROAD) AND SUNRISE DRIVE



**VICINITY MAP**

**LEGEND**

- R/W = RIGHT-OF-WAY
- C/L = CENTERLINE
- MBL = MINIMUM BUILDING LINE
- EIP = EXISTING IRON PIPE
- SIP = SET IRON PIPE
- NPS = NO POINT SET
- PVMT = PAVEMENT
- AR = ZONING CLASSIFICATION



**CERTIFICATE OF SURVEY AND ACCURACY**

I, JOHN G. GETSINGER, JR., PLS CERTIFY THAT UNDER MY DIRECT SUPERVISION, THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY MADE BY BRAD WELLS THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1: 10,000. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM DEED INFORMATION THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY HAND AND SEAL THIS 2nd DAY OF JULY, 2018.

SIGNED *John G. Getsinger, Jr.*  
REGISTRATION NO. L-4508

**REVIEW OFFICER**

STATE OF NORTH CAROLINA  
COUNTY OF PITT

REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE \_\_\_\_\_

REVIEW OFFICER \_\_\_\_\_

SHEET 1 OF 1  
**FINAL PLAT** A PORTION OF TAX PARCEL #16207

**MARY BETH McLAWHORN**

REFERENCE: ESTATE FILE 2016-991 OF THE PITT COUNTY CLERK OF COURT'S OFFICE

WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.

OWNER: **RYAN KENT McLAWHORN, ETAL**  
ADDRESS: 5093 REEDY BRANCH ROAD  
WINTERVILLE, NC 28590  
PHONE: 252-355-2639

**Baldwin Design Consultants, PA**  
ENGINEERING - SURVEYING - PLANNING  
1700-D EAST ARLINGTON BOULEVARD  
GREENVILLE, NC 27858 252.756.1390

LICENSE# C-3498

SURVEYED: BW	APPROVED: MWB/JGG
DRAWN: JGG	DATE: 07/02/2018
CHECKED: MWB	SCALE: 1" = 50'



**SOURCE OF TITLE**

THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY CLERK OF COURT'S OFFICE AT GREENVILLE, NORTH CAROLINA IS:

ESTATE FILE 2016 PAGE 991  
DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

*John G. Getsinger, Jr.*  
NC REGISTRATION NO. L-4508

**OWNERS STATEMENT**

THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF \_\_\_\_\_

SWORN AND SUBSCRIBED TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

NOTARY PUBLIC  
MY COMMISSION EXPIRES: 03/28/19

**DEDICATION**

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE(S) TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.

SIGNED \_\_\_\_\_

ATTEST \_\_\_\_\_

**CERTIFICATE OF FINAL APPROVAL**

APPROVED FOR RECORDING BY THE TOWN COUNCIL OF THE TOWN OF WINTERVILLE, N.C. ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018 PURSUANT TO AUTHORITY OF SECTION 154.13 ON THE SUBDIVISION REGULATIONS. MUST BE RECORDED WITHIN THIRTY(30) DAYS OF THIS DATE.

\_\_\_\_\_  
MAYOR

**PLANNING BOARD**

I HEREBY CERTIFY THAT THIS FINAL PLAT WAS RECOMMENDED FOR APPROVAL BY THE PLANNING BOARD OF THE TOWN OF WINTERVILLE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018.

\_\_\_\_\_  
TOWN PLANNER

\_\_\_\_\_  
CHAIRMAN, PLANNING BOARD

Y:\DRAWINGS\18-069 MARY BETH McLAWHORN-REEDY BRANCH RD\FINAL PLAT.dwg Thu, Jul 05, 2018 - 5:04pm JGETSINGER



**Town of Winterville  
Town Council  
Agenda Abstract**

**Meeting Date:** November 13, 2018  
**Presenter:** Robert Sutton, Electric Utilities  
Director

**Item Section:** New Business

**Item to be Considered**

**Subject:** Town of Winterville Electric Territory Expansion Design and Engineering

**Action Requested:** Approval for Staff to Enter Contract Negotiations for Project Design/Development with PowerServices, Inc.

**Attachments:** Town's Request for Qualifications (RFQ); PowerServices Response to RFQ for Electrical Engineering Services

**Prepared By:** Robert Sutton, Electric Utility Director

**Date:** 11/5/2018

**ABSTRACT ROUTING:**

TC \_\_\_\_\_  FD \_\_\_\_\_  TM 11/8/2018  Final 11/8/2018

**Supporting Documentation**

The Town's electric territory, through an agreement with Greenville Utilities Commission, has expanded into areas that will require the installation of new electric infrastructure. In anticipation of this and other projects, Staff advertised a RFQ for Electric Engineering Services.

Staff received one response to the RFQ. The respondent, PowerServices has performed previous engineering work on behalf of the Town including ARC Flash Studies, Substation Design, System Expansion and Construction Administration and a Cost of Service Study. Staff has determined PowerServices possesses the required experience, technical abilities and staffing to complete the desired work.

**Budgetary Impact:** The FYE 19 Budget obligated sufficient funding for the needed engineering.

**Recommendation:** Approval for Staff to enter contract negotiations with PowerSecure, Inc. for the development and design of the required electric infrastructure required to serve the newly acquired territory.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** November 13, 2018

**Presenter:** Robert Sutton, Electric Utilities  
Director

**Item to be Considered**

**Subject:** Old Tar Road Widening Project Electric Relocation Engineering.

**Action Requested:** Approval for Staff to Enter Contract Negotiations for Project Design/Development with PowerServices, Inc.

**Attachments:** Town's Request for Qualifications (RFQ); PowerServices Response to RFQ for Electrical Engineering Services.

**Prepared By:** Robert Sutton, Electric Utility Director

**Date:** 11/5/2018

**ABSTRACT ROUTING:**

TC \_\_\_\_\_  FD \_\_\_\_\_  TM 11/8/2018  Final 11/8/2018

**Supporting Documentation**

The NCDOT has notified Town Staff of their intent to widen Old Tar Road. This project will require the relocation of the Town's electric utilities beginning near Winterfield Subdivision and continuing south just past the intersection of Worthington Road and Old Tar Road. In anticipation of this and other projects, Staff advertised a RFQ for Electric Engineering Services.

Staff received one response to the RFQ. The respondent, PowerServices has performed previous engineering work on behalf of the Town including ARC Flash Studies, Substation Design, System Expansion and Construction Administration and a Cost of Service Study. Staff has determined PowerServices possesses the required experience, technical abilities and staffing to complete the desired work.

**Budgetary Impact:** The FYE 19 Budget obligated sufficient funding for the needed engineering.

**Recommendation:** Approval for Staff to enter contract negotiations with PowerSecure, Inc. for the development and design of the required electric infrastructure relocation related to the Old Tar Road Widening Project.

# **RFQ for Electrical Engineering Services**

## **Town of Winterville**

2571 Railroad Street  
Winterville, NC 28590

NOTICE IS HEREBY GIVEN that the Town of Winterville (“Town”) is issuing this Request for Statements of Qualifications (RFQ). The Town seeks statements of qualifications from interested, independent, established and experienced electrical engineering consultant firms (“Firms”), to be received no later than Monday, July 11, 2016, at or before 2:00p.m.

The Town intends to engage a qualified engineering firm to facilitate the development of cost-effective energy/electrical projects and cost of service/financial analyses for the Town’s facilities. Qualified firms shall be free from conflicts of interest arising from financial relationships with potential suppliers, constructors, financiers, or owners of related projects or products.

The Town shall be the sole judge of the qualifications and services to be offered and its decision shall be final.

## **1.1 Town Facilities and Energy Projects Background**

The Town has a municipally owned electric distribution system serving approximately 7,000 citizens and is located in Pitt County, North Carolina. The Town’s existing facilities include two substations and one transfer station. The Town is a member of Electricities in a Non-Power Agency capacity. The Town’s peak consumption for calendar year 2015 was 16.14 MW.

The Town of Winterville has been engaged in numerous projects, including new substation and switching station construction, as well as rehab of its distribution system and expansion of its distribution system.

## **1.2 Solicitation Background**

The Town plans to complete various projects during the next five-year period including a Cost of Service Analysis, a Capital Improvement Plan, continued expansion of its distribution system and other projects it deems necessary and in its best interests.

The Town seeks the support of a Firm in the development and implementation of these plans and projects. These projects and their development may include the following services consistent with municipal, state and federal regulations:

- Development of Cost of Service Plan(s)
- Review of Rate Tariffs and their financial suitability
- Prioritization of system expansion and requirements

The Town intends to contract with a Firm that has the following minimum qualifications:

- A. Free from conflicts of interest arising from financial or other relationships with potential suppliers, constructors, financiers, or owners of related projects or products
- B. Extensive experience in the successful development of electrical distribution and transmission projects; including project costing, strategic planning, design specification, construction oversight and other associated facets
- C. Experience working with municipally owned electric systems
- D. Knowledge and understanding of applicable rules, regulations, building codes and standards
- E. Ability to provide timely, effective communication and support to the Town



The Town intends to use the responses to this RFQ to assist in the possible selection of one or more Firms for the Town's electric projects. The Town will evaluate each Firm based on the information set forth in the Response submitted, together with other information available to the Town from any other sources. The Firm's ability to develop a rapport and working relationship with Town personnel will be considered. The Town will, at its own discretion, select one or more Firms after receipt of Responses; the Town also reserves the right to not select any Firm. The Town may also request that one or more Firms participate in an interview process or the Town may implement a combination of these and/or other methods for selection.

This RFQ is solely a solicitation for Responses. Neither this RFQ, nor any Response to this RFQ shall be deemed or construed to: (i) create any contractual relationship between Town and any Firm; (ii) create any obligation for the Town to enter into a contract with any Firm or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Response.

If the Town selects a Firm for its potential electrical projects, the Town shall have the right to negotiate any and all of the final terms and conditions of any agreement with the Firm and nothing in this RFQ or any Response shall be deemed or construed as a limitation of such rights.

### **1.3 Town Goals**

The Town's desire is to achieve the following projects/goals with the assistance of the Firm(s) selected:

- A. Development of a 10 or 20-year Capital Improvement Plan
- B. Development of a Cost of Service Study
- C. Development and review of plans related to the construction, expansion or repair of the Town's distribution system, substations, switching station, etc.
- D. Any and/or all other electrical related projects the Town deems in its best interest

### **1.4 Response Content Requirements**

A. **General:** Each Response must be in writing and should be concise, well organized, and tailored to this RFQ. Each response shall demonstrate the Firms understanding of the Town's goals and the objectives. Firms will be evaluated based on the information submitted in accordance with this Section, 1.4, together with other information as may be available to the Town. Responses must include all of the information specified in this Section, 1.4, and be set forth in the same order as outlined below.

**Bid Evaluation Points: 15 points**

**B. Executive Summary:** Include an overview of the Response (maximum one page) describing the highlights of the Response, specifying the name, title, address, telephone number, and e-mail address of a single Firm representative to contact regarding the Response.

**Bid Evaluation Points: 5 points**

**C. Firm Information:** Specify or provide all of the following information:

- Legal name and address of Firm
- Name and address of the Firm's principal place of business
- Firm's legal form of entity (sole proprietorship, partnership, corporation, joint venture, etc) and state of incorporation or other organization. If Firm is a joint venture or partnership, identify all members of the joint venture or partnership and provide all information required pursuant to this Paragraph C for each member
- Firm's engagement model and fee structure (including process, scope, and commitment points)
- Evidence that Firm is authorized to conduct business in the State of North Carolina
- If company is a subsidiary or affiliate of another company or companies, identify such other company or companies

**Bid Evaluation Points: 5 points**

**D. Firm's Relevant Qualifications and Experience:** Provide all of the following information, as applicable.

Please mark "N/A" only if such information/experience is non-existent:

- Number of years Firm has been engaged in electrical engineering
- Number of qualified electrical engineers on staff available to support Town projects
- Total cost in dollars of electrical projects installed by or through the Firm's engineering efforts in the previous 5 years
- Total number of Capital Improvement Plans completed in the previous 5 years
- Total number of Cost of Service Projects completed in the previous 5 years

**Bid Evaluation Points: 15 points**

**E. Project References:** Provide five (5) references related to similar engineering services provided in North Carolina in the last five years, including for each:

- Customer name and contact information
- Exact role Firm performed for project
- Type of project
- Location of project
- Date installed and date deemed operational
- Project cost (includes construction cost and all applicable soft costs)

**Bid Evaluation Points: 10 points**

**F. Proposed Firm Team:** Provide all of the following information:

- Name of Firm's project managers and a description of such person's experience as relevant to the Town's proposed projects
- Names of team members who would be dedicated to the Town's electrical projects
- Roles and responsibilities of team members, including an organizational chart
- Brief description of team's ability to implement a successful project (history, performance of similar scope of services, etc.)
- Resumes for key members of the Firm's proposed team, including key personnel of any subcontractors that Firm proposes to use (resume package may be submitted as an attachment to the Response)
- Describe each circumstance in which the Firm ever had a contract terminated for cause or convenience and include the reasons for termination

**Bid Evaluation Points: 10 points**

**G. Firm's History:** Indicate whether there has been, within the preceding five years, any occurrence of the situations described below and, if yes, then describe in detail the circumstances surrounding each such situation and the outcome. Failure by a Firm to disclose any such situations may result in a determination that the Firm is ineligible to bid on, contract for, or perform any work in connection with any future Town projects.

Each Firm must disclose each of the following:

- Debarment (of either the Firm or any of its principal officers or owners) by any Federal, State, County, Municipal or other local agency
- Involvement as a party in any litigation, arbitration or mediation associated with an energy project (not including any action filed to validate a transaction)
- Any convictions of the Firm or any of its principal officers or owners for violation of any Federal or State antitrust law (e.g., bid rigging, collusion, or otherwise restricting competition between bidders) or other law relating to bidding or performance of public works
- Determination by a governmental or public authority, which became final or unappealable, that the Firm or any of its principal officers or owners: (i) knowingly concealed any deficiency in the performance of any contract or project; (ii) falsified any information or made deceptive or fraudulent statements in connection with any contract or project; or (iii) willfully disregarded applicable laws, regulations, rules or contractual requirements in connection with any contract or project
- The Firm has filed any claims and/or lawsuits against any public agencies in connection with any contracts or projects of such public agencies and, if yes, identify the public agency and describe the nature and the outcome of such claim and lawsuit.

Failure by a Firm to disclose any such claims and/or litigation may result in a determination that the Firm is ineligible to bid on, contract for, or perform any work in connection with District projects.

**Bid Evaluation Points: 10 points**

H. **Work Samples:** Provide two (2) sample work products relevant to CIP projects, Cost of Service Projects, Substation Installation/Rehab Projects or Distribution System Expansion/Rehab Projects in a PDF format as attachments to the Response.

**Bid Evaluation Points: 20 points**

I. **Fee Schedule and Reimbursable Expenses:** Respondents shall state their proposed hourly rates offered on a time-and-materials basis.

**Bid Evaluation Points: 10 points**

## 1.5 Additional RFQ Information

A. **Schedule of Events:** The Town anticipates the schedule of events in connection with this RFQ will be as set forth below. However, the Town reserves the right, in its sole discretion and at any time prior to entering into an agreement, to alter its anticipated schedule as related to this RFQ or any project.

Event Anticipated Dates:

- *RFQ Available: Thursday, June 9, 2016*
- *Deadline for Request for Information (RFI): Thursday, June 16, 2016, 12:00 PM*
- *Response for RFI: Monday, June 20, 2016*
- *Responses Due: Monday, July 11, 2016 at or before 2:00 PM*
- *Interviews: Through July, 29, 2016*
- *Recommendations to Council: August 8, 2016*

B. **Addenda to RFQ:** The Town in its discretion may, at any time, issue one or more addenda to this RFQ and the Town will provide such addenda to each Firm that is known by the Town to have received a copy of this RFQ. Each Firm is solely responsible for and must, in its Response, acknowledge each addendum that it has received. The Town will send each addendum to the last known addresses of the Firms, but in no event shall the Town be responsible or liable for any failure of a Firm to receive any such addendum.

C. **No Guarantee of Award of Contract:** This RFQ does not create any obligation whatsoever, either expressed or implied, for the Town to award any contract to any Firm or other party. The Town at all times retains the sole and absolute right to select the Firm that best meets the Town's needs, or to not select any Firm based on Responses to this RFQ. *The award of any contract to a Firm is subject to approval by the Governing Board of the Town ("Board").*

D. **Privacy:** The Town will open and review Responses privately to assure confidentiality and to avoid disclosure of the contents to competing Firms prior to and during the review, evaluation and negotiation process. However, the Town may, upon applicable request, disclose any Response to the extent it is a public record in accordance with North Carolina law.

E. **Confidential Information:** It is understood that information submitted in response to this RFQ and subsequent presentations may contain technical, financial, or other data that

would constitute trade secrets, the public disclosure of which possibly could injure the Firm's competitive position. To the extent the Firm reasonably determines that information in its Response constitutes trade secrets in accordance with applicable law, the Firm may seek to protect such trade secrets from disclosure by specifically identifying the pages of its Response that contain such information by properly marking such pages and inserting the following notice in its Response:

**NOTICE:** *[Insert Firm name]* believes that information on page(s) \_\_\_ of this Response identified by an asterisk (\*) or marked along the margin with a vertical line constitute trade secrets, disclosure of which possibly could injure the competitive position of *[insert Firm's name]*. *[Insert Firm's name]* requests that such information be used only in connection with evaluation of the Response or otherwise in connection with any agreement entered into by *[insert Firm's name]* and the Town, but *[insert Firm's name]* understands that disclosure may nonetheless occur to the extent the Town determines disclosure is proper in accordance with federal, state and/or local law. The Town may disclose or use any information included in a Response that is not so marked and made subject to such notice. In the event the Town receives a request for information that is properly identified and for which notice is given in accordance with the foregoing, the Town will advise the Firm of the request. If the Firm objects to disclosure of such information, the Firm, within a reasonable time, but in no event in excess of five (5) business days, shall submit to the Town a detailed statement indicating the reasons the Firm believes disclosure is not proper in accordance with Federal, State and/or local law. The Town will review such statement in determining whether disclosure is proper in accordance with applicable law. If the Firm requests that the Town resist disclosure of such information, the Town may agree to such request if the Town determines that requested information likely is exempt from disclosure pursuant to Federal, State or local law, but subject to the Firm in each such event agreeing to assume responsibility for and to pay any and all costs incurred by the Town, including, without limitation, attorney fees and expenses. The Town will exercise reasonable care in applying the requirements of this Paragraph E, but in no event shall the Town be responsible or liable for any damage or injury that may result from any disclosure that may occur of information the Firm believes constitutes a trade secret.

**F. Ownership of Documents:** All Responses and other materials submitted in response to this RFQ shall become the property of the Town of Winterville.

**G. Responsibility for Costs:** Each Firm (and not the Town) shall be responsible for any and all costs that it incurs in connection with this RFQ, including, without limitation, costs associated with preparation and submission of a Response, and expenses associated with travel to any presentation, interview or other meeting. In no event will the Town reimburse any Firm for any such costs or expenses.

**H. Modification or Withdrawal of Response:** A Firm may at any time withdraw its Response by providing written request for withdrawal to the Town. At any time prior to the deadline for submittal of Responses specified in this RFQ, a Firm may modify its Response by submitting the modified Response together with a written request to withdraw the original Response and replace it with the modified Response.

**I. Insurance Requirements:** The Town will require the selected Firm have insurance in effect at all times during the term of the resulting agreement and the Firm provide certificates of insurance indicating the Town, its employees, agents, and consultants as

additional insured, and copies of policies as evidence that the insurance is in effect. The applicable insurance requirements and limits will be established by the Town during negotiations with the Firm.

**J. Unethical Behavior:** By submitting a Response, a Firm shall be deemed to represent and warrant that neither it nor any of its agents or other representatives gave or offered to give any gratuity (in the form of entertainment, gifts, or otherwise) to any Town officer or employee with the intent or goal of obtaining favorable treatment with respect to the selection of a Firm for the Town’s electrical projects. If the Town determines that a Firm has breached or violated such warranty, the Town may terminate any agreement with such Firm, in whole or in part, and the Firm shall be responsible and liable for any associated losses and/or damages incurred by the Town. The rights and remedies of the Town pursuant to this paragraph are not exclusive and are in addition to any other rights and remedies the Town may have pursuant to law or contract.

## 1.6 Submittal Requirements

**A. Response Length:** A Response must be no more than 10 double-sided pages, in total length, (not including cover page, resume package, and sample reports). The font size of the text included in a Response must not be less than 11 points.

**B. Number of Copies:** Each Firm must submit one (1) digital copy and five (5) hard copies of its Response.

**C. Method of Delivery:** Provide digital copy by email to [ben.williams@wintervillenc.com](mailto:ben.williams@wintervillenc.com), as described in 1.6.A above to the Town prior to the due date and time. The e-mail subject line of the Response should be specified as “Response Regarding RFQ for Electrical Engineering Services.” Hard copies shall be submitted to:

Town of Winterville  
Attn: RFQ Response for Electrical Engineering Services  
2571 Railroad Street  
P.O. Box 1459  
Winterville, NC 28590

**D. Responsibility for Delivery of Responses:** Each Firm shall be solely responsible for ensuring that its Response is received by the Town prior to the deadline specified in this RFQ. The Town will not be required to consider any Response received by the Town after the submittal deadline specified in this RFQ.

**E. Deadline for Submitting Responses:** The deadline for submitting Responses to this RFQ is the date and time set forth In Section 1.5, Part A of this RFQ.

## 1.7 Requests for Information (“RFI”) Regarding This RFQ

**A. RFIs:** Questions regarding this RFQ should be set forth in writing and sent via e-mail to Robert Sutton, Electric Utility Director, at [robert.sutton@wintervillenc.com](mailto:robert.sutton@wintervillenc.com). The e-mail



subject line of each such question should be specified as “Question Regarding RFQ for Electrical Engineering Services.”

**B. Authorized person to receive RFIs:** No other person is authorized to receive questions relating to this RFQ, and the Town shall have no obligation to respond to questions sent to any other person or entity. In its discretion, the Town may disregard the Response of any Firm that, in connection with this RFQ, contacts any other Town representative including, without limitation, any member of the Town’s Governing Board, Town staff member, Consultants, Managers, etc.

**C. Responses to RFIs:** The Town will, to the best of its ability, respond to RFIs regarding this RFQ. The Town will send each question and response to the last known e-mail addresses of the Firms known by the Town to have received this RFQ, but in no event shall the Town be responsible or liable for any failure of a Firm to receive any such question and response.

**D. Deadline for RFIs:** The deadline for submitting questions regarding this RFQ is as listed in Section 1.5.A above. The Town, in its discretion, may determine not to respond to questions submitted after the deadline or may extend the deadline for submittal of Responses so that all Firms will have the benefit of responses to questions submitted after the deadline.

## **1.8 Evaluation, Award and Agreement**

### **Statements of Qualifications Evaluation:**

The Town’s Evaluation Committee will determine which, if any, statements of qualifications are in the Town’s overall best interest to accept. During the evaluation process, the Town may request additional information, clarifications, explanations and answers from any respondent. The Town may request any or all respondents to participate in a presentation and/or interviews in regard to their qualifications. The invited respondents must be available for the presentation and/or interviews within seven (7) days of the request, unless another date has been agreed upon.

The Town reserves the right to conduct negotiations with any number of respondents, as determined by the Town, for entering into contract agreements.

### **Evaluation Criteria:**

The evaluation of statements of qualifications will include but is not be limited to the following criteria:

**A. Minimum Qualifications:** Firm meets the minimum qualifications outlined in Section 1.2.

**B. Statements of Qualifications:** Completeness and clarity of qualification content as listed in Section 1.4. Company size, years in business, licenses, certifications and litigation, etc.

**C. Personnel and Staffing Resources:** Professional statements of qualifications and specialized experience of the proposed staff, including the quality of the respondent’s

professional personnel to be assigned to Town projects and the quality of the respondent's management support personnel to be available for technical consultation and/or assistance.

**D. Experience & References:** Experience and expertise of the respondent in providing similar services to other municipally owned electric systems of comparable size and scope.

**E. Fee Schedule:** Hourly rates and associated man-hours per classification for all tasks.



## Response to RFQ for Electrical Engineering Services

Response Due: July 11, 2016, 2:00 p.m.



Submitted to:

### **Town of Winterville**

Attn: Mr. Robert Sutton  
Electric Utility Director  
2571 Railroad Street  
Winterville, North Carolina 28590

Submitted by:

### **PowerServices, Inc.**

1616 E. Millbrook Road, Suite 210  
Raleigh, NC 27609  
Branch Offices: Maitland, FL & Clemson, SC

#### **Contact:**

*R.L. Willoughby, Vice President*  
1616 E. Millbrook Road, Suite 210  
Raleigh, North Carolina 27609  
E-mail: [rlw@powerservices.com](mailto:rlw@powerservices.com)  
Phone: 919-256-5902, Fax: 919-256-5939





1616 E. Millbrook Road, Suite 210  
Raleigh, NC 27609  
Toll-Free: 1-866-231-6610  
Tel: 919-256-5900  
Fax: 919-256-5939  
www.powerservices.com

July 11, 2016

Mr. Robert Sutton  
Electric Utility Director  
Town of Winterville  
2571 Railroad Street  
Winterville, NC 28590

Subject: Response to Request for Qualifications for  
Electrical Engineering Services

Dear Mr. Sutton:

PowerServices, Inc. appreciates the opportunity to offer our qualifications in response to the Town's RFQ for Electrical Engineering Services. Enclosed are five (5) copies of our response and one (1) Confidential package containing samples of our work product. We have additionally provided our response package, excluding the Confidential work samples, to Mr. Ben Williams via e-mail, as requested. We would welcome the opportunity to provide additional information regarding our company and our team members.

The staff of PowerServices have a long history in the utility business and have provided engineering consulting services for hundreds of utilities in over 30 states, including the Town of Winterville. Our senior management staff has utility experience ranging from 20 to nearly 50 years in all aspects of electric utility design, management, planning, and operations and maintenance. Each specific project or task awarded to PowerServices would be assigned the most efficient, cost-effective, and skilled and experienced personnel to deliver the highest level of engineering and management services at the most competitive cost. We have 8 staff members who have been either utility CEOs, managers, directors of utilities, vice presidents of engineering or staff engineers, or a combination thereof.

PowerServices, Inc. believes that information on pages 5, 9, 10, 19 and Attachment 2 of this Response identified with Confidential constitute trade secrets and confidential client information. The project work samples provided as Attachment 2 to this response contain client information that is not public information, and therefore has been designated as Confidential. PowerServices, Inc. requests the Town of Winterville not release, reproduce, or disclose this information in any way beyond the Town's staff evaluation of this response. PowerServices respectfully requests these materials be returned to PowerServices, with no copy retained by the Town, upon the Town's award of this contract.

The primary contact for the Town of Winterville will be myself, R.L. Willoughby, Vice President, direct phone (919) 256-5902, and cell (919) 971-9006. Our teams look forward to working with you and your staff, and stand ready to provide any services you need currently or in the future. Please contact me with any questions, or if you would like additional information or clarification regarding our submittal.

Sincerely,

R. L. Willoughby  
Vice President

rlw/sk  
Enclosures

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PowerServices is committed to serving our clients to the highest level of our profession which meet our clients' planning, operational, aesthetic, and fiscal requirements. Our high level of the combination of national and local experience and inside knowledge of utility operations sets us apart from other firms in our field. PowerServices is prepared to support our clients with a full line of electrical engineering services, including system planning and system optimization, and design of all phases of generation, distribution, transmission, and substation (to include troubleshooting, relay testing, and SCADA), system modeling, loss evaluation, construction administration, reliability improvement, and technology assessments. Other support we can provide includes cost of service studies and rate design, demand side management, energy conservation, green power solutions, power supply planning and negotiation, financial planning, and expert witness services. We continually provide our clients with Sustainable Energy Solutions and an enhanced ability to compete in an ever-changing utility market.

Since our inception, we have grown to over 70 professional staff members, including 14 Professional Engineers and 2 Professional Land Surveyors, and are continuing with this growth trend to support our clients' needs. Within the PowerSecure team we retain over 1,000 power delivery professionals providing additional support. The strength and experience of our family of companies, coupled with our many relationships within the industry, greatly enhances our ability to complete any project expeditiously and successfully. **This large and extremely experienced team of professional staff ensures we will complete projects for our clients on time and within the agreed to budget.** We know the materials, procurement methods, designs, and construction standards, as well as the many entities that impact successful construction and operation of transmission, distribution, substation, and generation projects. We strive to maintain excellent communications relationships with our clients throughout their projects, and continuing well into the future.

Our team of engineers consists of members who have designed, constructed and operated electric utility systems, including transmission lines, substations, generating plants, and extensive overhead and underground distribution systems throughout the United States. PowerServices has provided services to over 100 municipal clients in the 10.75 years since our inception, and our typical clients are municipal and cooperative utilities. Our staff includes individuals with extensive Public Power experience, including serving on large joint action Power Agencies, and serving as city managers and directors of municipal utilities, which provides us a unique insight into municipal projects. The team has experience working for and interfacing with over 300 electric utilities in over 40 states spanning over 40 years. We have a history of 100% project success. Our primary engineering business is from repeat utility clients, and we are driven to maintaining this as a cornerstone of who we are as an organization.

**PowerServices' primary liaison with the Town will be R.L. Willoughby**, Vice President, office phone (919) 256-5902, cell (919) 971-9006, e-mail [rlw@powerservices.com](mailto:rlw@powerservices.com), 1616 E. Millbrook Road, Suite 210, Raleigh, NC 27609. Mr. Willoughby has over 45 years of experience working with all aspects of utility operations and management, including 8 years as an electric utility director, and 7 years as a city manager. From January 2000 through December 2005, Mr. Willoughby served on the Board of Directors for two nationally recognized Joint Municipal Power Agencies, and one Joint Municipal Assistance Agency.

PowerServices, Inc. is a corporation formed in 2005 in the State of North Carolina to provide the highest level of electrical engineering services to municipalities, cooperatives, utility consumers, universities and governmental agencies, regulatory entities, and investor owner utilities involved in the procurement of energy services and in the ownership, planning, operation, regulation, and financing of electric utility systems. PowerServices was licensed in North Carolina as a corporation in September 2005, and as an engineering firm holding license number F-1131. PowerServices is a wholly owned company of PowerSecure, Inc., who just recently became a wholly owned company of Southern Company's unregulated business, one of the largest investor owned utilities in the United States. Our main business offices are located at 1616 E. Millbrook Road, Suite 210, Raleigh, North Carolina 27609, main phone (919) 256-5900, and fax (919) 256-5939. Our corporate offices are located at 1609 Heritage Commerce Court, Wake Forest, NC 27587, and we have branch offices located in Clemson, South Carolina, and Maitland, Florida.

PowerServices' Corporate Officers are:

Gregory L. Booth, PE, President  
Peter J. Rant, PE, Vice President  
Sidney Hinton, CEO  
William C. Forness, Secretary

R.L. Willoughby, MSA, Vice President  
Linda J. Kushner, EE, MBA, Vice President  
Chris Hutter, CFO

Our firm's experience includes electrical, mechanical, and civil engineering, along with surveying, through every aspect of construction and operation of electric systems. Collectively, the focus of the companies is to enhance clients' abilities to meet their customers' needs through reliability, efficiency, and overall cost savings in supplying and delivering power. We have the ability to incorporate all necessary resources for a project as may be requested by the Town.

As demonstrated by the representative experience included in our response, we have the depth of knowledge needed to most successfully assist the Town with its design, specification, and engineering for its generation, transmission, substation and distribution projects, along with any planning and evaluating needs. PowerServices is prepared to support the Town of Winterville with a full line of electrical engineering services, including:

- Planning and design of all phases of transmission (overhead and underground), distribution (overhead and underground including coordination of other utility systems), and substation and relaying (to include troubleshooting, relay testing, and SCADA implementation),
- Our services include planning and design, construction estimation, development of specifications and drawings, bidding, review and response to technical requests for information, evaluation and recommendation, executed contracts when needed, construction administration and reliability improvement, surveying and staking, and commissioning of substations,
- System planning, system modeling, loss evaluation, load flow studies, and fault analysis,
- A unique feature of our capabilities is our ability to assist with storm restoration planning, distribution system facilities hardening, management and engineering during recovery, and accounting assistance in the recovery of FEMA funding, and
- Other support we can provide includes cost of service studies and rate design, demand side management, energy conservation, green power solutions, power supply planning and negotiation, financial planning, and expert witness services.



Following is a representative listing of services provided by PowerServices, and we would welcome the opportunity to provide any or all of these services to the Town.

### Generation, Transmission, & Distribution Design and Management

- Project Planning and Studies
- Cost Estimation
- Routing and Right-of-Way Acquisition
- Detailed Specifications
- Plan and Profile Drawings
- Inventory and Condition Assessment
- Overhead and Underground Design
- Contract Preparation and Bidding
- Material Procurement
- Permitting
- Construction Staking
- Construction Management and Closeout Documents
- D.O.T. Relocation Projects
- Joint Use and Make Ready
- RUS, Municipal, Federal, State and Other Formats
- NESC Compliance



### Substation Design and Management

- Planning and Siting
- Site and Structure Layout
- Grading and Erosion Control Plans
- Foundations and Oil Containment Systems
- Grounding Evaluation and Design
- Relaying and Coordination
- Material and Equipment Procurement
- Labor Contract Preparation and Bidding
- Permitting
- Construction Management
- Integrated with Transmission Design
- Overhead and Underground Circuit Exits
- Evaluation of Substation and Delivery Point Options
- SCADA Implementation
- AMI and AMR Systems Implementation



### Planning and Quality Improvement

- Long-Range Planning
- Best Practices Analyses
- Construction Work Plans
- Regionalization Analysis
- Privatization / Municipalization Studies
- Risk Analysis



## Technical Studies

- Coordination Studies
- Arc Flash Studies
- Reliability Studies (Sectionalizing) and Insulation Coordination
- Rate Issues and Studies
- Ground Resistivity Studies
- Lightning Protection Systems
- Capacitor Studies
- System Improvement Analysis
- Distributed Generation
- Reliability Analysis and Recommendations
- Instrumentation and Control



## Other Services

- NERC Compliance and Reporting
- Legislative and Regulatory Filings and Testimony
- Cost-of-Service and Rate Studies
- Power Supply Contracts and Negotiations
- Losses & Utility Billing Practices Evaluations
- Pole Attachment Agreements
- Customer Service Policies & Practices Evaluations
- Utility Privatization
- Federal Projects
- Design-Build/EPC Turnkey Delivery
- Instrumentation and Control Systems

## Utility Lighting Design

- Street Lighting - D.O.T. and AASHTO
- Area and Parking Lots, Security, Decorative
- Specialty Poles and Luminaires
- Full Line of LED Solutions

## Relay Testing and Commissioning Services

- Relay Testing and Calibration
- Troubleshooting
- Substation Checkout and Commissioning
- Distributed Generation Checkout and Commissioning
- Evaluation of Equipment Maintenance Requirements
- ISO Interconnection Design, Evaluation, and Assistance





PowerServices has been providing engineering services for the past 10.75 years, and we have grown to over 70 professional staff members, including 14 Professional Engineers and 2 Professional Land Surveyors, and are continuing with this growth trend to support our clients' needs. Within the PowerSecure team we retain over 25 Professional Engineers and Professional Land Surveyors, along with over 1,000 power delivery professionals providing additional support. The strength and experience of our family of companies, coupled with our many relationships within the industry, greatly enhances our ability to complete any project expeditiously and successfully. **This large and extremely experienced team of professional staff ensures we will complete projects for our clients on time and within the agreed to budget.**

We offer our clients some of the most experienced personnel in the electrical engineering field, and the key personnel are our project team leaders. Our senior professionals have ranging from 26 to 49 years of experience providing any and all services our clients have requested, including design, evaluation, and maintenance of electrical systems, Engineering Procurement & Construction ("EPC") substation and distribution projects, electrical/electronics instrumentation and control equipment evaluation and implementation, investigation studies, electric system evaluations and reports, and all aspects of the electrical engineering consulting field. Our staff includes individuals with extensive experience in solar energy and microgrid EPC projects, and who have provided services for utility scale, statewide associations, and large industrial, and commercial installations across the country. Our parent company, PowerSecure, is a leader in the industry of DSM and provides peak shaving remote management to many of our municipal clients.

PowerServices has continued to meet our clients' needs within the project's budget and schedule for services we have delivered to date. PowerServices has provided engineering services in the last five years Below is the summary list requested by the Town of Winterville regarding projects our teams have performed over the past 5 years, followed by our typical project approaches to many of our design projects which provides an overview of our project approach methodology developed to ensure our projects are completed in a timely and efficient manner, while complying with all regulations in the industry and with all the Town's requests and requirements.

### Project Summary for Past 5 Years

#### **Confidential Begins**

- Total cost of electrical projects installed by or through PowerServices' engineering efforts (**Engineering cost only**) \$28M

#### **Confidential Ends**

- Total Capital Improvement Plans Completed 24
- Total Cost of Service projects 12

### Typical Project Approaches

PowerServices will provide any or all of the engineering design, contract administration and all construction administration or EPC services for any transmission, substation and distribution projects requested by the Town of Winterville, and all of these services will be provided in compliance with all Federal, State, and Local, prevailing laws, regulations, and standards, as well as the Town's standards and requirements. PowerServices will prepare all

contract documents necessary to successfully bid, evaluate and provide recommendation on standard bid forms to the client, respond to all vendor and contractor requests for information, and execute contracts or otherwise award the materials and construction portions of the project to the successful vendor or contractor, as requested by the client.

PowerServices will provide complete design and bid packages to the client for each step of any of the projects for review and modification, as required. We want to ensure the client is very satisfied with the final product. We cannot emphasize enough how important a priority this is to every member of our project team. To retain the basic style of construction and maintain a continuity of construction materials utilized by the client's past electrical facilities, PowerServices will use a similar design philosophy in its design approach with the proposed transmission, substation, and/or distribution projects. Based upon any input from the client's staff, we will specify preferred materials and framing to meet long-term operating and maintenance preferences and requirements.

We believe clarity of scope prior to commencement of the project is the basis for good communication with the client. We will provide the Project Manager with frequent updates on the status of completion of individual tasks, and will provide prompt responses and resolutions for all questions that arise throughout any project, and meet any timeline required by our clients.

### **General Engineering Projects**

R.L. Willoughby will serve as the PowerServices liaison and project coordinator with the Town. Mr. Willoughby is extremely experienced and capable of providing many of the services anticipated directly to the client, and has extensive experience with both design and management of a wide range of generation, substation, transmission, distribution, and planning projects.

### **Transmission Projects**

PowerServices has extensive capabilities to provide transmission line design projects. This is additionally representative of our distribution line design and construction administration capabilities. PowerServices is providing a condensed summary of our transmission line project methodology following.

As required, PowerServices would obtain soil borings from a qualified firm in accordance with the Town's procurement regulations. Our in-house civil engineer, based upon the design requirements, would prepare completed foundation designs. The PowerServices team assembled for transmission line projects includes some of the most experienced experts with transmission design and construction, project bidding, and construction administration in the country. The team includes key individuals with nearly 200 cumulative years OF experience with similar projects. The team has unique and special experience with similar projects throughout the eastern United States, including transmission line design and construction, National Electrical Safety Code and other standards, overhead line strengthening, underground transmission design, and other types of transmission construction.

PowerServices would provide complete design and bid packages to the client at each step of the Transmission Line project for review and modification, if required. We would monitor the construction, as requested by the client. We believe strongly in the importance of communicating deficiencies and "punch list" items to the construction contractor as the

project progresses to minimize the clean-up required prior to project closeout. Lastly, we would conduct a final inspection of the line, and obtain approval by the client that the contractor had fulfilled all contractual obligations. PowerServices would provide a closeout package, and a recommendation for final payment, to whatever extent the client would request.

### **Distribution Projects**

Our distribution project approach is similar to managing a transmission project, however, the pace and concurrent steps in distribution design are typically completed much faster and may require multiple "staging" or design teams. After the initial notification of a prospective project by the client we begin by obtaining as much information as possible about the project and its location including searching online aerial photograph and mapping data. This also helps prepare us for our on-site visit with the client to discuss the project and obtain the necessary data for our engineering budget and task submittals.

Distribution projects are normally driven by changing system conditions and may have an immediate priority, such as supporting a new load, mid-term priority such as for a DOT relocation, or may be for longer term system improvements to support the client's Long-Range Planning needs. As with transmission and substation projects, PowerServices begins distribution projects by reviewing parameters with the client. We prepare and review a Distribution Design Data Summary, and often we will meet with operations and warehouse personnel to ensure a smoother design process. PowerServices brings a particular strength to distribution projects from a vast background in both overhead and underground distribution standards, planning, design, and construction. Our team members have authored standards, such as the TVPPA Distribution Design Guidelines, and have been active in the IEEE Distribution Reliability Subcommittee, and our designs incorporate the latest technology and developments.

It is difficult to concisely cover all of the aspects that may come into overhead and underground distribution projects. However, some examples illustrate how PowerServices brings value to our clients. We review each line design in the context of the client's long term needs and offer any possible considerations (such as capacity) we see up front. Specifics such as lighting roads to AASHTO levels (PowerServices regularly performs detailed lighting calculations using industry software) or placing poles around possible future driveways might come into play. High reliability lines might require some special materials or routing, and we address these items up front. Underground distribution may consist of complex downtown feeder construction or basic subdivisions. Again, PowerServices searches for optimum cost-effective solutions. We recently completed a series of large scale projects which incorporate decorative and utility lighting, special controls, and joint utility duct banks. All underground construction requires careful planning due to its cost and the difficulty of modifying it in the future. Our scoping and routing approach prevents future costly problems and conflicts, particularly since we consider all other occupants of the right-of-way, including both dry and wet utilities. All distribution designs are delivered in the format(s) preferred by our clients and designed to their standards. As with other projects, our scope can include contract bidding and procurement steps.

### **Substation Projects**

We will provide the client with frequent updates on the status of completion of individual tasks, and on all questions and solutions that arise throughout any project. We cannot



emphasize enough how important a priority this is to every member of our team. Project success is driven by good communication. We utilize a comprehensive Substation Project Design, Procurement, and Management Checklist, with over 70 major task components and over 500 subparts, to assure PowerServices and the client have fully communicated and developed every option and component. Our team has designed virtually every type of station in use, including designs on the side of a mountain. Our designs are intended to achieve construction cost economies and operating economies as well as high reliability, ease of operation, and safety. PowerServices has provided designs that include transmission and distribution substations, including voltages through 500 kV and over 500 MVA. Our team has completed designs for many clients throughout the eastern United States, many of which are for municipal utilities and large, medium, and small cooperatives.

The design of substation foundations normally requires soil boring investigations, and we will coordinate the acquisition of soil borings from a qualified firm in the area where the substation is to be constructed. We will also acquire soil resistivity data, as needed, for review of ground grid design. Foundations will be designed in house by one of our civil engineers. We will supply soil data and structure loading details to one of our civil engineers, who will provide the completed foundation designs to us based upon the design requirements. Our design processes follow a series of systematic sequential tasks similar to the sample Scope of Work which follows. PowerServices will provide a detailed Scope of Work for each project the client is considering, and will provide the client's Engineering Staff with frequent updates as the design progresses and alternative solutions that arise throughout the project are decided. Any number of relatively minor changes that can be easily incorporated into the design will be accommodated without any additional charges. PowerServices will also provide complete design and bid packages to the client for each step of the substation project for review and modification.

### **Relay Testing**

Barker Edwards with 43 years of experience leads our staff of outside plant personnel involved in substation and generator testing and evaluation. Our staff maintains the equipment to test all types of relays and reclosers including the latest electronic versions. On numerous occasions our staff has located problems with generators and circuit breakers that no one else could find. John Dickens with 53 years of experience, is available to decipher the most difficult relay application problems.

### **Planning Studies, Environmental Studies, Assessment Reports, Other Special Services**

PowerServices' team for Planning Studies and Assessments consists of Gregory L. Booth, PE, R.L. Willoughby, MSA, Linda J. Kusher, MBA, H. Monty Montsinger, PE, and technical and administrative personnel as required. PowerServices brings one of the most experienced system planning teams in the country to our utility clients. In fact, special studies and analyses are a significant part of our overall value engineering portfolio.

### **SCADA, DA, and Smart Grid**

Mike White, PE and Mike Jenkins, PE are specialists in the design, installation, and operation of SCADA, Distribution Automation, and the implementation of smart grid technology. They have faced the problems associated with system integration on several occasions. They are also familiar with the techniques used to expand SCADA and smart grid metering to integrate outage management software (OMS).

**Confidential Begins**

PowerServices provided all engineering and was the primary engineer for all the following projects. The projects provided below are similar to projects indicated in the Town of Winterville’s RFP, but are not all projects PowerServices has performed for these clients. The amounts provided below are the engineering fees for each project, are rounded, and most do not include construction amounts. PowerServices will provide construction costs to the Town of Winterville upon request when indication of award of Contract is provided to PowerServices.

Description	Reference
<p><b>Client Reference No. 1</b> Main Line of Business Principal Address Contact Name and Title Contact Telephone Number Services Provided Past 5 Years</p>	<p>ElectriCities of North Carolina / NCEMPA / NCMPPA #1 Municipal Trade Organization / Power Agency 1427 Meadow Wood Drive, Raleigh, NC 27609 Cecil Rhodes, Director of NCEMPA (919) 760-6231  <ul style="list-style-type: none"> <li>• Relay Testing, calibration, and reprogramming for various municipalities 2011-2016 \$46,000</li> </ul> </p>
<p><b>Client Reference No. 2</b> Main Line of Business Principal Address Contact Name and Title Contact Telephone Number Services Provided Past 5 Years</p>	<p>City of New Bern Municipal Utility 303 First Street, New Bern, NC 28562 Jon Rynne, Director of Utilities (252) 639-2820  <ul style="list-style-type: none"> <li>• Miscellaneous Engineering 2012-2015 \$48,500</li> <li>• AMI/DSM System Consulting 2012 \$165,000</li> <li>• Highway 70 Feeder Design 2012 \$3,600</li> <li>• SCADA System Evaluation, Procurement, Implementation 2014-2015 \$60,000</li> </ul> </p>
<p><b>Client Reference No. 3</b> Main Line of Business Principal Address Contact Name and Title Contact Telephone Number Services Provided Past 5 Years</p>	<p>Public Works Commission of the City of Fayetteville Municipal Utility 955 Old Wilmington Road, Fayetteville, NC 28302-1089 John Sidebotham, Electrical Engineer II (910) 223-4109  <ul style="list-style-type: none"> <li>• Fault Current Study 2015 \$13,000</li> <li>• Addison Ridge Apartments Feeder design, procurement, construction administration 2013 \$8,000</li> <li>• Camden Road B 69 and 12.47/7.2 kV Distribution NCDOT Relocation design, procurement, staking, construction administration 2015 \$180,500</li> <li>• Camden Road C Distribution NCDOT Relocation design, procurement, staking, construction administration Ongoing \$290,000</li> <li>• I-295 Outer Loop Distribution Relocation design, procurement, construction administration 2015 \$72,500</li> <li>• NCDOT W-5206I 12.47/7.2 kV Distribution Relocation design, procurement, staking, construction administration 2015 \$51,500</li> <li>• 5 Year CIP 2015 \$109,000</li> <li>• Legion Road Distribution NCDOT Relocation design, procurement, staking, construction administration Ongoing \$158,000</li> </ul> </p>

Description	Reference
<b>Client Reference No. 3</b> <b>(Continued)</b>	<ul style="list-style-type: none"> <li>• Raeford Road Distribution NCDOT Relocation design, procurement, staking, construction administration Ongoing \$230,000</li> <li>• Reilly Road Distribution Upgrades design Ongoing \$21,500</li> <li>• Owen Drive Distribution Upgrades design Ongoing \$17,500</li> <li>• Bragg Boulevard and Rowan Street Distribution Upgrades Ongoing \$62,000</li> </ul> Military Business Park Distribution Feeder Tie design, permitting, procurement, construction administration Ongoing \$19,000
<b>Client Reference No. 4</b> Main Line of Business Principal Address Contact Name and Title Contact Telephone Number Services Provided Past 5 Years	City of Rocky Mount Municipal Utility 331 S. Franklin Street, Rocky Mount, NC 27804 Richard Worsinger, Director of Public Utilities (252) 972-1271 <ul style="list-style-type: none"> <li>• Annual Financial Forecasts Annually from 2011-2015 \$65,000</li> <li>• Cost of Service Study 2015 \$36,000</li> <li>• New 230 kV North POD No. 4 design, procurement, construction administration 2015 \$3.07M engineering &amp; construction</li> <li>• New 69 kV Substation No. 8 design, procurement, construction administration 2015 \$1.98M engineering &amp; construction</li> <li>• Hunter Hill Road 69 kV Transmission and 12.47/7.2 kV Distribution NCDOT Relocation Ongoing \$43,500</li> <li>• Long Range Plan 2015 \$52,500</li> <li>• Country Club Road Distribution NCDOT Relocation 2014 \$75,500</li> <li>• Substation Nos. 6 and 7 Rebuild design, procurement, construction administration Ongoing \$76,000</li> </ul>
<b>Client Reference No. 5</b> Main Line of Business Principal Address Contact Name and Title Contact Telephone Number Services Provided Past 5 Years	Town of Tarboro Municipal Utility 2206 Howard Avenue, Tarboro, NC 27886 Buddy Harrison, Director of Utilities (252) 641-4280 <ul style="list-style-type: none"> <li>• Calibration of substation relays Ongoing \$21,000</li> <li>• Cost of Service study 2015 \$46,000</li> <li>• Relay changeout project 2012 \$20,000</li> </ul>
<b>Client Reference No. 6</b> Main Line of Business Principal Address Contact Name and Title Contact Telephone Number Services Provided Past 5 Years	Town of Wake Forest Municipal Utility 401 Elm Avenue, Wake Forest, NC 27587 Mike Barton, Director of Public Works (919) 554-6123 <ul style="list-style-type: none"> <li>• 20 Year Long-Range &amp; Asset Management Plan 2012 \$17,500</li> <li>• Miscellaneous Engineering Services 2011-2015 \$86,000</li> <li>• John B. Cole Substation design, procurement, construction administration 2015 \$1.82M engineering &amp; construction</li> <li>• Highway 98 Substation design, procurement, construction administration 2015 \$3.52M engineering &amp; construction</li> </ul>

**Confidential Ends**



PowerServices' project teams are overseen by Gregory Booth, President, a professional engineer licensed in 23 states and the District of Columbia with over 45 years of experience providing services to electric utilities in 40 states. This principal and senior project manager has provided consulting and design and construction services for generation, transmission, switching station and substation projects and interconnections along with distribution and planning services across all elements of electric utility engineering. Mr. Booth's experience includes electric utility construction, operation and maintenance, including development of standards for utility clients, state regulatory commissions, and hands-on training for utility workers on NESC, NEC, OSHA, and risk management and safety. Mr. Booth has written manuals for the National Rural Electric Cooperative Association, Tennessee Valley Public Power Authority, and others, and has provided modifications for cooperatives, cities, and IOU's. Mr. Booth has been accepted as an expert in nearly all areas of electric utility engineering, utility construction, personnel safety, and job analysis, including NESC, NEC, and OSHA safety manual and code application, before regulatory commissions, and state and federal courts. Mr. Booth has advised clients on municipal financing and written engineering reports as a part of an Official Statement.

A Vice President of PowerServices, R.L. Willoughby, spent the first 30 years of his career operating municipal electric utilities as line superintendent, utility director, and city manager. He has firsthand experience in financial planning, cost of service, safety/job analysis, risk management, and project management. Mr. Willoughby consults with our clients on NERC requirements.

Also serving as a Vice President of PowerServices, Peter Rant, manages a wide range of utility design/build projects including interfacing with our own construction personnel. He has authored design and construction standards for the Tennessee Valley Public Power Association (TVPPA), and has been directly involved in a wide array of transmission and distribution projects over the last 23 years for municipal public power clients throughout the United States.

Following are resume summaries for our primary key personnel, and detailed resumes are provided in Attachment 1 to this submittal.

**Gregory L. Booth, PE**, President of PowerServices since its inception (Raleigh, NC Offices), obtained his B.S in electrical engineering from N.C. State University in 1969 and is a Registered Professional Engineer in 23 states and the District of Columbia. Mr. Booth has over 45 years of experience in engineering, financial, and management services experience assisting local, state, and federal government units, municipal electric systems, rural electric and telephone cooperatives; investor-owned utilities, industrial customers and privately owned businesses, including some 300 utility clients in 38 states. Mr. Booth obtained He brings this wealth of experience to bear in management consulting and representing clients as an expert witness in regulatory proceedings, private negotiations, and litigation.

**R.L. Willoughby, MSA**, Vice-President of PowerServices since its inception (Raleigh, NC Offices), obtained his M.S.A. from Central Michigan University in Science Administration in 1992, and has over 45 years of experience with operations, maintenance, and management of utility systems. He has worked with all aspects of utility operations and management, including 8 years as an electric utility director, and 7 years as a city manager. From January 2000 through December 2005, he served on

*the Board of Directors for two nationally recognized Joint Municipal Power Agencies, and one Joint Municipal Assistance Agency.*

**Peter J. Rant, PE**, Vice President of PowerServices since its inception (Raleigh, NC Offices), obtained his B.S. in electrical engineering from Clarkson University in 1990 and is a Registered Professional Engineer in over 10 states. Mr. Rant has 26 years of experience in engineering and management experience dealing with electric transmission, distribution and communications systems. He has provided consulting services to municipal electric systems, electric cooperatives, investor-owned utilities, as well as federal and state facilities and universities in the areas of overhead and underground electric transmission and distribution since 1994. His experience also includes system planning and design, condition assessment, valuation, and privatization, as well as construction management. Mr. Rant has also specialized in overhead to underground conversion projects (including one project of over 88 miles of electric distribution), utility lighting projects, DOT relocations, and government and university campus electric systems. Mr. Rant has recently assisted the State of Mississippi Development Authority Energy Division in the production of a Sustainable Project Toolkit for local governments in Mississippi.

**Linda J. Kushner, MBA**, Vice President (Raleigh, NC Offices), has 28 years of experience in the electric power industry, many of which were with one of the largest utilities in the U.S., Duke Energy Progress, holding various positions in business development, account management and engineering. She has broad experience in renewable and alternative generation, energy efficiency, energy management, utility operations, and wholesale energy markets. Her focus area includes wholesale power, renewables, and related regulatory policies.

**H. Michael Taylor, PE**, Director of Substation & Relay Engineering (Raleigh, NC Offices), is a Registered Professional Engineer with an MBA and over 44 years of experience in engineering, operations, maintenance and management of electric utility systems. He has worked with one investor-owned utility, one electric cooperative, and two municipal electric systems, in addition to being a consultant for dozens of cities and other utilities. He has been responsible for the design/construction of 38 new or major modification substation projects, and for the operation and maintenance of 47 substations through his 18 years of electric utility employment.

**Michael E. Jenkins, PE**, SC Division Manager and Senior Project Manager (Clemson, SC Offices), is a registered professional engineer in several states with 32 years of experience working with electric utilities in nearly all aspects of power system engineering, system operations and utility management. His involvement with utilities across the nation has provided a wide ranging perspective of E&O practices, power supply issues and Smart Grid Challenges. This experience proves to be a fundamental asset as he routinely provides instruction to fellow industry personnel and leaders through training classes and publications. He received his Bachelor of Science Degree in Electrical Engineering from Clemson University, Clemson South Carolina. He is a member of IEEE – PES, National Society of Professional Engineers, Clemson University Power Engineering and Research Association and Professional Educators of Technical Colleges.

**Lloyd D. Shank, Jr., PE**, FL Division Manager and Senior Project Manager (Maitland, FL Offices), is a registered professional engineer in North Carolina and Florida with 42 years of experience in engineering, design, and management experience. As a utility director in High Point, N.C. he was responsible for management, engineering, operations, and customer service for over 50,000 utility accounts. While in High Point he managed two utility billing conversions, including oversight in writing a complete set of software specifications. Mr. Shank led a group who compiled customer service specifications for the 72 North Carolina municipal power systems. He was also involved in recommending construction standards and material specifications for all 72 North Carolina municipal electric systems. Mr. Shank has recently performed system loss studies and long range planning for two Florida cities. He also has experience with supervising distribution, transmission, and substation

*maintenance and testing, as well as with managing storm recovery and system planning projects. His experience also includes duct and manhole underground distribution systems. Mr. Shank recently provided seminars on insulation coordination and arc flash to the FMEA E&O Workshop, and recently contributed an article on electric system planning in the January 2010 issue of Relay magazine. Mr. Shank is a former President of FMEA, and served on the Board of Directors and the Risk Oversight committee of FMPA.*

The team additionally has unique and special experience with coastal projects in throughout the southeastern United States, including overhead to underground conversion, overhead line strengthening, submarine cable, and other types of coastal construction. Listed below is a sampling of some of these projects.

**Hurricane Katrina Hardening Projects** - Following the devastation of Hurricane Katrina, the UtilityEngineering/PowerServices team completed some thirty million dollars of hurricane hardening projects which have included overhead to underground conversion of many miles of electric lines, ATT lines, and CATV lines, including work for the VA Hospital in Biloxi, MS, the Naval Construction Battalion Center in Gulfport, MS, the Air National Guard Base in Gulfport, MS, the Stennis Space Center in Mississippi, and other industrial facilities along the Gulf Coast.

**Coastal Islands Hazard Mitigation Project** - The team includes the project manager and engineer of record for this FEMA funded project, along with several other key team members. Over a 3 year period, Brunswick EMC in North Carolina converted 88 miles of overhead distribution lines to underground to mitigate against the high cost and impact of hurricanes on four barrier islands, including Oak Island, Sunset Beach, Holden Beach, and Ocean Isle.

**Sanibel and Captiva Island Distribution Projects** - One team member developed overhead and underground options, and completed designs for Lee County Electric Cooperative, located in Florida, to improve reliability on these sensitive barrier islands.

**Tangier and Smith Islands** - Completed several underground distribution projects on these islands located in Virginia.

**Cape Hatteras Electric Cooperative Projects** - Team members have completed numerous projects in North Carolina, including underground subdivision designs, overhead transmission lines, and submarine cable to Ocracoke Island. After Hurricane Isabel, team members assessed the feasibility and cost of a major underground boring project to provide emergency relief to Hatteras Village.

**City of Rocky Mount, NC** - Team members designed and oversaw the construction of conversion of a major portion of the downtown area to underground, including 69 kV transmission, and coordination of traffic signaling, telephone, CATV, and other utilities.

**Town of Smithfield, NC** - Similar to the project in Rocky Mount, team members developed costs for and, ultimately, converted the downtown area from overhead to underground, including installing decorative lighting and coordination with Sprint Telephone Company.

**NRECA Underground Standards Manual** - Team members edited and authored sections of this national standard on underground distribution construction.

**TVPPA Standards for Transmission and Distribution** - Team includes the project manager and editor of the most recent complete re-write of this major standard for distribution line construction used by over 160 public utilities. The manual includes standards for both overhead and underground electric distribution.



Following are project team organizational charts for our main design and planning teams.

# Corporate Team Leaders



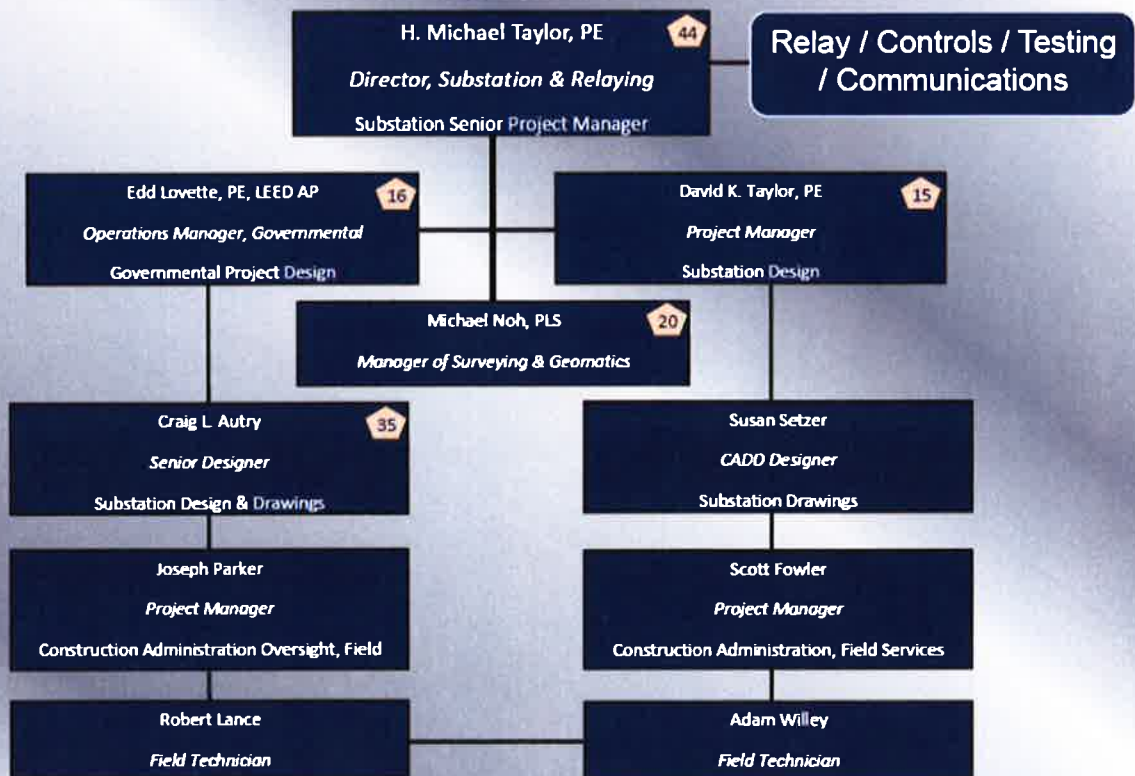
# System Planning, Power Quality, Cost of Service and Rate Studies



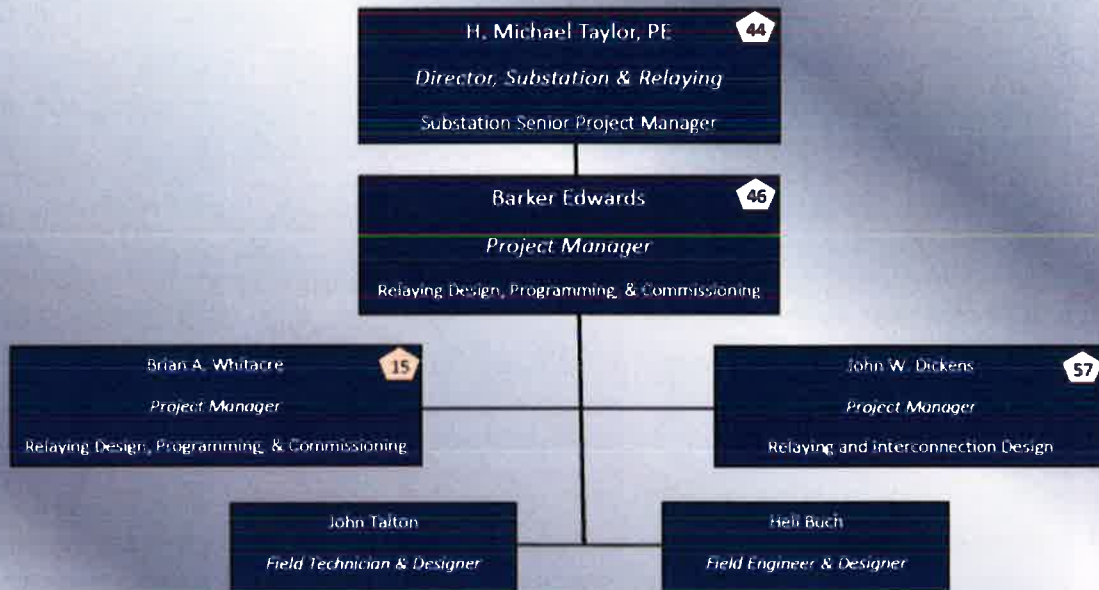
# Transmission and Distribution



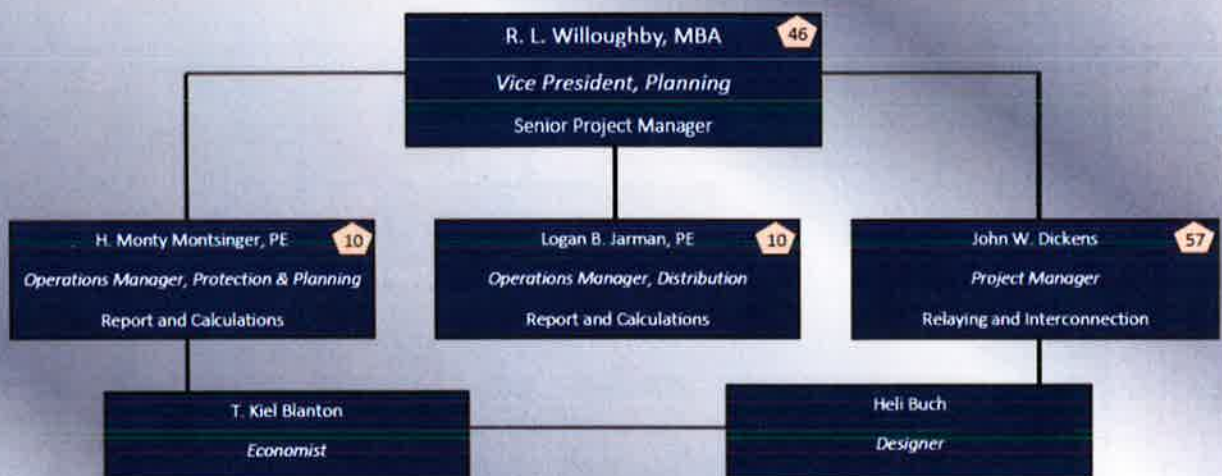
# Substation Design



# Relay/Controls/Testing/Communications



# Relay Protective Coordination/Load Flow Analysis





PowerServices has **not** had any of the following situations occur throughout our firm's history.

- Debarment (of either the Firm or any of its principal officers or owners) by any Federal, State, County, Municipal or other local agency
- Involvement as a party in any litigation, arbitration or mediation associated with an energy project (not including any action filed to validate a transaction)
- Any convictions of the Firm or any of its principal officers or owners for violation of any Federal or State antitrust law (e.g., bid rigging, collusion, or otherwise restricting competition between bidders) or other law relating to bidding or performance of public works
- Determination by a governmental or public authority, which became final or unappealable, that the Firm or any of its principal officers or owners: (i) knowingly concealed any deficiency in the performance of any contract or project; (ii) falsified any information or made deceptive or fraudulent statements in connection with any contract or project; or (iii) willfully disregarded applicable laws, regulations, rules or contractual requirements in connection with any contract or project
- The Firm has filed any claims and/or lawsuits against any public agencies in connection with any contracts or projects of such public agencies and, if yes, identify the public agency and describe the nature and the outcome of such claim and lawsuit.

**NOTICE:** PowerServices, Inc. believes that information on pages 5, 9, 10, 19 and Attachment 2 of this Response identified with “**Confidential**” constitute trade secrets and confidential client information, disclosure of which possibly could injure the competitive position of PowerServices, Inc. or release client information that should not be disseminated to the public. PowerServices, Inc. requests that such information be used only in connection with evaluation of the Response or otherwise in connection with any agreement entered into by PowerServices, Inc. and the Town, but PowerServices, Inc. understands that disclosure may nonetheless occur, excluding client confidential documents, to the extent the Town determines disclosure is proper in accordance with federal, state and/or local law. The Town may disclose or use any information included in a Response that is not so marked and made subject to such notice. In the event the Town receives a request for information that is properly identified and for which notice is given in accordance with the foregoing, the Town will advise PowerServices, Inc. of the request. If PowerServices, Inc. objects to disclosure of such information, PowerServices, Inc., within a reasonable time, but in no event in excess of five (5) business days, shall submit to the Town a detailed statement indicating the reasons PowerServices, Inc. believes disclosure is not proper in accordance with Federal, State and/or local law. The Town will review such statement in determining whether disclosure is proper in accordance with applicable law. If PowerServices, Inc. requests that the Town resist disclosure of such information, the Town may agree to such request if the Town determines that requested information likely is exempt from disclosure pursuant to Federal, State or local law, but subject to PowerServices, Inc. in each such event agreeing to assume responsibility for and to pay any and all costs incurred by the Town, including, without limitation, attorney fees and expenses. The Town will exercise reasonable care in applying the requirements of this Notice, but in no event shall the Town be responsible or liable for any damage or injury that may result from any disclosure that may occur of information PowerServices, Inc. believes constitutes a trade secret.

**Project work samples have been provided as Attachment 2 to this response and contain client information that is not public information, and therefore has been designated as Confidential materials. PowerServices, Inc. requests the Town of Winterville not release, reproduce, or disclose this information in any way beyond the Town’s staff evaluation of this response. PowerServices respectfully requests these materials be returned to PowerServices, with no copy retained by the Town, upon the Town’s award of this contract.**

**Confidential Begins**

**LABOR BILLING RATE SCHEDULE**

JANUARY 2016\*

Classification	Rates (Per Hour)
Principal Engineer	\$ 207.00 - \$ 245.00
Senior Project Manager	\$ 100.00 - \$ 190.00
Professional Engineer	\$ 100.00 - \$ 190.00
Project Manager	\$ 95.00 - \$ 170.00
Senior Engineering Technician	\$ 90.00 - \$ 150.00
Project Engineer	\$ 80.00 - \$ 145.00
Engineering Technician	\$ 50.00 - \$ 100.00
CAD Technician	\$ 50.00 - \$ 100.00
Administrative	\$ 30.00 - \$ 100.00

\*Rates Subject to Change on an Annual Basis on January 1<sup>st</sup>

**EXPENSE RATES**

Basic Subsistence

Lodging	Billed at cost with no adders
Meals	Billed at cost with no adders
Vehicle Mileage	Billed at IRS allowed rate with no adders
Airline or Other Travel	Billed at cost with no adders

Printing and Reproduction

*Black/White:*

8½" x 11"	\$ 0.10 per sheet
8½" x 14"	\$ 0.12 per sheet
11" x 17"	\$ 0.15 per sheet
24" x 36" Plots	\$ 7.00 per sheet
24" x 36" Copies	\$ 4.00 per sheet
30" x 36" Plots	\$ 8.00 per sheet
30" x 36" Copies	\$ 6.00 per sheet

*Color:*

	\$ 1.00 per sheet
	\$ 1.20 per sheet
	\$ 1.80 per sheet
	\$10.00 per sheet
	\$13.00 per sheet
	\$14.00 per sheet
	\$18.00 per sheet

Equipment and Miscellaneous Supplies

Rental Equipment Billed at Cost with no Adders  
Other Miscellaneous Supplies are Billed at Cost with no Adders

Software

Use of basic software, such as Microsoft Office products, AutoCAD, and non-specialized graphics programs is included in hourly billing rates for employees. Specialized or proprietary software will be quoted on a per project basis, if required.

**Confidential Ends**

Following are detailed resumes for our primary key personnel team members.



1616 E. Millbrook Road, Suite 210  
Raleigh, NC 27609  
Toll-Free: 1-866-231-6610  
Tel: 919-256-5900  
Fax: 919-256-5939  
www.powerservices.com

**GREGORY L. BOOTH, PE, PLS  
PRESIDENT**

**PROFESSIONAL  
EDUCATION:**

NORTH CAROLINA STATE UNIVERSITY, Raleigh, NC  
BS - Electrical Engineering, 1969

**REGISTRATIONS:**

Registered as Professional Engineer in Alabama, Arizona, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Kansas, Maryland, Minnesota, Missouri, New Hampshire, New Jersey, North Carolina, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Commonwealth of Virginia, West Virginia, and Wisconsin. Council Record with National Council of Examiners for Engineering and Surveying

**EXPERIENCE:**

Mr. Booth has been accepted as an expert before state and federal regulatory agencies. He has been accepted as an expert in both state and federal courts. Investigation and testimony experience includes areas of wholesale and retail rates, territorial disputes, electric service reliability, utility acquisition expert, right-of-way acquisition and impact of electromagnetic fields and evaluation of transmission line options for utility commissions. Additionally, Mr. Booth has extensive experience serving as an expert witness before state and federal courts on matters including property damage, forensic evaluation, fire investigations, fatality, and areas of electric facility disputes and Occupational, Safety and Health Administration violations and investigations together with National Electric Code and National Electrical Safety Code and Industry Standard compliance.

2007-Present  
President  
**UTILITYENGINEERING, INC.**  
Raleigh, North Carolina

Providing engineering management services to the electric industry, including planning and design. Providing forensic engineering, product evaluation, fire and accident investigations, and serving as an expert witness in state and federal regulatory matters and state and federal courts.

2005-Present  
President  
**POWERSERVICES, INC.**  
Raleigh, North Carolina

Providing engineering management services to the electric industry, including planning and design. Providing forensic engineering, product evaluation, fire and accident investigations, and serving as an expert witness in state and federal regulatory matters and state and federal courts.



**GREGORY L. BOOTH, PE, PLS**  
**(Continued)**

- 2004-Present  
President  
**GREGORY L. BOOTH, PLLC**  
Raleigh, North Carolina
- Providing engineering management services to the electric industry, including planning and design. Providing forensic engineering, product evaluation, fire and accident investigations, serving as an expert witness in state and federal regulatory matters and state and federal courts.
- 1994-2004  
President  
**BOOTH & ASSOCIATES, INC.**  
Raleigh, North Carolina
- Responsible for the direction of the engineering and operations of for all divisions and departments. The engineering work during this time frame has continued to be the same as during 1974 through 1993 with the addition of greater emphasis on power supply issues, including negotiating power supply contracts for clients; increased involvement in peaking generation projects; development of joint transmission projects, including wheeling agreements, power supply analyses, and power audit analyses. The work during this time frame includes providing services to over 200 utility clients across the United States, including NCEMC and NRECA.
- 1975-1994  
Executive Vice President  
**BOOTH & ASSOCIATES, INC.**  
Raleigh, North Carolina
- Directed five departments of Booth & Associates, Inc.; provided engineering services to electric cooperatives and other public power utilities in 23 states; provided expert testimony before state regulatory commissions on rates and reliability issues; in accident and tort proceedings; transmission line routing and designs; generation plant designs; preparation and presentation of long-range and construction work plans; relay and sectionalizing studies; relay design and field start-up assistance; generation plant designs; rate and cost-of-service studies; reliability studies and analyses; filed testimony, preparation and teaching of seminars; preparation of nationally published manuals; numerous special projects for statewide organizations, including North Carolina EMC. Work was provided to over 130 utility clients in 23 states, PWC of the City of Fayetteville, NC, Cities of Wilson, Rocky Mount and Greenville are among the utilities in which I have provided engineering services in North Carolina during this time frame. Services to industrial customers include Texfi Industries, Bridgestone Firestone, Inc and many others.

**GREGORY L. BOOTH, PE, PLS**  
**(Continued)**

1973-1975

Professional Engineer

**BOOTH & ASSOCIATES, INC.**

Raleigh, North Carolina

Directed five departments of Booth & Associates, Inc.; provided engineering services to electric cooperatives and other public power utilities in 23 states; provided expert testimony before state regulatory commissions on rates and reliability issues; in accident and tort proceedings; transmission line routing and designs; generation plant designs; preparation and presentation of long-range and construction work plans; relay and sectionalizing studies; relay design and field start-up assistance; generation plant designs; rate and cost-of-service studies; reliability studies and analyses; filed testimony, preparation and teaching of seminars; preparation of nationally published manuals; numerous special projects for statewide organizations, including North Carolina EMC. Work was provided to over 130 utility clients in 23 states, PWC of the City of Fayetteville, NC, Cities of Wilson, Rocky Mount and Greenville are among the utilities in which I have provided engineering services in North Carolina during this time frame. Services to industrial customers include Texfi Industries, Bridgestone Firestone, Inc and many others.

1967-1973

Project Engineer

**BOOTH & ASSOCIATES, INC.**

Raleigh, North Carolina

Transmission line and substation design; distribution line design; long-range and construction work plans; rate studies in testimony before State and Federal commissions; power supply negotiations; all other facets of electrical engineering for utility systems and over 30 utilities in 10 states.

1963-1967

Technician

**BOOTH & ASSOCIATES, INC.**

Raleigh, North Carolina

Transmission surveying and design assistance, substation design assistance; distribution staking; construction work plan, long-range plan, and sectionalizing study preparation assistance for many utilities, including Cape Hatteras EMC, Halifax EMC, Delaware EC, Prince George EC, A & N EC; assistance generation plant design, start-up, and evaluations.

**PROFESSIONAL ORGANIZATIONS:**

- National Society of Professional Engineers (NSPE)
- Professional Engineers in Private Practice (PEPP)
- National Council of Examiners for Engineering & Surveying (NCEES)
- Professional Engineers of North Carolina (PENC)
- National Fire Protection Association (NFPA)
- Associate Member of the NRECA
- NRECA Cooperative Network Advisory Committee (NRECA-CRN)
- The Institute of Electrical and Electronics Engineers (IEEE)  
(Distribution sub-committee members on reliability)
- American Standards and Testing Materials Association (ASTM)
- Occupational Safety and Health Administration (OSHA) Certification
- American Public Power Association (APPA)





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www.powerservices.com

**R. L. WILLOUGHBY**  
**VICE PRESIDENT**

**PROFESSIONAL  
EDUCATION:**

CENTRAL MICHIGAN UNIVERSITY, Mt. Pleasant, MI  
MSA - Masters of Science Administration, 1992

MT. OLIVE COLLEGE, Mt. Olive, NC  
BS - Business Management, 1988

LENOIR COMMUNITY COLLEGE, Kinston, NC  
A.A.S. - Industrial Management, 1987

**EXPERIENCE:**

Mr. Willoughby has 40 years experience with operations, maintenance, and management of utility systems. He has worked with all aspects of utility operations and management, including 8 years as an electric utility director, and 7 years as a city manager.

From January 2000 through December 2005, Mr. Willoughby served on the Board of Directors for two nationally recognized Joint Municipal Power Agencies, and one Joint Municipal Assistance Agency. The combined annual budget for the three agencies was over \$1 billion dollars. The two Joint Municipal Power Agencies have 51 members with a combined annual demand of 2300 megawatts, and the Joint Municipal Assistance Agency has 90 members in three states.

2005 - Present

Vice President  
**POWERSERVICES, INC.**  
Raleigh, North Carolina

Assisting utilities in management and planning to achieve optimum reliability and cost management for power systems, including long-range planning, economic analyses, privatization studies, coordination studies, rate issues and studies, system improvement studies, and power supply contracts and negotiations.

Also provides assistance to president with accident investigation, fire investigation, forensic engineering, and product evaluation in expert witness services.

**R. L. WILLOUGHBY**  
**(Continued)**

2003-2005 Vice President of Management Services  
**BOOTH & ASSOCIATES, INC.**, Consulting Engineers  
Raleigh, North Carolina

Assisted with implementation, assignation, and focusing direction of System Planning and Power Quality Division company management personnel.

Supervised the System Planning and Power Quality Division to provide planning solutions to fill individual utility client's needs. Assisted in providing Long-Range Plans, Construction Work Plans, creation of system models, Automation Integration Plans, protective coordination, environmental reports, power requirements studies, system upgrades and replacements, and power quality studies.

1996-2003 City Manager  
**CITY OF WASHINGTON**  
Washington, North Carolina

Provided leadership and administration of the day to day operations of the city. Worked with the City Council and citizens, to ensure quality services and programs for the citizens and the business community.

City had 225 employees and a \$40 million dollar annual budget.

1988-1996 Electric Utility Director  
**CITY OF WASHINGTON**  
Washington, North Carolina

Planned, directed, and coordinated all activities of the city's electric utility division. Accomplished directives identified by the City Council and City Manager, coordinated activities of the electric department and between the electric department and other city departments, identified operating, maintenance, and/or construction concerns and initiated appropriate corrective actions, administered annual budget for electric department, participated in load and rate studies, provided oversight for staff technical and safety training programs, and conferred with technical and engineering personnel relative to plans and specifications for construction projects.



**R. L. WILLOUGHBY  
(Continued)**

1985-1988  
Electric System Manager  
**CITY OF KINSTON**  
Kinston, North Carolina

Provided for the direction of the Utilities Department electrical engineering sections. Included responsibility for all aspects of utility operations, including technical and economic feasibility analysis; operation and maintenance programs; and inspections.

1971-1985  
**CITY OF KINSTON**  
Kinston, North Carolina

Various job responsibilities dealing with the operations and maintenance of the electric distribution system.

**PROFESSIONAL  
AFFILIATIONS:**

International City/County Managers Association (ICMA)





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Fax: 919-256-5939  
www.powerservices.com

**PETER J. RANT, PE**  
**VICE PRESIDENT**

**PROFESSIONAL**  
**EDUCATION:**

CLARKSON UNIVERSITY, Potsdam, NY  
BS - Electrical & Computer Engineering, 1990  
Concentration in Power Systems

**REGISTRATION:**

Professional Engineer: North Carolina, Virginia, Maryland,  
Tennessee, Florida, Ohio, Pennsylvania, Arizona, District of  
Columbia, Mississippi, Council Record with National Council of  
Examiners for Engineering and Surveying

**EXPERIENCE:**

2005-Present

Vice President  
**POWERSERVICES, INC.**  
Raleigh, North Carolina

Responsible for leadership and direction of staff completing design and management of power delivery projects. Develops projects from concept through completion. Responsible for staffing, budgeting, scheduling, and contractual agreements related to design and construction.

Allocates resources, develops partnering and subcontracting relationships, and directs bidding and other procurement methods to complete projects. Maintains professional engineering responsibilities over designs, studies, and reports, consistent with the work listed below.

Project experience includes major system studies for federal facilities, overhead to underground distribution conversion projects, outdoor lighting, utility privatization, 115 kV electric transmission. Other work completed includes arc flash studies, system protective coordination, system planning and analysis, and regulatory testimony.

2005

Operations Manager-Transmission & Distribution and Geographic Information & Technology  
**BOOTH & ASSOCIATES, INC.**, Consulting Engineers  
Raleigh, North Carolina

Responsible for the daily operations and resource allocation for the largest division at Booth & Associates, Inc. Worked with Division Vice Presidents developing annual division budget and performance goals. Tracked project budgets and directed department and project managers to meet fiscal targets and project schedules.

**PETER J. RANT, PE  
(Continued)**

Maintained relationships with diverse base of clients and vendors to develop engineering and design/build (EPC) projects. Developed studies and cost proposals supporting clients' technical and fiscal requirements. Designed, bid, and managed multiple construction projects. Continuing professional engineering responsibilities for an array of projects. Project experience includes: design of 18 miles of static overhead ground wire replacement on a 69 kV Transmission System with Optical Ground Wire (OPGW), successful completion of a 3-year FEMA funded hurricane hazard mitigation project converting 88 miles of overhead distribution line to underground (approximate value of 15 million dollars), complete replacement and upgrade of a university medium voltage electric system, including station breakers, in two phases with a total project cost of 3.5 million dollars, and complete update of the TVPPA Design Guidelines for Transmission and Distribution.

1999-2005

Manager of Distribution Design  
**BOOTH & ASSOCIATES, INC.**, Consulting Engineers  
Raleigh, North Carolina

Managed Electric Distribution Department for a seventy person electric utility engineering consulting firm; Responsible for distribution design standards and quality control of engineered solutions. Engineer of Record and Senior Project Manager for multiple projects. Directed engineers and technicians completing all design and management activities required for construction of multimillion-dollar capital projects. Developed new business through client contact, marketing efforts, and preparation of engineering proposals. Negotiated design and construction contracts.

Designed overhead and underground electric transmission and distribution facilities; Responsible for project scheduling and coordination, design calculations, field staking, right-of-way acquisition, permitting, and construction management of multiple projects. Prepared specifications, bid documents, labor and material contracts, construction cost estimates, various permit applications, construction drawings, design data books, design and construction standards manuals, Federal and State forms and reports, and system studies for municipalities, Investor Owned Utilities, Rural Electric Cooperatives, schools and universities, military bases and other owners of high and medium voltage electric systems.

**PETER J. RANT, PE  
(Continued)**

Experience includes: major system improvement and revenue projects, voltage conversions, installation of metering, DOT relocations, roadway and decorative lighting, overhead and underground 69 kV transmission, substation upgrades, military base system privatizations, GPS/GIS mapping, system valuations, infrared inspections, and alternative materials specifications.

Specialized in complex underground construction projects for aesthetics and reliability including downtown streetscape enhancement and university campus electric and telecommunication systems.

Other Positions: Project Manager 1997-1999  
Junior Engineer 1994-1997  
1994-1999 **BOOTH & ASSOCIATES, INC.**, Consulting Engineers  
Raleigh, North Carolina

Design and project management activities consistent with the experience listed above.

1990-1994 **UNITED STATES ARMY**, Fort Bragg, North Carolina.  
First Lieutenant; Signal Operations Officer

Responsible for communications and site power for deployed Special Forces and major Joint Special Operations headquarters. Designed and supervised installation of communications networks and remote mobile power generation and distribution systems and serving base camps in Central America and the United States. Supervised up to 100 people installing and maintaining radio, telephone, and satellite communications systems during exercises and missions worldwide. Communications systems included single and multichannel HF, UHF, and SHF radios in point to point and point to multipoint secure voice and data networks as well as wireline systems. Employed technologies including spread spectrum radio, automatic link establishment (ALE), and Microsoft Windows based LAN's and WAN's.

Design of communications networks included selection and assignment of frequencies and antennas for wireless connections based on propagation analysis. Responsibilities also included allocation of bandwidth for trunked and dedicated channels, and assignment of individual subscriber priorities and privileges. Directed installation and troubleshooting of multiple layered networks.

**PETER J. RANT, PE  
(Continued)**

Led individual and group training resulting in unit's 100% mission accomplishment in numerous deployments despite high personnel turnover. Responsible for maintenance and accountability of up to 5 million dollars worth of vehicles, generators, and communications equipment as well as control of classified documents and cryptographic materials.

Positions Held:	Signal Detachment Commander	1992 to 1994
	Platoon Leader	1991 to 1992
	(Military Training Schools)	1990 to 1991

**MILITARY  
ACHIEVEMENTS:**

Excelled academically graduating second in a class of eighty-four officers in the Signal Officer Basic Course, and in the top five at the Battalion/Brigade Signal Officer Course. These courses comprise nine months of training covering design, installation, and maintenance of military communications and power systems. Military training certifications include Parachutist, Senior Parachutist, Jumpmaster, Battalion/Brigade Signal Officer, Airlift Loadplanner, Range Operations and Ammunition Handling, and Substance Abuse Prevention and Control. Awarded Army Commendation Medal with Oak Leaf Cluster for meritorious service in the 7<sup>th</sup> Special Forces Group (Airborne) and the 112<sup>th</sup> Signal Battalion (Special Operations) (Airborne).

**PROFESSIONAL  
AFFILIATIONS:**

Institute of Electrical and Electronic Engineers (IEEE)  
National Society of Professional Engineers (NSPE/PENC)  
Society of American Military Engineers (SAME)





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www.powerservices.com

**LINDA J. KUSHNER**  
**SPECIAL PROJECT MANAGER**

**PROFESSIONAL  
EDUCATION:**

JAMES MADISON UNIVERSITY, Harrisonburg, VA  
Certified Energy Manager 1995-2008  
Master of Business Administration, 1999

NORTH CAROLINA STATE UNIVERSITY, Raleigh, NC  
BS – Electrical Engineering, 1986

**EXPERIENCE:**

Ms. Kushner has twenty five years of experience in the electric power industry holding various positions in business development, account management and engineering. She has broad experience in renewable and alternative generation, energy efficiency, energy management, utility operations, and wholesale energy markets. Her focus area includes energy portfolio compliance and related regulatory policies.

Nov. 2012 - Present      Special Project Manager  
**POWERSERVICES, INC. and ZEMPLEO, INC.**  
Raleigh, North Carolina

Assisting Vice President with providing utilities with economic analyses, renewable energy evaluations and studies, planning studies, acquisition evaluations and studies, privatization studies, coordination studies, rate issues and studies, system improvement studies, and power supply contracts and negotiations.

**LINDA J. KUSHNER**  
**(Continued)**

July 2012 – October 2012 Renewable Energy Compliance Manager  
**DUKE ENERGY**  
Raleigh, North Carolina

2007 – July 2012 Solar Program Manager  
**PROGRESS ENERGY**  
Raleigh, North Carolina

Lead strategy and compliance efforts to meet statutory renewable portfolio requirements in North Carolina with annual expenditures from \$180M growing to \$500M. Directed solicitations for renewable energy supply, evaluated proposals, negotiated power purchase agreements and provided ongoing contract administration. Responsible for all regulatory filings and related testimony. Collaborated across multiple company areas including executive management, resource planning, finance, environmental, legal, and operations to ensure consistency with corporate business objectives. Managed key external interfaces including local and national renewable energy organizations to communicate company's position on energy strategies. Developed relationships with renewable energy suppliers and associations to facilitate resource procurement. Oversight of alternative energy R&D projects in partnership with municipalities, research institutes, and universities. Designed, implemented, and administered residential and commercial solar programs to encourage diverse market participation to meet utility compliance goals.

2000 - 2007 Wholesale Account Manager  
**PROGRESS ENERGY**  
Raleigh, North Carolina

Primary corporate contact for assigned wholesale customers and independent power producers. Managed long term power sales and purchase agreements exceeding \$100M annually. Responsible for relationship with assigned accounts at all organizational levels. Liaised with company accounting, financial, production, engineering, planning, legal and operations organizations to ensure contract compliance. Developed comprehensive strategies and account plans for assigned accounts to maintain and/or improve company's power sales market.

**LINDA J. KUSHNER  
(Continued)**

1994 - 2000 Senior Engineer/Account Executive  
**VIRGINIA POWER / PROGRESS ENERGY**  
South Boston/Charlottesville Virginia / Wilmington, North Carolina

Primary contact for key commercial and industrial electric accounts. Developed and maintained relationships by providing technical assistance to complement customer's comprehensive energy strategy. Performed reviews of plant energy use including billing and rate analysis, energy surveys and efficiency measures, and power quality studies. Designed interconnection facilities for new and expanding businesses.

1990 - 1994 Substation Engineer/Materials Coordinator  
**VIRGINIA POWER**  
Richmond, Virginia

Designed and managed major substation projects. Worked extensively with substation engineering, equipment, and construction material and equipment requirements.

1986 - 1990 Customer Service Representative/Associate Engineer  
**VIRGINIA POWER**  
Charlottesville, Virginia

Designed electric service for residential and commercial customers. Provided analysis of substation design and protection schemes.

**PROFESSIONAL  
AFFILIATIONS:**





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**H. MICHAEL TAYLOR, PE**  
**DIRECTOR OF SUBSTATION AND RELAYING**

**PROFESSIONAL  
EDUCATION:**

NORTH CAROLINA STATE UNIVERSITY, Raleigh, NC  
BS - Electrical Engineering, 1972

UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE, Charlotte, NC  
MBA - Business Administration, 1985

**REGISTRATION:**

Professional Engineer: North Carolina, South Carolina

**EXPERIENCE:**

2006-Present

Director of Substation and Relaying  
**POWERSERVICES, INC.**  
Raleigh, North Carolina

Responsible for direction of substation and relaying, including programming and cost analysis, permitting, design, construction, and operations.

Evaluates options and prepares studies, reports, specifications and contracts to meet client needs as a part of the total power delivery solution. Directs company resources and personnel, along with other procured resources, to complete projects related to points-of-delivery and substations.

2002-2006

Electric System Superintendent  
**CITY OF HIGH POINT**  
High Point, North Carolina

Responsible for 1) Construction, operation, and maintenance of all substations, transmission lines, and distribution lines of the electrical distribution system which serves 37,000+ consumers with peak load of 263 MW; 2) Substation Engineering: relaying, SCADA, load management, voltage complaints, City owned generators, and PCB testing and reporting; 3) Long Range Plans: Work Plans, sectionalizing studies, capacitor placement, outage analysis and reporting, and line loss reduction; 4) Material specifications and bid analysis; and 5) Miscellaneous: retail rate design, wholesale bill monitoring, marketing to Large Power customers, Electric Department budgeting, and others as needed. Responsible for direction of 39 employees and eleven construction and tree contract crews.

**H. MICHAEL TAYLOR, PE  
(Continued)**

2000-2002  
Electric Engineering Manager  
**CITY OF HIGH POINT**  
High Point, North Carolina

Responsible for 1) Engineering: transmission and distribution line design, engineering standards, adherence to NESC requirements, territorial matters, R/W procurement, system maps on CAD/CAM, and environmental regulation compliance; 2) Substation Engineering: substation construction, operation, and maintenance, SCADA, load management, voltage complaints, and PCB testing and reporting; 3) Long Range Plans, Work Plans, sectionalizing studies, capacitor placement, outage analysis and reporting, and line loss reduction; 4) Material specifications and bid analysis; and 5) Miscellaneous: retail rate design, wholesale billing monitoring, marketing to Large Power customers, Electric Department budgeting, and others as needed.

1995–2006  
President  
**TAYLOR & ASSOCIATES ENGINEERING COMPANY**  
Lexington, North Carolina

Offering a wide range of high quality engineering services to electrical transmission and distribution utilities based on 33 years of electric utility experience. Services have included substation modifications, specification, design, and construction inspection; overhead and underground distribution line specification, design, and construction inspection; feasibility studies; rate studies; cost estimates; field inventory of installed facilities; preparation and conversion of system detail maps to digital format; sectionalizing studies; standby generators; road widening and relocation projects; underground 100 KV transmission line; underground subdivision design; and other miscellaneous engineering services.

1986-1995  
Manager of Engineering  
**DAVIDSON EMC**  
Lexington, North Carolina

Responsible for 1) Field Engineering: transmission and distribution line design, engineering standards, adherence to NESC and REA requirements, territorial matters, R/W procurement, system maps on CAD/CAM, and administration of contracts for electric system improvements including substations and transmission lines; 2) Test Engineering: substation construction, operation, and maintenance, metering, mobile radios, microwave system, telephone system, mobile substations, SCADA, load management, voltage complaints, PCB testing and reporting, and rubber goods testing; 3) Dispatching; 4) Large Power bill reviews and edits; 5) Planning Engineering: Long Range Plans, Two Year Work Plans, sectionalizing studies, capacitor



## **H. MICHAEL TAYLOR, PE (Continued)**

placement, outage analysis, and line loss reduction; 6) Material specifications and bid analysis; and 7) Miscellaneous: retail rate design, wholesale billing monitoring, Service Rules and Regulations, marketing to Large Power customers, establishing data processing priorities, and others as needed. Directed a team of 15 employees plus 3 contract crews. Directed production of all new digital system maps. Installed a microwave system and mobile radio system as part of a total revamp of the communications system. Devised a unique strategy to double the savings produced by the load management system at no additional cost and practically no customer complaints. Directed installation and operation of several large customer generation projects for peak shaving.

1983-1986

Director of Electric Utilities  
**CITY OF GASTONIA**  
Gastonia, North Carolina

Directly responsible for all aspects of administration, engineering, and operations of the electric system which served 20,000+ customers and had a peak load of 115 MW; retail rate design and implementation; marketing to large power customers; marketing of load management system; review of wholesale billings; and advisor for billing, collections, and data processing. Directed 35 employees plus contract construction and tree crews. Installed SCADA system saving \$400,000 per year. Revised retail rates to eliminate inequities and bring revenues in line with costs. Audited commercial and industrial accounts and discovered billing errors that when corrected produced \$200,000 additional revenue annually. Instituted use of City standby generators for peak shaving.

1982-1983

Sales Engineer  
**BROWN BOVERI ELECTRIC**  
Charlotte, North Carolina

Responsible for the promotion and sale of a wide range of electric utility equipment and materials including substations, circuit breakers, switchgear, insulators, transformers, switches, and batteries to investor owned utilities, municipalities, distributors, consulting engineers, contractors, and large industrial customers in North and South Carolina.

**H. MICHAEL TAYLOR, PE  
(Continued)**

1977-1982  
Engineer  
**SOUTHEASTERN CONSULTING ENGINEERS**  
Charlotte, North Carolina

Performed consulting engineering services on distribution and transmission systems of municipal and large industrial clients. Responsibilities included system studies; rate studies; economic analyses; design, specification, and bid evaluation of materials, substations, and transmission and distribution lines; 4 KV conversions; lighting layouts; inspection of construction projects; and inventories and appraisals.

1972-1977  
Assistant Engineer  
**DUKE POWER COMPANY**  
Charlotte, North Carolina

Worked in Distribution Engineering Department as a customer service engineer. Consulted with residential, commercial, and industrial customers to determine their power needs, and designed facilities to meet their needs with regards to voltage, service size, reliability, and physical placement of facilities. Designed Eastland Mall distribution system and converted a large portion of downtown Charlotte underground from 15 KV to 24 KV. Also worked two years in Communications designing communication links and equipment for microwave, mobile, and telephone systems.

**PROFESSIONAL  
AFFILIATIONS:**

Served on NCAMES Board 1983-1986  
ElectriCities Representative to SERC 1985-1986  
NRECA Management Certification 1992



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## **MICHAEL E. JENKINS, PE SENIOR PROJECT MANAGER**

### **PROFESSIONAL EDUCATION:**

CLEMSON UNIVERSITY, Clemson, SC  
BS – Electrical Engineering – Power Engineering, 1998

TRI-COUNTY TECHNICAL COLLEGE, Pendleton, SC  
A.S. – Science Degree – Mathematics & Science, 1998

TRI-COUNTY TECHNICAL COLLEGE, Pendleton, SC  
A.S. – Science Degree – Industrial Electronics, 1986

### **EXPERIENCE:**

Mr. Jenkins has 27 years of experience in most aspects of power system engineering, system operations and utility management. He is a licensed professional engineer in several states and is nationally certified with the National Council of Examiners for Engineering and Surveying. His experience and rich background in power engineering and operations has provided him with the experience to address a broad range of electric utility issues, technical as well as its key resource, personnel.

Mr. Jenkins is a professional engineer with 27 years of utility and consulting experience focused on Electric Utility Plant Engineering and Planning. His responsibilities included managing multiple departments/employees, System Planning and RUS Loan Applications, Protective Relay Coordination, Energy and Power Forecasts, GIS programs, Outage Management Systems, Power Quality and Service Reliability, Construction Work Order Systems, and Substation and Transmission Line Planning and Construction.

2010 - Present      Senior Project Manger  
**POWERSERVICES, INC.**  
Raleigh, North Carolina

South Carolina Resident Engineer – Responsible for managing and leading consulting activities within the State of South Carolina.

**MICHAEL E. JENKINS, PE**  
**(Continued)**

2009 - 2010 Senior Engineer & Director of Business Development  
**MCCALL-THOMAS ENGINEERING COMPANY**  
Orangeburg, South Carolina

Provided GIS Implementation and CIS Systems Integration with Automated Staking, included the integration of the GIS with the client's CIS system and the implementation of a new automated line design and staking system. Provided Construction Work Plan Planning Study which involved the system analysis of the cooperative's electric distribution system, analyzing historical data, developing load forecasts and customer growth projections, and preparing short and long term planning reports to meet RUS requirements. As project manager, 230kV Transmission Line Tap Design, worked with client, substation designer and transmission service provider to design all structures and facilities to tap an existing 230 kV transmission line and provide new TL service for a new distribution substation included development of all contracts, specifications, guidelines for the purchase and construction of the final project design. Long Range Work Plan, provided a ten year Long Range Work Planning study for transmission and distribution system. The planning study developed an electrical and customer growth model of the client's system based upon historical load growth, weather indexed data, economic forecasts, and the Power Requirements for a 20-year planning horizon. Some required tools included Milsoft, WindMil, LightTable, ESRI GIS, MS Office. Provided Substation Circuit Exit Rebuild which consisted of providing conceptual drawings and designs to rebuild the circuit exits for a 6 bay 115/12.47kV substation which included the removal of the existing 4/0 ACSR Hendrix cable system and installation of 1000 kcmil underground circuit feeder exits.

2005 - 2009 Vice President  
**POWER DELIVERY ASSOCIATES, INC.**  
Clemson, South Carolina

1994 - 2005 Supervisor of System Engineering  
**BLUE RIDGE ELECTRIC COOPERATIVE, INC.**  
Pickens, South Carolina

Provide GIS Implementation and CIS Systems Integration required conversion of cooperative's legacy GIS system to an ESRI based system required interactive interface to CIS, OMS, EA and IVR.

**MICHAEL E. JENKINS, PE**  
**(Continued)**

1991 - 1994  
System Planning Engineer  
**BLUE RIDGE ELECTRIC COOPERATIVE, INC.**  
Pickens, South Carolina

Perform Construction Work Planning Study which involved the system analysis of the cooperative's electric distribution system, analyzing historical data, developing load forecasts and customer growth projections, and preparing short and long term planning reports to meet RUS requirements.

1986 - 1991  
Supervisor of Instrumentation, Metering & SCADA  
**BLUE RIDGE ELECTRIC COOPERATIVE, INC.**  
Pickens, South Carolina

Power System SCADA Installation and Upgrade as project manager installed an initial SCADA system to the utility's transmission and distribution system tap, switching and substation system for real monitoring and control.

1982 - 1986  
Substation & Transmission, Metering & Apparatus Technician  
**BLUE RIDGE ELECTRIC COOPERATIVE, INC.**  
Pickens, South Carolina

1999 - 2000  
Adjunct Instructor  
**TRI-COUNTY TECHNICAL COLLEGE**  
Pendleton, South Carolina

As having an active role in the electric power industry, Mr. Jenkins has enjoyed conducting hundreds of training classes all across the United States for his fellow industry personnel and leaders. Since Mr. Jenkins has worked at all levels of the electric industry, he is able to identify with the essential needs for his audience and training topic. Mr. Jenkins has completed many focused training sessions, courses and workshops but primarily his focus on training has included: Power System Fundamentals, Electric Power Infrastructure Design including Overhead and Underground Systems, Power Quality and System Reliability, Operations Safety including Personal Protective Grounding, National Electrical Safety Code, OSHA, Arc Flash Hazard Training, Coordination and Sectionalizing Training, Work Management System Implementation and GIS/Staking/OMS Implementation.

1989 - 1990  
Adjunct Instructor  
**TRI-COUNTY TECHNICAL COLLEGE**  
Pendleton, South Carolina

**MICHAEL E. JENKINS, PE**  
**(Continued)**

**PROFESSIONAL**  
**AFFILIATIONS:**

Institute of Electrical and Electronic Engineers (IEEE)

Power Engineering Society (PES)

National Society of Professional Engineers

Clemson University Engineering and Power Research Association  
(CUEPRA)

Cooperative Research Network (CRN)

Co-author of *Purchasing and Design Standards for Distribution and  
Large Power Transformers*

Electric Cooperative Material Standards Committee





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lshank@powerservices.com

**LLOYD D. SHANK, JR., PE  
SENIOR PROJECT MANAGER**

**PROFESSIONAL  
EDUCATION**

North Carolina State University, Raleigh, NC  
B.S. Electrical Engineering –1972 – With Honors  
TAU BETA PI Engineering Honor Society

**REGISTRATION:**

Professional Engineer: North Carolina - # 07960  
Florida - # 56515

**EXPERIENCE:**

2/2008-Present

Senior Project Manager  
**POWERSERVICES, INC.**  
Raleigh, North Carolina

Florida Resident Engineer – Responsible for managing and leading consulting activities within the State of Florida.

2005– 3/2008

Project Development Manager  
**FLORIDA MUNICIPAL POWER AGENCY**  
Orlando, Florida

Responsible for oversight of the construction of a 30 MW peaking project and a 300 MW combined cycle power project. Planned and initiated a second combined cycle power project.

In collaboration with other FMPA staff, authored a "Project Execution Plan" which is being currently edited for APPA.

2000 - 2005

Director of Electric and Gas Utilities  
**CITY OF LEESBURG**  
Leesburg, Florida

Managed a 9000 customer gas system and 21,000 customer electric system. While in Leesburg, the fiber optic system was expanded by 90 miles and communication profits increased from \$125,000 to over \$1,000,000 per year. Managed projects in fiber optic system construction, substation construction, transmission line construction. Produced long range system construction and capital plans for both

**LLOYD D. SHANK, JR., PE**  
**(Continued)**

gas and electric utilities. Developed a long range plan to underground the entire City electric system. Organized a cooperative effort of seven public and private utilities to share common trenches on both sides of a 3½ mile highway widening project. While there, the City became one of the first APPA member Cities to qualify for and receive the APPA RP3 (Reliable Public Power) Award. Received the City's "Sterling Award" for managing and expediting the recovery of power after experiencing two direct hurricanes in the same year.

Served as President of the Florida Association of Municipal Electric Systems

Five years on the Board of Directors of Florida Association of Municipal Electric Systems

Four years on the Board of Directors of Florida Municipal Power Agency

1980 – 2000

Director of Electric Utilities  
**CITY OF HIGH POINT**  
High Point, North Carolina

Managed a 34,000 customer electric system. While in High Point, the City experienced growth from 103 MW peak demand to 224 MW. The successful response was in large part due to a long range capital and financial plan I implemented. While there, I managed the construction of four new city substations, renovations and additions in seven substations, the extension of over thirty miles of 69 kV and 100 kV transmission, and an additional 100 kV delivery point. The delivery point was tied to the existing 100 kV transmission loop through a dual 100 kV underground feed extending 2800 feet. All of the above work was constructed by City forces without a bond issue.

I also bring to PowerServices many years of experience with construction and maintenance of major underground systems. Being home to the International Home Furnishings Market, High Point downtown features a major underground electrical network. I experienced extending this network of duct banks, manholes, and vaults. Some unique experiences were locating transformers in rooms on various floors of buildings and roofs of multi-story buildings. During my tenure in High Point, I was also responsible for all aspects of customer service for all the City's utilities. My experience includes rate studies and development of customer service polices. Being aware of the need for demand side management, I implemented energy auditing services and a 14,000 voluntary customer load control program. My experience in High Point also includes implementing a utility wide SCADA system.

In my years in High Point, I honed my abilities in managing system recovery after storms. In twenty years the system experienced ice storms and wind storms, including a hurricane and a tornado.

**LLOYD D. SHANK, JR., PE**  
**(Continued)**

Also during these years, I served as President of the North Carolina Association of Municipal Electric Systems and many years on the Board of Directors of North Carolina Municipal Power Agency including the position of Secretary /Treasurer.

I concurrently served terms on the Board of Directors of ElectriCities of North Carolina

1972– 1975

Director of Electric Utilities  
**CITY OF WASHINGTON**  
Washington, North Carolina

At the time of my tenure, the Washington system consisted of 14,000 customers. The system had circuits as long as 26 miles in one direction and 19 miles in the other. At the time, these long circuits were served from a 4,160 volt system. Through system planning and engineering, I was able to show the improvement in system integrity and revenue through lower losses associated with a higher voltage. I was commended in a resolution by the Town of Washington Park for my actions in improving system reliability.

1972– 1975

Electric Engineer  
**DUKE POWER COMPANY**  
Charlotte, North Carolina

Served in the Plant and Transmission Meter Department under the Transmission Division of Duke Power Company. I managed the test program for all metering installations served from the transmission lines of Duke Power Company, including major industrial customer meters. I supervised three meter test men for which he was responsible for monitoring meter performance and scheduling tests. I was also responsible for calculating compensation factors for both inductive and capacitive losses in conductors and devices in the major transmission interties between Duke and other Power Companies.

**PROFESSIONAL AFFILIATIONS:**

Institute of Electrical and Electronic Engineers (IEEE-PES)  
Served as President of the North Carolina Association of Municipal Electric Systems  
Many years on the Board of Directors of North Carolina Municipal Power Agency including the position of Secretary /Treasurer.  
Served terms on the Board of Directors of ElectriCities of North Carolina



**Town of Winterville  
Town Council  
Agenda Abstract**

**Meeting Date:** November 13, 2018  
**Presenter:** Robert Sutton, Electric Utilities  
Director

**Item Section:** New Business

**Item to be Considered**

**Subject:** Public Buildings Fireproofing/Improvement Projects

**Action Requested:** Approval for Staff to Enter Contract Negotiations for Project Design/Development with McLawhorn Engineering, PLLC

**Attachments:** Town's Request for Qualifications (RFQ); McLawhorn Engineering, PLLC, Response to RFQ for Engineering Services

**Prepared By:** Robert Sutton, Electric Utility Director

**Date:** 11/5/2018

**ABSTRACT ROUTING:**

TC \_\_\_\_\_  FD \_\_\_\_\_  TM 11/8/2018  Final 11/8/2018

**Supporting Documentation**

During staff review of existing Public Building facilities, two areas were noted as being deficient for fire blocking. The first of these, located at the Town Public Safety Facility, will require the installation of a fire barrier (sprinkler) system interior to the existing truck bays. The second, located at the Town's Electric Department building will require the installation of a fire barrier between the existing office area and the adjacent truck bays immediately to the west. Additionally, staff has noted a need for the design and installation of approach steps at the northeast entrance to Town Hall (the entrance nearest the Executive Conference Room).

Staff advertised a RFQ for Engineering Services Staff and received one response to the RFQ. The respondent, McLawhorn Engineering, PLLC, possesses an extensive background in the design and construction of several fireproof/fireblock systems. Staff has determined McLawhorn Engineering, PLLC, possesses the required experience, technical abilities and staffing to complete the desired work.

**Budgetary Impact:** The FYE 19 Budget obligated sufficient funding for the needed projects and engineering.

**Recommendation:** Approval for Staff to enter contract negotiations with McLawhorn Engineering, PLLC for the design, bid and construction administration of the required fireproof/fireblocking systems and the Town Hall northeast entrance approach steps.



**September 14, 2018**

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES**

Site Review, Design, Bidding, Construction Administration and Resident Observation and Inspection for the Town of Winterville Fire Department Bays Sprinkler System, Electric Department Building Fire Barriers and Permanent Steps at Northeast Entry to Town Hall

In accordance with NCGS 143-64.31, the Town of Winterville (hereafter referred to as 'Owner') requests a Statement of Qualifications (hereafter referred to as 'SOQ') from interested engineering firms and individuals (hereafter referred to as 'Firm') for initial field investigations, preliminary cost estimates, formulation of projects scope, plans and specifications, bidding, construction administration and resident observation for a NC Building Code/NFPA13 compliant fire suppression sprinkler system for the Town of Winterville Fire Department Truck Bays, fire barriers for the Town of Winterville Electric Department Building and a NC Building Code compliant exterior concrete stairwell serving the northeast entrance to Town Hall. Funding for the projects was appropriated in the Town's FYE 2019 budget.

**Project Description:** The existing Fire Department and Electric Department buildings were constructed without required fire protection systems. The Fire Department project involves the installation of a sprinkler system encompassing six bays that are used primarily for vehicle storage. The Electric Department project involves the installation of a 2-hour fire barrier at two locations interior to the building. The Town Hall concrete steps will serve as an approach to a personnel door type entrance.

**Project Schedule:** The project schedule will be developed with the selected Firm. It is the intent of the Owner to begin the project as soon as possible to protect the Town's assets.

**Statement of Qualifications Content:** The SOQ should include the following information:

1. Name, address, year established, type of ownership, number of employees, and an organizational chart. List multiple offices, if applicable, and at which office work will be performed.
2. Identify personnel on the project team including a description of each member's responsibilities and experience with similar projects.
3. Sub-consultant information including company name, address, and contact person. Identify the sub-consultant's role in the project and experience with similar projects.
4. General approach and construction methodology(s) for making necessary improvements.
5. Past local experience with the Owner.
6. Project description and cost summary of at least three (3) similar projects. *The project summary should include references including contact information.*
7. Standard hourly rate schedule and any other information the respondent believes to be relevant to the Owner's selection effort. *No fees for services performed shall be submitted as part of the SOQ package. The Owner will make selection using qualified-based selection.*

**Evaluation Criteria:** The SOQ will be evaluated based on the information provided by the Firm and contact with references. Selection of the qualified Firm will be based on the following scoring system:

Interest and Availability in Providing Services	15
Project Related Experience	35
Project Approach and Methodology	25
Other Similar Projects and References	15
Local Experience and Other Information Beneficial to Owner	10
<b>TOTAL</b>	<b>100</b>



The SOQ should be limited to 12 single-sided pages with a minimum font size of 12.

Three hard (3) copies of the SOQ should be submitted by Thursday, October 4, 2018 to:

Town of Winterville, NC  
Attn.: Mr. Robert Sutton  
PO Box 1459  
2571 Railroad Street  
Winterville, NC 28590  
252.215.2422  
[robert.sutton@wintervillenc.com](mailto:robert.sutton@wintervillenc.com)

Site visits should be scheduled with sufficient prior advance notice.

The Owner encourages Disadvantaged Business Enterprises to participate. The Owner is an equal opportunity employment provider and does not discriminate based on race, color, national origin, gender, religion, age, or disability in employment or the provisions of services. The Owner reserves the right to accept or reject any or all submittals, to waive technicalities, and to take whatever action is in the best interest of the Owner and its citizens.

# Engineering Services Statement of Qualifications



**McLawhorn**  
ENGINEERING, PLLC  
ENGINEERING - DESIGN - CONSULTING

Prepared For:  
Town of Winterville, NC  
Mr. Robert Sutton, Electric Director  
PO Box 1459  
2571 Railroad St.  
Winterville, NC 28590

October 4, 2018

**MCLAWHORN ENGINEERING, PLLC**  
ENGINEERING / DESIGN / CONSULTING  
ONE COMMERCE SQ. SUITE 204  
WASHINGTON, NC 27889  
NCBEELS LICENSE # P-1560  
919.608.3738

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October 4, 2018

Mr. Robert Sutton, Electric Director  
Town of Winterville, NC  
PO Box 1459 / 2571 Railroad St.  
Winterville, NC 28590

RE: Request for Qualification, Fire Dept., Town Hall, & Electric Dept. Improvements

Mr. Sutton,

First, I would like to thank you for the opportunity to provide our services to your town. McLawhorn Engineering is a Professional Limited Liability Company headquartered in Washington North Carolina that offers a full range of design and consulting services for our clients. We are a fully licensed and insured engineering firm established in 2016.

Whether it's design or consulting, at McLawhorn Engineering we believe in providing our clients with the best service possible. For design projects on new or existing buildings, our services include building design and layout, structural design, and plumbing, mechanical, and electrical design. Our consultant services include: structural, existing building, and code compliance inspections; feasibility studies for new structures as well as renovation, restoration, or change of occupancy to existing structures; historic preservation assessments; and construction administration.

After reviewing the request for qualifications, we believe that our firm would be a great resource for the assessment, design, and construction administration for this project. Attached in our qualification package that includes a brief summary of our company, key personnel bios, past projects / references, as well as a general approach summary and rate schedule. We look forward to working with you on your project.

Regards,

Curtis McLawhorn, PE  
McLawhorn Engineering, PLLC

Enclosures:

- Company History / Team Member Bio's
- Recently Completed Projects / References
- This project

## TEAM MEMBER BIOS

**Curtis McLawhorn, PE (Structural Engineer):** Curtis has always believed in a practical approach to design and engineering projects. He grew up working every summer at his father's construction company before pursuing a BS in Construction Engineering from North Carolina State University which he completed in 2010. After working for several years at a restoration company as the commercial division manager and large loss project manager, then later as a project engineer for a design-build commercial construction firm, Curtis felt the best service he could offer was to provide clients with quality design and engineering services that put the clients vision, needs, and budget first and founded McLawhorn Engineering in 2016. Curtis oversees all design and consulting projects.

**Mac Morgan (Draftsman / Building Design):** A graduate of Nash Community College's Architectural Technology Program, Mac has worked with several design firms since 1992, before joining McLawhorn Engineering. Mac currently leads the firms design division and handles building designs and the production of construction documents.

**Josh Thompson (PME Designer):** Since 1995, Josh has designed the PME systems for several hundred buildings throughout North Carolina. His expertise includes the design of a building's systems including: Plumbing, Mechanical, Electrical, Fire Alarm, and Gas Piping.

## SUB - CONSULTANTS

Ark Consulting Group, PLLC; Bryan Fagundus, PE  
2755-B Charles Blvd. Greenville, NC 27858  
(252) 558-0888  
Civil Engineering Firm.

Experience with Town of Winterville on several site/civil projects.

## COMPANY BIO

McLawhorn Engineering is a full service design and engineering firm that services clients throughout Eastern North Carolina. Established in 2016, we offer a wide range of high quality engineering and design related services including building and structural design, inspections, feasibility studies, historic preservation, and construction administration.

We work with private and public clients on projects that vary in scope and size including: business, retail, industrial, manufacturing / distribution, warehouse, civic, religious, and non-profit market segments.

McLawhorn Engineering's "make it happen" attitude and strong relationships with reputable owners, builders, and inspection departments create a positive team environment which ensures the accuracy and quality of each project. Our team coordinates each project to give the owner a realistic, accurate, and achievable design for the construction of their project.

### Open Door Community Center, Washington NC

Conversion of existing office building into a women's shelter. Services included assessment of existing building and renovation design including structural, building, and PME inspection, building code, fire, and ADA compliance review, as well as layout for new occupancy.

Project Cost Summary: \$100,000

Project Contact: Richard Richman (252)-833-4576

### Fleetpride Service Center, Raleigh NC

Restoration of an 18,000 SF commercial truck repair garage damaged by fire. Services included assessment of structure after fire, building code upgrade requirements review, life-safety & fire protection review, design of structural repairs and replacement of existing damaged PME systems. Coordination of design team, contractor, and owner. Oversaw commercial express review with City of Raleigh inspection department to expedite start of construction. Construction administration and inspection services provided to contractor during construction.

Project Cost Summary: \$1,200,000

Project Contact: Ryan Jackson, RestorePro Reconstruction: (919) 815-7076

### Turnage Theatre, Washington NC

Evaluation and structural repair design of historic building roof structure. Services included assessment of existing conditions & review of previous repairs, developed scope of work for repairs & design of structural repairs, as well as cost estimate of repairs for owner budgeting, coordination of construction bid process for owner.

Project Cost Estimate Summary: \$450,000

Project Contact: Bill Cummings (252) 495-2036

## General Approach

### Phase 1 Assessment

Perform field inspection & review previous construction documents to understand existing conditions. Perform building code compliance analysis. Develop scope of work for alterations.

### Phase 2 Plan Development

Develop design details based on alteration scope of work. Create construction documents / plan package & preliminary cost estimation.

### Phase 3 Pre-construction

Develop bid package with owner. Assist owner in bid phase including reviewing contractor qualifications and bid proposals.

### Phase 4 Construction

Advise contractor as needed through-out construction. Perform site inspections as needed. Review contractor pay applications for owner approval.

## Previous Experience with Town of Winterville

- minor alteration to electrical building. (Installation of egress door and sidewalk).
- Consultant to contractor (DesignCo Construction) during construction of addition to electrical building and public works building including firewall details.
- Review of Fire Department overhead door replacement shop drawings for code compliance.

## Rate Schedule

Engineer:	\$125/HR
Admin / Project Management:	\$95/HR
Design / Drafting:	\$65/HR
Milage:	\$0.50 Mile
Additional Sealed Plan Copies:	\$5/Sheet





**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** November 13, 2018

**Presenter:** Ben Williams Assistant Town Manager and Robert Sutton, Electric Director

**Item to be Considered**

**Subject:** Natural Gas Pre-Pay Contract with Public Energy Authority of Kentucky (PEAK).

**Action Requested:** Adoption of Gas Purchasers Authorizing Resolution.

**Attachments:** Draft Contract and Gas Purchasers Authorizing Resolution.

**Prepared By:** Ben Williams, Assistant Town Manager

**Date:** 11/8/2018

**ABSTRACT ROUTING:**

TC

FD

TM 11/8/2018

Final 11/8/2018

**Supporting Documentation**

Staff has determined that potential exists for power purchase savings through governmental pre-paid purchases of large volumes of gas over an extended period. Town Staff has been investigating cost-saving opportunities using governmental gas purchases and has had preliminary conversations with several parties along these lines. These parties include, other KMEC members, Morgan Stanley Capital Group (MSCG), Public Energy Authority of Kentucky (PEAK), Sequent Energy Management (Sequent), NTE Staff, Summit Utility Advisors and members of the legal community.

The result of Staff's investigation and collaboration with the above-referenced entities is a multi-party approach that allows for the governmental pre-purchase of natural gas. PEAK is inviting KMEC members as well as other municipal entities to participate in a 30-year natural gas pre-payment transaction financed with tax-exempt municipal revenue bonds.

PEAK will issue its Gas Supply Revenue Bonds to finance the pre-payment for an approximate 30-year supply of natural gas. PEAK will resell gas under a 30-year gas supply contract to participating KMEC members including the Town of Winterville. The price the Town will pay for natural gas will be the index/market price minus the agreed upon discount rate. The actual amount of the discount rate will be known upon such time as the contractual deal occurs.

The attached resolution will authorize the execution of the Gas Supply Contract as long as the contract is substantially equivalent or better than the provided draft and such is determined by the legal counsel hired by the Town for review of the associated contract documents.

**Budgetary Impact:** The amount of savings realized by the Town of Winterville will fluctuate each year based on the amount of electric load used. The 30-year gas supply contract will have a discount rate reset period every 5-7 years based on sale of bonds.

**Recommendation:** Adoption of Gas Purchasers Authorizing Resolution.

## **GAS PURCHASER'S AUTHORIZING RESOLUTION OF THE TOWN OF WINTERVILLE**

RESOLUTION OF THE TOWN OF WINTERVILLE, NC ("TOWN") (i) AUTHORIZING THE EXECUTION OF ONE OR MORE GAS SUPPLY CONTRACT ("CONTRACTS") WITH THE PUBLIC ENERGY AUTHORITY OF KENTUCKY ("PEAK") FOR THE PURCHASE OF NATURAL GAS FROM PEAK; (ii) AUTHORIZING THE EXECUTION OF A LETTER AGREEMENT WITH NTE CAROLINAS, LLC ("NTE") PURSUANT TO WHICH TOWN WILL DELIVER FUEL UNDER AN EXISTING POWER SALES AGREEMENT ("LETTER AGREEMENT"), (iii) ACKNOWLEDGING THAT PEAK WILL ISSUE ITS GAS SUPPLY REVENUE BONDS TO FUND THE PURCHASE OF A SUPPLY OF NATURAL GAS FROM MORGAN STANLEY CAPITAL GROUP INC. ("MSCG"), WHICH GAS WILL BE USED TO MAKE DELIVERIES UNDER THE CONTRACTS; AND (IV) FOR OTHER PURPOSES AS SET FORTH HEREIN

WHEREAS, the Town of Winterville owns and operates a municipal electric utility as a public enterprise pursuant to North Carolina General Statutes Chapter 160A, Article 16, and is authorized by the provisions of the North Carolina General Statutes to enter into such contracts as may be beneficial and necessary to operate the municipal electric utility, including, but not limited to, for the procurement of fuel used to generate electric energy to meet the requirements of the residential, commercial and industrial retail electricity customers served by such municipal utility; and

WHEREAS, the acquisition of secure, reliable and economic supplies of natural gas as fuel to generate electric energy is beneficial and necessary for the prudent and businesslike operation of the electric utility owned by Town, the continued economic development of its community and the promotion of the public health, safety and welfare; and

WHEREAS, the Public Energy Authority of Kentucky which was formed pursuant to the Natural Gas Acquisition Authority Act, KRS 353.400 to 353.410, has offered to sell to the Town pursuant to the Contracts, a supply of natural gas in the quantities on the dates set forth in the Contract, on the condition that PEAK issues its Gas Supply Revenue Bonds, 2018 Series C (or 2019 Series A, if the bonds are issued in 2019), including multiple sub-series (the "Bonds"), the proceeds of which will be used to acquire a supply of natural gas (the "Gas Supply") pursuant to a Prepaid Agreement with MSCG (the "Prepaid Agreement"); and

WHEREAS, the Town and NTE are parties to that certain Power Sales Agreement dated as of June 24, 2015 (the "Power Sales Agreement") under which NTE will sell electricity to Town beginning in January 2018 and

WHEREAS, NTE has offered to enter into the Letter Agreement in order to authorize Town to deliver its own fuel under the Power Sales Agreement utilizing the Gas Supply; and

WHEREAS, the Town is a duly created, incorporated municipality under North Carolina law, as stated in the Gas Supply Contract, and desires to enter into the Contract with PEAK and the Letter Agreement with NTE.

NOW, THEREFORE, BE IT RESOLVED by the Town of Winterville as follows:

1. The Town hereby approves the execution and delivery of the Contracts, in substantially the forms previously submitted to the Town and attached hereto as Exhibit A, but as may be revised and subject to changes approved by Counsel for the Town to afford the equivalent or better benefits to the Town, pursuant to which the Town will agree to purchase specified quantities of Natural Gas the dates, at the volumes to be delivered at the specified Delivery Point and for the prices set forth in such Gas Supply Contract.

2. The Town hereby approves the execution and delivery of the Letter Agreement, in substantially the form previously submitted to the Town as attached hereto as Exhibit B but as may be revised and subject to changes approved by Counsel for the Town to afford the equivalent or better benefits to the Town, pursuant to which Town will deliver fuel under the Power Sales Agreement utilizing the Gas Supply.

3. The Mayor of the Town is hereby authorized to execute the Contracts, the Letter Agreement, and any such other closing documents or certificates, as approved by Counsel, which may be required or contemplated in connection with the execution and delivery of the Contracts or the Letter Agreement or carrying out the intent and purpose of this resolution.

BY  
ITS  
Attest: \_\_\_\_\_  
[SEAL]

**GAS SUPPLY CONTRACT**

**BY AND BETWEEN**

**PUBLIC ENERGY AUTHORITY OF KENTUCKY**

**AND**

**[*TOLLING* GAS PURCHASER]**

**DATED AS OF [\_\_\_\_], 2018**

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## **GAS SUPPLY CONTRACT**

### **PREAMBLE**

This Gas Supply Contract (this "Contract"), dated as of [\_\_\_\_], 2018 (the "Effective Date"), is made and entered into by and between [\_\_\_\_], a [\_\_\_\_] and political subdivision of the state of [North/South] Carolina ("Gas Purchaser"), and Public Energy Authority of Kentucky ("PEAK"), a public agency of the Commonwealth of Kentucky. Gas Purchaser and PEAK are sometimes hereinafter referred to in this Contract collectively as the "Parties" or individually as a "Party".

### **RECITALS**

WHEREAS, PEAK is a Natural Gas Acquisition Authority of the Commonwealth of Kentucky formed under the Kentucky Natural Gas Acquisition Act (the "Act"); and

WHEREAS, Gas Purchaser is a [\_\_\_\_]; and

WHEREAS, PEAK has planned and developed a project to acquire long-term Gas supplies from Morgan Stanley Capital Group Inc., a Delaware corporation ("MSCG") and a wholly-owned subsidiary of Morgan Stanley, pursuant to a Prepaid Natural Gas Sales Agreement (the "Prepaid Gas Agreement") to meet a portion of the Gas supply requirements of Gas Purchaser and other municipal utilities and joint action agencies that elect to participate (together, the "Project Participants") through a gas prepayment project (the "Prepaid Project"); and

WHEREAS, Gas Purchaser desires to enter into an agreement with PEAK for the purchase of Gas supplies from the Prepaid Project; and

WHEREAS, PEAK will finance the prepayment under, and the other costs of, the Prepaid Project by issuing Bonds; and

WHEREAS, Gas Purchaser owns and operates a municipal electric utility under authority of the laws of the State of [North/South] Carolina for the transmission, distribution, sale, and delivery of electricity to retail customers within its Service Area; and

WHEREAS, Gas Purchaser has a need to acquire a portion of its Gas needs at index-based market prices and on a long-term basis in order to enable Gas Purchaser to ensure that it may provide retail service at competitive prices; and

WHEREAS, Gas Purchaser is agreeable to purchasing a portion of its Gas requirements from PEAK under the terms and conditions set forth in this Contract and PEAK is agreeable to selling to Gas Purchaser such supplies of Gas under the terms and conditions set forth in this Contract; and

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth in this Contract and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PEAK and Gas Purchaser agree as follows.

**ARTICLE I**  
**DEFINITIONS AND CONSTRUCTION**

1.1 Construction of this Contract. The Preamble and the Recitals set forth above are incorporated into this Contract for all purposes. References to Articles, Sections, and Exhibits throughout this Contract are references to the corresponding Articles, Sections, and Exhibits of this Contract unless otherwise specified. All Exhibits are incorporated into this Contract for all purposes. References to the singular are intended to include the plural and vice versa. The word “including” and related forms thereof are intended to be interpreted inclusively, whether or not the phrase “but not limited to” follows such word or words. The words “will” and “shall” indicate mandatory requirements of the Parties except in the Recitals.

1.2 Definitions. Unless another definition is expressly stated in this Contract, the following terms and abbreviations, when used in this Contract, are intended to and shall mean as follows:

- (a) “Act” is defined in the Recitals.
- (b) “Contract” is defined in the Preamble.
- (c) “Alternate Delivery Point” has the meaning specified in Section 3.1.
- (d) “Annual Refund” means the annual refund, if any, provided to Gas Purchaser and calculated pursuant to the procedures specified in Section 4.5.
- (e) “Annualized Daily Quantity” or “ADQ” means for any Year the sum of the Daily Contract Quantity divided by the number of days in the Year.
- (f) “Applicable Rating Agencies” means, at any given time, each Rating Agency then rating the Bonds.
- (g) “Available Discount” means, for each Reset Period, the amount, expressed in cents per MMBtu (rounded down to the nearest one-half cent), determined by the Calculation Agent pursuant to the Re-Pricing Agreement for such Reset Period. The Available Discount shall equal the sum of the Monthly Discount and any anticipated Annual Refunds for the applicable Reset Period, as well as the Initial Period.
- (h) “Board of Directors” means the Board of Directors of PEAK.
- (i) “Bond Closing Date” means the date on which the Bonds are issued pursuant to the Bond Indenture.
- (j) “Bond Indenture” means the Trust Indenture for the Bonds, dated as of \_\_\_\_\_, 2018, between PEAK and the Trustee, N.A., as Trustee, providing for the issuance of and security for the Bonds, together with any other trust indenture providing for the issuance of and security for any refunding Bonds, in each case as the same may be amended from time to time.
- (k) “Bonds” means PEAK’s Gas Supply Revenue Bonds, 2018 Series C (including multiple sub-series), issued to finance PEAK’s purchase of Gas from MSCG under the Prepaid Gas Agreement and costs associated therewith, and any Refunding Bonds issued by PEAK under the Bond Indenture.

(l) "Btu" means one British thermal unit, the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit at 60 degrees Fahrenheit, and is the International Btu. The reporting basis for Btu is 14.73 pounds per square inch absolute and 60 degrees Fahrenheit; provided, however, that the definition of Btu as determined by the operator of the relevant Delivery Point shall be deemed conclusive in accordance with Article VI of the Prepaid Gas Agreement; and provided further that in the event of an inconsistency in the definition of "Btu" between this definition and the definition of "Btu" in the Prepaid Gas Agreement, the definition in the Prepaid Gas Agreement shall apply.

(m) "Business Day" means (i) with respect to payments and general notices required to be given under this Contract, any day other than (a) a Saturday or Sunday, (b) a Federal Reserve Bank holiday, (c) any day on which commercial banks located in either New York, New York, or the Commonwealth of Kentucky are required or authorized by law or other governmental action to close, or (d) any other day excluded pursuant to the Bond Indenture, and (ii) with respect to Gas deliveries and notices with respect thereto, any day.

(n) "Calculation Agent" has the meaning specified in the Re-Pricing Agreement.

(o) "Central Prevailing Time" or "CPT" means Central Daylight Savings Time when such time is applicable and otherwise means Central Standard Time.

(p) "Cf" means cubic foot of Gas, defined as the amount of Gas required to fill a cubic foot of space when the Gas is at an absolute pressure of 14.73 pounds per square inch absolute and at a temperature of 60 degrees Fahrenheit.

(q) "Code" means the Internal Revenue Code of 1986, as amended, 26 U.S.C. §1 *et seq.* References herein to the Code or a section of the Code include the U.S. Treasury Regulations thereunder.

(r) "Commercially Reasonable" or "Commercially Reasonable Efforts" means, with respect to any decision, purchase, sale or other action required to be made, attempted or taken by a Party under this Contract, such decision or efforts as a reasonably prudent Person would make or undertake, as the case may be, for the protection of its own interest under the conditions affecting such decision, purchase, sale or other action. For the avoidance of doubt, the reasonableness of any action taken by a Party under this Contract shall be determined at the time of such action, taking into full account the facts, circumstances and competitive environment surrounding such action.

(s) "Commodity Swap" means (i) the transaction confirmation entered into under the ISDA Master Agreement, with respect to the Prepaid Project, by PEAK and the Commodity Swap Counterparty, and (ii) each replacement commodity swap entered into pursuant to the Prepaid Gas Agreement.

(t) "Commodity Swap Counterparty" means PEAK's counterparty under the Commodity Swap, which initially shall be BP Energy Company.

(u) "Contract Price" has the meaning specified in Section 4.1.

(v) "Daily Contract Quantity" or "DCQ" means, with respect to each Gas Day during the Delivery Period, the daily quantity of Gas (in MMBtu) set forth in Exhibit B, as may be

revised from time to time pursuant to the terms of this Contract, to be delivered pursuant to this Contract for each Gas Day of each Month.

(w) “Daily Remarketing Amount” means, for each Gas Day on which the total quantity of Gas scheduled and received by Purchaser is less than the Daily Contract Quantity by operation of Section 6.2(b), an amount equal to the index price that would have applied to such Gas under Section 4.1 multiplied by the result of (A) the Daily Contract Quantity, less (B) the quantity of Gas scheduled and received.

(x) “Daily Unused Discount” means, for each Gas Day on which the total quantity of Gas scheduled and received by Purchaser is less than the Daily Contract Quantity by operation of Section 6.2(b), an amount equal to the Monthly Discount that would have applied to such Gas under Section 4.1 multiplied by the result of (A) the Daily Contract Quantity, less (B) the quantity of Gas scheduled and received.

(y) “Delivery Period” means the period beginning [April 1, 2019] and continuing through [ \_\_\_\_\_ \_\_, 2049] unless the Contract is terminated early pursuant to ARTICLE V.

(z) “Delivery Point” is defined in Section 3.1.

(aa) “Effective Date” has the meaning stated in the Preamble and as set forth in Section 2.1.

(bb) “Event of Insolvency” means with respect to any Person the occurrence and continuance of one or more of the following events: (a) the issuance, under the laws of the state or other jurisdiction having primary regulatory authority over such Person or any successor provision thereto (or any other law under which such Person is at the time organized), of an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution of such Person that is not dismissed within 30 days; (b) the commencement by such Person of a voluntary case or other proceeding seeking an order for relief, liquidation, rehabilitation, conservation, reorganization or dissolution with respect to itself or its debts under the laws of the state or other jurisdiction of incorporation or formation of such Person or any bankruptcy, insolvency or other similar law now or hereafter in effect including, without limitation, the appointment of a trustee, receiver, liquidator, custodian or other similar official for itself or any substantial part of its property; (c) the consent of such Person to any relief referred to in the preceding clause (b) in an involuntary case or other proceeding commenced against it; (d) the appointment of a trustee, receiver, liquidator, custodian or other similar official for such Person or any substantial part of its property by a Government Agency or authority having the jurisdiction to do so; (e) the making by such Person of an assignment for the benefit of creditors; (f) the failure of such Person generally to pay its debts or claims as they become due; (g) the Person shall admit in writing its inability to pay its debts when due; (h) the declaration of a moratorium with respect to the payment of the debts of such Person; or (i) the initiation by such Person of any action to authorize any of the foregoing.

(cc) “Failed Remarketing” means the failure of the remarketing of the Bonds as specified in the Bond Indenture.

(dd) “FERC” means the Federal Energy Regulatory Commission and any successor thereto.

(ee) "FERC Gas Tariff" means the interstate pipeline tariff filed by a Transporter pursuant to FERC regulations and approved by FERC, as amended from time to time.

(ff) "Firm" means that performance by a Person may be interrupted without liability only to the extent that such performance is prevented by reasons of Force Majeure with respect to such Person asserting Force Majeure.

(gg) "Force Majeure" is defined in Section 13.2.

(hh) "Gas" means natural gas or any other mixture of hydrocarbon gases, or of hydrocarbons and liquids or liquefiabiles, or of hydrocarbons and non-combustible gases, consisting predominantly of methane.

(ii) "Gas Day" means a period of 24 consecutive hours beginning at 9:00 a.m. CPT on a calendar day and ending at 9:00 a.m. CPT on the next calendar day. The date of the Gas Day shall be the date at its beginning. If, through standardization of business practices in the industry or for any other reason, a Transporter, or the FERC with general applicability, changes the definition of Gas Day, such change shall apply to the definition of Gas Day in this Contract with respect to such Transporter or generally, as applicable.

(jj) "Gas Purchaser" is defined in the Preamble.

(kk) "Gas Purchaser's Transporter" means the Transporter receiving Gas on Gas Purchaser's behalf at a Delivery Point.

(ll) "Generation Requirements" means Gas Purchaser's need for natural gas to generate electricity for its requirements to serve its retail electricity customers.

(mm) "Government Agency" means the United States of America, any state or commonwealth thereof, any local jurisdiction, any political subdivision of any of the foregoing, and any other division of government of any of the foregoing, including but not limited to courts, administrative bodies, departments, commissions, boards, bureaus, agencies, municipalities, or instrumentalities.

(nn) "Imbalance Charges" means any fees, penalties, costs or other charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balancing, scheduling and/or nomination requirements based on such Transporter's FERC Gas Tariff.

(oo) "Initial Period" means the period from and including the date on which the Delivery Period begins to and including [Initial Mandatory Purchase Date].

(pp) "Maturity Date of the Bonds" means the Final Maturity Date of the Bonds, as defined in the Bond Indenture.

(qq) "Mcf" means 1,000 Cf of Gas.

(rr) "Minimum Discount" means [ ] cents per MMBtu for the Initial Rate Period and thereafter no less than \$0.23/MMBtu. Both amounts are inclusive of any projected Annual Refund.



(ss) “MMBtu” means 1,000,000 Btu, which is equivalent to one dekatherm.

(tt) “Month” means the period beginning at the beginning of the first Gas Day of a calendar month and ending at the beginning of the first Gas Day of the next calendar month. The term “Monthly” shall be construed accordingly.

(uu) “Monthly Discount” means (i) for the Initial Period an amount specified in Exhibit D, which Exhibit D shall be provided by PEAK to Gas Purchaser on the Bond Closing Date, and (ii) for each subsequent Reset Period, a portion of the Available Discount for such Reset Period determined by the Calculation Agent pursuant to the Re-Pricing Agreement and set forth in an updated Exhibit D provided by PEAK after such determination.

(vv) “Monthly Energy Payment” means, for each Remarketing Month, the “Monthly Energy Payment” as defined in the Power Sales Agreement that accrued for such Remarketing Month under the Power Sales Agreement.

(ww) “Monthly Remarketing Amount” means, for each Remarketing Month, the sum of the Daily Remarketing Amounts that accrued during such Month.

(xx) “Monthly Remediation Amount” means, for each Remarketing Month, an amount equal to (A) the Monthly Remediation Percentage, multiplied by (B) the Monthly Unused Discount.

(yy) “Monthly Remediation Percentage” means, for each Remarketing Month, an amount equal to (A) the lesser of (1) the amount of the Monthly Energy Payment for such Remarketing Month that was paid by Gas Purchaser by the end of the following Month, and (2) the Monthly Remarketing Amount, divided by (B) the Monthly Remarketing Amount.

(zz) “Monthly Unused Discount” means, for each Remarketing Month, the sum of the Daily Unused Discounts that accrued during such Month.

(aaa) “MSCG” is defined in the Recitals.

(bbb) “Municipal Utility” means any Person that (i) is a governmental person as defined in the implementing regulations under Section 141 of the Code and any successor provision, (ii) owns either or both a Gas distribution utility or an electric distribution utility (or provides Gas or electricity at wholesale to, or that is sold to entities that provide Gas or electricity at wholesale to, governmental Persons that own such utilities), and (iii) agrees in writing to use the Gas purchased by it (or cause such Gas to be used) for a qualifying use as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii).

(ccc) “Net Remarketing Proceeds” means (i) the actual amounts, if any, received by PEAK from the sale of Gas that PEAK is able to remarket or cause to be remarketed as a result of efforts under Section 4.4 or as a result of Gas Purchaser’s failure to receive Gas pursuant to Section 6.2, less (ii) all directly incurred costs or expenses, including but not limited to remarketing and administrative fees paid to MSCG under the Prepaid Gas Agreement, provided that in no event shall the Net Remarketing Proceeds for any Gas exceed the quantity of such Gas multiplied by the result of (A) the Contract Price for such Gas, minus (B) the Project Administration Fee, minus (C) subject to Section 4.4(b), a PEAK remarketing administrative charge of five cents (\$0.05) per MMBtu.

(ddd) "NTE" means NTE Carolinas, LLC.

(eee) "Person" means any individual, public or private corporation, partnership, limited liability company, state, county, district, authority, municipality, political subdivision, instrumentality, partnership, association, firm, trust, estate, or any other entity or organization whatsoever.

(fff) "Power Sales Agreement" means that certain Power Sales Agreement by and between NTE and Gas Purchaser that is referenced in the Tolling Letter Agreement.

(ggg) "Prepaid Gas Agreement" is defined in the Recitals.

(hhh) "Prepaid Project" is defined in the Recitals.

(iii) "Primary Delivery Point" is defined in Section 3.1.

(jjj) "Prime Rate" means, for any day of determination, the fluctuating rate per annum equal to the "Prime Rate" listed daily in the "Money Rates" section of The Wall Street Journal on such day (or if such day is not a Business Day, the preceding Business Day), or if The Wall Street Journal is not published on a particular Business Day, then, the "prime rate" published in any other national financial journal or newspaper selected by MSCG in its reasonable judgment, and if more than one such rate is listed in the applicable publication, the highest rate shall be used; any change in the Prime Rate shall take effect on the date specified in the announcement of such change.

(kkk) "Project Administration Fee" means the monthly fee payable by Gas Purchaser as described in Section 4.3.

(lll) "Project Agreements" means the agreements entered into by PEAK under the Prepaid Project.

(mmm) "Project Management Committee" is defined in Section 15.2.

(nnn) "Project Participants" has the meaning specified in the Bond Indenture.

(ooo) (mmm) "Rating Agency" has the meaning specified in the Bond Indenture.

(ppp) "Refunding Bonds" means any Bonds issued by PEAK under and in accordance with the Indenture to refund the 2018 Series C Bonds or any other Bonds then outstanding under the Bond Indenture.

(qqq) "Remarketing Election" is defined in Section 5.3.

(rrr) "Remarketing Election Deadline" means the last date and time by which Gas Purchaser may provide a Remarketing Election Notice, which shall be 4:00 p.m. Central Prevailing Time on the 10th day of the Month (or, if such day is not a Business Day, the next succeeding Business Day) prior to the first Delivery Month of a Reset Period with respect to which a Remarketing Event has occurred.

(sss) "Remarketing Election Notice" is defined in Section 5.3(b).

(ttt) "Remarketing Event" is defined in Section 5.3.

(uuu) "Remarketing Month" means a Month in which a Daily Remarketing Amount accrued on one or more Gas Days.

(vvv) "Re-Pricing Agreement" means the Re-Pricing Agreement, dated as of [\_\_\_\_], 2018, by and between MSCG and PEAK, as amended or supplemented from time to time in accordance with its terms.

(www) "Re-Pricing Date" has the meaning set forth in the Re-Pricing Agreement.

(xxx) "Reset Period" means each five-year period (or such longer or shorter period as may be agreed to by PEAK and MSCG pursuant to the Re-Pricing Agreement) commencing on the last day of the Initial Period or prior Reset Period, as the case may be, and ending on the fifth anniversary (or such later or earlier anniversary, as the case may be) of such last day; provided that the final Reset Period shall be the period from the last day of the prior Reset Period to the end of the Delivery Period.

(yyy) "PEAK" is defined in the Preamble.

(zzz) "Tolling Letter Agreement" means that certain Letter Agreement by and between NTE and Gas Purchaser.

(aaaa) "Transporter" means all Gas gathering or pipeline companies transporting Gas for PEAK or Gas Purchaser upstream or downstream, respectively, of a Delivery Point.

(bbbb) "Trustee" means the Trustee under the Bond Indenture, which initially shall be The Bank of New York Mellon Trust Company, N.A., and its successors as trustee under the Bond Indenture.

(cccc) "Year" means a period of 12 consecutive Months beginning at the beginning of the first day of November each year and ending immediately prior to the beginning of the first day of November in the next calendar year.

## **ARTICLE II**

### **SERVICE OBLIGATIONS**

2.1 Effective Date. This Contract shall become effective upon the Effective Date and, unless this Contract is terminated early pursuant to Section 2.2, (a) all of PEAK's and Gas Purchaser's obligations under this Contract shall be deemed to have been incurred upon the Effective Date, and (b) the delivery of Gas under this Contract shall commence and continue for the Delivery Period (as described in further detail in Section 2.3 below).

2.2 Termination Due To Failure To Issue Bonds or Provide Minimum Discount. Each Party shall have a right to terminate this Contract with the effect that this Contract shall be of no further force or effect and the Parties shall have no rights or obligations hereunder if (a) the Bonds are not issued on or before December 31, 2018, or (b) PEAK notifies Gas Purchaser that the expected Available Discount for the Initial Period is less than the Minimum Discount.

2.3 Gas Supply Service.

(a) Subject to ARTICLE V, including provision for the Tolling Letter Agreement, PEAK shall tender for delivery to Gas Purchaser on a Firm basis, and Gas

Purchaser shall purchase and receive from PEAK at on a Firm basis, the applicable Daily Contract Quantity of Gas set forth for each Month in Exhibit B.

(b) The Parties also recognize and agree that the Daily Contract Quantity may be reduced in a Reset Period pursuant to the re-pricing methodology described in the Re-Pricing Agreement if necessary to achieve a successful remarketing of the Bonds. The Parties agree further that if, pursuant to the Re-Pricing Agreement, PEAK and the Calculation Agent determine in connection with the establishment of any new Reset Period that: (i) such Reset Period will be the final Reset Period and (ii) such Reset Period will end prior to the end of the original Delivery Period, then (A) PEAK will notify Gas Purchaser, (B) the Delivery Period will be deemed to be modified so that it ends at the end of such Reset Period, and (C) the Daily Contract Quantity for the last Month in such Reset Period may be reduced as provided in the Re-Pricing Agreement.

2.4 Pledge of this Contract. Gas Purchaser acknowledges and agrees that PEAK will pledge its right, title, and interest under this Contract and the revenues to be received under this Contract (other than the revenues attributable to the Project Administration Fee described in Section 4.3) to secure PEAK's obligations under the Bond Indenture.

### **ARTICLE III RECEIPT AND DELIVERY POINTS**

3.1 Delivery Points. All Gas delivered under this Contract shall be delivered and received at the point(s) of delivery specified in Exhibit A (each a "Primary Delivery Point") or to any other point of delivery (each an "Alternate Delivery Point") that has been mutually agreed to in writing by PEAK and Gas Purchaser (each Primary Delivery Point or Alternate Delivery Point, if specified, being a "Delivery Point").

3.2 Transfer of Title. Gas Purchaser shall take title to all Gas delivered to it by PEAK at the applicable Delivery Point and shall own such Gas and shall assume all risk of loss following such transfer at the applicable Delivery Point.

### **ARTICLE IV PRICING OF GAS SUPPLY SERVICES**

4.1 Charge Per MMBtu Delivered. For each MMBtu of Gas delivered by PEAK to Gas Purchaser at the Delivery Points, Gas Purchaser shall pay PEAK the index price determined pursuant to Exhibit C (or any substitute index price determined under Section 4.2) for the applicable Gas Day, less the Monthly Discount (the "Contract Price"). Gas Purchaser shall not be charged for any Gas that is not tendered for delivery by PEAK. Notwithstanding the foregoing, the Parties recognize and agree that the pricing specified in Section 5.2 shall apply to any Gas deliveries made by PEAK following a Failed Remarketing.

4.2 Substitute Index Price; Corrections to Index Prices.

(a) If the source of any publication used to determine the index price used in the Contract Price should cease to publish the relevant prices or should cease to be published entirely, the index price shall be the price per MMBtu, stated in U.S. dollars, for Gas to be delivered at the Delivery Point during the applicable Gas Day as set forth in an alternative index as determined under Section 18.11 of the Prepaid Gas Agreement. PEAK shall provide Gas

Purchaser the opportunity to provide its recommendations and other input to PEAK for PEAK's use in the process under Section 18.11 of the Prepaid Gas Agreement.

(b) If a value published for any rate or index used or to be used in this Contract is subsequently corrected and the correction is published or announced by the Person responsible for that publication or announcement within 30 days after the original publication or announcement, either Party may notify the other Party of (i) that correction and (ii) the amount (if any) that is payable as a result of that correction. If, not later than 30 days after publication or announcement of that correction, a Party gives notice that an amount is so payable, the Party that originally either received or retained such amount shall, not later than three Business Days after the effectiveness of that notice, pay, subject to any other applicable provisions of this Contract, to the other Party that amount, together with interest on that amount at the Default Rate (as defined in the Prepaid Gas Agreement) for the period from and including the day on which a payment originally was (or was not) made to but excluding the day of payment of the refund or payment resulting from that correction.

4.3 Project Administration Fee. PEAK shall bill and Gas Purchaser shall pay each Month, as part of the Monthly invoice described in ARTICLE XI, the Project Administration Fee. The Project Administration Fee shall equal the product of (i) the Daily Contract Quantity for the Month of Gas deliveries (in MMBtu), (ii) the number of days in such Month, and (iii) \$0.03.

4.4 Gas Remarketing.

(a) In the event Gas Purchaser does not require all or any portion of the DCQ that it is obligated to purchase under this Contract as a result of a loss of load on its system, PEAK shall, upon reasonable notice from Gas Purchaser, use Commercially Reasonable Efforts, to the extent permitted in the Prepaid Gas Agreement, to arrange for the sale of such quantities by MSCG to another purchaser(s). If such sales are made, PEAK shall credit the Net Remarketing Proceeds against the amount owed by Gas Purchaser.

(b) If Gas Purchaser has experienced or reasonably expects to experience a permanent loss of electricity load or a loss of requirements for Gas due to changes in Generation Requirements, then Gas Purchaser may direct PEAK to remarket permanently a corresponding portion of its DCQ by providing an irrevocable written notice. Such notice shall (i) include evidence reasonably satisfactory to PEAK of such permanent loss; (ii) indicate the portion of the DCQ to be remarketed; and (iii) indicate the effective date of such permanent remarketing, which effective date must be on the first day of a Month commencing not earlier than 30 days after such notice is given. Notwithstanding any other provision of this Contract, Gas Purchaser shall have no obligation to make any payments in respect of Gas for which permanent remarketing has been directed in accordance with this Section 4.4(b), including the Project Administration Fee.

4.5 Annual Refunds. During the term of this Contract, promptly following completion of the annual audit of PEAK's financial statements at the end of each fiscal year (currently the twelve-month period ending June 30), PEAK shall compare its revenues (as determined in accordance with the Bond Indenture) and expenses under the Prepaid Project for that fiscal year. For purposes of such annual comparison, PEAK's expenses shall include: (a) its expenses incurred in obtaining Gas supply under the Prepaid Project; (b) its administrative, legal, and accounting expenses directly incurred in connection with or properly allocable to the Prepaid Project, including the administration of this Contract and all other contracts for the sale of Gas obtained under the Prepaid Project; (c) debt service on the Bonds, including payments

under any interest rate swap or hedge agreement; (d) any replenishment of draws made upon any working capital fund associated with the Prepaid Project; (e) any deposits required to be made by PEAK into any debt service reserve or other reserve or contingency fund or funds established with respect to the Bonds; (f) any fees or other amounts due to any provider of credit support for the Bonds; (g) payments under any commodity price swap or hedge agreement entered into in connection with the Prepaid Project; and (h) any other similar costs and expenses. If this annual comparison demonstrates that such revenues exceeded such expenses during the applicable fiscal year and there are amounts on deposit in the fund established by the Bond Indenture available for such purpose, then PEAK shall make refunds to Gas Purchaser and the other Project Participants in the amount available after making allowances for any necessary and appropriate reserves and contingencies (as provided in the foregoing clause (e)), including but not limited to amounts deemed reasonably necessary by the Project Management Committee (and approved by PEAK's Board of Directors) to fund any working capital reserve and to reserve or account for unfunded liabilities, including future sinking fund or other principal amortization of the Bonds. The amount available for refund shall be allocated among and paid annually to Gas Purchaser and the other Project Participants in proportion to their respective purchases for such fiscal year. As of the Effective Date, the projected Annual Refund for the Initial Reset Period is [\$0.0x] per MMBtu.

## **ARTICLE V**

### **TERM**

5.1 Primary Term. This Contract shall be effective as of the Effective Date and shall be implemented to effectuate purchases and sales of Gas under this Contract for deliveries commencing on the first day of the Delivery Period. Unless earlier terminated in accordance with Section 2.2 or Section 5.2, this Contract thereafter shall remain in full force and effect for a primary term ending on the Maturity Date of the Bonds, subject to all winding up arrangements as described in Section 5.4.

5.2 Early Termination Before End of Primary Term. Notwithstanding Section 5.1, Gas Purchaser acknowledges and agrees that (i) in the event the Prepaid Gas Agreement terminates prior to the end of the primary term of this Contract, this Contract shall terminate on the date of early termination of the Prepaid Gas Agreement (subject to all winding up arrangements) and (ii) PEAK's obligation to deliver Gas under this Contract shall terminate upon the termination of deliveries of Gas to PEAK under the Prepaid Gas Agreement. In addition, Gas Purchaser acknowledges and agrees that this Contract may terminate early as a result of a default by Gas Purchaser under ARTICLE XIV. PEAK shall provide notice to Gas Purchaser of any early termination date. The Parties recognize and agree that, in the event that the Prepaid Gas Agreement terminates because of a Failed Remarketing of the Bonds that occurs in the first Month of a Reset Period, PEAK shall deliver Gas under this Contract for the remainder of such first Month, and, notwithstanding anything in this Contract to the contrary, the Contract Price for all Gas deliveries made by PEAK during such first Month shall be the applicable index price identified for deliveries in Exhibit C with no Monthly Discount, and there shall be no Annual Refunds associated with such deliveries.

### 5.3 Remarketing Election; Suspension and Resumption of Deliveries.

(a) Remarketing Event. For each Reset Period, at least ten (10) days prior to the applicable Remarketing Election Deadline, PEAK shall provide to Gas Purchaser a written notice setting forth the duration of such Reset Period and the estimated Available Discount for such Reset Period. In the event such estimated Available Discount for a Reset Period is not



equal to or greater than the Minimum Discount for that Reset Period (a “Remarketing Event”), such notice shall also state (i) that a Remarketing Event has occurred, (ii) the applicable Remarketing Election Deadline, and (iii) that Gas Purchaser, and each other Project Participant, may (A) continue to purchase and receive its Daily Contract Quantity during such Reset Period at a Contract Price that reflects the Monthly Discount portion of the Available Discount (as finally determined as hereinafter described), plus Annual Refunds, if any, as described in Section 4.5, or (B) elect that such Daily Contract Quantity be remarketed for such Reset Period (a “Remarketing Election”) by providing a Remarketing Election Notice prior to the Remarketing Election Deadline. The Parties acknowledge that the determination of the Available Discount for a Reset Period under the Re-Pricing Agreement will be through an iterative process that may commence with informal, non-binding communications that shall not constitute a written notice as provided for above, when PEAK may provide preliminary non-binding estimates of the Available Discount for a Reset Period.

(b) Remarketing Election. If Gas Purchaser elects to have its Daily Contract Quantity remarketed for such Reset Period following the occurrence of a Remarketing Event, Gas Purchaser must provide written notice of such Remarketing Election to PEAK, MSCG and the Trustee (its “Remarketing Election Notice”) not later than the applicable Remarketing Election Deadline. A Remarketing Election Notice shall be in substantially the form attached hereto as Exhibit G. In the event Gas Purchaser provides a Remarketing Election Notice on or prior to the applicable Remarketing Election Deadline, the Parties’ obligations to deliver and receive Gas shall be suspended for the duration of such Reset Period and the Daily Contract Quantity for such Reset Period shall be zero MMBtu per day.

(c) Extension of Remarketing Election Deadline. If a Remarketing Event has occurred and Gas Purchaser has not made a Remarketing Election, but one or more of the other Project Participants has made a Remarketing Election, the estimated Available Discount may be required to be recalculated pursuant to the Re-Pricing Agreement. In such case PEAK shall provide such new estimated Available Discount to Gas Purchaser promptly in writing, and the Remarketing Election Deadline shall be extended to the third Business Day following the date of such notice.

(d) Final Determination of Available Discount. The Parties acknowledge and agree that the final Available Discount for any Reset Period following the Initial Period will be determined on the applicable Re-Pricing Date, and that such Available Discount may differ from the estimate or estimates of such Available Discount provided to Gas Purchaser and the other Project Participants prior to the applicable Remarketing Election Deadline. Accordingly, the Parties agree that:

(i) the Available Discount for any Reset Period will not be less than the Minimum Discount applicable to such Reset Period, unless (A) PEAK has provided notice of such Remarketing Event to Gas Purchaser in accordance with paragraph (a) of this Section 5.3, and (B) Gas Purchaser has not provided a Remarketing Election Notice prior to the applicable Remarketing Election Deadline (as the same may be extended pursuant to paragraph (c) of this Section 5.3); and

(ii) if Gas Purchaser has not made a Remarketing Election prior to the applicable Remarketing Election Deadline (as the same may be extended pursuant to paragraph (c) of this Section 5.3), Gas Purchaser shall be deemed to have elected to continue to purchase and receive its Daily Contract Quantity at a Contract Price that reflects the Monthly Discount portion of the Available Discount as finally determined

on the applicable Re-Pricing Date, plus the right to its share of Annual Refunds, if any, and all delivery and purchase obligations under this Contract shall continue in full force and effect for the applicable Reset Period.

(e) Resumption of Deliveries. In the event that Gas deliveries are suspended following a Remarketing Election made by Gas Purchaser in accordance with this Section 5.3, the Parties acknowledge and agree that deliveries shall resume if, in connection with any future Reset Period, (i) the Available Discount calculated for such Reset Period is equal to or exceeds the Minimum Discount applicable to such Reset Period, or (ii) PEAK and Gas Purchaser mutually agree to resume deliveries for such future Reset Period with a discount less than the applicable Minimum Discount. PEAK shall provide notice setting forth the duration of the Reset Period and the estimated Available Discount for such Reset Period no later than at least ten (10) days prior to the applicable Remarketing Election Deadline for such Reset Period. The Parties acknowledge and agree that the final Available Discount will be determined on the applicable Re-Pricing Date, and that such Available Discount may differ from the estimate or estimates of such Available Discount with the effect described in subsection (d) above.

5.4 Winding Up Arrangements. The expiration or termination of this Contract shall not relieve either Party of (a) any unfulfilled obligation or undischarged liability of such Party on the date of such termination, (b) the consequences of any breach or default of any warranty or covenant contained in this Contract, (c) its obligation to effectuate all winding up arrangements or (d) its obligation to take any other actions as may be necessary to effectuate all of the terms of this Contract. For the avoidance of doubt, Gas Purchaser shall not be responsible for the payment of more than the Contract Price for Gas deliveries as a result of any winding up arrangements. All obligations and liabilities described in the preceding sentence of this Section 5.4, and the applicable provisions of this Contract creating or relating to such obligations and liabilities, shall survive such expiration or termination.

## **ARTICLE VI** **FAILURE TO PERFORM**

6.1 Cost of Replacement Gas. Except in cases of Force Majeure, for each MMBtu that PEAK is obligated to deliver to Gas Purchaser under this Contract but fails to deliver, PEAK shall pay to Gas Purchaser an amount equal to the difference between the price per MMBtu which would have been applicable to the undelivered Gas under ARTICLE IV and any higher cost per MMBtu which Gas Purchaser actually incurred to obtain an equivalent quantity of replacement Gas, including but not limited to any incremental charges associated with the transportation and storage of such replacement Gas, exercising Commercially Reasonable Efforts to obtain such replacement Gas and alternate transportation at a Commercially Reasonable price. For purposes of this Section 6.1, replacement Gas includes without limitation Gas withdrawn from storage, liquefied natural gas, and peak shaving, and costs associated with obtaining such Gas include without limitation storage withdrawal and injection costs, storage fuel, and liquefaction and vaporization costs for stored liquefied natural gas; provided, however, that for purposes of the foregoing the price of any such replacement Gas withdrawn from storage shall be the market price applicable to such Gas at the time of the withdrawal.

6.2 Obligation to Take the Daily Quantity.

(a) If on any Gas Day PEAK tenders the Daily Contract Quantity for delivery to Gas Purchaser and Gas Purchaser fails to take the Daily Contract Quantity, Gas Purchaser

shall remain obligated to pay PEAK the Contract Price for the Daily Contract Quantity plus the Project Administration Fee. PEAK shall credit to Gas Purchaser's account any Net Remarketing Proceeds for such Gas.

(b) Notwithstanding anything to the contrary in this Contract, if the Daily Contract Quantity for any Gas Day is nominated by NTE (or its designee) and scheduled as provided in the Tolling Letter Agreement, then PEAK is only obligated to deliver, and Gas Purchaser is only obligated to receive and pay for, the quantity of Gas that actually is scheduled and received on such Gas Day. Such nominations will be made directly to MSCG's upstream gas supplier and all scheduling of such Gas through MSCG and PEAK to Gas Purchaser will be handled accordingly. With regard to such Gas, PEAK shall not be responsible to Gas Purchaser for any costs or liabilities, including any failure to deliver such Gas, any imbalance charges, or any indemnification obligations relating thereto.

(c) With regard to any portion of the Daily Contract Quantity for any Gas Day that is not nominated by NTE (or its designee) and scheduled as provided in the Tolling Letter Agreement, when the subsequent sale of that Gas creates a non-qualifying use under U.S. Treas. Reg. § 1.148-1(e)(2)(iii), Gas Purchaser may make offsetting purchases of electricity to remediate such sales for tax purposes. Gas Purchaser shall be treated as being reimbursed by PEAK from the amounts described in the Prepaid Gas Agreement, Exhibit C, Section 5(f), for the Gas Purchaser's purchases of electricity that are associated with the Monthly Energy Payment. Accordingly, in the second month following a Remarketing Month, the Gas Purchaser's invoice shall show a credit equal to the Monthly Remediation Amount for such Remarketing Month related to the electricity purchases by Gas Purchaser. Exhibit J hereto includes an illustrative example calculation of the Monthly Remediation Amount.

6.3 No Consequential or Special Damages. Neither Party shall be liable for consequential, incidental, special, or punitive damages or losses that may be suffered by the other as a result of the failure to deliver or take or pay for the required quantities of Gas under this Contract.

6.4 Imbalances. The Parties shall use Commercially Reasonable Efforts to avoid the imposition of any Imbalance Charges. If PEAK or Gas Purchaser receives an invoice from a Transporter that includes Imbalance Charges related to the obligations of either Party under this Contract, the Parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Gas Purchaser's takes of quantities of Gas greater than or less than the Daily Contract Quantity at any Delivery Point, then Gas Purchaser shall pay for such Imbalance Charges or reimburse PEAK for such Imbalance Charges paid by PEAK. If the Imbalance Charges were incurred as a result of PEAK's deliveries of quantities of Gas greater than or less than the Daily Contract Quantity at any Delivery Point, then PEAK shall pay for such Imbalance Charges or reimburse Gas Purchaser for such Imbalance Charges paid by Gas Purchaser. Notwithstanding the provisions of Sections 6.1 and 6.2, the Parties may mutually agree to make up any differences between the Daily Contract Quantity and the quantity delivered or taken on any Gas Day in kind.

## **ARTICLE VII** **RESPONSIBILITY FOR TRANSPORTATION**

PEAK shall make all arrangements for transportation services required to effect the delivery of the Daily Contract Quantity to the Delivery Points. Gas Purchaser shall take all actions and be responsible for making all arrangements required to effect the transportation of

the Daily Contract Quantity from the Delivery Points, including but not limited to all nominations, scheduling, balancing, and associated management and administrative functions. PEAK shall bear all costs and expenses of transportation prior to the delivery of the Daily Contract Quantity at the Delivery Points, except as provided in this Contract. Gas Purchaser shall bear all costs of transportation at and after the delivery of Gas to the Delivery Points.

## **ARTICLE VIII DELIVERY REQUIREMENTS**

8.1 Specifications. All Gas delivered under this Contract shall be merchantable and shall, upon delivery, conform to the quality specifications and heating value specified in Gas Purchaser's Transporter's FERC Gas Tariff.

8.2 Pressure. All Gas sold by PEAK to Gas Purchaser under this Contract shall be delivered to Gas Purchaser at the pressure maintained from time to time in Gas Purchaser's Transporter's facilities at the Delivery Points.

8.3 Measurement. Gas sold under this Contract shall be measured through Gas Purchaser's Transporter's existing measurement facilities at the Delivery Points in accordance with the provisions of such Transporter's FERC Gas Tariff. The unit of volume for measurement of Gas delivered under this Contract shall be one Mcf or otherwise as consistent with Transporter's measurement at the Delivery Points. The sales unit of the Gas shall be one MMBtu, established by converting Mcfs measured at the Delivery Points to MMBtus according to the Btu content determined by Transporter on a dry basis at the Delivery Points under Transporter's FERC Gas Tariff. With respect to any measurement of Gas delivered or received under this Contract at any Delivery Point, the measurement of such Gas (including the definition of Btu used in making such measurement) by the operator of such Delivery Point shall be conclusive.

## **ARTICLE IX TITLE AND RISK OF LOSS**

PEAK warrants the title to all Gas sold to Gas Purchaser under this Contract. Transfer of custody and title to Gas sold under this Contract shall pass to and vest in Gas Purchaser at the Delivery Point. As between the Parties, PEAK shall be deemed to be in exclusive control and possession of Gas delivered under this Contract prior to the time of delivery to Gas Purchaser at the Delivery Point, and Gas Purchaser shall be deemed to be in exclusive control and possession of Gas delivered under this Contract at and after delivery at the Delivery Point.

## **ARTICLE X ROYALTIES AND TAXES**

10.1 Royalties and Other Charges. PEAK shall pay or cause to be paid any royalties or other sums due on the gathering, handling, and transportation of Gas sold under this Contract prior to its delivery to Gas Purchaser at the Delivery Point.

10.2 Taxes. The price for Gas sold to Gas Purchaser under this Contract is inclusive of all production, severance, ad valorem, or similar taxes levied on the production or transportation of the Gas prior to its delivery to Gas Purchaser at the Delivery Point, and all such taxes shall be borne and paid exclusively by PEAK; provided, however, that if Gas Purchaser is required to remit such taxes to the collecting authority, Gas Purchaser shall do so

and PEAK shall credit an amount equal to the taxes so paid against payments otherwise due to PEAK under this Contract. The price for Gas sold to Gas Purchaser under this Contract does not include any federal, tribal, state, or local sales, use, consumption, utility, storage, greenhouse gas, carbon, license, ad valorem, franchise, or similar taxes imposed by any taxing authority on the sale to, or use by, Gas Purchaser of Gas sold under this Contract, including without limitation ad valorem taxes on Gas held in storage by Gas Purchaser. Gas Purchaser shall be responsible for the payment of any such taxes and for completing and filing all required forms.

## **ARTICLE XI**

### **BILLING AND PAYMENT**

11.1 Timing. Not later than ten days following the end of the Month of delivery, PEAK or its designee shall provide a Monthly billing statement to Gas Purchaser of the amount due for Gas tendered for delivery under this Contract. Such billing statement shall be provided to Gas Purchaser by hand delivery, first-class mail, express courier, electronic transmission, or facsimile transmission to the address or facsimile number set forth for Gas Purchaser in Article XVIII. Gas Purchaser shall remit such amounts due to PEAK by wire transfer in immediately available funds on or before the 20th day of the Month following the Month of delivery, or if such day is not a Business Day, the immediately preceding Business Day. If the Billing Statement indicates an amount due from PEAK, then PEAK shall remit such amount to Gas Purchaser by wire transfer (pursuant to Gas Purchaser's instructions), in immediately available funds, on or before the 28th day of the Month following delivery, or if such day is not a Business Day, the following Business Day.

11.2 Late Payment. In the event Gas Purchaser fails to pay an amount when due hereunder, interest thereon shall accrue at a rate of interest per annum equal to the lesser of (i) the Prime Rate plus three percent or (ii) the maximum rate permitted by law, in either case from the due date until paid. If Gas Purchaser disputes the appropriateness of any charge or calculation in any billing statement, Gas Purchaser, within the time provided for payment, shall notify PEAK of the existence of and basis for such dispute and shall pay all amounts billed by PEAK, including any amounts in dispute. If it is ultimately determined that Gas Purchaser did not owe the disputed amount, by agreement or by a final order of a court of competent jurisdiction which is not subject to appeal or concerning which any right to appeal has been waived or which the Parties have irrevocably agreed not to appeal, PEAK shall pay Gas Purchaser that amount plus interest as calculated in accordance with this Section 11.2.

11.3 Audit Rights. Each Party shall have the right, at its own expense, to examine and audit at any reasonable time the books, records, measurement data, charts, and telemetry data of the other Party to the extent, but only to the extent, necessary to verify the accuracy of any statements or charges made under or pursuant to this Contract. Any inaccuracy shall be corrected promptly when discovered; provided, however, that neither Party shall be required to maintain books, records, measurement data, charts, or telemetry data for a period of more than two calendar years following the end of the calendar year to which they are applicable. Neither Party shall have a right to question or contest any charge or credit if the matter is not called to the attention of the other Party in writing within 24 Months of the date of the charge or credit in question.

11.4 Special Obligations and Covenants of Gas Purchaser Gas Purchaser's obligation to make the payments it is required to make under this Contract is a several obligation and not a joint obligation with the obligations of any other Project Participant under its

contract with PEAK for the purchase of Gas under the Prepaid Project. Gas Purchaser further covenants and agrees:

(a) to make such payments from the revenues of its municipal utility system, and as a charge against such revenues, as an operating expense of its municipal system and a cost of purchased Gas; provided, however, that Gas Purchaser, in its discretion, may apply any legally available monies to the payment of amounts due under this Contract;

(b) that it will establish, maintain, and collect rates and charges for the services furnished by its municipal utility system so as to provide revenues sufficient, together with other available municipal utility system revenues, to enable Gas Purchaser to pay to PEAK all amounts payable under this Contract and to pay all other amounts payable from the revenues of Gas Purchaser's municipal utility system, and to maintain any required reserves;

(c) that it shall not furnish or supply services from its municipal utility system free of charge to any person, firm, corporation, association, or other entity, public or private, except any such service free of charge that Gas Purchaser is supplying as of the date of this Contract, as has been specifically identified by Gas Purchaser to PEAK in writing, and that it shall promptly enforce the payment of any and all material accounts owing to Gas Purchaser for the sale of Gas or the provision of services to its customers;

(d) that any future bond issue undertaken by Gas Purchaser, or in connection with any other financing or financial transaction, Gas Purchaser shall provide that the amounts payable by it under this Contract constitute a cost of purchased Gas and an operating expense of its municipal utility system payable, together with all other operating expenses, from a first charge on the revenues of its municipal utility system and shall not pledge or encumber the revenues of its municipal utility system through a gross revenue pledge or in any other way which creates a prior or superior obligation to its obligation to make payments under this Contract; and

(e) that it shall not take an action to institute an Event of Insolvency with respect to Gas Purchaser.

11.5 Financial Responsibility. When reasonable grounds for insecurity of payments due under this Contract arise, PEAK may demand, and Gas Purchaser shall provide within five Business Days if demanded, adequate assurance of performance. Reasonable grounds include but are not limited to the occurrence of an Event of Insolvency with respect to Gas Purchaser or the downgrading of Gas Purchaser's credit rating, if any, by a Rating Agency to a level below investment grade, and/or such facts and circumstances which would constitute reasonable grounds for insecurity under the Uniform Commercial Code in effect in the State of New York. Adequate assurance shall mean sufficient security in the form and for a term reasonably specified by PEAK, including but not limited to a standby irrevocable letter of credit, a prepayment, a deposit to an escrow account, or a performance bond or guaranty by a creditworthy entity; provided, however, that the total amount of adequate assurance shall not exceed an amount equal to the sum of the Monthly billing statements for the two (2) prior billing Months. The Parties agree that in the event Gas Purchaser fails to provide such adequate assurance as demanded, PEAK shall have the right to suspend further deliveries of Gas to Gas Purchaser under this Contract on three days written notice and shall not be obligated to restore such deliveries until the first day of the Month after such demand has been satisfied; provided, however, that PEAK shall not be obligated to restore such deliveries notwithstanding the



satisfaction of such demand until the completion of the term of deliveries to any replacement sales customer to which MSCG has remarketed the Gas on behalf of PEAK.

11.6 No Set-Off. Payment for all amounts set forth in a billing statement provided to Gas Purchaser pursuant to Section 11.1 shall be made without set-off or counterclaim of any kind.

## **ARTICLE XII LAWS AND REGULATIONS**

This Contract is subject to all valid laws, orders, rules, regulations, or other governmental actions of any duly constituted federal, state, or local governmental authority, to the extent such laws, orders, rules, and regulations are applicable and effective from time to time; provided, however, that no such action by Gas Purchaser's or PEAK's governing body may affect that Party's obligations and rights under this Contract.

## **ARTICLE XIII FORCE MAJEURE**

13.1 Suspension of Obligations. Except with regard to a Party's obligation to make payments under this Contract, neither Party shall be liable to the other for failure to perform an obligation to the extent such failure was caused by Force Majeure, as defined in Section 13.2.

13.2 Force Majeure Defined. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the Party claiming suspension, as further defined in this Section 13.2. The term "Force Majeure" shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes or tornadoes, which result in evacuation of the affected area, floods, washouts, explosions, or breakage of or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of transportation and/or storage by Transporters (provided that if the affected Party is using interruptible or secondary Firm transportation, only if primary, in-path, Firm transportation is also curtailed by the same event, or, if the relevant Transporter does not curtail based on path, if primary Firm transportation is also curtailed); (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections, wars or acts of terror; (v) governmental actions, such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a Government Agency having jurisdiction; and (vi) any invocation of Force Majeure by MSCG under the Prepaid Gas Agreement. PEAK and Gas Purchaser shall make Commercially Reasonable Efforts to avoid the adverse impacts of a Force Majeure event or occurrence and to resolve the event or occurrence once it has occurred in order to resume performance.

13.3 Force Majeure Exclusions. Neither Party shall be entitled to the benefits of a claim of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the Party claiming excuse failed to remedy the condition and to resume the performance of its obligations with reasonable dispatch; (ii) economic hardship, to include, without limitation, PEAK's ability to sell Gas at a higher or more advantageous price, Gas Purchaser's ability to purchase Gas at a lower or more advantageous price, or a Government Agency disallowing, in whole or in part, the pass-through of costs resulting from this Contract; or (iii) the loss of Gas Purchaser's markets or Gas Purchaser's inability to resell Gas purchased under this Contract, except, in either case, as provided in Section 13.2. Gas Purchaser shall

not be entitled to the benefit of the provisions of Force Majeure to the extent performance is adversely affected by any action taken by Gas Purchaser in its governmental capacity. The Party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

13.4 Settlement of Labor Disputes. Notwithstanding anything to the contrary in this Contract, the Parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the Party experiencing such disturbance.

13.5 Force Majeure Procedure. The Party whose performance is prevented by Force Majeure must provide notice to the other Party as soon as practicable. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notice of Force Majeure to the other Party, the affected Party will be relieved of its obligation, from the onset of Force Majeure, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither Party shall be deemed to have failed in such obligations to the other during such occurrence or event.

#### **ARTICLE XIV DEFAULT**

14.1 Failure by Gas Purchaser to Make Payments Due. Failure by Gas Purchaser to make to PEAK when due any of the payments for which provision is made in this Contract shall constitute a default on the part of Gas Purchaser.

14.2 Enforcement and Right to Discontinue Service. In the event of any default under Section 14.1, PEAK shall have the right to recover from Gas Purchaser any amount in default. In enforcement of any such right of recovery, PEAK may bring any suit, action, or proceeding at law or in equity, including without limitation mandamus, injunction and action for specific performance, as may be available to PEAK to enforce any covenant, agreement, or obligation to make any payment for which provision is made in this Contract, and PEAK in its sole discretion may, upon three days written notice to Gas Purchaser, cease and discontinue providing delivery of all or any portion of the Gas otherwise to be delivered to Gas Purchaser at the Delivery Points under this Contract. In the event PEAK takes all or any of the actions authorized by this Section 14.2, Gas Purchaser shall remain fully liable for payment of all amounts in default and shall not be relieved of any of its payment obligations under this Contract.

14.3 Reinstatement of Service. If PEAK exercises its right to discontinue providing Gas deliveries to Gas Purchaser under Section 14.2, such Gas deliveries may only be reinstated, at a time to be determined by PEAK, upon (i) payment in full by Gas Purchaser of all amounts then due and payable under this Contract and (ii) payment in advance by Gas Purchaser at the beginning of each Month of amounts estimated by PEAK to be due to PEAK for the future delivery of Gas under this Contract for such Month. PEAK may continue to require payment in advance after the reinstatement of service under this Contract for such period of time as PEAK in its sole discretion may determine is appropriate.

14.4 Other Default by Gas Purchaser. In the event of a failure by Gas Purchaser to establish, maintain, or collect rates or charges adequate to provide revenues sufficient to enable Gas Purchaser to pay all amounts due to PEAK under this Contract, or in the event of a failure by Gas Purchaser to take from PEAK its Gas supplies in accordance with the provisions of this Contract, or in the event of any default by Gas Purchaser under any other covenant, agreement,

or obligation in this Contract, PEAK (without limiting the provisions of Section 14.6) may bring any suit, action, or proceeding at law or in equity, including without limitation mandamus, injunction, and action for specific performance, as may be available to PEAK to enforce any covenant, agreement, or obligation of Gas Purchaser in this Contract. In addition to the foregoing remedies (and without limiting any other provisions of this Contract), if Gas Purchaser fails to accept from PEAK any of the Daily Contract Quantity tendered for delivery under this Contract, PEAK shall have the right to sell such Gas to third parties.

14.5 Default by PEAK. In the event of a default by PEAK under any covenant, agreement, or obligation in this Contract, Gas Purchaser (without limiting the provisions of Section 14.6) may bring any suit, action, or proceeding at law or in equity, including without limitation mandamus, injunction, and action for specific performance, as may be available to Gas Purchaser to enforce any covenant, agreement, or obligation in this Contract against PEAK.

14.6 Arbitration and Mediation. Notwithstanding any other provision of this Contract to the contrary, the Parties by mutual agreement may agree to mediate or arbitrate any dispute that arises under this Contract.

14.7 Third-Party Beneficiaries. Except as provided in this Section 14.7, it is specifically agreed that there are no third-party beneficiaries of this Contract and that this Contract shall not impart any rights enforceable by any Person not a party to this Contract. Gas Purchaser acknowledges and agrees that (i) PEAK will pledge and assign its rights, title and interest in this Contract and the amounts payable by Gas Purchaser under this Contract (other than amounts payable in respect of the Project Administration Fee under Section 4.3) to secure PEAK's obligations under the Bond Indenture, (ii) the Trustee shall be a third-party beneficiary of this Contract with the right to enforce Gas Purchaser's obligations under this Contract, (iii) the Trustee or any receiver appointed under the Bond Indenture shall have the right to perform all obligations of PEAK under this Contract, and (iv) in the event of a default in payments by Gas Purchaser under this Contract, (a) MSCG may, to the extent provided for in, and in accordance with, the Receivables Purchase Agreement (as defined in the Bond Indenture), take assignment from PEAK of receivables owed by Gas Purchaser to PEAK under this Contract, and shall thereafter have all rights of collection with respect to such receivables and interest accrued thereon, and (b) if such receivables are not so assigned, the Commodity Swap Counterparty shall have the right to pursue collection of such receivables to the extent of any non-payment by PEAK under the Commodity Swap that was caused by Gas Purchaser's payment default.

## **ARTICLE XV**

### **PROJECT MANAGEMENT AND ADMINISTRATION**

15.1 Administration of the Prepaid Project. PEAK covenants and agrees that it will use its best efforts to acquire, manage and administer the Prepaid Project for the benefit of all of the Project Participants. Gas Purchaser acknowledges and agrees that PEAK may from time to time enter into amendments of and supplements to the Bond Indenture and any or all of the other Project Agreements (in accordance with their respective terms) and that PEAK will not be required to obtain the consent or approval of Gas Purchaser in connection with any such supplement or amendment.

15.2 Project Management Committee. Pursuant to PEAK's bylaws, Project Participants may appoint a representative to serve on the Project Management Committee (the "Project Management Committee"). The Project Management Committee is required to act in

accordance with and is governed by PEAK's bylaws. In the event that a weighted vote is called for on any matter before the Project Management Committee, each Project Participant shall be entitled to cast a number of votes that is equal to its Daily Contract Quantity under its Gas Supply Contract.

#### **ARTICLE XVI WAIVERS**

No waiver by either PEAK or Gas Purchaser of any default of the other under this Contract shall operate as a waiver of any future default, whether of like or different character or nature.

#### **ARTICLE XVII SUCCESSION AND ASSIGNMENT**

The terms and provisions of this Contract shall extend to and be binding upon the Parties and their respective successors, assigns, and legal representatives; provided, however, that neither Party may assign this Contract or its rights and interests, in whole or in part, under this Contract as set forth in this Article XVII without the prior written consent of the other Party, except that PEAK may assign its interests under this Contract as described in Section 14.7. Prior to assigning this Contract, Gas Purchaser shall deliver to PEAK (i) written confirmation from each of the Applicable Rating Agencies, provided that such agency has rated and continues to rate the Bonds, that the assignment will not result in a reduction, qualification, or withdrawal of the then-current ratings assigned by the Applicable Rating Agencies to the Bonds; or (ii) written confirmation from each of the Applicable Rating Agencies, that the assignee has an outstanding long-term senior, unsecured, unenhanced debt rating equivalent to or higher than the ratings assigned by the Applicable Rating Agencies to the Bonds. Whenever an assignment or a transfer of a Party's interest in this Contract is requested to be made with the written consent of the other Party, the assigning or transferring Party's assignee or transferee shall expressly agree to assume, in writing, the duties and obligations under this Contract of the assigning or transferring Party. Upon the agreement of a Party to any such assignment or transfer, the assigning or transferring Party shall furnish or cause to be furnished to the other Party a true and correct copy of such assignment or transfer and assumption of duties and obligations.

#### **ARTICLE XVIII NOTICES**

Except as is otherwise specifically provided in this Contract, any notice, request, demand, or statement provided for in this Contract must be given in writing and delivered in person, by United States mail, or by express courier to the respective Parties at the addresses shown below or at such other addresses as may hereafter be furnished to the other Party in writing, and all payments due from Gas Purchaser under this Contract shall be made by wire transfer to the account for payments set forth below:

PEAK:

Public Energy Authority of Kentucky  
P.O. Box 299  
Carrollton, KY 41008  
Attention: President and General Manager

Telephone: (502) 732-0991  
Fax: (502) 732-8777  
Email: gballinger@peakgas.net

Payments to PEAK:

The Bank of New York Mellon Trust Company  
ABA #: [\_\_\_\_\_]   
A/C #: [\_\_\_\_\_]   
Re: [\_\_\_\_\_]   
Attn: [\_\_\_\_\_]¹

Gas Purchaser: ²

[\_\_\_\_\_]   
[\_\_\_\_\_]   
[\_\_\_\_\_]   
[\_\_\_\_\_]

Payments to Gas Purchaser:

By Wire Transfer: [\_\_\_\_\_]   
Account No.: [\_\_\_\_\_]   
ABA No. [\_\_\_\_\_]   
Attn: [\_\_\_\_\_]

Any notice initially delivered orally as may be permitted under this Contract shall be confirmed in writing. Any notice initially delivered by facsimile transmission, email or other electronic means shall be followed by a hard copy sent by first-class mail or express courier within two days after transmission of the facsimile transmission, email or other electronic means; provided, however, that notice shall not be deemed ineffective if actually received by the Party to whom it was sent.

**ARTICLE XIX**  
**CHOICE OF LAW**

This Contract is entered into by PEAK pursuant to the authority contained in the Act. This Contract shall be interpreted and construed in accordance with the applicable laws of the State of New York, excluding conflicts of law principles which would refer to the laws of another jurisdiction; provided, however, that the authority of Gas Purchaser to enter into this Contract shall be governed by and interpreted in accordance with the laws of the state or commonwealth, as applicable, of its formation.

¹NTD: Trustee to provide.  
²NTD: Gas Purchaser to provide.

**ARTICLE XX**  
**MODIFICATIONS**

No modifications of the terms and provisions of this Contract shall be or become effective except pursuant to and upon the due and mutual execution of a supplemental written amendment by the Parties.

**ARTICLE XXI**  
**COMPUTATIONS**

Except as otherwise provided herein, all computations related to prices and indices performed under this Contract shall be rounded to four decimal places (\$0.0000).

**ARTICLE XXII**  
**REPRESENTATIONS AND WARRANTIES**

22.1 Representations and Warranties of PEAK. PEAK hereby makes the following representations and warranties to Gas Purchaser:

(a) PEAK is Natural Gas Acquisition Authority of the Commonwealth of Kentucky, an agency and instrumentality for accomplishing essential government functions of the municipal utilities creating and establishing it, a political subdivision and a public body corporate of the Commonwealth, and a “public agency” within the meaning of KRS 65.230, duly organized and validly existing under the laws of the Commonwealth of Kentucky, and has the power and authority to own its properties, to carry on its business as now being conducted, and to enter into and to perform its obligations under this Contract.

(b) The execution, delivery, and performance by PEAK of this Contract have been duly authorized by all necessary corporate action of PEAK and do not and will not require, subsequent to the execution of this Contract by PEAK, any consent or approval of the Board of Directors or any officers of PEAK.

(c) This Contract is the legal, valid, and binding obligation of PEAK, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors’ rights heretofore or hereafter enacted, to the extent constitutionally applicable.

(d) As of the date of this Contract, there is no pending or, to PEAK’s knowledge, threatened action or proceeding affecting PEAK which purports to affect the legality, validity, or enforceability of this Contract.

22.2 Representations and Warranties of Gas Purchaser. Gas Purchaser hereby makes the following representations and warranties to PEAK:

(a) Gas Purchaser is a political subdivision of the state of [North/South] Carolina, and has the power and authority to own its properties, to carry on its business as now being conducted, and to execute, deliver, and perform this Contract.

(b) The execution, delivery, and performance by Gas Purchaser of this Contract have been duly authorized by the governing body of Gas Purchaser and do not and



will not require, subsequent to the execution of this Contract by Gas Purchaser, any consent or approval of the governing body or any officers of Gas Purchaser.

(c) This Contract is the legal, valid, and binding obligation of Gas Purchaser, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

(d) As of the date of this Contract, there is no pending or, to Gas Purchaser's knowledge, threatened action or proceeding affecting Gas Purchaser which purports to affect the legality, validity, or enforceability of this Contract.

(e) Gas Purchaser shall deliver to PEAK a Federal Tax Certificate in substantially the form set forth in Exhibit E on the Effective Date; provided that, if the Bond Closing Date occurs after December 31, 2018, Gas Purchaser shall deliver an updated Federal Tax Certificate in substantially the form set forth in Exhibit E on the Bond Closing Date.

(f) Gas Purchaser shall deliver to PEAK an opinion letter of counsel to Gas Purchaser in substantially the form set forth in Exhibit F on the Bond Closing Date.

(g) Gas Purchaser shall deliver to PEAK a Closing Certificate in substantially the form set forth in Exhibit H on the Bond Closing Date.

### **ARTICLE XXIII** **SPECIAL OBLIGATIONS OF THE GAS PURCHASER**

23.1 Tax-Exempt Status of Bonds. The Bonds will be issued with the intention that the interest thereon will be exempt from federal taxes under Section 103 of the Code. Accordingly, Gas Purchaser agrees that it will (a) provide such information with respect to its gas supply program as may be requested by PEAK in order to establish the tax-exempt status of the Bonds, and (b) act in accordance with such written instructions as PEAK may provide from time to time in order to maintain the tax-exempt status of the Bonds. Gas Purchaser further agrees that it will not at any time take any action, or fail to take any action, which would adversely affect the tax-exempt status of the Bonds. Without limiting the foregoing, Gas Purchaser further agrees that it will use all of the Gas purchased under this Contract and electricity produced from "Tolling Fuel" as defined in the Tolling Letter Agreements. (i) for a "qualifying use" as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii), (ii) in a manner that will not result in any "private business use" within the meaning of Section 141 of the Code, and (iii) consistent with the Federal Tax Certificate attached as Exhibit E. Gas Purchaser agrees that it will provide such additional information, records and certificates as PEAK may reasonably request to confirm Gas Purchaser's compliance with this Section 23.1.

23.2 Continuing Disclosure. Gas Purchaser agrees to provide to PEAK: (a) such financial and operating information as may be requested by PEAK including its most recent audited financial statements for use in PEAK's offering documents for the Bonds; and (b) annual updates to such information and statements to enable PEAK to comply with its continuing disclosure undertakings under Rule 15(c)2-12 of the United States Securities and Exchange Commission (the "Rule"). Failure by Gas Purchaser to comply with its agreement to provide such annual updates shall not be a default under this Contract, but any such failure shall entitle PEAK or an owner of the Bonds to take such actions and to initiate such proceedings as may be

necessary and appropriate to cause Gas Purchaser to comply with such agreement, including without limitation the remedies of mandamus and specific performance.

23.3 Power Sales Agreement Invoice. Gas Purchaser agrees to provide to PEAK and MSCG each Month its invoice under the Power Sales Agreement by electronic mail within twenty four (24) hours of receipt.

23.4 Replacement of Power Sales Agreement or Use of Other Power Generation.

(a) If Gas Purchaser enters into another power sales agreement with NTE or another party following the expiration of the term of the Power Sales Agreement, Gas Purchaser shall exercise Commercially Reasonable Efforts to enter into a new tolling agreement on substantially the same terms as the Tolling Letter Agreement, or otherwise include such terms in the new power sales agreement, for the period ending on the earlier of (i) the final day of the term of such new power sales agreement or (ii) the final day of the Delivery Period.

(b) If Gas Purchaser at any time during the Delivery Period is not able to use the Gas to be delivered hereunder to generate electricity under the Power Sales Agreement or another power sales agreement entered into in accordance with the terms set forth in Section 23.3(a) above but Gas Purchaser has Generation Requirements *i.e.*, need for Gas (including without limitation in any electric generation facility owned or partially owned by Gas Purchaser), then Gas Purchaser shall take and use Gas available hereunder in priority and preference over any other Gas.

## **ARTICLE XXIV** **EXCHANGES**

24.1 General Rule. Gas Purchaser may effectuate an exchange of Delivery Points for Gas purchased under this Contract on a daily or Monthly basis under Section 24.2 or Section 24.3; provided, however, that any failure by a third party to perform its obligations under any such exchange arrangement shall not relieve Gas Purchaser of its obligations under this Contract.

24.2 Description of Exchange Agreement. Gas Purchaser may enter into an exchange agreement with a third party under which Gas Purchaser implements synthetic transportation of the Gas delivered at a Delivery Point ("Point A") to a delivery point on another pipeline connected with Gas Purchaser's system ("Point B"). Under such an exchange agreement, Gas Purchaser would deliver Gas at Point A to the exchange counterparty and receive delivery of an equivalent value of Gas at Point B from the exchange counterparty. The equivalent value of Gas at Point B may be taken by Gas Purchaser on the same Gas Day that Gas is delivered at Point A or at any time after such Gas Day within the same or the next succeeding Month. The transaction described in this Section 24.2 is not in itself a "disqualifying use" under federal tax law in effect on the date of this Contract.

24.3 Exchange Transactions Through a Third Party. In addition to an exchange agreement under Section 24.2, Gas Purchaser may effectuate an exchange of deliveries of Gas at Point A (as described in Section 24.2) for deliveries at Point B (as described in Section 24.2) by entering into an agreement to provide the exchange through a third party. Under such an agreement, Gas Purchaser would arrange for the delivery of Gas to one party ("Party 1") at Point A, and the receipt of Gas from another party ("Party 2") at Point B, either directly or through a commodity exchange such as the Intercontinental Exchange, and bring the

arrangements with Party 1 and Party 2 to a third party for the third party to enter into. Gas Purchaser would then enter into an exchange agreement with the third party, as described in Section 24.2 above. The transaction described in this Section 24.3 is not in itself a “disqualifying use” under federal tax law in effect on the date of this Contract.

## **ARTICLE XXV** **INTERPRETATION**

25.1 Entirety of Contract. This Contract constitutes the entire agreement between PEAK and Gas Purchaser with respect to the sale, delivery, purchase and receipt of the Daily Contract Quantity under the Prepaid Project, and supersedes any and all prior negotiations, understandings, or agreements, whether oral or in writing.

25.2 Headings. The headings used throughout this Contract are inserted for reference purposes only and shall not be construed or considered in interpreting the terms and provisions of any Section or Article or this Contract as a whole.

25.3 Severability. If any Article, Section, term, or provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said Article, Section, term, or provision; provided, however, that if such severability materially changes the economic benefits of this Contract to either Party, the Parties agree to negotiate promptly an equitable adjustment to the provisions of this Contract in good faith so as to place the Parties in as close to the same position as is possible under the circumstances as they were prior to such declaration by the court or other action or event.

25.4 Limited Liability. PEAK and Gas Purchaser acknowledge and agree that Gas Purchaser’s obligations under this Contract are limited as expressly described in this Contract and that PEAK has no recourse to any other source of payment from Gas Purchaser except as set forth in Section 11.4 of this Contract. PEAK and Gas Purchaser acknowledge and agree that Gas Purchaser has no recourse to any source of payment from PEAK under this Contract except the Trust Estate as defined in the Bond Indenture, and only to the extent such funds are available to be applied for such purpose in accordance with the Bond Indenture.

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**ARTICLE XXVI  
COUNTERPARTS**

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and each of which shall be deemed to be an original instrument as against a Party that has signed it.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date hereinabove first written.

**[GAS PURCHASER]**

By: _____	Attested By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

**PUBLIC ENERGY AUTHORITY OF KENTUCKY**

By: _____	Attested By: _____
Printed Name: Gerald L. Ballinger	Printed Name: _____
Title: President and General Manager	Title: _____

**PRE-AUDIT CERTIFICATION**

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

\_\_\_\_\_  
Town of \_\_\_\_\_ Finance Director

**EXHIBIT A**  
**PRIMARY DELIVERY POINTS**

Pipeline: Transcontinental Gas Pipe Line Company  
Delivery Point: Kings Mountain Facility, Meter No. 9009689

**EXHIBIT B**

**DAILY CONTRACT QUANTITY**

[ ] MMBtu per day



**EXHIBIT C  
INDEX PRICE**

“NATURAL GAS-CITYGATES, TRANSCO, ZONE 5 DEL. SOUTH-GAS DAILY” means that the price for a Pricing Date will be that day's Specified Price per MMBTU of natural gas for delivery on the Delivery Date, stated in U.S. Dollars, published under the heading "Daily Price Survey (\$/MMBtu): Northeast: Transco, zone 5 del. South: Midpoint" in the issue of *Gas Daily* that reports prices effective on that Pricing Date.

**EXHIBIT D  
MONTHLY DISCOUNT**

[\_\_\_\_\_] per MMBtu per for the period from and including [\_\_\_\_\_] to and including [\_\_\_\_\_]

## EXHIBIT E

### FORM OF FEDERAL TAX CERTIFICATE

This Federal Tax Certificate is executed in connection with the Gas Supply Contract dated as of \_\_\_\_\_, 2018 (the "Supply Contract"), by and between Public Energy Authority of Kentucky ("PEAK") and [\_\_\_\_\_] ("Gas Purchaser"). Capitalized terms used and not otherwise defined herein shall have the meanings given to them herein, in the Supply Contract, the Closing Certificate of the Gas Purchaser, or in the Bond Indenture.

WHEREAS Gas Purchaser acknowledges that PEAK is issuing the Bonds to fund the prepayment price under the Prepaid Gas Agreement; and

WHEREAS the Bonds are intended to qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended; and

WHEREAS Gas Purchaser's use of Gas acquired pursuant to the Supply Contract and certain funds and accounts of Gas Purchaser will affect the Bonds' qualification for such tax exemption.

NOW, THEREFORE, GAS PURCHASER HEREBY CERTIFIES AS FOLLOWS:

1. Gas Purchaser is a [public corporation/municipal corporation, etc.] created and existing pursuant to the provisions of \_\_\_\_\_ law, organized under the laws of the State of [North/South] Carolina.
2. Gas Purchaser will use all of the Gas acquired pursuant to the Supply Contract to generate electricity to sell to its retail electricity customers within its electricity Service Area, with retail sales in all cases being made pursuant to regularly established and generally applicable tariffs or under authorized requirements contracts. For purposes of the foregoing sentence, the term "Service Area" means (x) the area throughout which Gas Purchaser provided electricity distribution service at all times during the 5-year period ending on December 31, 2017 ("Testing Period"), and from then until the date of issuance of the Bonds (the "Closing Date"), and (y) any area recognized as the Service Area of Gas Purchaser under state or federal law. In addition, for purposes of the foregoing sentence, Gas Purchaser will use the Gas to generate electricity by means of a tolling arrangement with NTE Carolinas, LLC ("NTE") or as otherwise set forth in Section 23.3 of the Gas Contract in the event the tolling arrangement is not extended through the term of the Supply Contract. Pursuant to such tolling arrangement, Gas Purchaser will deliver the Gas to NTE, which will convert the Gas into electricity on behalf of Gas Purchaser at NTE's Kings Mountain Energy Center, located in Cleveland County, North Carolina ("King's Mountain Energy Center"). The Gas will not be sold to NTE. The electricity generated from the Gas will be delivered to Gas Purchaser substantially contemporaneously with the delivery of the associated Gas. Gas Purchaser will pay capital, variable operating and maintenance, and overhead costs customary to such tolling arrangements.
3. King's Mountain Energy Center is a new facility that commenced operations in 2018. Accordingly, Gas Purchaser has no history of use of gas during the Testing Period to generate electricity. Nonetheless, based on (x) the heat rate of King's Mountain Energy Center and (y) the amount of electricity sold (other than for resale) to customers of Gas Purchaser who are located within the Service Area of Gas Purchaser, the annual average amount during the

Testing Period of Gas that would have been used by Gas Purchaser to generate electricity for sale (other than for resale) to customers of Gas Purchaser who are located within the Service Area of Gas Purchaser would have been [\_\_\_\_\_] MMBtu. The maximum annual amount of Gas in any year being acquired pursuant to the Supply Contract is [\_\_\_\_\_] MMBtu. The annual average amount of Gas which Gas Purchaser holds in storage as of the Closing Date is [\_\_\_\_\_] MMBtu. The annual average amount of Gas which Gas Purchaser otherwise has a right to acquire as of the Closing Date is [\_\_\_\_\_] MMBtu. The sum of (a) the maximum amount of Gas in any year being acquired pursuant to the Supply Contract, (b) the annual average amount of Gas which Gas Purchaser holds in storage, and (c) the amount of Gas which Gas Purchaser otherwise has a right to acquire in the year described in the foregoing clause (a) is [\_\_\_\_\_] MMBtu. Accordingly, the amount of Gas to be acquired under the Supply Contract by Gas Purchaser, supplemented by the amount of Gas otherwise available to Gas Purchaser as of the Closing Date, during any year does not exceed the sum of (i) [\_\_\_]% of the annual average amount during the Testing Period of Gas that would have been used by Gas Purchaser to generate electricity for sale (other than for resale) to customers of Gas Purchaser who are located within the Service Area of Gas Purchaser; and (ii) the amount of Gas to be used to transport the prepaid Gas to Gas Purchaser during such year.

4. Gas Purchaser expects to pay for Gas acquired pursuant to the Supply Contract solely from funds derived from its electricity distribution operations. Gas Purchaser expects to use current net revenues of its electricity distribution operations to pay for current Gas acquisitions. There are no funds or accounts of Gas Purchaser or any person who is a Related Person to Gas Purchaser in which monies are invested and which are reasonably expected to be used to pay for Gas acquired more than one year after it is acquired. No portion of the proceeds of the Bonds will be used directly or indirectly to replace funds of Gas Purchaser or any persons who are Related Persons to Gas Purchaser that are or were intended to be used for the purpose for which the Bonds were issued.

\_\_\_\_\_, 2018

By: \_\_\_\_\_  
[Name]

**EXHIBIT F**

**FORM OF OPINION OF COUNSEL TO GAS PURCHASER**

[\_\_\_\_], 2018

Public Energy Authority of Kentucky  
Carrollton, KY

Morgan Stanley Capital Group Inc.  
New York, NY

Morgan Stanley  
New York, NY

Bank of New York Mellon Trust Company, N.A.  
Birmingham, AL

BP Energy Company  
Houston, TX

Re: Gas Supply Contract Between \_\_\_\_\_ and  
Public Energy Authority of Kentucky dated [\_\_\_\_], 2018

Ladies and Gentlemen:

We are Counsel to \_\_\_\_\_ (“Gas Purchaser”). Gas Purchaser is a Project Participant in the Project undertaken by Public Energy Authority of Kentucky (“PEAK”). We are furnishing this opinion to you in connection with the Gas Supply Contract between PEAK and Gas Purchaser dated as of [\_\_\_\_], 2018 (the “Supply Contract”).

Unless otherwise specified herein, all terms used but not defined in this opinion shall have the same meaning as is ascribed to them in the Supply Contract.

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the following:

(a) The Constitution and laws of the State of [North/South Carolina] (the “State”) including, as applicable, acts, ordinances, certificates, articles, charters, bylaws, and agreements pursuant to which Gas Purchaser was created and by which it is governed;

(b) Resolution No. [\_\_\_], duly adopted by Gas Purchaser on [\_\_\_\_\_] (the “Resolution”) and certified as true and correct by certificate and seal, authorizing Gas Purchaser to execute and deliver the Supply Contract;

(c) A copy of the Supply Contract executed by Gas Purchaser; and

(d) All outstanding instruments relating to bonds, notes, or other indebtedness of or relating to Gas Purchaser and Gas Purchaser’s municipal utility system.

We have also examined and relied upon originals or copies, certified or otherwise authenticated to our satisfaction, of such records, documents, certificates, and other instruments, and made such investigations of law, as in our judgment we have deemed necessary or appropriate to enable us to render the opinions expressed below.

Based upon the foregoing, we are of the opinion that:

1. Gas Purchaser is a [public corporation/municipal corporation/etc.] of the State, duly organized and validly existing under the laws of the State, and has the power and authority to own its properties, to carry on its business as now being conducted, and to enter into and to perform its obligations under the Supply Contract.

2. The execution, delivery, and performance by Gas Purchaser of the Supply Contract have been duly authorized by the governing body of Gas Purchaser and do not and will not require, subsequent to the execution of the Supply Contract by Gas Purchaser, any consent or approval of the governing body or any officers of Gas Purchaser.

3. The Supply Contract is the legal, valid, and binding obligation of Gas Purchaser, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

4. No approval, consent or authorization of any governmental or public agency, authority, commission or person, or, to our knowledge, of any holder of any outstanding bonds or other indebtedness of Gas Purchaser, is required with respect to the execution, delivery and performance by Gas Purchaser of the Supply Contract or Gas Purchaser's participation in the transactions contemplated thereby other than those approvals, consents and/or authorizations that have already been obtained.

5. The authorization, execution and delivery of the Supply Contract and compliance with the provisions thereof (a) will not conflict with or constitute a breach of, or default under, (i) any instrument relating to the organization, existence or operation of Gas Purchaser, (ii) any ruling, regulation, ordinance, judgment, order or decree to which Gas Purchaser (or any of its officers in their respective capacities as such) is subject or (iii) any provision of the laws of the State relating to Gas Purchaser and its affairs, and (b) to our knowledge will not result in, or require the creation or imposition of, any lien on any of the properties or revenues of Gas Purchaser pursuant to any of the foregoing.

6. Gas Purchaser is not in breach of or default under any applicable constitutional provision or any law or administrative regulation of the State or the United States or any applicable judgment or decree or, to our knowledge, any loan or other agreement, resolution, indenture, bond, note, resolution, agreement or other instrument to which Gas Purchaser is a party or to which Gas Purchaser or any of its property or assets is otherwise subject, and to our knowledge no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument.

7. Payments to be made by Gas Purchaser under the Supply Contract shall constitute operating expenses of Gas Purchaser's utility system payable solely from the revenues and other available funds of Gas Purchaser's utility system as a cost of purchased



gas. The application of the revenues and other available funds of Gas Purchaser's utility system to make such payments is not subject to any prior lien, encumbrance or other restriction.

8. As of the date of this opinion, to the best of our knowledge after due inquiry, there is no pending or threatened action or proceeding at law or in equity or by any court, government agency, public board or body affecting or questioning the existence of Gas Purchaser or the titles of its officers to their respective offices or affecting or questioning the legality, validity, or enforceability of this Supply Contract nor to our knowledge is there any basis therefor.

This opinion is rendered solely for the use and benefit of the addressees listed above in connection with the Supply Contract and may not be relied upon other than in connection with the transactions contemplated by the Supply Contract, or by any other person or entity for any purpose whatsoever, nor may this opinion be quoted in whole or in part or otherwise referred to in any document or delivered to any other person or entity, without the prior written consent of the undersigned.

Very truly yours,

**EXHIBIT G  
FORM OF REMARKETING ELECTION NOTICE**

[PEAK]  
[Address]

[MSCG]  
[Address]

[Trustee]  
[Address]

To the Addressees:

The undersigned, duly authorized representative of \_\_\_\_\_ (the "Gas Purchaser"), is providing this Gas Remarketing Election Notice pursuant to the Gas Supply Contract, dated as of \_\_\_\_\_, 2018 (the "Supply Contract"), between Public Energy Authority of Kentucky and the Gas Purchaser. Capitalized terms used herein shall have the meanings set forth in the Supply Contract.

Pursuant to Section 5.3(b) of the Supply Contract, the Gas Purchaser has elected to have its DCQ for each Gas Day of each Month of the applicable Reset Period remarketed beginning with the month of [\_\_\_\_\_] 20[\_\_\_], and that the resumption of deliveries in any future Reset Period shall be in accordance with Section 5.3(e) thereof.

Given this [\_\_\_] day of [\_\_\_\_\_] , 20[\_\_\_].

[Name]

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT H**  
**FORM OF CLOSING CERTIFICATE**  
**CLOSING CERTIFICATE OF GAS PURCHASER**

[\_\_\_\_], 2018

Re: Public Energy Authority of Kentucky  
Gas Project Revenue Bonds,  
Series \_\_\_\_\_

The undersigned [President/Chairman/Chief Executive Officer] of \_\_\_\_\_ (the "Gas Purchaser"), hereby certifies as follows in connection with the Gas Supply Contract dated as of \_\_\_\_\_, 2018 (the "Contract") between the Gas Purchaser and Public Energy Authority of Kentucky ("PEAK") and the issuance and sale by PEAK of the above-referenced bonds (the "Bonds") (capitalized terms used and not defined herein shall have the meanings given to them in the Contract):

1. Gas Purchaser is a [public corporation/municipal corporation/etc.] duly created and validly existing and in good standing under the laws of the State of [North/South] (the "State"), and has the corporate power and authority to enter into and perform its obligations under the Contract.

2. By all necessary official action on its part, the Gas Purchaser has duly authorized and approved the execution and delivery of, and the performance by the Gas Purchaser of the obligations on its part contained in the Contract, and such authorization and approval has not been amended, supplemented, rescinded or modified in any respect since the date thereof.

3. The Contract constitutes the legal, valid and binding obligation of the Gas Purchaser.

4. The authorization, execution and delivery of the Contract and compliance with the provisions on the Gas Purchaser's part contained therein (a) will not conflict with or constitute a breach of or default in any material respect under (i) any instrument relating to the organization, existence or operation of Gas Purchaser, (ii) any ruling, regulation, ordinance, judgment, order or decree to which Gas Purchaser (or any of its officers in their respective capacities as such) is subject or (iii) any provision of the laws of the State relating to Gas Purchaser and its affairs, and (b) will not result in, or require the creation or imposition of, any lien on any of the properties or revenues of Gas Purchaser pursuant to any of the foregoing.

5. The Gas Purchaser is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Gas Purchaser is a party or to which the

Gas Purchaser or any of its property or assets are subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default in any material respect by the Gas Purchaser under any of the foregoing.

6. Payments to be made by the Gas Purchaser under the Contract shall constitute operating expenses of the Gas Purchaser's utility system payable solely from the revenues and other available funds of Gas Purchaser's utility system as a cost of purchased gas. The application of the revenues and other available funds of the Gas Purchaser's utility system to make such payments is not subject to any prior lien, encumbrance or other restriction.

7. No litigation, proceeding or tax challenge is pending or, to its knowledge, threatened, against the Gas Purchaser in any court or administrative body which would (a) contest the right of the officials of the Gas Purchaser to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Gas Purchaser, (c) contest the validity, due authorization and execution of the Contract or (d) attempt to limit, enjoin or otherwise restrict or prevent the Gas Purchaser from executing, delivering and performing the Contract, nor to the knowledge of the Gas Purchaser is there any basis therefor.

8. All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Gas Purchaser of its obligations under the Contract have been duly obtained.

9. The representations and warranties of the Gas Purchaser contained in the Contract were true, complete and correct on and as of the date thereof and are true, complete and correct on and as of the date hereof.

10. The statements and information with respect to the Gas Purchaser, if any, contained in the Preliminary Official Statement dated \_\_\_\_\_, 2018 and the Official Statement dated \_\_\_\_\_, 2018 with respect to the Bonds, including Appendix B thereto (the "Official Statement"), fairly and accurately describe and summarize the financial and operating position of the Gas Purchaser for the periods shown therein, and such statements and information did not as of the date of the Preliminary Official Statement and the date of the Official Statement, respectively, and the Official Statement does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements and information, in the light of the circumstances under which they were made, not misleading.

11. No event affecting the Gas Purchaser has occurred since the date of the Official Statement which should be disclosed therein in order to make the statements and information with respect to the Gas Purchaser contained therein, in light of the circumstances under which they were made, not misleading in any material respect.

IN WITNESS WHEREOF the undersigned has executed this Certificate on and as of the date first written above.

[Name of Entity]

By \_\_\_\_\_

Name:

Title:

## EXHIBIT I

### FORM OF GAS PURCHASER'S AUTHORIZING RESOLUTION

[ORDINANCE][RESOLUTION] OF THE [CITY][BOARD ] ORDINANCE][RESOLUTION] OF THE [CITY][TOWN] OF \_\_\_\_\_, \_\_\_\_ (“[CITY][TOWN]”) (i) AUTHORIZING THE EXECUTION OF ONE OR MORE GAS SUPPLY CONTRACT (“CONTRACTS”) WITH THE PUBLIC ENERGY AUTHORITY OF KENTUCKY (“PEAK”) FOR THE PURCHASE OF NATURAL GAS FROM PEAK; (ii) AUTHORIZING THE EXECUTION OF A LETTER AGREEMENT WITH NTE CAROLINAS, LLC (“NTE”) PURSUANT TO WHICH [CITY] [TOWN] WILL DELIVER FUEL UNDER AN EXISTING POWER SALES AGREEMENT (“LETTER AGREEMENT”), (iii) ACKNOWLEDGING THAT PEAK WILL ISSUE ITS GAS SUPPLY REVENUE BONDS TO FUND THE PURCHASE OF A SUPPLY OF NATURAL GAS FROM MORGAN STANLEY CAPITAL GROUP INC. (“MSCG”), WHICH GAS WILL BE USED TO MAKE DELIVERIES UNDER THE CONTRACTS; AND (IV) FOR OTHER PURPOSES

WHEREAS, the [City][Town] of \_\_\_\_\_ owns and operates a municipal electric utility and is authorized by the provisions of \_\_\_\_\_ to acquire, purchase, transport, store and manage supplies of natural gas necessary to meet the requirements of the residential, commercial and industrial customers served by such utility; and

WHEREAS, the acquisition of secure, reliable and economic supplies of natural gas is necessary for the prudent and businesslike operation of the utility owned by [City][Town], the continued economic development of its community and the promotion of the public health, safety and welfare; and

WHEREAS, the Public Energy Authority of Kentucky which was formed pursuant to the Natural Gas Acquisition Authority Act, KRS 353.400 to 353.410, has offered to sell to the [City][Town], pursuant to the Contracts, a supply of natural gas in the quantities on the dates set forth in the Contract, on the condition that PEAK issues its Gas Supply Revenue Bonds, 2018 Series C (or 2019 Series A, if the bonds are issued in 2019), including multiple sub-series (the “Bonds”), the proceeds of which will be used to acquire a supply of natural gas (the “Gas Supply”) pursuant to a Prepaid Agreement with MSCG (the “Prepaid Agreement”); and

WHEREAS, the [City] [Town] and NTE are parties to that certain Power Sales Agreement dated as of [\_\_\_\_], 2018 (the “Power Sales Agreement”) under which NTE will sell electricity to [City] [Town] beginning in January 2019; and

WHEREAS, NTE has offered to enter into the Letter Agreement in order to authorize [City][Town] to deliver its own fuel under the Power Sales Agreement utilizing the Gas Supply; and

WHEREAS, the [City] [Town] is a Public Agency, as such term is defined in the Gas Supply Contract, and desires to enter into the Contract with PEAK and the Letter Agreement with NTE.

NOW, THEREFORE, BE IT RESOLVED by the [City] [Town] of \_\_\_\_\_ as follows:

1. The [City][Town] hereby approves the execution and delivery of (a) the Contracts, in substantially the forms previously submitted to the [City][Town] and attached hereto as Exhibit A, pursuant to which the [City][Town] will agree to purchase specified

quantities of natural gas from PEAK, such deliveries to be made on the dates, at the volumes and for the prices set forth in such Gas Supply Contract.

2. The [City][Town] hereby approves the execution and delivery of the Letter Agreement, in substantially the form previously submitted to the [City][Town] as attached hereto as Exhibit B, pursuant to which [City/Town] will deliver fuel under the Power Sales Agreement utilizing the Gas Supply.

3. The [Official] of the [City][Town] is hereby authorized to execute the Contracts, the Letter Agreement, and any such other closing documents or certificates which may be required or contemplated in connection with the execution and delivery of the Contracts or the Letter Agreement or carrying out the intent and purpose of this resolution.

BY

ITS

Attest: \_\_\_\_\_

[SEAL]



**EXHIBIT J**

**EXAMPLE OF MONTHLY REMEDIATION AMOUNT CALCULATION**

[To be attached.]