



**WINTERVILLE TOWN COUNCIL AGENDA
MONDAY, SEPTEMBER 14, 2026 - 6:00 PM
WINTERVILLE TOWN HALL ASSEMBLY ROOM**

- I. CALL TO ORDER.**
- II. INVOCATION.**
- III. PLEDGE OF ALLEGIANCE.**
- IV. WELCOME.**
- V. ROLL CALL.**
- VI. APPROVAL OF AGENDA.**
- VII. RECOGNITION OF EMPLOYEES**
 1. Britnee McMahon, Police Officer, Police Department.
- VIII. PROCLAMATIONS:**
 1. National Hispanic Heritage Month.
 2. Public Power Week – October 4 – 10, 2026.
- IX. 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. Michael Ball, Speed Limit Signs in Villa Grande.
- X. 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 Council Meeting Minutes.
 2. Carroll Crossing Section 4 Annexation: Schedule Public Hearing for October 12, 2026.
 3. Zoning and Subdivision Ordinance Amendment Proposal - Sidewalks and Dumpsters; Schedule Public Hearing for October 12, 2026.
- XI. OLD BUSINESS:**
 1. None.

XII. NEW BUSINESS:

1. Request Use by Human Relation Board of The Market for Hispanic Heritage Event.
2. Select Mid-East Commission Representative.
3. Old Tar Road Electric Relocation Change Orders.
4. Interlocal Agreement with Pitt County Sheriff – Telecommunications.
5. Interlocal Agreement with Pitt County - Animal Services.
6. Contracts With Pitt County Schools for Resource Officers.
7. TA Loving Final Change Order for Pump Station Rehabilitation.
8. ST Wooten Final Adjusting Change Order for Downtown Parking Project.

XIII. OTHER AGENDA ITEMS:

1. Multi-purpose Center (Community Center): Inquiry of Progress (Phase I). (Councilwoman Hawkins).
2. Flock Cameras in Winterville: Request of Info. 5 W's (Who, What, When, Where & Why). (Councilwoman Hawkins).
3. Parks and Recreation: Public Information and Accessibility. (Councilwoman Hawkins).

XIV. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS:

1. Monday, September 28, 2026, at 5:30 pm in the Town Hall Assembly Room; Town Council Workshop - Policies, Procedures and Ordinances.

XV. ANNOUNCEMENTS:

Attached.

XVI. REPORTS FROM THE TOWN MANAGER, TOWN ATTORNEY, TOWN COUNCIL, AND MAYOR.

XVII. CLOSED SESSION:

NCGS § 143-318.11. (5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

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 (252) 756-2221 ext. 2344 at least forty-eight (48) hours prior to the meeting. (Americans with Disabilities Act (ADA) 1991.)*

XVII. ANNOUNCEMENTS:

- Board of Adjustment Meeting: Tuesday, September 15, 2026 @ 7:00 pm - Town Hall Assembly Room.
- Ripe for Revival Mobile Market: Thursday, September 17, 2026; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Coffee with a COP: Friday, September 18, 2026; 9:00 am – 10:30 am – Cooper’s Cup, 2588 Railroad Street, Winterville, NC.
- Planning and Zoning Board Meeting: Monday, September 21, 2026 @ 7:00 pm - Town Hall Assembly Room.
- Recreation Advisory Board: Tuesday, September 22, 2026 @ 6:30 pm – Operation Center.
- Ripe for Revival Mobile Market: Thursday, September 24, 2026; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Winterville Human Relations Board Meeting: Thursday, September 24, 2026 @ 7:00 – Town Hall Assembly Room.
- Town Council Workshop - Policies, Procedures and Ordinances: Monday, September 28, 2026 @ 5:30 pm - Town Hall Assembly Room.
- Agenda Abstracts Due Wednesday, September 30, 2026 for October 14th Meeting.
- Ripe for Revival Mobile Market: Thursday, October 1, 2026; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Information Due Wednesday, October 7, 2026, for November Newsletter.
- Ripe for Revival Mobile Market: Thursday, October 8, 2026; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Agenda Review Meeting: Thursday, October 8, 2026 @4:00 pm – Town Hall Executive Conference Room.
- Regular Town Council Meeting: Monday, October 12, 2026 @ 6:00 pm - Town Hall Assembly Room.



PROCLAMATION

NATIONAL HISPANIC HERITAGE MONTH

WHEREAS, each year from the 15th of September to the 15th of October, National Hispanic Heritage Month is celebrated throughout the United States; and,

WHEREAS, Hispanics comprise roughly 11.4% of the population of the State of North Carolina as of 2023, and have both an integral and necessary community in our state; and,

WHEREAS, Hispanics comprise 8.0 % of the population of Pitt County, as of 2023; and,

WHEREAS, the Town of Winterville openly welcomes and supports its distinct cultural diversity; and,

WHEREAS, we are further inspired by the economic, social, and cultural contributions of the Hispanic community within the Town of Winterville and Pitt County; and,

WHEREAS, we understand that although this national recognition lasts each year for one month, we work endlessly to create a more socially inclusive and diverse society with equality for all populations.

NOW THEREFORE, I, Richard E. Hines, Mayor of the Town of Winterville, North Carolina, do hereby proclaim September 15, 2026 through October 15, 2026, as

HISPANIC HERITAGE MONTH

In Winterville, Pitt County, North Carolina, and extend best wishes to all of our communities as they hold appropriate ceremonies to commemorate this observance.

IN WITNESS WHEREOF, I do set my hand and cause the seal of Winterville to be affixed this 14th day of September 2026.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



PROCLAMATION

PUBLIC POWER WEEK - OCTOBER 4 – 10, 2026

WHEREAS, the Town of Winterville values locally controlled, community-owned services that are accountable to the residents and businesses they serve; and,

WHEREAS, the citizens of Winterville place high value on local choice over community services and have chosen to operate a community-owned, not-for-profit electric utility, giving customers and owners a direct voice in utility operations and policies; and,

WHEREAS, Winterville Electric Department provides homes, businesses, schools, local government facilities, and community service organizations with dependable, efficient, and safe electricity through sound business practices designed to provide the best possible service at not-for-profit rates; and,

WHEREAS, Winterville Electric Department is a valuable community asset that contributes to the well-being of local residents through dependable service, customer care, energy efficiency, safety awareness, environmental stewardship, and support for economic development; and,

WHEREAS, Winterville Electric Department is a dependable and trustworthy public power provider whose local operation strengthens consumer protection, supports community priorities, and helps make Winterville a better place to live, work, and do business; and,

NOW, THEREFORE, BE IT RESOLVED, that Winterville Electric Department will continue to provide low-cost, safe, dependable, and sustainable electricity to the homes and businesses of Winterville while remaining responsive to the needs and priorities of the community it serves; and,

BE IT FURTHER RESOLVED, that October 4–10, 2026, be designated as Public Power Week in the Town of Winterville to recognize the community pride, local service, and public benefits provided by the Winterville Electric Department, and to educate customers, policymakers, and employees about the value of public power; and,

BE IT FURTHER RESOLVED, that the Town of Winterville joins public power communities across the United States in celebrating the dependable, affordable, and community-focused service made possible through public power.

NOW, THEREFORE, I, Richard E. Hines, Mayor of the Town of Winterville, do hereby proclaim October 4–10, 2026, as **PUBLIC POWER WEEK** in the Town of Winterville and encourage all citizens to join in recognizing the vital role of public power in our community.

IN WITNESS WHEREOF, I do set my hand and cause the seal of the Town of Winterville to be affixed this 14th day of September 2026.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



**TOWN OF WINTERVILLE
PUBLIC COMMENT APPLICATION**

Name of Applicant: Michael Ball

Date: 09/02/2026

Address: 2734 Chalet Cir

Phone: 919-413-6642

Town, State, Zip: Winterville, NC 28590

Email: mike.e.ball65@gmail.com

Town Council Meeting Date Requesting to Provide Comment: 09/14/2026

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

To discuss Ordinance 21-O-041 approved by the Council on April 12, 2021, establishing a 25-mph speed limit in the Villa Grand neighborhood off Red Forbes Road. It's my understanding, that while the speed limit was established, no signs have ever been erected stating the speed limit is 25-mph. We have a huge speeding problem in the neighborhood, and without signs, local Winterville PD has stated they are unable to enforce. There are a number of kids in the neighborhood, walkers and pets. The community would appreciate the council taking the necessary steps to have the signs installed and get ahead of any potential issues.

Name(s) of Speaker(s):

(1) Michael Ball

(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.

Michael Ball
Signature

Submit to: don.harvey@wintervillenc.com

07/01/2025



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: September 14, 2026

Presenter: Donald Harvey, Town Clerk

Item to be Considered

Subject: Council Meeting Minutes.

Action Requested: Approval of Minutes.

Attachment: Draft Minutes of the Council meetings listed below.

Prepared By: Donald Harvey, Town Clerk

Date: 8/26/2026

ABSTRACT ROUTING:

☒ TC: 9/8/2026

☒ TM: 9/8/2026

☒ Final: tlp - 9/8/2026

Supporting Documentation

Approval of the following set of Council Meeting Minutes:

- August 3, 2026 Regular Meeting Minutes.

Budgetary Impact: NA.

Recommendation: Staff recommends Council approve the minutes.



**Winterville Town Council Meeting
Meeting Minutes
August 3, 2026, 6:00 PM
2571 Railroad Street, Winterville, NC 28590**

Richard E. Hines, Mayor
Veronica W. Roberson, Mayor Pro Tem
Dr. Brandy Harrell, Councilwoman
Shantel Hawkins, Councilwoman (arrived at 6:04)
Johnny Moyer, Councilman
Lisa Smith, Councilwoman
Keen Lassiter, Town Attorney
Terri L. Parker, Town Manager
Anthony Bowers, Assistant Town Manager
Charles Hamilton, Police Lieutenant
David Moore, Fire Chief
Ron Mills, Electric Director
Jessica Manning, Finance Director
Evan Johnston, Building Inspector/Code Enforcement Officer
Diane White, Parks and Recreation Director
Stephen Penn, Planning and Economic Development Director
Angela Fuller, Human Resource Director
Willie Gay, Building Inspector/GIS Technician
Donald Harvey, Town Clerk

I. Call To Order

Mayor Hines called the Winterville Town Council Meeting to order at 6:00 PM on Monday, August 3, 2026, at 2571 Railroad Street, Winterville, NC 28590.

II. Invocation

Councilman Moyer delivered the invocation.

III. Pledge Of Allegiance

Following the invocation, those present stood for the Pledge of Allegiance.

IV. Welcome

Mayor Hines welcomed those present and those watching the meeting remotely, formally introducing himself as Mayor Hines.

V. Roll Call

VI. Approval Of Agenda

Town Manager Parker noted one modification prior to approval: the removal of the Approval of Council Meeting Minutes from the Consent Agenda, as additional time was needed to finalize that document.

Motion made by Mayor Pro Tem Roberson and seconded by Councilwoman Smith to approve the agenda as amended. Motion carried unanimously, 4-0.

Councilwoman Hawkins arrived at 6:04 pm.

VII. Recognition Of New Employee

1. Michael Stox, Fire Inspector, Fire-Rescue-EMS

Fire Chief Moore introduced Michael Stocks as the department's new full-time Fire Inspector. Chief Moore noted that Mr. Stocks holds an associate's degree from Beaufort Community College in EMS, a bachelor's degree in emergency management from Western Carolina University and holds a Level 3 Fire Inspector certification. Chief Moore further noted that Mr. Stocks was well known to the department, having served with the town since 2016 in various capacities, including six years as a full-time paramedic. Mr. Stocks thanked the Mayor and Council for the opportunity to return to a new capacity and noted his commitment to continue moving the town forward.

2. Catherine Trask, Officer, Police Department

Police Lieutenant Hamilton introduced Katherine Trask as one of the Police Department's newest officers. Lieutenant Hamilton described Officer Trask's background, noting she earned an undergraduate degree in Sociology before spending approximately 15 years in the corporate world. She subsequently returned to public service, earning a master's degree from the University of North Carolina at Chapel Hill. Lieutenant Hamilton highlighted her strong desire to do community work, help seniors and young people, and serve as a face for the department. Officer Trask is originally from western North Carolina and has since relocated to be closer to family.

Officer Trask addressed the Council, expressing gratitude for the opportunity to serve the community and her appreciation for the support she had received.

Mayor Hines added a personal note, recounting that he had recently participated in a ride-along during which Officer Trask was engaged in directing traffic following a significant accident, stating he had already seen her dedication in action.

VIII. Presentations

1. Vision Zero; Luther Hemby

Mr. Luther Hemby, a community advocate and volunteer member of the Winterville Vision Zero Task Force, addressed the Mayor and Council to share reflections from his attendance at the 2026 North Carolina Vision Zero Leadership Institute, held in Chapel Hill. He noted gratitude to Mayor Hines, the Town Council, Vision Zero Director Dr. Kat Dale, Assistant Town Manager Bowers, and the entire Vision Zero Task Force for the opportunity to represent the town.

Mr. Hemby described the Institute as an invaluable learning experience, noting that Winterville was paired with similar small-town communities throughout the two-day conference, providing opportunities to share challenges, celebrate successes, exchange ideas, and learn what is working across the state. He emphasized that a central theme of the

Institute was that Vision Zero is "more than infrastructure, it's about building a culture of safety" encompassing people, partnership, communication, data, and education.

He recounted sessions focused on organizational safety culture, examining planning, engineering, safety operations, and evaluation, and on community engagement, discussing the role of advocates in building trust, gathering feedback, and promoting safety programs. He identified the key words for community success as collaboration, communication, participation, coordination, partnership, resources, and trust.

Mr. Hemby noted particular pride in representing Winterville and sharing the work already underway in the community, including the Vision Zero Task Force efforts, bicycle helmet giveaways, bicycle registration, tabling events, teen driver outreach, and partnerships with schools such as W.H. Robinson Elementary and A.G. Cox Middle School. He also shared the town's work on safe routes to school, sidewalk improvements, crosswalk discussions, and downtown safety efforts.

He noted a moment of particular significance: seeing Winterville featured during the statewide presentation among communities making meaningful progress toward safer streets. He credited that recognition to the leadership of Dr. Dale, the support of the Mayor and Council, the dedication of Assistant Town Manager Bowers, town staff, public safety partners, and all Task Force volunteers.

Mr. Hemby spoke personally about his motivations, sharing that he was deeply impacted by the tragic loss of Kimora Robinson, who was killed near the entrance of his neighborhood, and that this event compelled him to become more involved and vocal as a community advocate. He stated, "None of us ever wants to experience another preventable tragedy on our roads. Every life lost is too many. That is why Vision Zero matters."

He concluded by affirming that Vision Zero is "not a destination we reach overnight, it's a commitment to continuous improvement," and that every conversation, partnership, and safety effort brings Winterville one step closer to being a safer place for everyone.

In closing, Mr. Hemby noted that Mayor Hines was one of only two elected officials at the Institute and the only mayor present, a fact that was highlighted by the Institute's presenters as a meaningful demonstration of community leadership and care.

Mayor Hines thanked Mr. Hemby, reflecting on the value of the experience and the opportunity to hear from planners, police, and fire professionals from across the state. He noted that Dr. Dale was out of the country at the time of the Institute and that Assistant Town Manager Bowers was also unable to attend but emphasized that seeing Winterville on a statewide spotlight was gratifying, crediting ECU Health as a significant partner in that recognition.

Councilwoman Hawkins offered comments, thanking Mr. Hemby for his time and commitment to road safety for all community members, "passengers can be newborn all the way up to whatever age." She specifically acknowledged his transformation of personal grief over the loss of Kamar Robinson into advocacy and community empowerment, stating, "You took the pain of the community and turned it into empowerment." She affirmed that "this investment in people was worth it."

IX. Public Comment

Mayor Hines read the Public Comment Policy into the record, noting that the period provides thirty minutes for residents to comment on agenda items or other matters related to the

Town. Individual speakers are limited to three minutes, and no more than three speakers may address the Council on a single matter.

1. Tim Avery - Red Men Organization and Degree of Pocahontas Organization; Street Closure.

Mr. Tim Avery was introduced but deferred to Alton Wadford, the organization's First Vice President, to make the presentation. Mr. Wadford introduced himself with levity, clarifying he was not Tim Avery and that he was "much younger and better looking."

Mr. Wadford explained that the Winterville Red Men and Pocahontas lodges, among the oldest nonprofit organizations in Winterville and located at 236 Main Street, are in the initial stages of planning a car show to benefit Homes for Our Troops, an organization that builds and reconstructs specially adapted homes for post-9/11 veterans who have suffered severe injuries including amputations, paralysis, blindness, and severe burns. Since 2004, Homes for Our Troops has built over 420 homes nationally, with 18 in North Carolina and 4 currently under construction.

The event is proposed for October 17, 2026, with setup beginning around 11:00 PM on Friday, October 16th, and concluding around 4:00 PM on Saturday, October 17th. The organizations requested approval to close West Railroad Street from Main Street to Cooper Street during that period. Mr. Wadford noted that Main and Meal Restaurant had generously offered use of their parking lot, and that they were also awaiting approval to use the Dixie Queen parking lot, having already received support from neighboring businesses including North Carolina Driving School and Vanessa Sewing and Repair.

Mayor Hines asked whether any Homes for Our Troops homes were currently being built in Pitt County. Mr. Avery responded that the closest current build is in Rocky Mount and provided larger context: there are 18 homes in North Carolina, with 4 currently under construction. He noted that there are approximately 60,000 severely disabled veterans nationally with 1,000 applications currently on file with Homes for Our Troops, 90 of which have been approved, with approximately 20 homes built per year at a cost of around \$450,000 each in North Carolina. He reflected that it is moving to hear veterans say they can finally navigate their own homes.

Town Manager Parker clarified that a vote on the street closure would be required.

Motion made by Councilwoman Dr. Harrell and seconded by Councilwoman Smith to approve the street closure request from the Red Men Organization and Degree of Pocahontas Organization. Motion carried unanimously, 5-0.

2. William Perry – Declaration of Withdrawal of St. Amand Lane

Mr. William Augustus Perry Jr., owner of 492 Baywood Drive, addressed the Council to request a voted and written resolution from the Town of Winterville Town Council to release full control of the former public street property known as St. Amand Lane within the Baywood Drive development, in accordance with NCGS § 136-96.

Mr. Perry explained that St. Amand Lane was dedicated to the Town of Winterville in 2008 but has never been used for its intended purpose, has never been maintained by the town, and has remained a grass-covered paper street for over 15 years. He stated that his property, Lot 7, was reduced in size to create St. Amand Lane while no other lots in the subdivision were reduced. He noted that all property owners in Baywood Drive have direct access to their properties off Baywood Drive itself, making St. Amand Lane unnecessary for public use. He has personally maintained the property since purchasing his lot in 2015, and

noted the area floods his current property. He wishes to incorporate the land into his residential lot to address the flooding.

Mr. Perry stated he had reached out to Town Attorney E. Keen Lassiter in February 2026 and received what he characterized as "empty promises" over several months before receiving an email response just prior to the meeting. He stated the email incorrectly claimed the property was not under Winterville's control, which he disputed. He contended that a voted resolution is required before he can proceed to survey, contact the tax office, and obtain a Superior Court order transferring ownership.

Town Attorney Lassiter responded, acknowledging the delay and offering context. He stated he received Mr. Perry's initial contact on February 11th and called back on February 12th, but that the matter involved a statute, NCGS § 136-96, with which he had no prior experience, requiring extensive research. He noted the demands on his time from other town matters contributed to the delay and confirmed he sent his response via email the prior Friday.

Attorney Lassiter clarified the substance of the law: the statute envisions a private withdrawal of the dedication of the street for public use, noting that the town plays no role in that process. The proper party to file the declaration is either the original subdivider who dedicated the street to public use, or someone who can claim through that dedicator. He stated he had reviewed cases on point and asked whether Mr. Perry, as a subsequent lot owner, had to file the declaration, though he noted that Mr. Perry has already filed it with the Register of Deeds as the statute requires. He stated that the streets in Baywood subdivision were never formally accepted by the Town of Winterville and are therefore not under town control or maintenance responsibility. He further clarified that the process does not require a Superior Court order, if the original subdivider signs the declaration of withdrawal, "it's over. It is done. It's just that simple."

Mr. Perry disputed Attorney Lassiter's assertion that the streets were not under the town's control, pointing to the recorded 2008 plat showing dedication of both Baywood Drive and St. Amand Lane to public use. Mayor Pro Tem Roberson asked whether the town had the authority to provide the resolution requested, and Attorney Lassiter reiterated that since the streets were never formally accepted by the town, the town is not the proper entity to provide such a resolution.

Councilwoman Dr. Harrell asked whether town staff could help guide Mr. Perry through the process. Town Manager Parker indicated that, since this is a legal matter not directly involving the town, Attorney Lassiter is best positioned to provide guidance. Mayor Hines also suggested Mr. Perry reach out to the Pitt County Attorney, given that Baywood is located within the county rather than the corporate limits of Winterville. Attorney Lassiter reiterated that his advice would remain consistent and offered to call Mr. Perry the following day.

Attorney Lassiter identified what he considered the simplest solution: Mr. Perry should speak directly with the original subdivider of Baywood subdivision, who is believed to still be alive, and ask that person to sign the declaration, which would resolve the matter without any further legal proceedings.

Mayor Pro Tem Roberson noted that Mr. Perry is a veteran and suggested that the Veterans' legal services office might also be a resource for him in pursuing this matter.

X. Consent Agenda

Town Manager Parker reminded the Council that Item 1, Approval of Council Meeting Minutes, had been removed prior to the meeting. Councilwoman Hawkins raised a question regarding the navigability of the consent agenda packet on the town's website, noting that she had difficulty locating the items. Town Manager Parker and Town Clerk Donald Harvey clarified that each consent agenda item begins with an abstract serving as a cover page, and that the full consent agenda can be found starting on page 10 and ending on page 109 of the agenda packet. Councilwoman Hawkins noted that this process could be difficult for average residents to navigate and suggested the possibility of a more accessible summary format for public benefit.

Councilwoman Hawkins also requested clarification on Budget Amendment 2026-2027-1 (Item 4). Finance Director Manning explained that the first two-line items in the amendment represent grant revenue being added to the budget, one for the Mill Street Sidewalk Grant (\$100,400) and one for the Safe Streets for All Transportation Safety Grant, both of which represent incoming grant funds with corresponding expenditure line items. The remaining items in the amendment are open purchase orders from fiscal year 2025-2026 that were not completed by June 30th and are being rolled over into the new fiscal year. Town Manager Parker added that a budget amendment of this nature is standard practice in August of every year.

Councilwoman Dr. Harrell requested that going forward, staff provide the Council with ongoing updates on the status of projects, so that the annual rollover would not come as a surprise and would allow better anticipation of future budget needs.

The Consent Agenda included the following items:

- Approval of Council Meeting Minutes (Removed prior to meeting).
- 2025-2026 Tax Settlement.
- 2026-2027 Tax Charge.
- Budget Amendment 2026-2027-1.
- Carroll Crossing Lot 4 Annexation - Direct Town Clerk to Investigate Sufficiency of Annexation.
- Watermelon Festival Requests.
- * Waive the Parade Permit.
- * Modify Parking Lot and Traffic Patterns.
- * Temporarily Suspend Park Hours Limitation.
- * Sign and Banner Placement.
- * Noise Ordinance Exemption.
- * Bathroom Facility Use.

Motion made by Mayor Pro Tem Roberson and seconded by Councilwoman Smith to approve the Consent Agenda, with the exception of the previously removed Item 1 (Approval of Council Meeting Minutes) Motion carried unanimously, 5-0.

Councilwoman Smith added an open invitation to the public, noting that Town Clerk Harvey and any member of the Council are available to assist residents who have questions about accessing or understanding the agenda packet.

XI. Old Business

There was no Old Business.

XII. New Business

1. Sheppard Library Board Appointment

Mayor Hines noted that Councilman Moye currently serves on the Shepherd Memorial Library Board and asked whether he wished to continue. Councilman Moye confirmed he was glad to continue in the role.

Motion made by Mayor Pro Tem Roberson and seconded by Councilwoman Dr. Harrell to reappoint Councilman Moye to the Shepherd Memorial Library Board. Motion carried unanimously, 5-0.

2. Human Relation Board Resignations and Appointment

Mayor Hines acknowledged and thanked both Councilwoman Hawkins and Chantasia Morris for their service on the Human Relations Board prior to accepting their resignations.

Motion made by Councilwoman Dr. Harrell and seconded by Councilwoman Hawkins to accept the resignations of Councilwoman Hawkins and Chantasia Morris from the Human Relations Board. Motion carried unanimously, 5-0.

Councilwoman Hawkins took the opportunity to address the public regarding her reasons for resignation. She stated that it "was time to move on," but also referenced discussions during the town's first budget meeting in which the Mayor suggested that council members serve as liaisons to boards rather than as volunteer members. Being the only council person serving in a volunteer board capacity, she understood the remarks to be directed at her. She affirmed that her service on the Human Relations Board was driven purely by "desire and commitment" to human relations and community connection, and credited the work she and her daughter, a college student in human services, contributed alongside Ms. Rashana Carmon in constructing the board's road map and activities. She noted confidence that the board's work would continue.

Mayor Hines offered to step aside from his liaison role and allow Councilwoman Hawkins to serve in that capacity instead, given her desire for the board's mission. Councilwoman Hawkins graciously declined, stating she would remain involved in other ways but that her experience as a volunteer on the board had been difficult.

Town Clerk Harvey noted that the town intends to solicit applications from high schools and colleges to fill the vacated positions and will bring appointments back to the Council at a future meeting.

3. Approve Award of Fire Training Facility Contract

Fire Chief Moore presented the item, recommending award of the fire training facility bid to Forge Fire and Company. Chief Moore explained that a Request for Proposals was issued in April, advertised on April 23rd and 25th in the Daily Reflector and on the Town's website, and that four proposals were received on May 22nd. Forge Fire and Company was identified as the responsive, responsible low bidder. Chief Moore noted that some of the other proposers were disqualified for submitting incomplete proposals. Town Manager Parker highlighted that the majority of the project funding comes from a federal budget appropriation of \$750,000.

Councilwoman Dr. Harrell asked several questions: What is the town's financial obligation beyond the grant? Chief Moore explained the difference is between \$750,000 and \$779,650. She also confirmed that surrounding agencies will be able to utilize the facility, Chief Moore confirmed extensive collaboration with neighboring departments is already in practice, and that the facility will reduce training costs going forward.

Motion made by Councilman Moyer and seconded by Councilwoman Hawkins to accept the bid proposal and award the fire training facility contract to Forge Fire and Company. Motion carried unanimously, 5-0.

Councilman Moyer offered remarks of appreciation, noting that this facility would serve not just Winterville but the entire county, calling it "a win-win situation," and thanking all who participated in securing the grant.

4. Safe Streets for All (SS4A) – Winterville Safety Action Plan

Assistant Town Manager Bowers presented the item, requesting acceptance of a bid from Mead and Hunt Incorporated for the development of the Winterville Safety Action Plan under the Safe Streets for All (SS4A) program. Mr. Bowers described the project as directly connected to the Vision Zero work discussed earlier in the evening. A grant of \$76,800 from the Federal Highway Administration was secured, with a town match of \$19,200, for a total project budget of \$96,000. The project is expected to take 12 months.

Mr. Bowers explained that the selected engineering firm will conduct assessments of traffic accident data, historical records, and physical facilities, and will compile a comprehensive safety action plan. The proposal also includes public engagement components, charrettes, surveys, and a public-facing website, to capture input from residents and all users of Winterville's streets. Four proposals were received, from Mead and Hunt Incorporated, Kittleson and Associates, Timmins Group, and Wise Business Plans LLC, and Mead and Hunt received the highest evaluation score. Their proposal was \$75,545, which is under the total project budget.

Councilwoman Hawkins asked how the SS4A Safety Action Plan differs from and relates to the existing Vision Zero initiative. Mr. Bowers explained that Vision Zero is the broad, overarching framework guiding the town's safety culture, while the Safety Action Plan is one component within it. He noted that a separate bicycle and pedestrian plan is also underway through a state-managed grant process, with Kittleson and Associates leading that work. He described Vision Zero as "a guiding light" that brings together the numerous studies and plans. The SS4A plan, specifically, will result in a capital improvements program and implementation plan that can then be used to pursue grants for actual construction of safety infrastructure improvements.

Motion made by Councilwoman Smith and seconded by Councilwoman Dr. Harrell to approve the bid proposal from Mead and Hunt Incorporated for the Winterville Safety Action Plan. Motion carried unanimously, 5-0.

5. Approval of Agreement with ECU Health for Installation of Blood Pressure Machine

Town Attorney Lassiter presented the item, noting he had reviewed and worked with ECU Health Medicine to revise the contract to an acceptable form. He noted his personal view that the machine would be "a good plus for the town." He noted that the machine is a high-end model requiring no calibration, and that the town would not be purchasing it but rather hosting it on a loan basis for the duration of the contract.

Councilman Moyer asked whether the town would eventually own the machine. Attorney Lassiter confirmed the machine remains ECU Health's property for the life of the agreement.

Mayor Pro Tem Roberson raised awareness of the existing ECU Health resource station already located at the Shepherd Memorial Library, expressing concern that many citizens were unaware of it.

Councilwoman Dr. Harrell clarified that the blood pressure machine will be installed in the Town Hall lobby. She provided a detailed overview of the existing library station for the public's benefit, noting that it includes a blood pressure machine, a laptop for virtual appointments with medical providers, and a resource binder covering transportation, employment, food resources, and mental health services. She encouraged residents to speak with the library's ECU Health Ambassador, Ms. Amanda, for assistance in accessing those resources.

Councilman Moye raised the question of liability. Attorney Lassiter confirmed that the town is required to carry insurance under the agreement and that in his assessment, any potential liability for the town is "nominal, minimal", comparing the machine's function to a standard pharmacy blood pressure kiosk.

Town Manager Parker committed to continuing to advertise the ECU Health resources through the town's communication channels.

Motion was made by and seconded by. The motion carried.

Motion made by Councilwoman Smith and seconded by Mayor Pro Tem Roberson to approve the agreement with ECU Health for the installation of a blood pressure machine in the Town Hall Lobby. Motion carried unanimously, 5-0.

6. Approval to Sell Truck to Town of Grifton

Town Manager Parker presented the item, noting the Town of Winterville has a positive ongoing relationship with neighboring municipalities and has previously sold surplus equipment to the Town of Grifton. The surplus item in question is an F-350 Super Duty Ford truck with a crane arm. Staff, including Finance Director Manning and Public Works Director McGuffin, researched comparable pricing and determined that \$5,000 is a fair market value.

Councilwoman Hawkins asked whether the town has sufficient equipment to support its growing needs after the sale. Town Manager Parker confirmed that the F-350 was surplus equipment because a newer, more advanced heavy-duty truck with a crane arm had already been purchased to replace it.

Motion was made by and seconded by. The motion carried.

Motion made by Councilwoman Smith and seconded by Councilman Moye to approve the sale of the F-350 Super Duty Ford truck with crane arm to the Town of Grifton for \$5,000. Motion carried unanimously, 5-0.

7. NCDOT Request to Move the Town Limit signs near Ready Branch Road and Forlines Road.

Assistant Town Manager Bowers presented the request from NCDOT to relocate town limit signs to reflect the town's actual corporate boundaries following recent annexations more accurately. Mr. Bowers noted that the Forlines Road area has received particular attention due to recent traffic accidents and the need for greater traffic control. NCDOT determined that updating the city limit signs to reflect where annexations have occurred would benefit both the community and law enforcement, as the signs determine where lower municipal speed limits of 35 mph apply.

The proposal, illustrated on a map included in the agenda packet, involves placing signs at three locations: further west on Davenport Farm Road, on Forlines Road, and south on Reedy Branch Road.

Councilwoman Hawkins noted the absence of the map on the meeting room display and asked for clarification on what was driving the request. Mr. Bowers explained that as new subdivisions are annexed into town along NCDOT roads, the city limit signs must be repositioned further out to reflect the new boundaries, informing motorists earlier that they are entering the municipal limits. He distinguished this effort from the separately ongoing traffic study related to South Central High School and the recently installed school-hours speed limit signs near Forlines Road, though he acknowledged the two efforts are related to their shared goal of improving safety in the area. Mayor Hines offered an accessible explanation to the public: as previously empty fields become developed and annexed, the signs need to move outward so drivers know sooner that they are entering Winterville.

Motion made by Councilwoman Smith and seconded by Councilwoman Dr. Harrell to approve NCDOT's request to relocate the town limit signs to reflect the actual municipal boundaries. Motion carried unanimously, 5-0.

8. Release of Liability for damaged fire hydrant.

Assistant Town Manager Bowers presented the item, explaining that on June 19th, town staff discovered a damaged fire hydrant at the intersection of Old Tar Road and Vernon White Drive. Investigation revealed that Power Grid Services, a contractor for GUC working on an NCDOT road widening project, had caused the damage. Power Grid Services promptly contacted Tripp Brothers Construction, who repaired the hydrant to the satisfaction of town staff. The release of property damage was reviewed by Attorney Lassiter, who required revisions before it was deemed acceptable.

Councilwoman Smith confirmed that the hydrant had been inspected and approved as fully operational, noting that both the fire department and the water department had verified the repairs. Mr. Bowers confirmed this.

Councilwoman Hawkins asked about the process for addressing town property damage caused by outside parties. Mr. Bowers explained that the standard process involves filing a police report and submitting a claim to the town's insurance provider, the North Carolina League of Municipalities, which then corresponds with the responsible party's insurance company to secure reimbursement for time, materials, and staff costs. He noted that this case was unique in that Power Grid was proactively arranging for repairs rather than waiting for a claims process, which the town found acceptable.

Councilwoman Hawkins asked specifically about reimbursement timelines and whether the Council would be notified when reimbursement is received. Mr. Bowers noted that timelines vary by situation and that the insurance agency manages the process but confirmed the town's documentation ensures recovery of costs.

Motion made by Councilwoman Smith and seconded by Mayor Pro Tem Roberson to approve the release of liability for property damage caused by Power Grid Services in connection with the damaged fire hydrant. Motion carried unanimously, 5-0.

XIII. Other Agenda Items

1. Traffic Stops: Civilian Review Board Vote, Recent Data: Comparisons & Next Steps. (Councilwoman Hawkins).

Councilwoman Hawkins addressed the Council and public regarding the outcome of the Civilian Review Advisory Board vote at the prior meeting, noting that the motion did not pass. She emphasized, however, that residents still have rights and opportunities to access traffic stop data and understand patterns in enforcement.

She cited 2024–2025 data from the State Bureau of Investigation showing that 63% of traffic stops in Winterville involved Black drivers, compared to 28.2% involving white drivers. She noted that Black residents are being stopped at a rate of 2.3 to 2.5 times that of any other racial group. She further raised concern that as of July 1, 2026, the North Carolina state legislature included language in the budget bill eliminating the requirement to record and report racial disparities in traffic stops, making it, in her view, even more incumbent upon municipal leaders to monitor these patterns internally.

Councilwoman Hawkins acknowledged that the majority of the stops in question are regulatory stops, equipment violations such as lights and blinkers, and called for exploration of ways to minimize the disparity, such as using these stops as opportunities for education rather than citation. She stated: "These are people being stopped," and noted her view that leadership must continue to pay close attention to these trends regardless of whether a formal civilian review board exists.

2. Building Inspections: Internal Process, Keeping Citizens Informed. (Councilwoman Hawkins).

Councilwoman Hawkins prefaced her remarks by stating that her concern was "not personal" and "not reflective of any single individual's work," but rather about ensuring municipal transparency in the building inspections process. She referenced a discrepancy in building inspections, and the appeals process that was brought to her attention in April 2026 and stated she wished to inform the public about residents' right to request an informal internal review of any building inspection that did not pass.

Town Manager Parker clarified that the process is called an "informal internal review" as defined by state statute. Building Inspector Johnston confirmed that this right is printed on all building permits and is available for review online by permit holders. Further, Town Manager Parker noted that after the informal internal review process is completed, residents also have the ability to escalate concerns to the state if they wish, though the town's role ends after its internal review.

Councilwoman Hawkins clarified that her concern extended to permit holders from the period of July 1, 2021, through January 2025, those who may not have been aware of their right to appeal during that window. She stated her intent was transparency: "If something is not right, try to make it right, or try to explain." She encouraged residents with questions to reach out to the building inspector, town manager, or any council member.

3. Environment: Response to Rapid Population Growth. (Councilwoman Hawkins).

Councilwoman Hawkins raised the topic of environmental stewardship in the context of the town's rapid population growth, noting that more residents mean more traffic and more pollution. She referenced a prior discussion in December about solar energy and green building practices and called on the town to keep environmental considerations at the forefront of planning decisions. She proposed encouragement of carpooling, recycling education, and public awareness campaigns, and suggested the fire department might host workshops related to environmental preparedness given the increasing frequency of natural disasters.

She again mentioned the concept of a "green bond", an incentive mechanism that can be offered to developers to encourage environmentally friendly construction including solar panels and energy-efficient design. She suggested this concept could potentially be tied to the Human Relations Board's work with youth and community education.

Mayor Hines noted that the upcoming Electric City Conference may provide an opportunity for councilmembers interested in solar energy to connect with technology providers and gather additional information.

XIV. Items For Future Agendas/Future Work Sessions

1. Town Council Workshop - Policies, Procedures and Ordinances: Monday, September 28, 2026 @ 5:30 pm - Town Hall Assembly Room.

Town Manager Parker announced an upcoming workshop scheduled for Monday, September 28, 2026, at 5:30 PM in the Town Hall Assembly Room. The focus of the workshop will be policies, procedures, and ordinances. She noted that this is part of a quarterly workshop schedule and that it is unlikely one session will cover everything needed, but it will serve as a productive starting point.

2. Town Council Workshop: Monday, December 7, 2026 @ 5:30 pm - Town Hall Assembly Room.

Town Manager Parker also noted the next scheduled workshop on Monday, December 7, 2026, at 5:30 PM in the Town Hall Assembly Room, which may serve as a continuation of the policy discussions depending on the progress made at the September session.

XV. Quarterly Reports From Department Heads: (August)

Police Department

Lieutenant Hamilton presented the quarterly report for the second quarter (April, May, and June 2026). He reported 1,572 calls for service, a 6.4% increase over the 1,477 calls from the prior quarter. Proactive enforcement during the period included 10 DWI investigations and 13 involuntary commitment investigations, the latter of which Lieutenant Hamilton highlighted were managed without incident. He attributed this success to near, 100% Crisis Intervention Training (CIT) certification among officers, enabling them to effectively connect individuals with resources.

Community engagement initiatives continued, including the Coffee with a Cop program, the Senior Watch program, and the newly launched Coffee and Conversation initiative. The next Coffee and Conversation event is scheduled for Thursday, August 14th, from 4:00 to 7:00 PM at Market on the Square, with the Fire Department joining as a collaborative partner. Lieutenant Hamilton noted the program was intentionally scheduled during afternoon hours to reach community members who cannot attend the 9:00 AM third-Friday events.

The department also participated in three Governor's Highway Safety Program campaigns during the quarter: "Speed a Little, Lose a Lot," "Move Over, Get Pulled Over," and a Memorial Day "Click It or Ticket" campaign, involving checkpoint saturation patrols and educational outreach in collaboration with area agencies.

The department has hired two new officers during the period, Officer Katherine Trask, who was introduced earlier in the meeting, and Officer McMahon, who will be introduced at the next meeting.

Councilwoman Hawkins thanked Lieutenant Hamilton for expanding the Coffee and Conversation program to a more accessible time, acknowledging that she had been unable to attend due to extreme heat but noted her intention to participate in the future.

Fire-Rescue-EMS Department

Chief Moore presented the quarterly report. The department responded to 440 calls during the quarter. Chief Moore noted the department measures itself against a six-minute response time standard and reported achieving that benchmark 61% of the time during this period. A heat map of call locations was included in the packet, showing even distribution of calls across town with some concentration along the central highway corridor. The department completed 299 fire inspections year-to-date. Chief Moore was pleased to report that all fire trucks are currently in service.

Councilman Moyer took the opportunity to personally thank the department, noting that one of the 440 calls involved a family member of his and that the family highly commended the department's professionalism, conduct, and follow-through communication.

Parks and Recreation Department

Parks and Recreation Director White, welcomed back by the Council following her absence, presented the quarterly report. She noted ongoing senior programming including bingo, picnic in the park, bowling, cards, and games, as well as ongoing Zumba and yoga classes. In June, the department hosted a cheer camp and the Eastern North Carolina Cal Ripken State Baseball Tournament. Winterville's 9-U team won first place in the state tournament and advanced to the Southeast Regional Tournament in Virginia. The department also concluded its Movie and Concert in the Park series with Summer Bash.

Councilwoman Hawkins raised the issue of a metal bench that had been removed from beside the basketball court by Pitt County Schools. She asked about plans to provide seating for the many residents who use that facility. Director White responded that the department is looking to install at least two benches at the basketball court and is also considering adding one or two picnic tables in the adjacent grass area near the walking trail, to allow families to gather and watch others play.

Councilwoman Hawkins also asked about the collaboration with Impact 360, the female flag football team. Director White explained that a flag football clinic planned for July had to be cancelled because the head coach was out of the country and unable to return in time, and that the department plans to reach out to reschedule once he is back and settled.

Finance Department

Finance Director Manning reported that the Finance Department is currently working on the annual audit. Auditors were on-site July 14th and 15th for the pre-audit and will return September 9th through 11th for final audit fieldwork. The Town was recognized with the GFOA Certificate of Excellence in Financial Reporting for the 2024–2025 audit, which drew congratulations from the Council.

Director Manning noted that the new 2026 tax bills were mailed the prior week, and reminded residents that the power cost adjustment was removed effective July 1st and should be reflected in upcoming bills. She noted the town's area resource list has been updated and is available on the website.

Councilman Moyer asked about the status of a utility payment plan program discussed at a prior meeting, referencing a concept of allowing customers to pay a set monthly amount with

a year-end true-up. Town Manager Parker acknowledged the idea had been discussed previously and noted significant challenges, including the potential financial shock to customers who face a large rise at year-end, particularly in the current economic environment. She deferred to Director Manning, who confirmed nothing is currently in development but offered to look into whether the town's software system could support such a program. Town Manager Parker invited Council to formally direct staff to pursue this if the Council wished.

Mayor Pro Tem Roberson asked about re-opening the audit committee to include newer council members. Director Manning confirmed the committee traditionally consists of two council members and noted openness to re-opening the committee.

Public Works

Assistant Town Manager Bowers provided short updates on three major projects:

Town Hall Parking Lot Reconstruction: The project is approximately 30% complete and is running about five days behind schedule due to weather. He noted the primary remaining concern for on-time completion is coordinating with telecommunications companies to relocate their equipment, a process that moves on the companies' internal timelines rather than the town's. Paving is expected to be completed before the start of the school year, with finish striping afterward.

Cemetery Project (Reedy Branch Road): Roads have been cut in, curb and gutter poured, and rock base installed. Fine grading was scheduled for the current week, followed by proof roll, materials testing, and then paving. Mr. Bowers noted that once the roadways are complete, staff will work with the town's ERP software provider to enter the plots into the system for sale, and that policies and pricing for plot sales will be brought back to Council.

HVAC Replacement at Police/Fire Rescue Facility: This project, approved in the prior fiscal year's budget amendment, involves replacing all HVAC units in the facility. A scheduling meeting was anticipated for the current week to notify building occupants of the timeline and manage disruptions.

Councilman Moye asked about the status of a sign at the cemetery on Fire Tower Road. Town Manager Parker acknowledged it remains on the list but that it has not yet advanced given competing priorities. Mayor Pro Tem Roberson noted having recently visited the cemetery site and was pleased with progress on the Reedy Branch Road project. She also raised the possibility of seeking a historical site designation for the Fire Tower Road cemetery, noting that some headstones are very old and that her great-grandfather, born shortly after slavery, is buried there. She suggested the site might also be considered for inclusion in the African American Trail project. Town Manager Parker and staff committed to looking into the designation and reporting back.

Mayor Pro Tem Roberson also asked about the animal control contract. Town Manager Parker confirmed she and new Animal Control Director Kimberly Mitchell are actively working on the latest draft and anticipates presenting a report to Council at the September meeting.

Human Resources Department

Human Resources Director Angie Fuller delivered an extensive quarterly report covering April, May, and June 2026. Key highlights included:

- The town received all job descriptions from the classification and pay study consultant the prior week, and HR consultant Erica Phillips is expected to present the results of the PACE study at the September meeting.
- Personnel policy updates are in progress.
- Positions filled and hired: Two Equipment Operators (Kristin Asensio and Jacque Roach); Electric Line Supervisor (internal promotion, Nick Colton); Fire Inspector (Michael Stocks, introduced earlier); Construction Inspector (internal promotion, Chris); three part-time firefighters (Luke Vander Fest and Landon Odom started in June; one pending start date); two new police officers (Katherine Trask and Andy Aginel).
- Positions still in process: Police Platoon Supervisor (two openings, internal process, no hires yet); Meter Technician (interviewed, not yet filled); Office Manager (position on hold); Police Chief (supplemental questions collected from candidates, currently reviewing responses, assessment center process being developed); Electric Line Technician (Nick Colton's former position, interviews forthcoming); Full-Time Fire Engineer (interviewed, expected to be filled soon).
- The town partnered with Pitt Community College for a summer internship program from June through July, hosting two interns, one in HR and one in Parks and Recreation. One of the HR interns, Jeremiah McGrady, was selected by PCC to present on his internship experience at the program's closing ceremony, which Director Fuller noted he managed with distinction.
- Open enrollment in June featured on-site Aflac (3 days) and LegalShield (1 day) representatives.
- All annual evaluations for part-time, permanent, and full-time employees were due at the end of June.

Councilwoman Hawkins asked for clarification on what happens when internal postings result in no hire. Director Fuller clarified that in cases where internal candidates are interviewed but not yet promoted (as with the Police Platoon Supervisor position), the process is still ongoing. She confirmed that if no suitable internal candidate is identified, a position would be reposted publicly.

Electric Department

Electric Director Ron Mills reported that the department completed over 600 work orders during the quarter. Approximately 500 residents received delinquent notices. Ongoing work included relocating facilities underground for the Depot and Church Street reconstruction project, installing services in the Eli's Ridge subdivision and 11 Main developments, and supporting the Old Tar Road construction by de-energizing portions of lines for contractor safety. The department also hung American flag banners in the community. Two employees attended an Electric Cities substation training program in April.

Building Inspections / Code Enforcement

Building Inspector Johnston reported on notable commercial and residential construction activity:

- Commercial: Pit Welding is complete; Saladworks and Frutta Bowls are open in the Lowe's Food Shopping Center; Reedy Branch Warehouse and Flex Space Storage is upfitting 10

spaces for various commercial uses; Freddy's Frozen Custard is under construction on West Fire Tower Road; upfits are underway for the two remaining tenant spaces at the 2035 building in the Lowe's shopping center; Beacon Dental is constructing a new facility on Beacon Drive; and Vincent Dental is renovating an adjacent space to their existing location.

- Residential: Villa Grande Phase 3 is winding down with 6 lots remaining; Brookfield Section 4 has 1 open lot; Eli's Ridge subdivision is expected to have ongoing construction for considerable time.
- Code Enforcement: Activity has been slower due to the summer drought, though Mr. Johnston noted the drought has now ended and grass growth will increase activity.

Planning and Economic Development Department

Planning and Economic Development Director Stephen Penn reported that the residential lot supply is surprisingly low, creating a need for new lots to come online. He noted that South Brook (Church Street side), Blackstone (final phase of approximately 12 lots), and Quail Trace are expected to bring additional residential lots to market by year-end or shortly thereafter. On the commercial side, the department is seeing significant interest from out-of-state investors and larger commercial operators. A recently received proposal for a 50,000 square foot "office flex space", a large facility designed for service businesses such as HVAC, flooring, or wholesale distributors with a small, attached office, was highlighted as a new and needed product type for the local market.

XVI. Announcements

Mayor Hines highlighted the following upcoming events and dates:

- Coffee and Conversation: Friday, August 14, 2026, 4:00–7:00 PM, Market on the Square
- Watermelon Festival: August 27–30, 2026, Winterville Recreation and Parks
- Labor Day Holiday: Monday, September 7, 2026 – Town Hall closed.
- Regular Town Council Meeting: Monday, September 14, 2026

XVII. Reports From The Town Manager, Town Attorney, Town Council, And Mayor

Town Attorney Lassiter reported no new matters but noted that a closed session was scheduled for that evening to allow the Council to provide instruction to staff and negotiating agents regarding the possible purchase of real estate.

Councilwoman Dr. Harrell thanked the residents in attendance and all town staff for their hard work, and extended best wishes to all students, staff, and administrators returning to school for a wonderful and safe school year.

Councilwoman Hawkins asked Town Manager Parker for a status update on a draft trash rollout policy. Town Manager Parker confirmed she has been reviewing policies from other municipalities, is working to identify the approach that best fits Winterville's services and anticipates presenting a draft at the September meeting. Councilwoman Hawkins also addressed the public directly, affirming that the Council is present to serve, listen, celebrate with, and represent the residents of Winterville. She commended residents who had remained at the meeting since 6:00 PM, calling their presence commendable. She also noted that the Winterville Chamber of Commerce has issued parade applications for the upcoming Watermelon Festival and offered encouragement and prayers for students and educators returning to school, noting that educators begin the following week.

Councilman Moyer thanked all staff and departments for their collaborative work and asked the Council and staff to continue working together and take service to the community to the next level.

Councilwoman Smith offered special recognition to Public Works, the Utility Department, and Code Enforcement for keeping the town well-maintained, and gave a particular shout-out to the patriotic seasonal decor. She encouraged residents to visit the parks in the fall to enjoy a variety of athletic programs, including flag football, fall baseball, soccer, and cheerleading. She congratulated the 9-U All Stars on winning the state tournament hosted in Winterville and recognized all staff who contributed to making that event a success. She looked forward to the Watermelon Festival as a signature part of Winterville's community identity.

Mayor Pro Tem Roberson echoed thanks to staff and attendees. She offered a special acknowledgment to Councilwoman Hawkins and her daughter for their foundational work in establishing the Human Relations Board prior to Councilwoman Hawkins being elected, noting that she had initiated the concept years ago after attending a meeting elsewhere and seeing the need for Winterville to have such a board.

Mayor Hines thanked the community for their continued support and encouraged residents to reach out with any questions. He mentioned he had personally walked the new cemetery site earlier that day. He also shared that after his police ride along; his next planned ride along will be with the Fire Department. He noted that he had recently taken part in an ALS Ice Bucket Challenge and confirmed it was cold but worth it.

XVIII. Closed Session

Motion made by Councilwoman Dr. Harrel and seconded by Mayor Pro Tem Roberson to enter into Closed Session pursuant to NCGS § 143-318.11(a)(5), to receive instruction and discuss the town's negotiating position regarding the acquisition of real property. Motion carried unanimously, 5-0. Entered into Closed Session at 8:41 pm.

The Council entered Closed Session. Upon conclusion of the Closed Session, the Council returned to Open Session.

Motion made by Councilwoman Dr. Harrell and seconded by Councilwoman Smith to return to Open Session. Motion carried unanimously, 5-0.

XIX. Adjourn.

Motion made by Councilwoman Dr. Harrell and seconded by Councilwoman Smith to adjourn the meeting. Motion carried unanimously, 5-0. Meeting adjourned at 8:58 pm.

Adopted the 14th day of September 2026.

Richard E. Hines, Mayor

ATTEST:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: September 14, 2026

Presenter: Stephen Penn, Planning and Economic Development Director

Item to be Considered

Subject: Carroll Crossing Section 4 Annexation Petition.

Action Requested: Schedule Public Hearing for October Town Council Meeting.

Attachment: Annexation Petition, Legal Description, Annexation Map and Certificate of Sufficiency.

Prepared By: Stephen Penn, Planning and Economic Development Director

Date: 8/24/2026

ABSTRACT ROUTING:

☐ TC: 9/8/2026

☒ TM: 9/8/2026

☒ Final: tlp - 9/8/2026

Supporting Documentation

Applicant: Eugene & Yutian Wang (Property Owners)

Location: Church Street Ext and Jeremy Ln (Adjacent to Existing Carroll Crossing Subdivision.)

Parcel Numbers: 04819.

Site Data: 4.19 acres.

Zoning: R-8 Conditional District (CD).

Staff Analysis:

Applicant is requesting annexation of Carroll Crossing Section 4. The property is expected to feature 11 duplexes (22 units in total) and one single-family detached unit for a total of 23 residential units on the 4.19 acres. The site will also feature a stormwater pond and will have direct ingress/egress access onto both Church Street and Jeremy Ln.

Anticipated Annexation Schedule:

8/10/26: Direct Town Clerk To Investigate Sufficiency.

9/14/26: Schedule Public Hearing.

10/12/26: Hold Public Hearing.

If approved, anticipated Effective Date will be October 31, 2026.

Staff recommends approval of the annexation petition.

Budgetary Impact: NA.

Recommendation: Staff recommends Council schedule a Public Hearing for the October Town Council Meeting.

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.

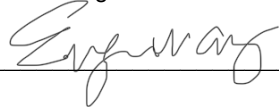
- All owners of the property must sign.

2 The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

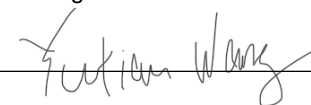
Description

**REFER TO ATTACHED LEGAL DESCRIPTION
(TAKEN FROM PROPERTY DEED)**

Name Eugene Wang Address 3412 flora Dr, Winterville ,NC 28590

Signature 

Name Yutian Wang Address _____

Signature 

Name _____ Address _____

Signature _____

Beginning at a 5/8" ERB Flush said point have NC Grid Coordinates of N: 647,294.06, E: 2,474,938.84;

thence S 75°16'04" E a distance of 262.78' to a ½" EIP 4" Below Grade;

thence S 03°12'02" E a distance of 102.90' to a ½" EIP 4" Below Grade;

thence S 03°10'47" E a distance of 89.98' to a ½" EIP 4" Below Grade;

thence S 03°10'18" E a distance of 45.09' to a ½" EIP 4" Below Grade;

thence S 03°07'45" E a distance of 44.98' to a ½" EIP Flush;

thence S 03°15'22" E a distance of 45.09' to a ½" EIP Flush;

thence S 03°10'17" E a distance of 44.81' to a ½" EIP Flush;

thence S 03°11'56" E a distance of 89.98' to a ½" EIP Flush;

thence S 03°08'30" E a distance of 44.96' to a ½" EIP 4" Below Grade;

thence S 03°08'53" E a distance of 89.97' to a ½" EIP 4" Flush;

thence S 02°41'19" E a distance of 45.00' to a ½" EIP 4" Below Grade;

thence S 03°41'10" E a distance of 43.07' to a ½" EIP 4" Below Grade;

thence S 03°17'02" E a distance of 43.35' to a ½" EIP 4" Below Grade;

thence N 73°30'58" W a distance of 109.65' to a ½" EIP 4" Below Grade;

thence with a curve turning to the left with an arc length of 119.89', with a radius of 375.00', with a chord bearing of N 82°43'29" W, with a chord length of 119.38', thence with a curve to a NIP Flush;

thence with a reverse curve turning to the right with an arc length of 46.44', with a radius of 30.00', with a chord bearing of N 47°32'14" W, with a chord length of 41.94', thence with a reverse curve to a ¾" Existing Iron Pipe Buried 3";

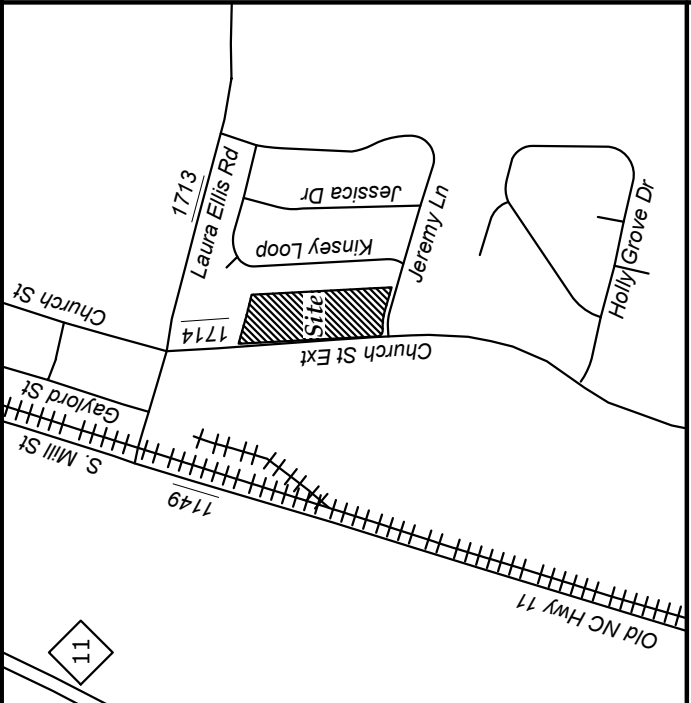
thence N 03°11'25" W a distance of 721.44' to a 5/8" ERB Flush;

which is the point of beginning,

having an area of 182571.44 square feet, 4.19 acres

- 1- This plat is subject to any facts that maybe disclosed by a full and accurate title search, as well as any right of ways easements, zoning regulations and restrictive covenants of record not shown hereon.
- 2- Area computed by the Method of Coordinate Geometry.
- 3- All distances are horizontal ground unless otherwise noted.
- 4- Wetlands were not defined or mapped during this survey.
- 5- Underground utilities may exist that are not shown hereon.
- 6- Right of Way was derived from adjoining surveys(Deed Book 4475, Page 363)

Special Notes



VICINITY MAP - 1" = 1000'

Legend

- EIP = Existing Iron Pin
- NIP = New Iron Pin
- ECM = Existing Concrete Monument
- ◆ EPKN = Existing Nail or Spike
- NPS = No Point Set
- = NEW CITY LIMIT
- = OLD CITY LIMIT
- = CITY LIMIT
- = RIGHT OF WAY
- = CENTERLINE
- = LINES NOT SURVEYED

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 03°10'47" E	89.98'
L2	S 03°10'18" E	45.09'
L3	S 03°07'43" E	44.98'
L4	S 03°15'22" E	45.09'
L5	S 03°10'17" E	44.91'
L6	S 03°08'30" E	44.96'
L7	S 03°08'53" E	89.97'
L8	S 02°47'19" E	45.00'
L9	S 03°47'10" E	43.07'
L10	S 03°17'02" E	43.35'
L11	S 03°17'02" E	33.88'
L12	S 86°48'35" W	50.76'
L13	S 75°16'04" E	37.53'

CURVE TABLE

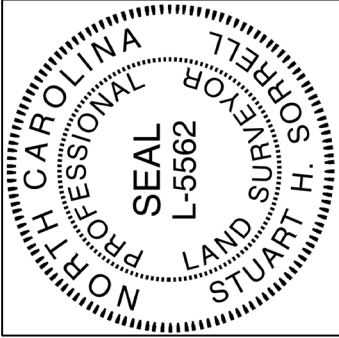
CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD LENGTH	CHORD BEARING
C1	18°19'02"	119.89'	375.00'	60.46'	119.38'	N 82°43'29" W
C2	88°41'33"	46.44'	30.00'	29.32'	41.94'	N 47°32'14" W
C3	19°37'19"	118.15'	345.00'	59.66'	117.58'	N 83°22'45" W

Surveyor's Certificate & Parcel Status

I, Stuart H. Sorrell, a Professional Land Surveyor in the State of North Carolina, certify that this plat was drawn under my supervision from an actual survey performed under my supervision. That the boundaries surveyed are defined in Deed Book 4475, Page 363. That the boundaries not surveyed are clearly indicated by broken lines. That the ratio of precision as calculated is 1: 10,000 +.

That the following information was used to perform the GPS survey:

GPS receiver used: Spectra SP 80
Class of survey : C
Positional accuracy : 0.03
Type of GPS field procedure : Virtual Receiving Station
Dates of survey : June 10, 2026
Datum/Epoch : NAD 83 / 2011 adjustment
Published / Fixed control used : "VRS"
Geoid Model : GEOID 18
Combined Grid Factor : 0.999988713
Units : US SURVEY FEET



That this plat was prepared in accordance with GS 47-30 as amended. That this plat meets the requirements of GS 47-30 section F-11, this survey is of another category, such as the recombination of existing parcels or other exception to the definition of a subdivision.

Witness my original signature and seal this 11 day of June, 2026

Stuart H. Sorrell

Stuart H. Sorrell, Professional Land Surveyor L-5562

Adjacent Property Owners

- Now or Formerly

Betty S. Fields
Deed Book 3568, Page 181
Map Book 62, Page 195

(23A)
- Now or Formerly

Toshi S. James
Deed Book 3986, Page 547
Map Book 62, Page 195

(23B)
- Now or Formerly

Gail L. Cristiano,
Dennis M. Cristiano,
and Nicholas Cristiano
Deed Book 3202, Page 664
Map Book 63, Page 95

(24A)
- Now or Formerly

Heather G. Manning and
husband, James T. Manning
Deed Book 4013, Page 334
Map Book 63, Page 95

(24B)
- Now or Formerly

AKR Holdings, LLC
Deed Book 4043, Page 356
Map Book 61, Page 147

(25)
- Now or Formerly

John H. Evans
Deed Book 2073, Page 446
Map Book 61, Page 147

(26)
- Now or Formerly

Marc Berson and
spouse, Lauren Berson
Deed Book 4526, Page 800
Map Book 91, Page 40

(27A)
- Now or Formerly

Nasim Khattab
Deed Book 4512, Page 290
Map Book 91, Page 40

(27B)
- Now or Formerly

Gary Berson and
spouse, Rosemary Berson
Deed Book 4543, Page 312
Map Book 91, Page 40

(28A)
- Now or Formerly

Amy Spruill and
Albert F. Furbush, III
Deed Book 4522, Page 106
Map Book 91, Page 40

(28B)
- Now or Formerly

John H. Evans
Deed Book 1878, Page 774
Map Book 61, Page 147

(29)
- Now or Formerly

John H. Evans
Deed Book 1878, Page 774
Map Book 61, Page 147

(30)
- Now or Formerly

Christian D. Brown
Deed Book 4747, Page 300
Map Book 62, Page 78

(31A)
- Now or Formerly

Jeffrey D. Hasselbach
Deed Book 2693, Page 106
Map Book 62, Page 78

(31B)
- Now or Formerly

Kumiko F. Truesdale
Deed Book 2778, Page 70
Map Book 62, Page 78

(32A)
- Now or Formerly

William D. Harrell and
wife, Carolyn Harrell
Deed Book 3264, Page 157

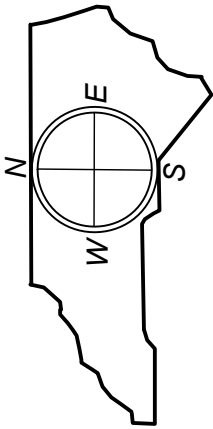
(A)

OWNER INFORMATION:
2020 GLOBAL INVESTMENTS, LLC
3412 FLORA DRIVE
WINTERVILLE, NC 28590

A Annexation Map for:
2020 Global Investments, LLC.
Of Property Standing in the Name of
2020 Global Investments, LLC

Winterville Township
Scale 1" = 80'
Pitt County, NC
Surveyed June 10, 2026

Sorrell Land Surveying, Inc.
Hugh A. Sorrell, L-2849 Stuart H. Sorrell, L-5562
Thomas L. Bohrer, L-3312
107 Union Drive, Suite 201 Washington, NC
www.sorrellandsurveying.com
Company License: C-3508 Office (252) 946-2464



"Serving the land surveying needs of Eastern NC"
FILE NO. 2025-321-147

MAP SHOWING AREA ANNEXED BY
TOWN OF WINTERVILLE, N.C.

EFFECTIVE DATE: _____ ORDINANCE NO. _____ AREA 4.19 ACRES
WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.

ACCEPTED FOR THE TOWN OF WINTERVILLE
MAYOR: _____ DATE: _____

CERTIFICATE OF SUFFICIENCY

**CARROLL CROSSING SECTION 4 ANNEXATION
"2020 GLOBAL INVESTMENTS, LLC" ANNEXATION MAP
PARCEL NUMBER: 04819**

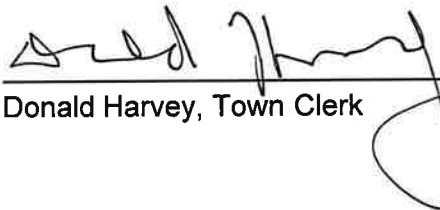
To the Town Council of the Town of Winterville, North Carolina:

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 all owners of 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 the 4th day of August 2026.

ATTEST:

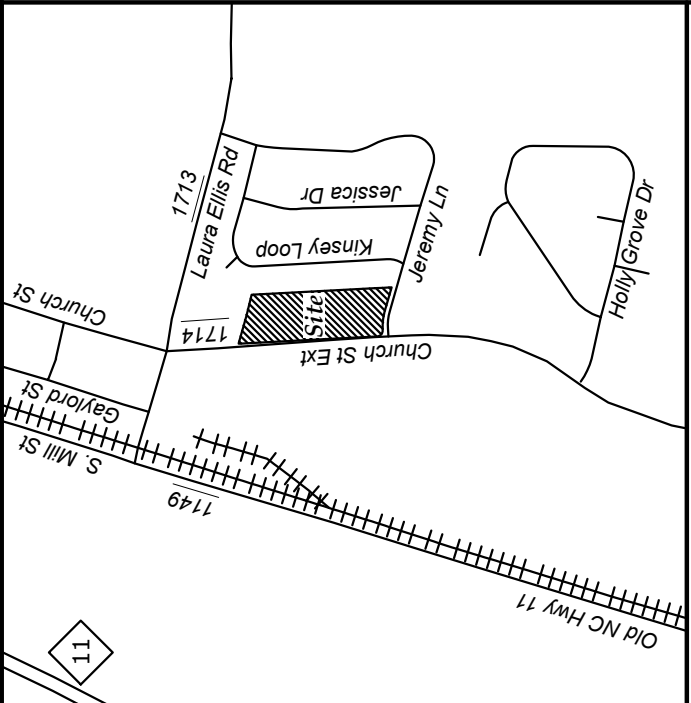




Donald Harvey, Town Clerk

- 1- This plat is subject to any facts that maybe disclosed by a full and accurate title search, as well as any right of ways easements, zoning regulations and restrictive covenants of record not shown hereon.
- 2- Area computed by the Method of Coordinate Geometry.
- 3- All distances are horizontal ground unless otherwise noted.
- 4- Wetlands were not defined or mapped during this survey.
- 5- Underground utilities may exist that are not shown hereon.
- 6- Right of Way was derived from adjoining surveys(Deed Book 4475, Page 363)

Special Notes



VICINITY MAP - 1" = 1000'

Legend

- EIP = Existing Iron Pin
- NIP = New Iron Pin
- ECM = Existing Concrete Monument
- ◆ EPKN = Existing Nail or Spike
- NPS = No Point Set
- = NEW CITY LIMIT
- = OLD CITY LIMIT
- = CITY LIMIT
- = RIGHT OF WAY
- = CENTERLINE
- = LINES NOT SURVEYED

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 03°10'47" E	89.98'
L2	S 03°10'18" E	45.09'
L3	S 03°07'43" E	44.98'
L4	S 03°15'22" E	45.09'
L5	S 03°10'17" E	44.91'
L6	S 03°08'30" E	44.96'
L7	S 03°08'53" E	89.97'
L8	S 02°47'19" E	45.00'
L9	S 03°47'10" E	43.07'
L10	S 03°17'02" E	43.35'
L11	S 03°17'02" E	33.88'
L12	S 86°48'35" W	50.76'
L13	S 75°16'04" E	37.53'

CURVE TABLE

CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD LENGTH	CHORD BEARING
C1	18°19'02"	119.89'	375.00'	60.46'	119.38'	N 82°43'29" W
C2	88°41'33"	46.44'	30.00'	29.32'	41.94'	N 47°32'14" W
C3	19°37'19"	118.15'	345.00'	59.66'	117.58'	N 83°22'45" W

Surveyor's Certificate & Parcel Status

I, Stuart H. Sorrell, a Professional Land Surveyor in the State of North Carolina, certify that this plat was drawn under my supervision from an actual survey performed under my supervision. That the boundaries surveyed are defined in Deed Book 4475, Page 363. That the boundaries not surveyed are clearly indicated by broken lines. That the ratio of precision as calculated is 1: 10,000 +.

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Stuart H. Sorrell

Stuart H. Sorrell, Professional Land Surveyor L-5562

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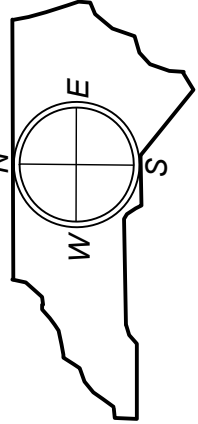
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WINTERVILLE, NC 28590

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2020 Global Investments, LLC.
Of Property Standing in the Name of
2020 Global Investments, LLC

Winterville Township
Scale 1" = 80'
Pitt County, NC
Surveyed June 10, 2026

Sorrell Land Surveying, Inc.
Hugh A. Sorrell, L-2849
Thomas L. Bohrer, L-3312

107 Union Drive, Suite 201 Washington, NC
www.sorrellandsurveying.com
Company License: C-3508
Office (252) 946-2464



"Serving the land surveying needs of Eastern NC"
FILE NO. 2025-321-147

MAP SHOWING AREA ANNEXED BY
TOWN OF WINTERVILLE, N.C.

EFFECTIVE DATE: _____ ORDINANCE NO. _____ AREA 4.19 ACRES
WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.

ACCEPTED FOR THE TOWN OF WINTERVILLE

MAYOR: _____ DATE: _____



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: September 14, 2026

Presenter: Stephen Penn, Planning and Economic Development Director

Item to be Considered

Subject: Zoning and Subdivision Ordinance Amendment Proposal - Sidewalks, & Dumpsters.

Action Requested: Schedule Public Hearing for October 12, 2026 Town Council Meeting.

Attachment: Zoning Ordinance Amendment Proposals: Sidewalks and Dumpsters.

Prepared By: Stephen Penn, Planning and Economic Development Director

Date: 8/24/2026

ABSTRACT ROUTING:

☒ TC: 9/8/2026

☒ TM: 9/8/2026

☒ Final: tlp - 9/8/2026

Supporting Documentation

To better serve the current and future residents of this community, Town staff has identified two proposed ordinance amendments:

1. Sidewalks: Adding sidewalk requirements to the Zoning Ordinance to ensure all new projects require sidewalks, regardless of whether the project goes through the subdivision process. This update will help ensure sidewalk development where necessary-- non-residential developments, multi-family or single-family attached developments, two-family residential, and significant expansion projects. This ordinance also provides clarity for both staff and developers, in order to provide a clearer understanding of the requirements.
2. Dumpsters: Adding "Stationary Sanitary Container" requirements for all multi-family dwellings, and single-family attached, of more than two attached units". Roller bin service to single-family attached has created issues with regard to where the bins are stored, interference with communal parking, etc. This ordinance will now require all multi-family dwelling or single-family attached (townhome) dwellings to install stationary sanitary containers on concrete pads rather than roll-out trash service.

Planning and Zoning Board unanimously recommended approval of these amendments at their August 17, 2026 meeting.

Budgetary Impact: NA.

Recommendation: Staff recommends Council schedule a Public Hearing for the October Town Council Meeting.



ZONING ORDINANCE AMENDMENTS – SUMMARY

- Adding Sidewalk Requirements to the Zoning Ordinance. Sidewalks are currently addressed/required in the Subdivision Ordinance except for the Central Business Transition Overlay District.
- This amendment is to ensure that we require sidewalks for projects that do not involve the Subdivision Ordinance. The proposed change will allow staff to require sidewalks for projects that do not go through the Subdivision Ordinance and are not within the Central Business Transition Overlay Zoning District.

Current Requirements:

Sidewalk Requirements:

- **Subdivision Ordinance:** Requires sidewalks in the following instances but only when a subdivision occurs.

Section 154.35

Sidewalks

Sidewalks shall be provided by the subdivider in accordance with the following:

- 1) Sidewalks shall be provided with public street extensions pursuant to Section 154.37.
 - 2) The location of proposed sidewalks required pursuant to this section shall be in accordance with Town standards.
 - 3) Sidewalks shall be provided along both sides of all minor and major thoroughfares as shown on the Thoroughfare Plan.
 - 4) Sidewalks shall be provided along one side of all local streets.
 - 5) Sidewalks shall be provided along one side of cul-de-sac streets with the sidewalk terminating where the cul-de-sac turnaround begins.
 - 6) The arrangement of sidewalks in new subdivision shall make provision of the continuation of existing sidewalks in adjoining areas.
- **Zoning Ordinance:** Requires sidewalks to be added adjacent to Central Business Transition Overlay Zoning Districts:
 - Required Sidewalk Improvements. All non-residential uses within the Central Business Transition Overlay District shall install a minimum five (5) feet wide sidewalk along the entire street frontage of any portion of the subject property that abuts a public street. Required sidewalks shall be constructed in accordance with the sidewalk construction standards of the Town of

Proposed Changes to the Winterville Zoning & Subdivision Ordinances:

Zoning Ordinance Proposed Changes:

Section 3.26: Sidewalks:

Sidewalks shall be installed along the entire street frontage for all new construction and for renovations, additions, and/or expansions to existing structures which fall into one or more of the following categories:

1. All subdivisions as defined by the Subdivision Ordinance.
2. All new Multi-family residential, Two-family, and Single-Family Attached residential.
3. All new non-residential developments.
4. All non-residential additions or expansion to structures where the expansion results in an increase of more than 60 percent value of the structure. (This includes a single project or cumulative projects within a 5-year period.)

Requirements for all Sidewalks:

- Required sidewalks shall be constructed by the builder or developer in accordance with the Town of Winterville Design Standards Manual.
- An ADA-accessible pedestrian path shall be provided from the street to the building entrance and other site areas intended for pedestrian access. The path shall be thoughtfully integrated with the development's sidewalk network to provide a safe, accessible, and continuous pedestrian connection from the street throughout the development.

Subdivision Ordinance Proposed Changes:

Section 154.35 Sidewalks

Sidewalks shall be provided by the subdivider in accordance with the following:

- 1) Sidewalks shall be provided with public street extensions pursuant to Section 154.37.
- 2) The location of proposed sidewalks required pursuant to this section shall be in accordance with Town standards.
- 3) Sidewalks shall be provided along both sides of all minor and major thoroughfares as shown on the Thoroughfare Plan.
- 4) Sidewalks shall be provided along one side of all local streets.
 - a. Sidewalks shall be provided along both sides of all streets for Non-Residential, Multi-Family Residential, Two-Family Residential, or Single-Family Attached Residential Developments.
- 5) Cul-de Sac Bulb Requirement- The sidewalk shall continue around the full perimeter of the cul-de-sac turnaround.
- 6) The arrangement of sidewalks in new subdivision shall make provision of the continuation of existing sidewalks in adjoining areas.



ZONING ORDINANCE AMENDMENTS – SUMMARY

- Adding a Special Requirement stipulation that will require Single-Family Attached townhome developments to utilize "Stationary Sanitary Containers"/ Stationary dumpsters rather than individual roll dumpsters.

Current Requirements:

Zoning Ordinance Changes: Article VI Table of Permitted and Special Uses; Section 6.5 Special Requirements to the Table of Permitted and Special Uses. ; SR 2. Two Family, Single Family Attached and Multifamily dwelling

Current Requirements:

SR 2. Two Family, Single Family Attached and Multifamily Dwellings

- a. No multi-family dwellings or series of attached single-family, multi-family buildings or other such arrangements shall exceed a length of one hundred fifty(150) feet when measured along the longest axis of the building or series of attached units when placed in a theoretical straight alignment.
 1. No multi-family development shall contain more than twenty (20) dwelling units unless the development shall have frontage along and direct primary access on a major or minor thoroughfare as shown on the Thoroughfare Plan.
 2. No multi-family development shall contain more than sixty (60) dwelling units unless the development shall have frontage along and direct access on two major or minor thoroughfares or combinations thereof as shown on the Thoroughfare Plan.
 3. Any multi-family development with more than 100 dwelling units shall meet the requirements of 2 above and shall submit a certified traffic engineering report evaluating the capability of the adjoining street system to carry the traffic generated by the development
- b. An individual multi-family building, two family dwelling or a single series of attached dwelling units to be located on an individual lot shall be developed in accordance with the area, yard and height requirements of the district in which located the same as any other individual building on an individual lot. Provided that in the R-8 zoning district, two-family dwellings within a subdivision shall only be permitted on a corner lot. The conveyance of ground space for single-family attached units or for common area or

similar purposes shall not preclude development under this subsection. Such conveyances however shall be subject to the requirements of the Subdivision Ordinance and may be subject to the North Carolina Unit Ownership Act.

- c. In any case where more than one multi-family building, more than one two-family dwelling or more than one series of attached dwelling units are proposed to be constructed on one lot, such development shall be in conformance with the following residential group development standards:
 1. Site Plan. No zoning permit or building permit shall be issued for construction in a group residential development except in accordance with a site plan approved by the Planning Board, in accordance with the standards herein. In any case where land is to be dedicated in a group residential development, a Subdivision Plan may be required by the Subdivision Ordinance. Developments that are proposed to be developed under the North Carolina Unit Ownership Act shall meet the requirements of that Act by recording the declaration and plan with the Register of Deeds. Where land is to be conveyed in accordance with such declaration and plan, the developer shall first comply with the Subdivision Ordinance.
 2. Density. The number of dwelling units per unit of land area shall not exceed the number of dwelling units per unit of land area permitted in the district in which the development is located. Fractional units above one-half ($1/2$) may be rounded to the next highest number once the basic number of units exceeds twenty (20).
 3. Yard Requirements. The following yard requirements are hereby established:
 - A. Exterior. Along each exterior property line or public street, the minimum front, rear and side yard setback of the Zoning District shall be maintained
 - B. Interior. For each building erected along a private street or accessway, a minimum setback of twenty (20) feet shall be maintained from the nearest edge of street or accessway pavement.
 - C. Distance Between Buildings. A distance of at least twenty (20) feet shall be maintained between all buildings within the development.
 4. Street or Accessways. All private streets or accessways providing ingress and egress from the development to an existing public street system shall comply with the current standards being required by the subdivision regulations then in effect, including street drainage, except that no curb and gutter is required and a pavement width of only 20 feet shall be required.
 5. Sidewalks. Sidewalks shall be installed in the same manner and under the same criteria as that established in the Subdivision Regulations.
 6. Storm Drainage Improvements. Storm drainage improvements shall be made in the same manner and under the same criteria as that established in the Subdivision Regulations.
 7. Sanitary Containers. Stationary sanitary containers shall be located so as not to interfere with sight distance or the free movement of vehicles on streets or service drives and so as to allow collector trucks adequate maneuvering space to empty the containers and to leave the property without excessive backing. Concrete pads in conformance with the public works department's stationary container location standards shall be located beneath of and in the approach to each stationary sanitary container.

Proposed Changes:

SR 2. Two Family, Single Family Attached and Multifamily Dwellings

- a. No multi-family dwellings or series of attached single-family, multi-family buildings or other such arrangements shall exceed a length of one hundred fifty(150) feet when measured along the longest axis of the building or series of attached units when placed in a theoretical straight alignment.
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- b. An individual multi-family building, two family dwelling or a single series of attached dwelling units to be located on an individual lot shall be developed in accordance with the area, yard and height requirements of the district in which located the same as any other individual building on an individual lot. Provided that in the R-8 zoning district, two-family dwellings within a subdivision shall only be permitted on a corner lot. The conveyance of ground space for single-family attached units or for common area or similar purposes shall not preclude development under this subsection. Such conveyances however shall be subject to the requirements of the Subdivision Ordinance and may be subject to the North Carolina Unit Ownership Act.
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6. Storm Drainage Improvements. Storm drainage improvements shall be made in the same manner and under the same criteria as that established in the Subdivision Regulations.

"Sanitary Containers" requirement moved to its own category "d".

- d. Sanitary Containers. Stationary sanitary containers shall be located so as not to interfere with sight distance or the free movement of vehicles on streets or service drives and so as to allow collector trucks adequate maneuvering space to empty the containers and to leave the property without excessive backing. Concrete pads in conformance with the public works department's stationary container location standards shall be located beneath of and in the approach to each stationary sanitary container. Stationary sanitary containers are required for all Multi-Family Dwellings and Single-Family Attached units of more than two attached units.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: September 14, 2026

Presenter: Donald Harvey, Town Clerk

Item to be Considered

Subject: Human Relation Board request for use of Town Square.

Action Requested: Approval of Use.

Attachment: NA.

Prepared By: Donald Harvey, Town Clerk

Date: 8/28/2026

ABSTRACT ROUTING:

☒ **TC:** 9/8/2026

☒ **TM:** 9/8/2026

☒ **Final:** tlp - 9/8/2026

Supporting Documentation

The Winterville Human Relations Board would like to request the use of the Winterville Market on Saturday, September 26th 10:00 am – 2:00 pm for the Hispanic Heritage Community Resource Event.

Budgetary Impact: NA.

Recommendation: Staff recommends Council approve the use of the Town Square by the Human Relations Board.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: September 14, 2026

Presenter: Donald Harvey, Town Clerk

Item to be Considered

Subject: Appointment of a Town Representative to the Mid-East Commission Board.

Action Requested: Appoint a representative to serve on the Mid-East Commission Board.

Attachment: Municipal Certificate of Appointment for Membership to the Mid-East Commission.

Prepared By: Donald Harvey, Town Clerk

Date: 8/26/2026

ABSTRACT ROUTING:

☒ TC: 9/8/2026

☒ TM: 9/8/2026

☒ Final: tlp - 9/8/2026

Supporting Documentation

The Town of Winterville currently does not have a representative serving on the Mid-East Commission Board. To ensure the Town is represented in regional discussions and Commission matters, Town Council is requested to appoint a representative to attend Mid-East Commission meetings on the Town's behalf. The Municipal Certificate of Appointment is attached for Council's review and consideration.

Budgetary Impact: N/A.

Recommendation: Staff recommends that Town Council appoint a representative to serve on the Mid-East Commission Board and authorize completion of the Municipal Certificate of Appointment.

Municipal Certificate of Appointment
of Membership to the Mid-East Commission

The municipal board of the Town of Winterville, at its September 12, 2026, regular meeting, appointed _____, to serve as its representative to the Mid-East Commission Board for a term of two years beginning with the _____ Board meeting.

This action was taken in accordance with the Bylaws of the Mid-East Commission Article V, Section 3 and 4 on this 14th day of September 2026.

Richard E. Hines, Mayor

(SEAL)

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: September 14, 2026

Presenter: Ron Mills, Electric Director

Item to be Considered

Subject: Old Tar Road Relocation Change Orders.

Action Requested: Council Approve Change Orders.

Attachment: 3 Change Orders from C Phase and Original Contract.

Prepared By: Ron Mills, Electric Director

Date: 8/26/2026

ABSTRACT ROUTING:

☒ TC: 9/8/2026

☒ TM: 9/8/2026

☒ Final: tlp - 9/8/2026

Supporting Documentation

U-2817, Old Tar Road widening project has exposed some unknowns and oversight during Winterville's Electric Line Relocation.

With these unknowns becomes the need to deviate from the original relocation plans in three locations to date.

Attached are change orders for this project in which said work has been completed. NCDOT has approved all changes that have been needed to date. These change orders will require additional funding from the original contract, in which all monies are to be reimbursed by NCDOT.

- Change order # 1 will require \$10,128.80 additional funds;
- Change order #2 will require \$13,037.75 additional funds; and,
- Change order #3 will require \$26,729.54 additional funds.
- Total of \$49,896.09.

Budgetary Impact: Additional funds needed in the amount of \$ 49,896.09 to be reimbursed by NCDOT.

Recommendation: Staff recommends Council approve three change orders from C Phase Construction.

**TOWN OF WININTERVILLE
WININTERVILLE, NORTH CAROLINA
NCDOT PROJECT U2817**

42

**TOWN OF WINNTERVILLE
WINNTERVILLE, NORTH CAROLINA
NCDOT PROJECT U2817**

Change Order No. 2

Replace Poles 8, 9, & 22 with 5' taller poles

Remove 3 – 55' wood poles @ \$862.50 each - \$2,587.50

Net – Add \$13,037.75

Days Added (Deducted): 0

Add: \$ 13,037.75 Deduct: \$

Town of Winterville By: _____
(Owner) (Date)

**TOWN OF WININTERVILLE
WININTERVILLE, NORTH CAROLINA
NCDOT PROJECT U2817**

Change Order No. 3

Days Added (Deducted): 0

Town of Winterville
(Owner)

By: _____

(Date)

Attachment

UG Additions

205' of 750 MCM AL URD @ \$27,700 per 1000' =	\$5,678.50
205' of UR2-2-12-48 @ \$18 per foot =	\$3,690.00
205' of UGC-4-3" @\$49.71 per foot =	<u>\$10,190.55</u>
Total	\$19,559.05

Pole 33 Labor Removals

145' (4) 336 ACSR – 0.58 x \$3,950 =	\$2,291.00
55' 1/2 pole	\$2,300.00
C4-2	\$1,350.00
M2-12EC	\$ 157.50
4-E1-1EC @ \$275.00	\$1,100.00
2-E3-10EC @ \$45.00	\$ 90.00
2-F4-1EC @ 475.00	\$1,900.00
50' #6 TPX	\$ 78.75
J3-1	\$ 97.00
LS-102	<u>\$ 300.00</u>
	\$9,664.25

TOWN OF WINTERVILLE, NC
BID TABULATION FOR NCDOT PROJECT U2817 CONSTRUCTION

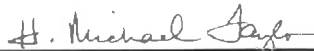
Description	Bidders				
	C-Phase	River City			
Proposal Signature/Seal - Page 11	✓	✓			
Bid Bond	✓	✓			
Contractor License - Page 4	✓	✓			
Contractor's Bid Proposal - Exhibit A	✓	✓			
Pole Units	\$ 103,766.25	\$ 98,646.00			
Pole Top Units	\$ 104,886.69	\$ 116,493.00			
Guy Units	\$ 39,821.79	\$ 43,584.00			
Anchor Units	\$ 32,805.00	\$ 72,000.00			
Transformer Units	\$ 24,332.28	\$ 19,592.00			
Grounding Units	\$ 9,411.32	\$ 6,872.00			
Secondary Units	\$ 1,610.86	\$ 1,215.00			
Service Units	\$ 1,159.70	\$ 980.00			
OH Conductor Units	\$ 176,840.70	\$ 205,130.50			
Miscellaneous OH Units	\$ 77,572.88	\$ 115,334.00			
Underground Cable Units	\$ 351,067.80	\$ 393,451.65			
Underground Transformer Units	\$ 103,916.78	\$ 240,806.00			
Miscellaneous UG Units	\$ 51,573.34	\$ 7,935.00			
UG Excavation	\$ 139,041.50	\$ 232,315.00			
Removal Units	\$ 135,960.50	\$ 358,914.00			
TOTAL BID PRICE	\$ 1,353,767.39	\$ 1,913,268.15			
Less Cost of Owner Furnished Materials	\$ (307,661.00)	\$ (307,661.00)			
Total Net Cost of Construction	\$ 1,046,106.39	\$ 1,605,607.15			
Construction Duration (Days)	120	120			

Sealed bids were publicly opened and read at 2:00 p.m., February 5, 2026. Any irregularities are noted below.

Notes:

River City did not include cost of Owner Furnished Materials in their unit prices. These were added for this tabulation

It is recommend the contract be awarded to C Phase Services, LLC as the best and lowest bid received


H. Michael Taylor, PE

**TOWN OF WINTERVILLE
WINTERVILLE, NORTH CAROLINA**

**LINE RELOCATION FOR U2817 NCDOT
ROAD WIDENING PROJECT**

**SPECIFICATIONS
AND BID DOCUMENTS
FOR
LABOR, MATERIALS, AND EQUIPMENT BID
REQUEST FOR BIDS**



3-30-22

NOTICE TO PROSPECTIVE BIDDERS

Sealed Proposals will be received by the Town of Winterville North Carolina in the Town Hall Assembly Room, 2571 Railroad Street, Winterville, North Carolina, until 2:00 p.m., local time, Thursday, February 5, 2026, at which time they will be publicly opened and read for the furnishing of the following:

LABOR, MATERIALS, AND EQUIPMENT

Proposals shall be marked **"Bid for Furnishing Labor, Materials, and Equipment for Winterville's Line Relocation for U2817 NCDOT Road Widening Project"**. Bidders shall ship or hand deliver their Proposals as follows:

Town of Winterville
2571 Railroad Street
Winterville, North Carolina 28590
Attention: Mr. Anthony Bowers

Specifications and proposal forms may be secured from the office of the Engineer, or reviewed at the Utility Director's office, 2936 Church Street, Winterville NC, North Carolina 28590.

All hand-carried Proposals are to be presented to the Assistant Town Manager in his office or at the time of the bid opening in the Assembly Room. Cash, Bid Bond, certified check, or cashier's check on a bank insured by the Federal Deposit Insurance Corporation, made payable to the Town of Winterville, North Carolina, in the amount of five percent (5%) of the total bid must accompany all Proposals to be accepted and read. The Town reserves the right to retain bid security instruments for a period of sixty (60) days from the receipt of the bids.

The successful Bidder will be required to enter into a contract with the Owner on the forms included in this bid package and to furnish Performance and Payment Bonds for the full amount of the contract price including Owner furnished materials.

The Bidder's proposal shall specify price, time until completion, and any applicable terms. Any exceptions or clarifications to specifications or terms specified must be clearly noted in the proposal. The Engineer shall be solely responsible for interpreting all specifications. Any questions or ambiguities should be directed to the Engineer prior to submission of a proposal. Unless clearly noted otherwise, submission of a proposal will indicate acceptance of all specifications.

The Specifications represent the minimum acceptable requirements for materials and services provided. They are not intended to restrict bidders to a particular manner of meeting the intent of the specifications.

The Bidder's proposal shall specify price, any applicable price terms, any exceptions, and estimated completion time. Prices shall include all labor, materials, and equipment necessary to complete the included items. The contractor will supply all labor, materials, and equipment required.

The successful Bidder shall commence work on the project within ten (10) business days after the Engineer has given written notice to commence construction and will prosecute diligently to complete construction to the satisfaction of the Owner within one hundred twenty (120) days after the giving of such notice. The time of completion of the construction of the facilities is of the essence of this contract, and the Liquidated Damage Clause (Article V, Section 2 of the Proposal) will be applicable for overrun of this period.

North Carolina sales tax is applicable to this purchase. Each Bidder shall show as a separate item the amounts which will be payable by the Purchaser for any taxes upon the sale of the proposed materials not included in the bid prices.

There will be a Pre-Bid Conference Meeting in the Conference Room at Operations Center at 2936 South Church Street, Winterville NC. at 1:30 PM Tuesday, October 28 to review all the work included in the bid.

The Purchaser reserves the right to waive minor irregularities or errors in the Proposal if it appears that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal prior to acceptance by the Purchaser. The Purchaser will evaluate all data provided in the proposal and select the proposal that in the sole judgment of the Purchaser represents the best value to the Town of Winterville. The Purchaser reserves the right to reject any or all proposals.

Town of Winterville, North Carolina
Purchaser

H. Michael Taylor, PE.
Engineer

Date: January 15, 2026

CONTRACT

Town of Winterville, North Carolina
(Hereinafter called the Owner)

ARTICLE 1 –GENERAL

Section 1. Offer to Construct. The undersigned (hereinafter called the Contractor) hereby agrees to furnish all materials, labor, equipment, tools, transportation and other means necessary to construct and energize all relocated electric facilities associated with the NCDOT U2817 Road widening project (hereinafter called the "Project") in strict accordance with the Plans and Drawings for the prices hereinafter stated.

Section 2. Materials. The successful Contractor (hereinafter called the Contractor) shall supply all material items not supplied by the Owner necessary for this Project outright, not subject to any conditional sales agreements, leases or other agreement reserving unto the seller any right, title, or interest therein. All such materials will become the property of the Owner upon completion. The unit prices in the Contractor's Proposal are to include provisions for Owner Furnished Materials since, as stated in Article I, Section 3 of the Contractor's Proposal, the value of all Owner Furnished Materials will be deducted from payments to the Contractor for completed Construction Units.

Section 3. Proposal on Unit Basis. The Bidder understands and agrees that the various Construction Units on which bids are made are defined by symbols and descriptions in this Proposal, that all said bids are on a unit basis, and that the Owner may specify any number or combination of Construction Units that the Owner may deem necessary for the construction of the project. Separate Construction Units are designated for each different arrangement which may be used in the construction of the project. This Proposal is based on consideration of each unit in place and includes the materials listed on the corresponding Construction Drawings or description of unit where no drawing exists.

Section 4. Due Diligence. The Bidder has made a careful examination of the site of the project to be constructed and of the Plans, Specifications, Construction Drawings, and form of Contractor's Bond attached hereto, and has become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required before and during the construction of the project, and has become acquainted with the labor conditions, federal, state, and local laws, rules, and regulations applicable to its performance on the Project.

Section 5. Warranty of Good Faith. The Bidder warrants that the Proposal was made in good faith and without collusion and connection with any other person or persons competing for the same work.

Section 6. Financial Resources. The Bidder warrants that it possesses adequate financial resources and agrees that in the event this Proposal is accepted it will furnish a Contractor's Bond in the form attached hereto, in a penal sum not less the maximum Contract price, with a surety or sureties acceptable to the Owner.

Section 7. License. The Bidder warrants that it possesses Contractor's License No. 83175 for the State of North Carolina with a limit of \$ N/A, and said license expires on December 31, 2026.

Section 8. Taxes. The unit prices for Construction Units in this Proposal include provisions for the payment of all monies which will be payable by the Bidder or the Owner in connection with the construction of the Project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies and equipment, or services or labor of installation thereof to be incorporated in the project as part of such Construction Units. The Bidder agrees to pay all such taxes, except taxes upon the sale, purchase or use of Owner Furnished Materials and it is understood that, as to Owner Furnished Materials, the values stated in the attached "List of Owner Furnished Materials" include taxes upon the sale, purchase or use of Owner Furnished Materials, if applicable. The Bidder will furnish to the appropriate taxing authorities all required information and reports pertaining to the project, except the Owner Furnished Materials. The Contractor will submit receipts for all taxes paid for the Project to the Owner.

Section 9. Description of Contract. The Specifications, Plans, and Drawings, all attached hereto and made a part hereof together with the Contract document constitutes the entire contract.

Section 11. Changes in Quantities. The Bidder understands and agrees that the quantities called for in this Proposal are approximate, and that the total number of units upon which payment shall be made shall be as set forth in the final inventory. If the Owner changes the quantity of any unit or units specified in this Proposal by more than fifteen percent (15%) and the materials cost to the Bidder is increased thereby to an extent which would not be adequately compensated by application of the unit prices in this Proposal to the revised quantity of such unit or units, such change, to the extent of the quantities of such units in excess of such fifteen percent (15%) shall be regarded as a change in the construction within the meaning of Article II, Section 1(d) of this proposal.

ARTICLE II – CONSTRUCTION

Section 1. Time and Manner of Construction.

- a. The Contractor agrees to commence work on the Project on a date (hereinafter called the "Commencement Date") which shall be determined by the Engineer after giving notice in writing to commence work and determination that sufficient materials will be available upon commencement of work to allow the Contractor to proceed without delays due to lack of necessary materials. The Contractor agrees to prosecute diligently and to complete construction in accordance with the Specifications and Drawings within One Hundred Twenty (120) calendar days after the Commencement Date: provided, however, that the Contractor will not be required to perform any work on such days when in the judgment of the Engineer snow, rain, or wind or the results of snow, rain, or frost make it impractical to perform any operation of construction and to the extent of the time lost due to conditions described herein and approved in writing by the Engineer, the time of completion set out above will be extended if the Contractor makes a written request therefore to the Owner.

- b. The time for completion of construction shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Contractor, including acts of God, fires, floods, inability to obtain materials and acts or omissions of the Owner with respect to matters for which the Owner are solely responsible: provided, however, that no extension of time for completion shall be granted the Contractor unless within ten (10) days after the happening of any event relied upon by the Contractor for extension of time the Contractor shall have made written request to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes, except act or omissions of the Owner, shall result in any liability on the part of the Owner.
- c. The sequence of construction shall be as determined by the Bidder, subject to the approval of the Engineer and the Owner. The Contractor shall obtain permission from the Owner for all outages of electric services planned and required by the work being performed.
- d. The Owner, acting through the Engineer, may from time to time during the progress of the construction of the project make such changes, additions or subtractions from the Plans, Specifications, Construction Drawings, List of Materials and sequence of construction which are part of the Contractor's Proposal as conditions may warrant: Provided, however, that if any change in the construction to be done shall require an extension of time or if the cost to the Contractor shall be materially increased by such change or addition, a reasonable extension will be granted and the reasonable additional cost shall be granted provided the Contractor shall make a written request to the Owner within (10) days of such change being made. Such changes shall be documented with a written Change Order Amendment signed by the Owner and the Contractor prior to performing the change.

Section 2. Environmental Protection. The Contractor shall perform work in such a manner as to maximize preservation of beauty, conservation of natural resources and minimize marring and scarring of the landscape and erosion of soil. The Contractor shall comply with all state and federal environmental laws and regulations, and shall be responsible for all permits, inspections, fees, fines, and penalties associated with compliance in conjunction with construction of the Project.

Section 3. Errors or Omissions. No payments shall be made to the Contractor for materials or labor involved in correcting errors or omissions on the part of the Contractor which result in construction not in accordance with the Plans and Drawings.

Section 4. Supervision and Inspection.

- a. The Contractor shall cause the construction work to receive constant supervision by a competent superintendent (hereinafter called the "Superintendent") who shall be present at all times during working hours where construction is being carried on. The Contractor shall also employ, in connection with the construction of the Project, capable, an experienced and reliable foreman and such skilled workmen as may be required for the various classes of work to be performed. Directions and instructions given to the Superintendent shall be binding upon the Contractor.

- b. The Owner reserves the right to require the removal from the Project of any employee of the Contractor if in the sole judgment of the Owner such removal shall be necessary to protect the interests of the Owner.
- c. The manner of construction of the Project, and all materials and equipment used therein, shall be subject to the inspection, tests, and approval of the Owner or Engineer and the Contractor shall furnish all information required by the Owner concerning the nature or source of any materials used in the Project. The Contractor shall have an authorized agent accompany the Engineer when final inspection is made.
- d. In the event that the Owner shall determine the construction contains or is likely to contain numerous defects, it shall be the duty of the Contractor and its Surety to have an inspection made by an engineer approved by the Owner to determine the exact nature, extent, and location of such defects.

Section 5. Defective Materials and Workmanship.

- a. The acceptance of any material, equipment, or workmanship by the Owner or Engineer shall not preclude their subsequent rejection if any shall be found to be defective after installation, but before Completion of the Project. Such materials, equipment, or workmanship shall be replaced or remedied by and at the expense of the Contractor. Any condemned material or equipment shall be immediately removed from the site of the Project by the Contractor at the Contractor's expense.
- b. Notwithstanding any certificate which may have been given by the Owner or Engineer, if any materials, equipment, or workmanship which does not comply with the requirements of this contract shall be discovered within one (1) year after Completion of the Project, the Contractor shall replace or remedy such materials, equipment, or workmanship within thirty (30) days after notice in writing shall have been given by the Owner. In the event of failure by the Contractor so to do, the Owner may replace such defective material or equipment or remedy such defective workmanship, as the case may be, and in such event the Contractor shall pay to the Owner the cost and expense thereof.

Section 7. Changes in Construction. The Contractor agrees to make changes in previously installed construction or units different from the original plans if so requested by the Owner. The compensation for such changes shall be agreed upon in writing by the Contractor and the Owner with a formal Change Order prior to commencement of work in connection with such changes. Changes in compensation shall be based on actual cost of material and estimated labor to accomplish the change and based on similar units, if any, in the original Contract. If the change is for work completely outside the original scope of work, compensation shall be at the hourly rates agreed upon and included as part of this contract. No payment shall be made to the Contractor for correcting errors or omissions on the part of the Contractor.

ARTICLE III – PAYMENTS AND RELEASE OF LIENS

Section 1. Payments to Contractor.

- a. Within the first fifteen (15) days of each calendar month, the Owner shall make partial payment to the Contractor for construction accomplished during the preceding calendar month that is certified to by the Contractor, recommended by the Engineer, and approved by the Owner solely for the purpose of payment: provided, however, that such approval shall not be deemed as approval of the materials or workmanship. Only ninety percent (90%) of each such estimate approved during the construction of the Project shall be paid by the Owner to the Contractor prior to completion of the Project. Upon completion of the Project by the Contractor, the Engineer shall make a final inspection of the Project and certify it to the Owner. Upon the approval of such certificate by the Owner, the Owner shall make payment to the Contractor for all amounts to which the Contractor shall be entitled which shall not have been paid, provided, however, that such final payment shall be made not later than ninety (90) days after the date of Completion of Construction of the Project as specified in the Certificate of Completion, unless withheld because of the fault of the Contractor.
- b. No payments shall be made while the Contractor is in default of any of the provisions of this Contract, and the Owner may withhold from the Contractor the amount of any third party claims against either the Contractor or the Owner based upon an alleged failure of the Contractor to perform the work in accordance with the provisions of this Contract.

Section 2. Release of Liens and Certificate of Contractor. Upon the completion by the Contractor of the construction of the Project, but prior to final payment to the Contractor, the Contractor shall deliver to the Owner in duplicate, releases of all liens and of rights to claim any lien, from all suppliers and subcontractors furnishing material or services for the Project and a certificate to the effect that all labor used on or for the Project has been paid and that all such releases have been submitted to the Owner.

Section 3. Payments to Material Suppliers and Subcontractors. The Bidder shall pay each material supplier within five (5) days after receipt of any payment from in the Owner, the amount thereof allowed the Bidder for and on account of materials furnished or construction performed by each material supplier or each subcontractor.

ARTICLE IV – PARTICULAR UNDERTAKINGS OF THE CONTRACTOR

Section 1. Protection to Persons and Property.

- a. The Contractor shall at all times take all reasonable precautions for the safety of employees on the job and of the public, and shall comply with all applicable provisions of federal, state, and local safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with OSHA regulations.

- b. The Project, from commencement of work until completion shall be under the charge and control of the Contractor. During such period of control by the Contractor, all risks in connection with the construction of the Project and handling the materials to be used therein shall be borne by the Contractor. The Contractor shall make good and fully repair all damages and injuries of any portion of the Project under the control of the Contractor by reason of any act of God, or other casualty or cause whether or not the same shall have occurred by reason of the Contractor's negligence. To the maximum extent of the law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, employees, officers, and Council members from any and all claims, causes of action, losses, liabilities, and expenses (including reasonable attorney's fees) for personal loss, injury, or death to persons (including, but not limited to, Contractor's employees, agents, or subcontractors) and loss, damage, or destruction to property in any way arising out of or connected with this Project. Nothing in this section shall be construed to make the Contractor liable for any injury, death, loss, damage, or destruction caused by the sole negligence of the Owner.
- c. Any and all excess earth, rock, debris, underbrush, and other useless material shall be removed by the Contractor from the site of the Project as soon as practical as the work progresses.
- d. Upon violation by the Contractor of any of the provisions of this Section, after written notice of such violation given to the Contractor by the Engineer or the Owner, the Contractor shall immediately correct such violation. Upon failure to do so, the Owner may correct the violation at the Contractor's expense: provided, however, that the Owner may, if they deem it advisable or necessary, correct such violation at the Contractor's expense without such prior notice to the Contractor.
- e. The Contractor shall submit monthly reports with invoices of all accidents, giving such data as may be prescribed by the Owner.

Section 2. Insurance. The Contractor shall take out and maintain throughout the construction period insurance in the following minimum amounts:

- a. Workers' Compensation and employer's liability insurance, as required by law, covering all employees who perform any of the obligations of the Contractor under this Contract.
- b. Public liability and property damage liability covering all operations under this Contract shall have limits for bodily injury or death of not less than two million dollars (\$2,000,000) each occurrence, limits for property damage of not less than two million dollars (\$2,000,000) each occurrence, and five million dollars (\$5,000,000) aggregate for accidents during the policy period.
- c. Automobile liability insurance on all motor vehicles used in connection with the Project, whether owned, leased, or hired, shall have limits for bodily injury or death of not less than one million dollars (\$1,000,000) for each occurrence.

The Owner shall be named as Additional Insured on all policies of insurance required in subsections "b" and "c" of this Section. The Contractor shall furnish the Owner a certificate evidencing compliance with the foregoing requirements which shall provide not less than thirty (30) days prior written notice to the Owner of any cancellation or material change in the policy.

Section 3. Assignment of Guarantees. All guarantees of material and workmanship running in favor of the Contractor shall be transferred and assigned to the Owner prior to the time the Contractor receives final payment.

ARTICLE V – REMEDIES

Section 1. Completion on Contractor's Default. If the Contractor or any subcontractor shall default in the performance of any of the terms of this Proposal, the Owner without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Contractor and the Surety a written notice requiring the Contractor to cause such default to be corrected. Unless within twenty (20) days after the service of such notice upon the Contractor such default shall be corrected or the arrangement of correction thereof satisfactory to the Owner, shall be made by the Contractor or its Surety, the Owner may take over construction of the Project and prosecute completion of the same by contract or otherwise for the account and at the expense of the Contractor, and the Contractor and its Surety shall be liable to the Owner for any cost or expense in excess of the Contract price occasioned thereby. In such event the Owner may take possession of and utilize, in completing the construction of the Project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Contractor or any of its subcontractors, which may be situated at the site of the Project. The Owner in such contingencies may exercise any rights, claims, or demands which the Contractor may have against third parties in connection with this Contract and for such purpose the Contractor does hereby assign, transfer, and set over unto the Owner all such rights, claims, and demands.

Section 2. Liquidated Damages. The time of completion of construction of the Project is of the essence of the Contract. Should the Contractor neglect, refuse, or fail to complete the construction within the time herein agreed upon, after giving effect to extensions of time, if any, herein provided, in that event and in view of the difficulty in estimating with exactness damages caused by such delay, the Owner shall have the right to deduct from and retain out of such moneys which may be then due, or which may become due and payable to the Contractor, the sum of Two Hundred dollars (\$200) per day for each and every day that such construction is delayed in its completion beyond the specified time, as liquidated damages and not as a penalty; if the amount due to become due from the Owner to the Contractor is insufficient to pay the liquidated damages in full, the Contractor shall pay the Owner the amount necessary to effect the payment in full: provided, however, that the Owner shall promptly notify the Contractor in writing of the manner in which the amount retained, deducted, or claimed as liquidated damages was computed.

Section 3. Cumulative Remedies. Every right or remedy herein conferred upon or reserved to the Owner shall be cumulative, shall be in addition to every right and remedy existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election: provided, however, that the provisions of Section 2 of this Article shall be the exclusive measure of damages for failure by Contractor to complete construction of the Project within the time herein agreed upon.

ARTICLE VI – MISCELLANEOUS

Section 1. Definitions.

- a. The term “Owner” shall mean the Town of Winterville. The term “Engineer” shall mean the Engineer employed by the Owner for the Project and said Engineer’s duly authorized assistants and representatives. The term “Contractor” shall mean C-Phase Services, LLC.
- b. The term “Project” shall mean the substation(s), lines, and other facilities described and included in the Specifications and Drawings.
- c. The term “Completion of Construction” shall mean full performance by the Contractor of its obligations under the contract except the Contractor’s obligation in respect of Releases of Liens and Certificate of Contractor under Article III, Section 2 hereof, and other final documents. The term “Completion of the Project” shall mean full performance by the Contractor of its obligations under the Contract. The Certificate of Completion, signed by the Engineer and approved in writing by the Owner shall be the sole evidence as to the date of Completion of Construction and as to the fact of Completion of the Project.

Section 2. Patent Infringement. The Contractor shall save harmless and indemnify the Owner from any and all claims, suits, or proceedings for the infringement of any patent or patents covering any material or equipment used in the Project.

Section 3. Permits for Explosives. All permits necessary for the handling or use of dynamite or other explosives in connection with the construction of the Project shall be obtained by and at the expense of the Contractor.

Section 4. Extension to Successors and Assigns. Each and all covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto.

Section 5. Independent Contractor. The Contractor shall perform the work as an independent contractor, not as a subcontractor, agent, or employee of the Owner. Upon acceptance of this Proposal, the successful Bidder shall be the Contractor and all references in the Proposal to the Bidder shall apply to the Contractor.

Section 11. Acceptance by the Owner: The acceptance of a Proposal for a contract shall become effective the date of acceptance by the Owner.

ATTEST:

Scamell Inghall
Secretary

Dated 3-26-24 3-9-24 GEN

C-Phase Services, LLC

Contractor

G. G. G. G.
President

PO Box 3210
Kinston, NC 28502

Address

Corporate Seal Affixed

The Proposal must be signed with the full name of the Bidder. If the Bidder is a partnership, the Proposal must be signed in the partnership name by a partner. If the Bidder is a corporation, the Proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation.

ACCEPTANCE

The Owner hereby accepts the foregoing Proposal of the Bidder, C-Phase Services, LLC

for the construction of the

following: Right-of Way Clearing and Electric Distribution Facilities 12.5/7.2 kV

Construction for a total price of \$1,353,767.39 (One million, three hundred fifty-three thousand,
Seven hundred and sixty-seven and 39/100 dollars).

ATTEST:



By

Title Town Clerk

Date _____

Town of Winterville
Winterville, North Carolina

(Owner)

By

Title Mayor



EXHIBIT A

CONSTRUCTION CONTRACT

FORM ATTACHMENTS

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - NEW CONSTRUCTION

Part 1--POLE UNITS

A pole unit consists of one pole in place. It does not include pole-top assembly unit or other parts attached to the pole. The first two digits indicate the length of the pole; the third digit shows the classification per ANSI (Example: 35/5 means a pole 35 feet long, Class 5.)

For Wood Poles: Species of Timber: Southern Yellow Pine

Kind of Preservative: (Check one)

1. Creosote _____; 2. Pentachlorophenol _____; 3. Copper Naphthenate _____;

4. Waterborne preservative - CCA X ACZA _____ ACA _____

Method of Treatment: (Check one)

1. Pressure X; 2. Thermal Process _____

Pole Plan Under Which the Poles are to be Furnished: (Check one)

1. Insured Warranted _____; 2. Independently Inspected _____; 3. Quality Assured _____;

4. Either Insured Warranted, Independently Inspected, or Quality Assured X.

(Engineer to complete above)

UNIT NO.	NO. OF UNITS	UNIT PRICE			EXTENDED PRICE Labor & Materials
		Labor	Materials*	Labor & Materials	
30/5	2	\$1,068.75	\$250.00	\$1,318.75	\$2,637.50
35' Concrete	1	\$2,587.50	\$500.00	\$3,087.50	\$3,087.50
35/5	1	\$1,597.50	\$320.00	\$1,917.50	\$1,917.50
45/3	2	\$1,833.75	\$605.00	\$2,438.75	\$4,877.50
50/2	1	\$2,002.50	\$780.00	\$2,782.50	\$2,782.50
50/3	4	\$2,002.50	\$695.00	\$2,697.50	\$10,790.00
55/1	3	\$2,160.00	\$1,065.00	\$3,225.00	\$9,675.00
55/2	12	\$2,300.00	\$920.00	\$3,220.00	\$38,640.00
55/3	4	\$2,300.00	\$790.00	\$3,090.00	\$12,360.00
60/1	1	\$2,283.75	\$1,240.00	\$3,523.75	\$3,523.75
60/2	4	\$2,283.75	\$1,085.00	\$3,368.75	\$13,475.00
TOTAL Part 1--POLE UNITS					\$103,766.25

*Material prices shall include the cost of Owner Furnished Materials.

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - NEW CONSTRUCTION*(Continued)***PART C--THREE PHASE PRIMARY POLE TOP CONSTRUCTION ASSEMBLY
UNITS**

A pole top construction assembly unit generally consists of the insulator(s), crossarm(s), braces, and hardware required to support the primary conductors, as indicated on the applicable unit drawing. It does not include the pole.

UNIT NO.	NO. OF UNITS	UNIT PRICE			EXTENDED PRICE Labor & Materials
		Labor	Materials	Labor & Materials	
C1	14	\$600.00	\$579.39	\$1,179.39	\$16,511.46
C1.1N	4	\$600.00	\$558.94	\$1,158.94	\$4,635.76
C1.4N	4	\$787.50	\$290.94	\$1,078.44	\$4,313.76
C4-2	9	\$1,350.00	\$803.97	\$2,153.97	\$19,385.73
C5	2	\$1,250.00	\$384.35	\$1,634.35	\$3,268.70
C7	8	\$2,250.00	\$911.05	\$3,161.05	\$25,288.40
C8	3	\$2,925.00	\$714.26	\$3,639.26	\$10,917.78
VC1	11	\$675.00	\$616.85	\$1,291.85	\$14,210.35
VC5	2	\$1,250.00	\$384.35	\$1,634.35	\$3,268.70
VC7	1	\$2,175.00	\$911.05	\$3,086.05	\$3,086.05
TOTAL Part C--Three-Phase Primary Pole Top Construction Assembly Units					104,886.69

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - NEW CONSTRUCTION

(Continued)

PART E--GUYING CONSTRUCTION ASSEMBLY UNITS

A guying construction assembly unit consists of 3/8" guy wire, guy marker, guy strain insulators, hardware, and jumpers, as indicated on the applicable unit drawing.

UNIT NO.	NO. OF UNITS	UNIT PRICE			EXTENDED PRICE Labor & Materials
		Labor	Materials*	Labor & Materials	
E1-1FEC	85	\$275.00	\$148.37	\$423.37	\$35,986.45
E2-2FEC	2	\$325.00	\$408.72	\$733.72	\$1,467.44
E3-10	45	\$45.00	\$7.62	\$52.62	\$2,367.90
TOTAL Part E--Guying Construction Assembly Units					\$39,821.79

*Material prices shall include the cost of Owner Furnished Materials.

(Continued)

*An anchor construction assembly unit consists of the anchor with rod ready for attaching the guy wire, as indicated on the applicable unit drawing. **All anchors shall be rated 10,000 lbs.***

4

(Continued)

A transformer construction assembly unit generally consists of the transformer, its protective equipment, and its hardware and leads with their connectors and supporting insulators and pins, as indicated on the applicable unit drawing. It does not include the pole top, secondary, service, or grounding assemblies.

*Material prices shall include the cost of Owner Furnished Materials.

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - NEW CONSTRUCTION
(Continued)

PART H--GROUNDING CONSTRUCTION ASSEMBLY UNITS

A grounding construction assembly unit generally consists of the conductor, ground rod, connectors, hardware, and clamps, as indicated on the applicable unit drawing.

UNIT NO.	NO. OF UNITS	UNIT PRICE			EXTENDED PRICE Labor & Materials
		Labor	Materials	Labor & Materials	
M2-1EC	20	\$217.50	\$64.92	\$282.42	\$5,648.40
M2-12EC	8	\$157.50	\$97.79	\$255.29	\$2,042.32
M2-15	2	\$442.50	\$417.80	\$860.30	\$1,720.60
TOTAL Part H--Grounding Construction Assembly Units					\$9,411.32

(Continued)

A secondary construction assembly unit generally consists of the insulator(s) and hardware needed to support the secondary conductors or cable, as indicated on the applicable RUS drawing. It does not include the secondary conductor or cable, or the insulators or hardware needed to support service conductors or cable. Tree trimming necessary for installing secondaries on poles not carrying primary line is included with the secondary construction assembly unit and shall be performed in accordance with the directions of the Engineer.

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DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - NEW CONSTRUCTION*(Continued)***PART K--SERVICE CONSTRUCTION ASSEMBLY UNITS**

A service construction assembly unit generally consists of the insulator(s) and hardware needed to support the service conductors or cable, as indicated on the applicable RUS drawing. It does not include the service conductor or cable, or the insulators or hardware needed to support secondary conductors or cable. Tree trimming necessary for installing services on poles not carrying primary line is included with the service construction assembly unit and shall be performed in accordance with the directions of the Engineer. The service shall be connected to the secondary or transformer and 2 feet of conductor or cable shall be left for connecting to the consumer's service entrance.

UNIT NO.	NO. OF UNITS	UNIT PRICE			EXTENDED PRICE Labor & Materials
		Labor	Materials	Labor & Materials	
K1.2	10	\$97.00	\$18.97	\$115.97	\$1,159.70
TOTAL Part K--Service Construction Assembly Units					\$1,159.70

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - NEW CONSTRUCTION

(Continued)

Part L--CONDUCTOR CONSTRUCTION ASSEMBLY UNITS

A conductor assembly unit consists of 1,000 feet of conductor or cable for primaries, secondaries or services, and includes tie wires, sleeves for splicing, connectors, and armor rods with clips or armor wire where necessary. In computing the compensation to the Bidder for conductor construction assembly units, only the horizontal distance between conductor supports or pole stakes shall be used. The conductor or cable sizes and types listed are the manufacturer's designation.

UNIT NO.	NO. OF UNITS	UNIT PRICE			EXTENDED PRICE Labor & Materials
		Labor	Materials*	Labor & Materials	
795 ACSR	9.74	\$4,500.00	\$5,638.80	\$10,138.80	\$98,751.91
336 ACSR	12.555	\$3,950.00	\$1,651.00	\$5,601.00	\$70,320.56
3/8 Static	1.975	\$2,500.00	\$952.50	\$3,452.50	\$6,818.69
#6 TPX	0.135	\$1,125.00	\$612.00	\$1,737.00	\$234.50
#2 TPX	0.35	\$1,125.00	\$918.00	\$2,043.00	\$715.05
TOTAL Part L--Conductor Construction Assembly Units					\$176,840.70

*Material prices shall include the cost of Owner Furnished Materials.

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - NEW CONSTRUCTION*(Continued)***PART M--MISCELLANEOUS CONSTRUCTION ASSEMBLY UNITS**

A miscellaneous assembly unit consists of an additional unit needed in the Project for new line construction but not otherwise listed in the Proposal. This part includes right-of-way clearing units.

RIGHT-OF-WAY CLEARING UNITS

M1-30. The unit is 1,000 feet in length and 30 feet in width of actual clearing of right-of-way. This includes clearing of underbrush, tree removal, and such tree trimming as is required so that the right-of-way, except for tree stumps which shall not exceed 2 feet in height, shall be clear from the ground up. This unit does not include clearing or trimming associated with secondaries or services which is included with conductor units. The segmental length of actual clearing shall be measured in a straight line parallel to the centerline of the line using the maximum dimension of foliage cleared and projected to the ground line. All trees and underbrush across this width of the right-of-way shall be considered to be grouped together as a single length in measuring the total length of clearing. Spaces along the right-of-way in which no trees are to be removed or trimmed or underbrush cleared shall be omitted from the total measurement. All vegetation removed shall be disposed of by the Contractor. No burning of vegetation on site shall be allowed.

UNIT NO.	NO. OF UNITS	UNIT PRICE			EXTENDED PRICE Labor & Materials
		Labor	Materials*	Labor & Materials	
M1-30	0.57	\$55,000.00	-	\$55,000.00	\$31,350.00
M3-15	2	\$9,750.00	\$6,718.30	\$16,468.30	\$32,936.60
LS-102	14	\$300.00	\$649.02	\$949.02	\$13,286.28
TOTAL Part M-- Miscellaneous Construction Assembly Units					\$77,572.88

*Material prices shall include the cost of Owner Furnished Materials.

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - NEW CONSTRUCTION

(Continued)

Part UD--UNDERGROUND CABLE CONSTRUCTION ASSEMBLY UNITS

*An underground cable construction assembly unit consists of 1,000 feet of cable for underground primaries, secondaries or services. It does not include the conduit, plowing, trenching and backfilling, or the termination of the primary cable which are provided for in other assembly units. It includes the termination, connection and sealing of secondary and service cables and conductors as shown in the specifications and construction drawings, and all primary, secondary and service cable splices (buried cable may be spliced only when and where permitted by the Owner. *) In computing the compensation to the Bidder for underground cable assembly units, only the distance between stakes, paralleling the cable shall be used. The number of units so computed will include all cable installed in place in all specified trenches, risers, conduits, crossings, manholes, transformers, terminal housings and meter boxes.** The conductor or cables listed are the manufacturer's designation of type, size, voltage rating, and material. The*

 * Engineer check here if primary splices are permitted.

 X * Engineer check here if secondary and service splices are permitted.

UNIT NO.	NO. OF UNITS	UNIT PRICE			EXTENDED PRICE Labor & Materials
		Labor	Materials*	Labor & Materials	
1000 MCM AL 35 kV URD	1.0	\$7,500.00	\$25,500.00	\$33,000.00	\$33,000.00
750 MCM AL 15 kV URD	9.8	\$7,300.00	\$20,400.00	\$27,700.00	\$271,460.00
1/0 AL URD 15 kV	3.105	\$2,500.00	\$12,240.00	\$14,740.00	\$45,767.70
#6 TPX UG	0.1	\$750.00	\$765.00	\$1,515.00	\$151.50
350 MCM AL UG TPX 600V	0.1	\$2,500.00	\$4,386.00	\$6,886.00	\$688.60
TOTAL Part UD--Underground Cable Construction Assembly Units					\$351,067.80

*Material prices shall include the cost of Owner Furnished Materials.

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - NEW CONSTRUCTION*(Continued)***Part UG--UNDERGROUND TRANSFORMER CONSTRUCTION ASSEMBLY UNITS**

An underground transformer construction assembly unit consists of the transformer, its housing, safety signs, switches, over-current protective devices, grounding loop, and hardware and leads with their connectors and supporting insulators installed in place. This section also includes other miscellaneous underground units.

UNIT NO.	NO. OF UNIT S	UNIT PRICE			EXTENDED PRICE Labor & Materials
		Labor	Materials*	Labor & Materials	
UG1-10	4	\$325.00	\$1,049.02	\$1,374.02	\$5,496.08
UG1-4EC	1	\$1,850.00	\$1,672.69	\$3,522.69	\$3,522.69
UG2-1EC	3	\$2,250.00	\$2,284.15	\$4,534.15	\$13,602.45
UG3-3	5	\$2,650.00	\$4,633.16	\$7,283.16	\$36,415.80
UG3-4	1	2,950.00	\$4,633.16	\$7,583.16	\$7,583.16
UH1.1	6	\$295.00	\$118.26	\$413.26	\$2,479.56
UG6-25	1	\$485.00	\$2,573.02	\$3,058.02	\$3,058.02
UG17-150	1	\$865.00	30,894.02	\$31,759.02	\$31,759.02
TOTAL Part UG--Underground Transformer Construction Assembly Units					\$103,916.78

*Material prices shall include the cost of Owner Furnished Materials.

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - NEW CONSTRUCTION

(Continued)

Part UM--MISCELLANEOUS UNDERGROUND CONSTRUCTION ASSEMBLY UNITS

A miscellaneous underground construction assembly unit consists of an additional unit needed in the Project for new construction but not otherwise listed in the Proposal. This part includes the miscellaneous construction assembly units as shown on the respective underground construction drawings. Where miscellaneous units consist of or include a primary cable termination, the unit includes the preparation of the cable to accommodate the termination, the stress cone and the connection of the cable to the terminal equipment. Pad construction assembly units are in this part and include the site preparation, bedding, drainable material when specified, cable slot, backfilling, tamping and the pad in place.

UNIT NO.	NO. OF UNITS	UNIT PRICE			EXTENDED PRICE Labor & Materials
		Labor	Materials	Labor & Materials	
UM6-1	28	\$250.00	\$101.60	\$351.60	\$9,844.80
UP1-2EC	1	\$288.00	\$444.50	\$732.50	\$732.50
UM2-1	4	\$3,500.00	\$6,150.76	\$9,650.76	\$38,603.04
UP1.4EC	1	\$488.00	\$1,905.00	\$2,393.00	\$2,393.00
TOTAL Part UM--Miscellaneous Underground Construction Assembly Units					\$51,573.34

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - NEW CONSTRUCTION
(Continued)

Part UR--UNDERGROUND EXCAVATION CONSTRUCTION ASSEMBLY UNITS

UR2-X-X(D&W), UR2-1-X-X, and UR2-2-X (D) Trenching and Boring Construction assembly Unit, Soil--Consists of one (1) lineal foot of trenching or boring in soil, measured parallel to the surface of the ground, to a specified depth (D) and width (W), in inches, including the excavation, and backfilling and compacting. This unit includes all material and labor required in the repair and/or replacement drives, fences, lawns, shrubbery, water mains, pipes, pipelines and contents, under- ground power and telecommunications facilities, buried sewerage and drainage facilities, and any other property damaged by the trenching, except as specifically provided for in other units. This unit does not include underground cable facilities installed in the trench, when required.

UR2-R (D&W) Trenching Construction assembly Unit, Rock--Consists of one (1) lineal foot of trenching in rock, measured parallel to the surface of the ground, to specified depth (D) and width(W), in inches, including the excavation, and backfilling and compacting with clean soil to place conduit to the depth specified in the Specifications.

UR2-1-D Underground Pipe Crossing Construction assembly Unit--Consists of one (1) lineal foot of steel or PVC pipe, of the inside diameter in inches, specified installed in place. This unit includes the pushing of pipe and any excavation, backfilling and tamping necessary for the installation of the pipe. The pipe will be installed at the depth specified by the Owner. Underground cable installed in the pipe is not included in this unit. **Horizontal runs of conduit shall be PVC, but vertical 90s tying to risers shall be steel.**

UNIT NO.	NO. OF UNITS	UNIT PRICE			EXTENDED PRICE Labor & Materials
		Labor	Materials	Labor & Materials	
UR2-48-6	480	\$12.00		\$12.00	\$5,760.00
UR2-1- 12-48	795	\$15.00		\$15.00	\$11,925.00
UR2-2-48	150	\$18.00		\$18.00	\$2,700.00
UGC1-4"	685	\$30.00	\$4.13	\$34.13	\$23,379.05
UGC 4-3"	795	\$40.00	\$9.71	\$49.71	\$39,519.45
UGC4-4"	175	\$60.00	\$14.96	\$74.96	\$13,118.00
MH9	2	\$9,000.00	\$12,320.00	\$21,320.00	\$42,640.00
TOTAL Part UR--Underground Excavation Construction Assembly Units					\$139,041.50

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS – LINE CHANGES (Continued)

Part LCR--REMOVAL CONSTRUCTION ASSEMBLY UNITS

Removal construction assembly units cover the furnishing of all labor for the removal of existing units of construction from existing lines, disassembling into material items, and all labor and transportation for the returning of all materials to the warehouse of the Owner in an orderly manner or transporting elsewhere to the site of the Project for reuse in the prosecution of this Contract as approved by the Engineer.

The unit removal prices shall include all material and labor required to reinstall in accordance with specifications any conductors temporarily detached. The Bidder will reinstall at the Bidder's own expense any other units removed by the Bidder for the Bidder's own convenience.

The following special notes apply to specific removal units:

- a. Poles.** *All poles of the same height, regardless of pole class, are designated by the same unit. The Bidder is not required under this unit to remove from the pole any ground wire or pole numbering attached to the pole. This unit includes the refilling and tamping of holes in a workmanlike manner unless they are to be reused.*
- b. Pole-Top Assemblies.** *The unit of removal of pole-top assemblies includes, in addition to the removal of the construction assembly itself, any necessary handling, resagging, and retying of conductors in those cases where an existing pole-top construction assembly will be removed and replaced by a new pole-top construction assembly and where any existing conductor is to be reused.*

The unit of removal of pole-top assemblies also includes any holding or handling of mainline or tap conductors at tap lines, angles, and deadends where such is involved, and reinstalling of such conductor in accordance with the specifications.

- c. Conductor.** *The conductor removal unit covers the removal of 1,000 feet of conductor or cable and reeling or coiling it in a workmanlike manner in such a way that it can be reused by the Bidder or the Owner. The Owner will furnish to the Bidder reels if it is to be returned to the Owner's warehouse on reels. The Bidder will retain possession of all jumpers, tie wire, armor rods, connectors, and other conductor accessories removed. These items will not be returned to the Owner.*
- d. Guys.** *All guys regardless of length, type of attachment, or size of guy strand are specified by the same unit E.*
- e. Anchors.** *Only anchor rods are to be removed by the Bidder in anchor removal units. The anchor will be left in the ground; thus an F signifies the removal of any anchor rod. If the rod cannot be unscrewed, the end of the rod shall either be cut off or bent down so that the top of the rod will be at least 18 inches below ground.*
- f. Transformers.** *The unit for removal of transformer construction assembly units is divided into two parts, (1) Conventional Transformer Construction assembly, and (2) Self-Protected Transformer Construction assembly. Only one unit is specified for each*

type, and all sizes of transformers within each group will be covered by the same unit. "Self-protected" refers to transformers where all protective equipment is mounted on or within the transformer. "Conventional" refers to transformers where protective equipment is mounted separately from the transformer. The unit is designated by G. Conventional signifies the removal of a conventional transformer construction assembly for any size transformer along with the fuse cutout protecting it.

- g. Secondary Units.** *The unit for removal of secondary assemblies includes, in addition to the removal of the construction assembly itself, all necessary handling such as untying, resagging, and retying of secondary conductor or cables where existing secondary conductor or cable is to be reused. In addition, the unit for removal of the secondary construction assembly includes the handling or holding of any conductor at tap lines where such is involved, and the reinstalling of such tap conductor in accordance with the specifications.*
- h. Service Units.** *The unit for removal of service assemblies includes, in addition to the removal of the construction assembly itself, all necessary handling such as untying, resagging, and retying of service conductor or cable where existing service conductor or cable is to be reused.*

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS – LINE CHANGES *(Continued)***REMOVAL CONSTRUCTION ASSEMBLY UNITS** *(Continued)*

UNIT NO.	NO. OF UNITS	LABOR	
		Unit Price	Extended Price
30	2	\$712.50	\$1,425.00
35	1	\$712.50	\$712.50
35 concrete	1	\$1,612.50	\$1,612.50
40	2	\$742.50	\$1,485.00
45	2	\$810.00	\$1,620.00
50	5	\$840.00	\$4,200.00
55	11	\$862.50	\$9,487.50
60	6	\$900.00	\$5,400.00
65	2	\$937.50	\$1,875.00
MH7	1	\$6,000.00	\$6,000.00
MH9	2	\$6,000.00	\$12,000.00
A5	2	\$97.50	\$195.00
C1	9	\$150.00	\$1,350.00
C1.4N	4	\$157.50	\$630.00
C1H	7	\$187.50	\$1,312.50
C4-2	3	\$262.50	\$787.50
C5	4	\$217.50	\$870.00
C7	19	\$367.50	\$6,982.50
C8	3	\$397.50	\$1,192.50
VC1	5	\$157.50	\$787.50
VC5	4	\$217.50	\$870.00
VC7	1	\$367.50	\$367.50
VC8	3	\$397.50	\$1,192.50
G CSP	10	\$180.00	\$1,800.00
G Conv	2	\$180.00	\$360.00

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS – LINE CHANGES *(Continued)*

REMOVAL CONSTRUCTION ASSEMBLY UNITS *(Continued)*

UNIT NO.	NO. OF UNITS	LABOR	
		Unit Price	Extended Price
E	69	\$97.50	\$6,727.50
E3-10	41	\$15.00	\$615.00
F	44	\$157.50	\$6,930.00
J	26	\$52.50	\$1,365.00
K	10	\$52.50	\$525.00
LS-102	14	\$75.00	\$1,050.00
M3-15	2	\$37.50	\$75.00
UG1-4	1	\$950.00	\$950.00
UG1-10	4	\$95.00	\$380.00
UG2-1	3	\$950.00	\$2,850.00
UG3	6	\$1,100.00	\$6,600.00
UM2-IEC	2	\$1,250.00	\$2,500.00
UM6	1	\$115.00	\$115.00
UM17	1	\$225.00	\$225.00
795 ACSR	5.9	\$2,000.00	\$11,800.00
336 ACSR	11.6	\$1,275.00	\$14,790.00
3/8" static	2.24	\$825.00	\$1,848.00
1000 MCM URD	0.24	\$2,000.00	\$480.00
750 MCM URD	8.24	\$1,250.00	\$10,300.00
1/0 URD	1.1	\$750.00	\$825.00
#6 TPX	0.6	\$550.00	\$330.00
#2 TPX	0.3	\$550.00	\$165.00
TOTAL Part LCR--REMOVAL CONSTRUCTION ASSEMBLY UNITS			\$135,960.50

LIST OF OWNER FURNISHED MATERIALS -OLD TAR ROAD PROJECT

DESCRIPTION OF MATERIAL	LOCATION (2)	SCHEDULED DELIVERY DATE	QUANTITY	UNIT PRICE	EXTENDED PRICE	RECEIVED BY CONTRACTOR (Date & Initial)
1000 MCM AL URD 35 kV	1	O/H	1	\$25,000	\$25,000	
750 MCM AL URD 15 kV	1	O/H	9.8	\$20,000	\$196,000	
1/0 AL URD 15 kV	1	O/H	3.105	\$12,000	\$37,260	
350 MCM AL TPX UG 600V	1	O/H	0.1	\$4,300	\$430	
#6 AL TPX	1	O/H	0.135	\$600	\$81	
#2 AL TPX	1	O/H	0.35	\$900	\$315	
#6 AL UG TPX	1	O/H	0.1	\$750	\$75	
CONCRETE LIGHT POLE 35'	2	OH	1	\$500	\$500	
OH POLE MOUNTED TRANSFORMER	2	O/H	12	\$1,000	\$12,000	
PADMOUNTED TRANSFORMER 1φ	2	O/H	1	\$2,000	\$2,000	
PADMOUNTED TRANSFORMER 3φ 150KVA	2	O/H	1	\$24,000	\$24,000	
STREET LIGHT WITH BRACKET	2	O/H	20	\$500	\$10,000	
Total					\$307,661	

(2) Location: 1. Owner's warehouse - 2936 Church Street, Winterville, NC 28590
2. In service

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS – LINE CHANGES *(Continued)*

Part LCR--REMOVAL CONSTRUCTION ASSEMBLY UNITS *(Continued)*

TABLE C-1. Material Items to be Reused

UNIT DESIGNATION*	DESCRIPTION OF MATERIAL ITEM	NUMBER OF ITEMS
G105EC	OH Transformer CSP	9
G1.4	OH Transformer Conventional	2
LS-102	Street Light	14
UG6-25	Single Phase Padmounted Tx	1
UG17-150	Three Phase Padmounted Tx	1

SUPPLEMENTAL RATE SCHEDULE

EXTRA WORK AND EMERGENCY RESTORATION

TIME AND EQUIPMENT RATES

Contractor is requested to provide personnel classification and equipment rates for de-energized time and equipment extra work and for emergency restoration (storm work) on the Town of Winterville Distribution System. These rates will be used for additional supplemental work agreements between the parties utilizing existing and/or additional Contractor manpower and equipment. In addition, the Contractor shall stipulate if he has ____ or does not have ____ qualified personnel and associated equipment to perform distribution line "Hot Work" up to 12.5/7.2 kV.

Storm work and Emergency Restoration Rates supplied are NOT a part of or to be considered a determining factor in the award of this contract. These rates are for information and additional agreements between the parties and may be used if found to be acceptable by TOW. Town of Winterville makes no guarantee of additional agreements or work based on these pricings. Rates provided shall remain in effect for the duration of the construction contract or as agreed to by the parties.



PO Box 3210
Kinston, NC 28502

2026 Town of Winterville Distribution Hourly Rates

DESCRIPTION	STRAIGHT TIME	OVERTIME	TOTAL
LABOR RATES for OH Crews			
Foreman	\$ 101.10	\$ 151.65	\$ -
First Class Lineman	\$ 92.59	\$ 138.88	\$ -
Second Class Lineman	\$ 74.77	\$ 112.15	\$ -
Equipment Operator	\$ 54.12	\$ 81.17	\$ -
Truck Driver	\$ 46.29	\$ 69.42	\$ -
Certified Crane Operator	\$ 85.99	\$ 128.42	\$ -
Mechanic	\$ 99.04	\$ 150.23	\$ -

EQUIPMENT RATES for North Carolina			
4 X 4 Pickup	\$ 16.02	\$ -	\$ -
Digger Derrick	\$ 38.90	\$ -	\$ -
Bucket Truck 55'	\$ 36.61	\$ -	\$ -
Bucket Truck 55'	\$ 36.61	\$ -	\$ -
185 CFM Air Compressor	\$ 12.58	\$ -	\$ -
Pole Trailer	\$ 5.72	\$ -	\$ -
Backyard Digger/Bucket	\$ 51.48	\$ -	\$ -
45-Ton Truck Crane	\$ 191.10	\$ -	\$ -
Mechanic Truck	\$ 16.02	\$ -	\$ -
Total:			\$ -



**Town of Winterville
2026 Storm Rates**

DESCRIPTION	REGULAR TIME	OVERTIME
LABOR RATES		
General Foreman	\$ 145.44	\$ 218.17
Foreman	\$ 128.19	\$ 192.28
Lineman A	\$ 115.86	\$ 173.79
Lineman B	\$ 99.83	\$ 149.14
Operator	\$ 92.44	\$ 138.05
Truck Driver	\$ 83.81	\$ 125.72
Safety Representative	\$ 97.36	\$ 145.43
Mechanic	\$99.83	\$149.14
EQUIPMENT RATES		
Pickup (4WD 3/4 Ton)	\$ 21.57	
Pickup 1 Ton Flatbed	\$ 24.64	
Bucket Truck 55' MH	\$ 41.71	
Bucket Truck 55' MH (4WD)	\$ 46.83	
Bucket Truck (Service)	\$ 39.44	
Bucket Truck 98' MH (6X6)	\$ 108.46	
Bucket Truck 105' MH (6X6)	\$ 122.02	
ATV Track Bucket MH 80'	\$ 209.53	
Digger Derrick 42'-47'	\$ 46.60	
Digger Derrick 42'-47' (4WD)	\$ 50.53	
Digger Derrick 50'-65' (6X6)	\$ 71.48	
45 Ton Truck Crane	\$205.43	
UTV Track Digger 40'	\$ 147.90	
ATV Track Digger 60'	\$ 209.53	
Back Lot Digger w/Pin on Bucket	\$ 49.29	
Backhoe	\$ 30.80	
Knuckle Boom Truck	\$ 36.96	
Mechanics Truck	\$ 34.50	
Pole Trailer	\$ 7.38	
Material/Equipment Trailer	\$ 6.77	
Dump Trailer	\$ 13.54	

Enclosed Storage Trailer	\$ 8.01
Single Reel Trailer	\$ 6.15
Three Reel Trailer	\$ 7.38
Tractor & Lowboy	\$ 80.11
ATV Side by Side	\$ 24.64
CAT Mini Excavator	\$ 30.80
CAT Skid Steer	\$ 34.50
CAT 299D XE Skid Steer with Mulching Head	\$ 140.86
JT24 Ditch Witch Drill (24000#)	\$ 57.92
4-Drum Puller	\$ 51.76
Bullwheel Conductor Tensioner	\$ 24.64
Duct Dog UG Puller	\$ 30.80
Arrow Board	\$ 12.31
185 CFM Air Compressor	\$ 13.54

Line Crew Personnel

Regular rates apply to first 10 hours/day.

Overtime rates apply after 10 hours/day or until 40 regular time hours is reached in a week.

Doubletime rates apply to Sundays and Holidays

Holidays: Thanksgiving, Christmas Eve & Day, New Years Eve & Day Memorial Day,

Independence Day, Labor Day.

Hours are portal to portal and rest to rest.

Expenses

If not provided, meals per diem is \$20.00/meal per man.

If not provided, lodging per diem is \$100.00/day per man.

**ADDITIONAL INFORMATION –
CONTRACTOR QUESTIONNAIRE**

**TOWN OF WINTERVILLE
WINTERVILLE, NORTH CAROLINA**

**SPECIFICATIONS AND BID DOCUMENTS
FOR
ELECTRIC DISTRIBUTION CONSTRUCTION
12.5/7.2 kV CONSTRUCTION**

ADDITION INFORMATION – CONTRACTOR QUESTIONNAIRE

Safety:

Contractor's Experience Mod Rate (last 3 years)

- 2022 .79
- 2023 .77
- 2024 1.00

Also, please provide any additional supporting information such as a description of your specific safety approach, frequency of audits, OSHA forms or other documentation to demonstrate your level of safety attentiveness and execution.

Property Damages: *(please attach addition sheets if necessary)*

Please provide the number, type, and value of all property damage claims against your company, in the last three (3) years.

- 2022** 3-30-2022 While letting out wire, wire slapped the passenger side of a POV car
 6-3-2022 While boring, rod hit rock under ground causing the road to create a bump in roadway.
 12-5-2022 Pole loaded on trailer hit substation fence.

- 2023** 2-1-2023 While pulling 6in rollpipe back under the road, fluid from the bore rig pushed up against
 the road causing it to be unstable and raised
 10-3-2023 Line Truck backed into septic tank.
- 2024** 2-8-2024 Crew backed over drainage lines for septic tank.
 4-19-2024 Crew cut AT&T distribution line with auger.
 5-1-2024 While digging for new pole auger struck a 4 in gas line.
 9-27-2024 Butterfly fell off truck, striking a POV.
 10-13-2024 C Phase Bucket rear ended a POV.
 11-13-2024 C Phase Truck and trailer side swiped a POV in construction zone.
 11-25-2024 Employee ran stop sign, striking POV.

Summary of Work-Related Injuries and Illnesses

As the employer, you are required to keep this record of work-related injuries and illnesses received during the year. Remember to review this log to verify that the record is complete and accurate. You must also make this record available to the OSHA 300A Form 300A.

Use of this log is required for employers with 10 or more employees, or for employers with 10 or more employees who are subject to the OSHA 300A Form 300A.

Employers with 10 or more employees must keep this log for 3 years from the date of the last injury or illness. This log is not subject to public release under the Freedom of Information Act (5 U.S.C. 552).

Number of Cases		Total number of cases with days away from work		Total number of cases with job transfer or restriction		Total number of other recordable	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
0	0	0	0	0	0	0	0
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Number of Days		Total number of days away from work		Total number of days with job transfer or restriction	
(9)	(10)	(11)	(12)	(13)	(14)
0	0	0	0	0	0
(9)	(10)	(11)	(12)	(13)	(14)

Injury and Illness Types		Total number of	
(15)	(16)	(17)	(18)
(1) Injuries	0	(1) Injuries	0
(2) Skin disorders	0	(2) Skin disorders	0
(3) Respiratory conditions	0	(3) Respiratory conditions	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public release of this log is required for employers with 10 or more employees, or for employers with 10 or more employees who are subject to the OSHA 300A Form 300A. This log is not subject to public release under the Freedom of Information Act (5 U.S.C. 552).

Establishment information	
Your establishment name	C-PHASE SERVICES, LLC
Address	2173 ENERGY DRIVE
City	KINSTON
State	NC
ZIP	28504
Industry (e.g., classification of main product)	
Standard Industrial Classification (SIC) or NAICS (e.g., 33612)	
OSHA 300A Form 300A	
Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)	
Annual average number of employees	75
Total hours worked by all employees last year	118,172
Sign here	<i>Gary Whaley</i>
Knowing falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Gary Whaley	PRESIDENT
Company Signature	DATE
643-2321	12/01/2022

Identify the person

(A) Case	(B) Employee's name
-------------	------------------------

Describe the case

(D)	(E)
Date of injury	Where the event occurred (e.g., Loading dock north end)
onset	
illness	

(F) Describe injury or illness, parts of body affected, and object/substance that directly injured and made person ill (e.g., Second degree burns on right forearm from acetylene torch)

Classify the case

CHECK ONLY ONE box for each case based on the most serious outcome for that case:

Death	Days away from work	Remained at Work	
		Job transfer or restriction	Other records able cases
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
17	17	17	17
18	18	18	18
19	19	19	19
20	20	20	20
21	21	21	21
22	22	22	22
23	23	23	23
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31	31	31	31
32	32	32	32
33	33	33	33
34	34	34	34
35	35	35	35
36	36	36	36
37	37	37	37
38	38	38	38
39	39	39	39
40	40	40	40
41	41	41	41
42	42	42	42
43	43	43	43
44	44	44	44
45	45	45	45
46	46	46	46
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50	50	50	50
51	51	51	51
52	52	52	52
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90	90	90	90
91	91	91	91
92	92	92	92
93	93	93	93
94	94	94	94
95	95	95	95
96	96	96	96
97	97	97	97
98	98	98	98
99	99	99	99
100	100	100	100

Away from work	On job transfer or restriction
1. Job description—The job description should be written in terms of the essential functions of the job. The description should be written in terms of the essential functions of the job, not in terms of the person who holds the job. The description should be written in terms of the essential functions of the job, not in terms of the person who holds the job. 2. Job analysis—The job analysis should be written in terms of the essential functions of the job, not in terms of the person who holds the job. The analysis should be written in terms of the essential functions of the job, not in terms of the person who holds the job. 3. Job requirements—The job requirements should be written in terms of the essential functions of the job, not in terms of the person who holds the job. The requirements should be written in terms of the essential functions of the job, not in terms of the person who holds the job. 4. Job restrictions—The job restrictions should be written in terms of the essential functions of the job, not in terms of the person who holds the job. The restrictions should be written in terms of the essential functions of the job, not in terms of the person who holds the job.	1. Job description—The job description should be written in terms of the essential functions of the job. The description should be written in terms of the essential functions of the job, not in terms of the person who holds the job. The description should be written in terms of the essential functions of the job, not in terms of the person who holds the job. 2. Job analysis—The job analysis should be written in terms of the essential functions of the job, not in terms of the person who holds the job. The analysis should be written in terms of the essential functions of the job, not in terms of the person who holds the job. 3. Job requirements—The job requirements should be written in terms of the essential functions of the job, not in terms of the person who holds the job. The requirements should be written in terms of the essential functions of the job, not in terms of the person who holds the job. 4. Job restrictions—The job restrictions should be written in terms of the essential functions of the job, not in terms of the person who holds the job. The restrictions should be written in terms of the essential functions of the job, not in terms of the person who holds the job.

1. *Introduction*
 2. *Methodology*
 3. *Results*
 4. *Discussion*
 5. *Conclusion*
 6. *References*
 7. *Appendix*
 8. *Index*
 9. *Table of Contents*
 10. *Table of Figures*
 11. *Table of Tables*
 12. *Table of Equations*
 13. *Table of Symbols*
 14. *Table of Abbreviations*
 15. *Table of Acronyms*
 16. *Table of Initials*
 17. *Table of Symbols*
 18. *Table of Abbreviations*
 19. *Table of Acronyms*
 20. *Table of Initials*

aceration between fingers on left hand from grinder.

right foot crushed by truck tire.

Mechanic Jan 03 - Warehouse/Yard

Operator May 25 5759 NC-43, Greenville, NC 27858
Monday

01 Allen Brown

02 Hunter Brann

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Arg. 267th/268th	

Page totals

Public reporting burden for this collection of information is estimated to average 11 minutes per response, including time for reviewing the instructions, searching existing data sources, gathering the data needed, reviewing and completing the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this burden estimate or any aspect of the collection of information, including suggestions for reducing the burden, please write to Washington Headquarters Service, Paperwork Project Director, Washington, DC 20503. Send all comments regarding this burden estimate or any aspect of the collection of information, including suggestions for reducing the burden, to Washington Headquarters Service, Paperwork Project Director, Washington, DC 20503. Send all comments regarding this burden estimate or any aspect of the collection of information, including suggestions for reducing the burden, to Washington Headquarters Service, Paperwork Project Director, Washington, DC 20503.

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Page 1 of 3

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	1 (H)	0	1 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
73 (K)	0 (L)

Injury and Illness Types

Total number of...	(M)	(N)	(O)	(P)	(Q)
(1) Injuries	2	(4) Poisonings	0	(5) Hearing loss	0
(2) Skin disorders	0	(6) All other illnesses	0		
(3) Respiratory conditions	0				

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average .58 minutes per response, including time for reviewing the instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact US Department of Labor, OSHA Office of Statistical Analysis, Room N-5644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: C-Phase Services, LLC

Street: 2173 Energy Drive

City: Kingston

State: NC ZIP: 28504

Industry description (e.g., *Manufacture of motor truck trailers*):

Standard Industrial Classification (SIC), if known (e.g., 3715):

OR

North American Industrial Classification (NAICS), if known (e.g., 336212):

2 2 1 1 2 2

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees: 95

Total hours worked by all employees last year: 142364

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Jerry C. Whaley President
252-643-2321 Date: 12/31/2023

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(G) 0	(H) 2	(I) 0	(J) 0

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(K) 226	(L) 0

Injury and Illness Types

Total number of (M)	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M) 2	2	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 18 minutes per response, including time to review the instructions, search and gather the data needed, and to review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this burden estimate or any other aspect of this data collection, including the instructions, contact the Office of Management and Budget, Paperwork Project Director (0418-0182), Washington, DC 20503. Do not send the completed forms to this office.

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.



Year 20 24

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment information

Your establishment name C Phase Services LLC
Sheet 2173 Energy Dr
City Kinston State NC Zip 28504
Industry description (e.g., *Manufacture of motor truck trailers*)
Utilities Services Construction
North American Industrial Classification (NAICS), if known (e.g., 336212)
2 2 1 1 2 2

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 115
Total hours worked by all employees last year 213,289.00

Sign here Gary Whaley
Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Gary E. Whaley
Company executive
Title Owner/Pres
Phone 252-643-2321 Date 12/17/2024

Report

ADDITION INFORMATION – CONTRACTOR QUESTIONNAIRE

(Continued)

References:

Please provide three (3) references from other electric utilities for whom you have provided similar work in the last three (3) years.

Reference 1:	_____	Town of Clayton
	_____	Ethan Poppe
	_____	919-320-6523

Reference 2:	_____	Greenville Utilities
	_____	Doug Boone
	_____	252-364-9271

Reference 3:	_____	Town of Selma
	_____	George Shook
	_____	252-908-7224

Include name, contact information, and description of the type of work.

**FORM OF EXCEPTIONS
OR CLARIFICATIONS**

FORM OF EXCEPTIONS OR CLARIFICATIONS

If Bidder takes exception to any part of these plans, specifications, and bid documents for Town of Winterville please list below.

[illegible]

shall be void; otherwise to be and remain in full force and virtue.

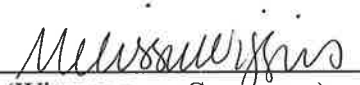
Provided however that no suit, action, or proceeding by reason of any default whatever shall be brought on this bond after thirty-six (36) months from the day on which the final payment under the Contract falls due.

And provided further that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or to the work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Terms of the Contract or to the work or to the specifications.

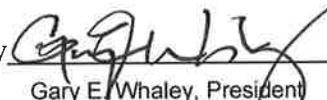
The obligation shall remain in full force and effect until the performance of all covenants, terms, and conditions herein stipulated, and after such performance it shall become null and void.

IN TESTIMONY WHEREOF witness the hands and seals of the parties hereto on this

18 day of March 2026.


(Witness as to Contractor)

C-Phase Services, LLC (Seal)
(Contractor)

By 
Gary E. Whaley, President

The Cincinnati Insurance Company (Seal)
(Surety Company)


(Witness as to Surety)

By 
J. Scott Crocker, Attorney-in-Fact

Countersigned:


(Licensed Resident Agent)

CONTRACTOR'S PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT we C-Phase Services, LLC

Hereinafter called the "Principal" and The Cincinnati Insurance Company

a corporation incorporated under the laws of the State of Ohio

hereinafter call the "Surety", are held and firmly bound unto Town of Winterville

hereinafter called the "Owner", in the

full and just sum of one million, three hundred fifty-three thousand, seven hundred sixty-seven and 39/100

(\$ 1,353,767.39) lawful money of the United States of America, to be paid to the said Owner, its successors, or its assigns, for which payment well and truly to be made and done we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Sealed with our seals and dated this 18 day of March 2026. WHEREAS, the above bonded Principal has entered into a contract with the said Owner, bearing the date 3/9/2026

A copy of which said contract is incorporated herein by reference and is made a part hereof as is fully copied herein:

For the full and complete execution of work in connection with

Line Relocations associated with NCDOT Project U2817

NOW THEREFORE, if the above bonded Principal as Contractor, shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all modifications of said contract that may hereafter be made, then this obligation shall be void; other wise to remain in full force and virtue.

Provided however that no suit, action, or proceeding by reason of any default whatever shall be brought on this bond after thirty-six (36) months from the day on which the final payment under the Contract falls due.

And provided further that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or to the work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Terms of the Contract or to the work or to the specifications.

The obligation shall remain in full force and effect until the performance of all covenants, terms, and conditions herein stipulated, and after such performance it shall become null and void.

IN TESTIMONY WHEREOF witness the hands and seals of the parties hereto on this

18 day of March, 2026.

C-Phase Services, LLC (Seal)

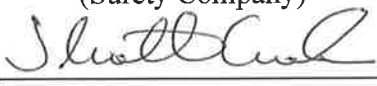
(Contractor)

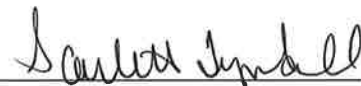
By 
Gary E. Whaley, President


(Witness as to Contractor)

The Cincinnati Insurance Company (Seal)

(Surety Company)

By 
J. Scott Crocker, Attorney-in-Fact


(Witness as to Surety)

Countersigned:


(Licensed Resident Agent)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Brian K. Smith; Jeffrey K. Gibson; James E. Clement, Jr.; Yvonne G. Garis;
James Scott Crocker and/or Jessica R. Meeks

of Greenville, North Carolina

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Fifteen Million and No/100 Dollars (\$15,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public – State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 18th day of March, 2026



Ed H.

CERTIFICATE OF CONTRACTOR

_____ Certifies that
he/she is the _____ of _____,
Title Name of Contractor
the Contractor, in a Construction Contract dated _____
20____, entered into between the Contractor and _____ the
Owner, and that he or she is authorized to and does make this certification on behalf of
said Contractor in order to induce the Owner to make payment to the Contractor, in
accordance with the provisions of said Construction Contract.

Undersigned further says that all persons who have furnished labor in connection with
said construction have been paid in full, that the names of manufacturers, material
suppliers, and subcontractors that furnished material or services or both in connection
with such construction and the kind or kinds of material or services or both so furnished
are:

NAME	KIND OF MATERIAL AND SERVICE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

and that the releases of liens executed by all such manufacturers, material suppliers, and
subcontractors have been furnished to the Owner.

_____ By _____
Date President

This Certificate must be signed with the full name of the Contractor. If the Contractor is a
partnership, this Certificate must be signed in the partnership name by a partner. If the
Contractor is a corporation, this Certificate must be signed in the corporate name by a
duly authorized officer.

WAIVER AND RELEASE OF LIEN

WHEREAS the undersigned _____
Name of Manufacturer, Material Supplier or
Subcontractor
has furnished to _____ the following
Name of Contractor
_____ for,
use in the construction of a project belonging to _____

NOW THEREFORE, the undersigned, _____
Name of Manufacturer, Material Supplier or
Subcontractor

for and in consideration of \$ _____ and other
good and valuable consideration, the receipt whereof is hereby acknowledged, do(es)
hereby waive and release any and all liens, or right to or claim of lien, on the above
described project and premises, under any law, common or statutory, on account of labor
or materials, or both, heretofore or hereafter furnished by the undersigned to or for the
account of

said _____ for said project,
Name of Contractor

Given under my (our) hand(s) and seal(s) this _____ day of _____,
20____.

Name of Manufacturer, Material Supplier or
Subcontractor

By _____
President

This Waiver and Release of Lien must be signed with the full name of the Manufacturer, Material Supplier, or Subcontractor. If the Manufacturer, Material Supplier, or Subcontractor is a partnership, this Waiver and Release of Lien must be signed in the partnership name by a partner. If the Manufacturer, Material Supplier, or Subcontractor is a corporation, this Waiver and Release of Lien must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation.

CERTIFICATE OF COMPLETION – CONTRACT CONSTRUCTION

I, the undersigned Engineer of the following electric substation and distribution line project, do hereby certify that:

1. The construction provided for pursuant to the Construction Contract dated _____, 20____, and is in compliance with the provisions of the Construction Contract, including all plans, specifications, maps, and drawings and all modifications thereof.
2. Payment in full has been made to all persons who have furnished labor for the project.
3. The Contractor has obtained valid releases of lien from all manufacturers, material suppliers, and subcontractors furnishing services or materials which were employed by the Contractor in the performance of the Construction Contract, and that such releases have been delivered by the Contractor to the Owner.
4. If applicable, the Final Inventory attached hereto and made a part hereof is a complete and accurate summary of all units of construction in the project and of all work performed in accordance with the Construction Contract.
5. If applicable, the staking sheets and tabulation of staking sheets upon which the Final Inventory is based show the accurate location, number, and kind of all units of construction of the project and show all work performed in accordance with the Construction Contract.
6. All defects in workmanship and materials reported during the period of construction of the project have been corrected.
7. The total cost of the project as completed is _____ dollars (\$ _____).

Dated this _____ day of _____, 20____.

Name of Engineer

Date

By _____

Title

CERTIFICATE OF COMPLETION – CONTRACT CONSTRUCTION Cont.

We, the undersigned Owner and Contractor, do hereby certify that:

1. The project has been completed in accordance with the provisions of the Construction Contract, dated _____, 20____, provided, however, that acceptance of the project by the Owner shall not be deemed to relieve the Contractor of its obligations contained in the Construction Contract with respect to defective workmanship or, materials discovered within one year after the date of completion.
2. If applicable, the Final Inventory attached hereto and made a part hereof is a complete and accurate summary of all units of construction in the project and of work performed in accordance with the Construction Contract.

_____	_____
Date	Owner
_____	By _____
	Director of Utilities
_____	_____
	Name of Contractor
_____	By _____
Date	
Title	_____



C-PHSER-01

HMMALDON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Towne Insurance Agency, LLC 1000 Red Banks Road Greenville, NC 27858	CONTACT NAME: Hayden M. Maldonado, CPIA. QCLS, CWCS	
	PHONE (A/C, No, Ext): (252) 644-6445 FAX (A/C, No):	
	E-MAIL ADDRESS: HMaldonado@towneinsurance.com	
INSURED C-Phase Services LLC PO Box 3210 Kinston, NC 28502	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Charter Oak Fire Insurance Company	25615
	INSURER B: The Travelers Indemnity Company of Connecticut	25682
	INSURER C: Travelers Property Casualty Company of America	25674
	INSURER D: Travelers Property Casualty Insurance Company	36161
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Included ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	X	X	CO-B7608457	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	810-B7588417-25-26-G	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	CUP-B7626764-25-26	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB-B7606138-25-26-G	11/1/2025	11/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased, Rented Equip			QT-630-B9340315-TIL-25	11/1/2025	11/1/2026	Limit 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job: Line Relocations associated with NCDOT Project U2817

Town of Winterville is an additional insured on a primary non-contributory basis for general liability and auto liability when required by contract or agreement in accordance with forms CGD604 and CAT353 attached. A waiver of subrogation is in favor of Town of Winterville when required by a contract when required by a contract or agreement in accordance with forms CGD316, CAT353, and WC000313. Umbrella is follow-form per attached EU0001 0716 with regards to additional insured and waiver of subrogation.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Town of Winterville
2571 Railroad Street
Winterville, NC 28590

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL JOBS PERFORMED BY INSURED PER WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** An organization other than a partnership, joint venture or limited liability company; or
- b.** A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a.** "Bodily injury" or "property damage" that occurs; or
 - b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c.** Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph (1) nor (2) above applies:

- (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
- (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, INPART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage A of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage A of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage A of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any

provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.
4. For the purposes of Paragraph 1. above:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
 - (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability

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Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

- (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or
- (3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage A of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

- b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph a. above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.
5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive

date provision, the retroactive date for Coverage A of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage B of this insurance applies.
2. Coverage B of this insurance applies to "bodily injury" or "property damage" only if:
 - a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;
 - b. The "bodily injury" or "property damage" occurs during the policy period; and
 - c. Prior to the policy period, no insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY, of SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
3. Coverage B of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.
4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.
5. "Bodily injury" or "property damage":
 - a. Which occurs during the policy period; and
 - b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY of SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.
7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
8. Coverage B of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage C applies.
2. Coverage C of this insurance applies to "crisis management service expenses" that:
 - a. Arise out of a "crisis management event" that first commences during the policy period;
 - b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and
 - c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.
3. A "crisis management event" will be deemed to:
 - a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and
 - b. End when we decide that the crisis no longer exists or when the Crisis

Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.
5. A "self-insured retention" does not apply to "crisis management service expenses".
6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:
 - a. Under Coverage A, against a "suit" seeking damages to which such coverage applies, if:
 - (1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or
 - (2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

- b. Under Coverage B, against a "suit" seeking damages to which such coverage applies.
2. We have no duty to defend any insured against any "suit":
 - a. Seeking damages to which this insurance does not apply; or
 - b. If any other insurer has a duty to defend.

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3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. The cost of:
 - (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
 - (2) Appeal bonds and bonds to release attachments;
but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
 - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage A, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
 - a. The limits of insurance afforded to such person or organization will be:
 - (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
 - (2) The limits of insurance of this policy; whichever is less; and
 - b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage B:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
 - a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

- b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.
3. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay

damages because of the injury described in Paragraph (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.
4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you

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maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage for such organization does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred; or
 - (2) "Personal injury" or "advertising injury" arising out of an offense committed;before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph B. of **SECTION II – WHO IS AN INSURED**.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage C, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.
2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after

the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph D.1. of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

- B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
 2. Defense expenses if such expenses are within the limits of insurance of this policy;
- except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
 2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
 3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.
- C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:
1. Damages; and
 2. Defense expenses if such expenses are within the limits of insurance of this policy; because of "bodily injury" or "property damage" included in the "products-completed operations hazard".
- D. Subject to Paragraph B. or C. above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:
1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage A arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
 2. Damages under Coverage B because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".
- For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".
- E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.
- F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

- A. With respect to Coverage A and Coverage B:

1. Asbestos

- a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.
- b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph a. above.
- c. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
 - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is

committed before, during or after the time of that person's employment; or

- b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs a.(1), (2) or (3) above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

- a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;
- b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or
- c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

- a. The actual, alleged or threatened exposure of any person or property to; or
- b. The "hazardous properties" of; any "nuclear material".

As used in this exclusion:

- a. "Hazardous properties" includes radioactive, toxic or explosive properties;
- b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and
- c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

- a. Uninsured motorists;
- b. Underinsured motorists;

- c. Auto no-fault or other first-party personal injury protection (PIP);
- d. Supplementary uninsured/underinsured motorists (New York); or
- e. Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage B:

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

- a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

- a. An "employee" of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the conduct of the insured's business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph a. above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

- a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
- b. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

- a. While ashore on premises owned by or rented to any insured; or
- b. That is 50-feet long or less and that:
 - (1) You own; or

- (2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

- a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;
- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;
- g. "Your product" arising out of "your product" or any part of it; or
- h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or

"your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

18. Material Published Or Used Prior To Policy Period

- a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- a. Copyright;
- b. Patent;
- c. Trade dress;
- d. Trade name;
- e. Trademark;
- f. Trade secret; or
- g. Other intellectual property rights or laws.

This exclusion does not apply to:

- a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

- b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

- a. Advertising, "broadcasting" or publishing;
- b. Designing or determining content of web-sites for others; or
- c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage C:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis

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management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph 5. of Paragraph D., **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
 - a. How, when and where the "event" or "occurrence" took place;
 - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
 - c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
3. With respect to Coverage A, the insured must:
 - a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
 - b. Comply with the terms of the "underlying insurance"; and
 - c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under

this policy or any policy of "underlying insurance".

4. With respect to Coverage **B**, the insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - b. Authorize us to obtain necessary records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
 - a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
 - b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
 - a. How, when and where that "crisis management event" took place;
 - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;

- c. The nature and location of any injury or damage arising out of that "crisis management event"; and
- d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
 - a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
 - b. You have paid all premiums due for this policy at the time you make such request;
 - c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and

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- d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:
 - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this insurance unless all of its terms have been fully complied with.
2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
 - a. Are not payable under the terms of this insurance; or
 - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for

the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to

provide insurance in such country or jurisdiction; or

- b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

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execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
 - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
 - b. Next, to us; and
 - c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
 - a. A court decision; or
 - b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES**; and

- b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
 - b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
 - a. Another insurance company;
 - b. Us or any of our affiliated insurance companies;
 - c. Any risk retention group;

- d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or
- e. Any similar risk transfer or risk management method.

"Other insurance" does not include:

- a. Any "underlying insurance"; or
 - b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.
8. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all the work called for in your contract has been completed;
 - (b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification listed in a policy of

Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

- 9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:
 - a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.
 - 10. "Underlying insurance":
 - a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.
 - b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.
 - c. Does not include any part of the policy period of any of the policies described in Paragraphs a. or b. above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.
 - 11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.
- B. With respect to Coverage B and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage A:
- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
 - 2. "Advertising injury":

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- a. Means injury, other than "personal injury", caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any such programming.
6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:
- a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;
 - b. Information bearing on a person's credit worthiness, credit standing or credit capacity;
 - c. Social security number;
 - d. Driver's license number; or
 - e. Birth date.
7. "Consumer financial protection law" means:
- a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);
 - b. California's Song-Beverly Credit Card Act and any of its amendments; or
 - c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

- 11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

- 12. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- 13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.
- b. Vehicles maintained for use solely on or next to premises you own or rent.
- c. Vehicles that travel on crawler treads.
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers.
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical

exploration, lighting and well servicing equipment; or

- (2) Cherry pickers and similar devices used to raise or lower workers.

- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

- 14. "Occurrence" means:

- a. With respect to "bodily injury" or "property damage":

- (1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

- (2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

- b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and
 - c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".
15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
16. "Personal injury":
- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:
 - (1) False arrest, detention or imprisonment;
 - (2) Malicious prosecution;
 - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
 - (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
18. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, "electronic data" is not tangible property.
19. "Self-insured retention" is the greater of:
- a. The amount shown in the Declarations which the insured must first pay under Coverage B for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or
 - b. The applicable limit of insurance of any "other insurance" that applies.
20. "Slogan":
- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
 - b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
 22. "Title" means the name of a literary or artistic work.
 23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
 24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.
 25. "Your product":
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
 26. "Your work":
 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.
- C. With respect to Coverage C:
1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".
 2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:
 - a. Damages covered by this Coverage A or Coverage B that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and
 - b. Significant adverse regional or national media coverage.
 3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:
 - a. For the reasonable and necessary:
 - (1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and
 - (2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and
 - b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:
 - (1) Medical expenses;
 - (2) Funeral expenses;
 - (3) Psychological counseling;
 - (4) Travel expenses;
 - (5) Temporary living expenses;
 - (6) Expenses to secure the scene of a "crisis management event"; or
 - (7) Any other expenses pre-approved by us.

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4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
5. "Executive officer" means your:
 - a. Chief Executive Officer;
 - b. Chief Operating Officer;
 - c. Chief Financial Officer;
 - d. President;
 - e. General Counsel;
 - f. General partner (if you are a partnership); or
 - g. Sole proprietor (if you are a sole proprietorship);or any person acting in the same capacity as any individual listed above.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Lenoir

(Name of Bidder)

Affidavit of C-Phase Services LLC

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☐ 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ 2 --(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- ☐ 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 3/16/2026 Name of Authorized Officer: Gary E. Whaley

Signature: [Signature]
Title: President



State of North Carolina, County of Lenoir

Subscribed and sworn to before me this 16 day of March 2026

Notary Public Scarlett Tyndall

My commission expires 1-5-2030

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid
**State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract
with Own Workforce.**

County of Lenoir

Affidavit of _____ C-Phase Services, LLC
(Name of Bidder)

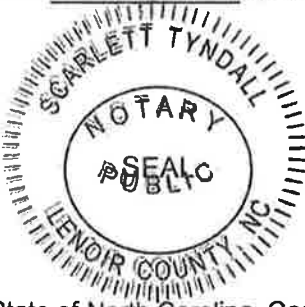
I hereby certify that it is our intent to perform 100% of the work required for the _____
Line Relocation for U-2718 NCDOT Road Widening Project _____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 3/16/2026 Name of Authorized Officer: Gary E. Whaley



Signature: _____
Title: President

State of North Carolina, County of Lenoir
Subscribed and sworn to before me this 16 day of March 2026
Notary Public Scarlett Tyndall
My commission expires 1-5-2030

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

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State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of Lenoir

(Name of Bidder)

Affidavit of C-Phase Services LLC

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- ☐ 1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ 2 - (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ 3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ 5 - (10 pts) Attended prebid meetings scheduled by the public owner.
- ☐ 6 - (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ 7 - (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ 8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ 9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

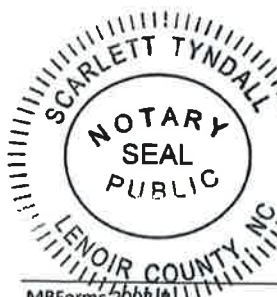
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The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 3/16/2026 Name of Authorized Officer: Gary E. Whaley

Signature: [Signature]

Title: President



State of North Carolina, County of Lenoir

Subscribed and sworn to before me this 16 day of March 2026

Notary Public Scarlett Tyndall

My commission expires 1-5-2030



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: September 14, 2026

Presenter: Terri L. Parker, Town Manager

Item to be Considered

Subject: Interlocal Agreement with Pitt County Sheriff – Telecommunication Services.

Action Requested: Council Approval of Interlocal Agreement with Pitt County Sheriff Pending Town Attorney's Review..

Attachment: Interlocal Agreement with Pitt County Sheriff.

Prepared By: Terri L. Parker, Town Manager

Date: 8/26/2026

ABSTRACT ROUTING:

☒ TC: 9/8/2026

☒ TM: 9/8/2026

☒ Final: tlp - 9/8/2026

Supporting Documentation

As all of you are aware, the Pitt County Sheriff's Office provides dispatch services for the Winterville Police Department. They have provided that service for many years. Over the last several years, the Pitt County Sheriff's Department and has been having on and off discussions with the Town about telecommunication services and requesting that the Town pay for the costs of one (1) position.

Towards the of end of last year's budget's process (FY 25-26), the Sheriff again requested payment for a full-time position. I pulled in the County Manager for her assistance in negotiating an Interlocal Agreement (as one did not previously exist) as well as the costs the Town would be willing to pay based on the number of calls for service dispatched.

Attached find the Interlocal Agreement as agreed to by all parties. The total cost of of a telecommunicator position is over \$70,000 annually but the Town will be paying \$50,000 for FY 26-27 Fiscal Year. The moneys were included and approved in the Annual Budget.

Budgetary Impact: \$50,000 annual payment to Pitt County – included in the FY 26-27 Annual Budget..

Recommendation: Staff recommends Council approve the Interlocal Agreement Pending Town Attorney Review.

North Carolina
Pitt County BETWEEN PITT COUNTY,

INTERLOCAL AGREEMENT

TOWN OF WINTERVILLE &
PITT COUNTY SHERIFF

THIS AGREEMENT, made and entered into this the ____ day of _____, 2026, by and between the **Town of Winterville**, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, and hereinafter referred to as the **TOWN**, and **Pitt County**, a political subdivision of the State of North Carolina established and operating pursuant to the laws of the State of North Carolina, and hereinafter referred to as the **COUNTY**, and the **Pitt County Sheriff**, hereinafter referred to as **SHERIFF**.

WITNESSETH:

WHEREAS, between the years 2023 and 2025, the Winterville Police Department issued 13,536 calls for service, out of a total of 133,410 county-wide calls handled within Pitt County; and

WHEREAS, the TOWN currently employs an Office Manager, who is Division of Criminal Information (DCI) certified, and who is responsible for answering all non-emergency calls received between the hours of 8:00 a.m. and 5:00 p.m.; and

WHEREAS, the SHERIFF agrees to provide dispatch and telecommunications services for the TOWN by receiving and responding to all emergency and non-emergency calls for the TOWN occurring between the hours of 5:00 p.m. and 8:00 a.m. and at times when TOWN'S Office Manager is not available; and

WHEREAS, the SHERIFF intends to utilize one Telecommunications Officer at Step and Grade 65/1, total annual costs including benefits amounting to \$72,646, to support the additional service demand created by this Agreement; and

WHEREAS, the Parties mutually desire to improve the quality, efficiency, and responsiveness of dispatch services for the citizens of Winterville while ensuring operational coordination and fiscal accountability between the TOWN and the SHERIFF; and

WHEREAS, the TOWN, COUNTY, and SHERIFF pursuant to the authority granted by North Carolina General Statute §160A-461, hereby agree as follows:

1. That the SHERIFF agrees to provide dispatch and telecommunications services to the TOWN for all emergency and non-emergency calls occurring between the hours of 5:00 p.m. and 8:00 a.m., including weekends and holidays, and at times when TOWN's Office Manager is not available.

2. That the TOWN shall continue to provide non-emergency call answering between the hours of 8:00 a.m. and 5:00 p.m., through its current Office Manager, who shall remain DCI-certified and act as liaison with the SHERIFF for communication and coordination.

3. That the SHERIFF will employ a Telecommunications Officer to support this Agreement.

4. That in consideration of these services, the TOWN OF WINTERVILLE shall pay to the COUNTY the sum of Fifty Thousand Dollars (\$50,000) annually, payable in full by July 31 each year.

5. That the term of this Agreement shall be for one (1) year from its effective date and shall automatically renew unless terminated as provided herein.

6. That any Party may terminate this Agreement upon one hundred eighty (180) days' written notice to the others. Upon termination, the TOWN shall pay all amounts due for services rendered up to the effective date of termination.

8. That the Parties agree to meet as necessary to review service performance, operational coordination, and fiscal accountability.

10. That this Agreement may only be modified by mutual written consent of the Parties.

11. That this Agreement represents the entire understanding between the Parties and supersedes any prior agreements or understandings, written or oral, regarding the subject matter herein.

12. That the effective date of this Interlocal Agreement shall be July 1, 2026.

IN WITNESS WHEREOF, the TOWN, COUNTY and SHERIFF have executed this Agreement in triplicate originals effective on the day and year first above written, all pursuant to authority duly granted.

[SIGNATURES ON FOLLOWING PAGE]

DS

APPROVED AS
R Matthew
County Att

PITT COUNTY

DocuSigned by:

Janis Gallagher

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Janis Gallagher, County Manager

DS

"This instrument has been preau
in the manner required by the Lo
Government Budget and Fiscal
Control Act."

Michael Hardy

Finance Officer

PITT COUNTY SHERIFF

DocuSigned by:

Paula Dance

C4B86D480821AE6...

Paula Dance, Sheriff

TOWN OF WINTERVILLE

Terri Parker, Town Manager

Christopher Williams, Police Chief



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: September 14, 2026

Presenter: Terri L. Parker, Town Manager

Item to be Considered

Subject: Interlocal Agreement with Pitt County – Animal Services.

Action Requested: Council Approval of Interlocal Agreement with Pitt County for Animal Services Pending Town Attorney Review and Associated County Animal Services Ordinance.

Attachment: Interlocal Agreement with Pitt County for Animal Services; Pitt County Animal Services Ordinance.

Prepared By: Terri L. Parker, Town Manager

Date: 8/26/2026

ABSTRACT ROUTING:

☒ TC: 9/8/2026

☒ TM: 9/8/2026

☒ Final: tlp - 9/8/2026

Supporting Documentation

Attached please find the following documents for review and approval:

Interlocal Agreement with Pitt County for Animal Services; and
Pitt County Animal Services Ordinance.

These documents will need to be approved before the County will begin Animal Control services. I anticipate the beginning date will be October 12, 2026 and the annual amount for services will be \$25,000. This amount will be prorated for FY 26-27 - \$17,708.3333. Staff requests Council approval of the Interlocal Agreement pending Town Attorney review as well as the County Animal Service Ordinance.

Budgetary Impact: \$17,708.3333 prorated payment to Pitt County – included in the FY 26-27 Annual Budget. Annual amount will be \$25,000 annually thereafter.

Recommendation: Staff recommends Council approve the Interlocal Agreement Pending Town Attorney Review and the Pitt County Animal Services Ordinance.

**INTERLOCAL AGREEMENT FOR SERVICES BETWEEN
PITT COUNTY AND TOWN OF WINTERVILLE**

This Interlocal Agreement is entered into by and between Pitt County, North Carolina (“County”) and Town of Winterville, North Carolina (“Town”) as of the _____ day of _____ 2026 and will take effect _____, 2026.

WITNESSETH:

WHEREAS, Pitt County provides animal control services and sheltering within the unincorporated portions of Pitt County; and

WHEREAS, the Town of Winterville desires that Pitt County provide animal control services and sheltering within the municipal limits of the Town; and

WHEREAS, the County has the capability and shared interest in providing animal control services and sheltering through this agreement with the Town of Winterville.

NOW THEREFORE, it is agreed based on the mutual promises contained herein and for the good and valuable consideration receipt and sufficiency of which are hereby acknowledged by and between the County and Town as follows:

1. Services Provided. County agrees that it will provide animal control services and sheltering within the municipal limits of the Town to the same extent that such services are provided in the unincorporated portions of the County. Such services may include rabies control, trapping, sheltering, and enforcement of County Ordinances that, by Resolution of the Town, beforehand are adopted by the Town’s governing board for enforcement within the municipal limits. In addition, the Town may request the assistance of the County as to also enforce additional Ordinances that, by Resolution of the Town, beforehand have been adopted by the Town’s governing board for enforcement within the municipal limits and attached hereto as **Exhibit A**. The County agrees that it will use its best efforts to provide animal control services in the municipal limits of the Town, and that it will exercise the same methods and diligence that it exercises to provide animal control services in the unincorporated parts of the County.

2. Billing and Payment. The total \$_____ cost to be paid by the Town to the County for the services performed pursuant to this Agreement shall be paid _____, 2026. The first initial payment covers a one-time prorated fee of \$_____ to cover _____, 2026 until _____, 2026. The annual fee of \$25,000 will then take effect _____, 2027 if this contract is renewed. Payment to the County will be made by the Town within 30 days after receipt by the Town of the County’s invoice. Failure of the Town to make payment to the County within

thirty (30) days after receipt of the County invoice shall result in a \$100 late payment penalty assessed to the Town and payable to the County.

3. Initial Term and Termination. The initial Term of this Agreement shall be for a () _____ month period beginning _____, 2026 and ending June 30th, 2027. Upon the expiration of the initial Term, this Agreement may be renewed for subsequent one (1) year terms in writing as agreed upon between the parties. However, the parties shall meet at the end of the first term to review performance and modify any terms or pricing agreed upon between the parties, to begin the following July 1st, 2027. The County or the Town may terminate this Agreement without cause at any time by providing thirty (30) days written notice from the terminating party to the non-terminating party. If the Agreement is terminated as provided herein, the County will be paid for all services performed.

4. Reimbursements. The County shall not be entitled to reimbursement of any other expenses from the Town during the term of this Agreement.

5. Other Expenses. The County shall be responsible for all costs of care, including but not limited to nutrition, hydration, medication, routine veterinary care, and overall animal welfare of the animals accepted and held pursuant to this Agreement. To the extent required, the Town shall be responsible for extraordinary medical expenses as approved by the Town Manager. The County shall be responsible for the cost and administration of all appropriate vaccinations at or about the time of and shall also be responsible for the administration of all prescribed medications as well as documentation for same consistent with the County's policies and procedures and applicable State law. The Town shall not be responsible for any medical expenses which are the result of negligence of the County or for any communicable disease outbreaks occurring at the Pitt County Animal Shelter.

6. Inspections and Certifications. The County agrees to maintain current inspections of the shelter, including but not limited to certifications and permits as required and issued by the NC Agriculture Welfare Section (AWS). In the event that AWS conducts an inspection of the County's facilities and the facilities are found in violation or otherwise deficient under the rules and regulations prescribed by the North Carolina Department of Agriculture and Consumer Services or that the County's health certification is withdrawn or housing authority is withdrawn, this Agreement may be suspended or terminated as provided by this Agreement without penalty or cost to either party.

7. Certain Fees to be Retained by the County. The Town agrees that the County may set a fee schedule for services rendered to the public including but not limited to reclaims of animals, adoption of animals, and routine medical treatment provided to animals. The County shall be entitled to all monies derived from the fees charged to the public for these services.

8. Reporting. The Town must report quarterly the number of animal complaints received and dispatched to Pitt County Animal Services. These reports will be used for end of year review before contract renewal. Further information regarding specific cases may be provided upon written request.

9. Independent Contractor. The relationship between the parties to this Agreement shall be that of independent contractors, and no party shall be construed to be the agent, partner, employee, or joint venture of the other party to the Agreement. The parties shall not exercise control or direct the way others perform their duties hereunder except to assure compliance with this Agreement.

10. Hold Harmless and Indemnification. The Town agrees to hold harmless and indemnify the County from any and all claims, loss, liability, demands, damages, or any other financial demands that may be alleged or realized due to acts of nonfeasance, malfeasance, misfeasance, or negligence committed by the County while in the performance of the duties or assignment pursuant to this Agreement. The provisions of this paragraph shall not apply to any claims, loss, liability, demands, damages, or any other financial demands that may be alleged or realized due to intentional, reckless, or wanton acts or conduct committed by the County while in the performance of the duties or assignments pursuant to this Agreement.

11. Insurance. The County certifies by the execution of this Agreement that it possesses the following insurance coverages with the following minimum Limits of Insurance which cover the operation of the County's animal shelter including but not limited to all animals at the County's animal shelter facility pursuant to this Agreement and other related contents:

Commercial General Liability

Limit of Insurance:

Per Occurrence: \$1,000,000

General Aggregate: \$2,000,000

12. Federal, State, and Local Legal Compliance. The County shall at all times possess and maintain approval rating with the North Carolina Department of Agriculture and Consumer Services, Animal Health Division (Veterinary Division), Animal Welfare Section (AWS). In accordance with North Carolina General Statute (NCGS) 19A-26, the County shall always maintain a current and valid certificate of registration granted and issued by the Director of AWS. If otherwise engaged in any business regarding animals regulated by Federal and/or State law, the County shall always possess and maintain current and valid licenses and permits as applicable to said business.

13. Amendments. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when personally delivered or three (3) days after being mailed by certified mail, return receipt requested, postage prepaid, to the following addresses, or at such other address as either party may designate in a manner in compliance with this Section:

Pitt County
Attn: Janis Gallagher
County Manager
1717 5th St.
Greenville, NC 27834

Town of Winterville
Attn: Terri L. Parker
Town Manager
2571 Railroad St.
Winterville, NC 28590

14. Applicable Law, Venue, and Service of Process. This Agreement has been entered into in the State of North Carolina, County of Pitt, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of North Carolina. The parties agree that exclusive venue for the bringing of any action concerning this Agreement shall be in the state or federal courts having jurisdiction in Pitt County, North Carolina and that service of process may be made upon either party by certified mail, return receipt requested, postage prepaid to the party's address as set forth herein or such other address as the party may designate in writing received by the party. Parties agree that they will comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in addition to those specifically noted herein.

15. Force Majeure. The parties understand and acknowledge that neither shall be liable for any loss, damage, detention, delay, or failure to perform in whole or in part resulting from causes beyond their control including but not limited to fire, strikes, insurrections, riots, embargoes, shortages of motor vehicles, delays in transportation, and inability to obtain supplies of raw materials or requirements or regulations of the United States government or any other civil or military authority.

16. Severability. If any provision, or portion thereof, of this Agreement shall for any reason be adjudged by any court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable, such judgement shall not affect, impair, or invalidate the remainder of this Agreement but shall be limited in its operation to the provision of this Agreement directly involved and only the illegal, invalid, or unenforceable provision shall be deemed stuck.

17. Waiver . The failure by either party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by either party of a breach of any provision hereof be taken or be held to be a waiver of such provision.

18. Counterparts and Facsimiles. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which constitute one and the same. An executed Agreement transmitted by facsimile to the other party may be relied upon as an original and if there is any inconsistency between such facsimile and an executed Agreement subsequently received by “hard copy,” the terms contained in the facsimile shall prevail.

19. Headings. The headings and numbers of sections and paragraphs contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

20. E-Verify. Pursuant to NCGS 143-133.3 and related State and Federal laws, undersigned hereby certifies that the parties named herein comply with the requirements of 2 of Chapter 64 of the NCGS, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal system.

21. Equal Opportunity Clause. The equal opportunity clause contained in 41 CFR Part 60-1.4, as amended, and implementing regulations at 41 CFR Part 60 are hereby included by reference, and incorporated into this Agreement as if set forth fully herein.

22. Record Retention Requirements. As applicable, the County shall retain all records related to this Agreement for three (3) years after all pending matters are closed, or for such other time period as required by the County or by applicable Federal or State law or regulation.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the date set forth above.

Pitt County

By: _____
Janis Gallagher
County Manager

Town of Winterville

By: _____
Terri L. Parker
Town Manager

Approved as to form

By: _____
Pitt County Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Pitt County Finance Officer

COMPREHENSIVE ANIMAL SERVICES ORDINANCE

Part I. General

Section 1. Authority

This Ordinance is adopted pursuant to the authority vested in Pitt County by the General Statutes of North Carolina, particularly Chapter 153A-121 (General Ordinance-making Power); 153A-127 (Abuse of Animals); 153A-131 (Dangerous Animals; 67-4.5 (Dangerous Dogs); and other applicable laws.

Section 2. Provisions of Part I Applicable to Reminder of Ordinance.

The provisions contained within this Part (Part I) are applicable to Parts II, III, IV, V, VI, and VII except for those provisions within Part I which expressly state otherwise.

Section 3. Article Cumulative

Procedures set forth in this Ordinance shall be in addition to any other remedies that may exist under law or ordinance

Section 4. Territorial Application

This Ordinance shall be effective within the unincorporated areas of Pitt County and within any towns which have a Resolution or Ordinance adopting this County Ordinance.

Section 5. Effective Date

This Ordinance is effective upon adoption by the Pitt County Board of Commissioners; except Part V. Large Commercial Breeders becomes effective one year after this Ordinance is adopted.

Section 6. Severability

If any section, sentence, clause or phrase of this Ordinance is, for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Enforcement

- A. Enforcement of this Ordinance shall rest with Pitt County Animal Services officers and those governmental agencies and personnel authorized to exercise police powers by North Carolina statute to include, without limitation, the Pitt County Sheriff's Department and the Police Departments of any municipality that by resolution or ordinance have adopted this Ordinance within its municipal boundaries.
- B. Enforcement personnel are authorized to investigate suspected violations of this chapter and are empowered to issue citations, or warnings when any of the provisions of this chapter have been violated. Citations shall be delivered by enforcement officials in person to the alleged violator or delivered by registered mail return receipt requested to the person so charged.

- C. Where enforcement personnel determine that a violation is a first offense for the person charged, a written warning or citation may be issued at the discretion of the enforcement officer.

Section 8. Reenactment and Repeal of Existing Animal Control Ordinances

- A. This Ordinance is intended to reenact and continue in force some of the provisions of existing Pitt County Animal Control Ordinances (Animal Control Ordinance No. 1: Animal Cruelty and Neglect, Animal Control Ordinance No. 2: Animal Nuisance Ordinance, Animal Control Ordinance No. 3: Dangerous Dog Ordinance, Animal Control Ordinance No. 4: Canine Control Ordinance) previously enacted and amended by the County. All provisions which are not reenacted are hereby repealed.
- B. All pending civil actions or pending criminal prosecutions resulting from the violation of any Pitt County Animal Control Ordinance in effect before now, shall not be dismissed or abandoned by reason of the adoption of this Ordinance, but may proceed the same as if this Ordinance had not been adopted; and civil actions or criminal prosecutions which have not been initiated, may still be filed for acts or omissions, which occurred prior to the adoption of this Ordinance and violated any Pitt County Animal Control Ordinance in effect at that time.
- C. All violations of this Ordinance occurring after the effective date of this Ordinance or the effective date of the relevant Part of this Ordinance, may be enforced in a criminal action or civil action.

Section 9. Penalties

Any person violating the provisions of this Ordinance may be subject to the following actions and penalties in Paragraph A through Paragraph C. The actions and penalties in Paragraph A through Paragraph C are cumulative. No penalty shall be assessed without notice of the violation.

- A. *Civil Penalty for Parts II, III, V, and VI:* The County may assess a civil penalty of \$100.00 for a first offense, \$200.00 for a second offense, and \$300.00 for all subsequent offenses, which must be paid within 10 days and which amount(s) may be recovered by the county in a civil action in the nature of debt. Each day a violation occurs shall be a separate violation. The County may, in its discretion, additionally seek restitution for the actual cost of maintaining, transporting, boarding, or providing veterinarian services for any animal impounded under this Ordinance.
- B. *Civil Penalties for Part IV Dangerous Dog:* As specified within that Part.
- C. *Injunction and Order of Abatement.* The provisions of this Ordinance may be additionally enforced by injunction and order of abatement.
- D. *Criminal Penalties.* Any person who violates the provisions of this Ordinance shall be guilty of a misdemeanor and shall be subject to a fine of \$100.00 for a first offense, \$200.00 for a second offense, and \$300.00 for all subsequent offenses or imprisonment for not more than thirty (30) days. Each day a violation occurs shall be a separate offense.

Section 10. Definitions

Animal: The term “animals” includes every living vertebrate in the classes Amphibia, Reptilia, Aves, and Mammalia, but not including humans or invertebrates.

Animal Services Officers: Any Animal Services Officer employed or authorized by Pitt County.

Animal Services Director: The officer or employee placed in supervision of the Animal Services Department.

Animal Shelter: The Animal Shelter operated and maintained by Pitt County and/or a county approved animal protection society for the purpose of impounding animals under the authority of this Ordinance or

the General Statutes of North Carolina for the care, confinement, return to owner, adoption, or humane euthanasia.

Animal Shelter Director: That person designated by appropriate authority in Pitt County, and where appropriate, his or her designee, charged with the responsibility and authority to operate the animal program in Pitt County.

At Large: Refers to an animal that is not in an enclosure, or is otherwise not under physical control, or is not under the control of the owner or other responsible person by means of a leash, cord, chain or other means of physical restraint. This definition is applicable only to Part III of this Ordinance.

Attack by a dog: Any assault or battery by a dog upon a person or domestic animal, to include biting, felling or toppling, tearing of clothing, provoking flight to escape attack, or any other act which could reasonably cause physical injury to the person or domestic animal.

Bite by a dog: Any seizing, gripping or grasping, no matter how slight or momentary, by a dog between its jaws of the body parts of a person or domestic animal, so as to cause physical injury to such person or domestic animal. This does not include playful behavior by a puppy that is welcome and not likely to cause any injury, fear or harm to the person or animal.

Cruelty and Cruel Treatment: The terms “cruelty” and “cruel treatment” include every act, omission, or neglect whereby unjustifiable physical pain, suffering, or death is caused or permitted.

Cat: A domestic feline of either sex including stray.

Dangerous dog: Any of the following dogs:

- A. A dog that without provocation has killed or inflicted severe injury on a person,
- B. A dog that has killed or inflicted severe injury upon a domestic animal when not on the real property of the owner of the dog,
- C. A dog that has approached a person when unrestrained and not on the owner's property in a vicious or terrorizing manner in an apparent attitude of attack, or
- D. A dog that has been declared Dangerous or Potentially Dangerous, either under State law or local ordinance, by any North Carolina county or municipality.

Dangerous Exotic or Wild Animal: Any of the following exotic or wild animals:

- A. Panthera genus,
- B. Venomous amphibians,
- C. Venomous reptiles,
- D. Nonvenomous reptiles weighing over 50 pounds at maturity, or
- E. Wolves.

Dog: A domesticated animal (canis familiaris) of the Canidae family; provided that no wild specie of the Canidae family, such as a wolf, fox, or coyote, shall be considered a domesticated animal, even though raised by humans in domestic surroundings.

Dog At Large: A dog off the property of the owner and not under the physical restraint of its owner. This shall include stray dogs found to be running at large or appearing to be lost, unwanted or abandoned; or

whose owner is unknown or not readily available. This definition is applicable only to Part IV of this Ordinance.

Domestic Animal: A domesticated dog or cat.

Enclosure: Pen, paddock, stall, stable, or pasture with properly hung and marked fence.

Guard dog: A dog trained by a skilled trainer to recognized security industry or other reasonable standards and presently used under the control of trained handlers to protect persons and property.

Harboring of Animal: An animal shall be deemed to be harbored if it is fed or sheltered seven days or more, unless the animal is being boarded for a fee.

Hazard: Any natural or artificial object, above or below ground, that could cause harm or injury to the animal.

Hunting Kennel: Any kennel owned by a person holding an unexpired North Carolina hunting license and solely operated to house dogs used for hunting purposes.

Impounded: Any animal which is received into custody by the Pitt County Animal Shelter, housed at the Shelter or another location designated by the Shelter.

Keeper: A person having custody of a dog or who keeps or harbors a dog or who knowingly permits a dog to remain on or about any property occupied or controlled by such person.

Large Commercial Breeder: Any person, persons, partnership or corporation that owns, has custody of, or maintains 10 or more female dogs or 10 or more female cats, for the purposes of breeding offspring to sell or trade.

Lawful Hunt: A hunt for lawful game conducted on public or private property with the consent of the owner or custodian of the property by a person with a valid license (if required) during the lawful season for the game concerned using dogs customarily employed and suitable for such game.

Law enforcement dog: A dog, trained for police work to recognized law enforcement standards and presently used by and under the control of a law enforcement officer to carry out the law enforcement officer's official duties.

Owner: Any person, group of persons, business organization or association having the right of property or custody of a dog that keeps or harbors a dog or knowingly permits a dog to remain on or about property occupied by that person, group of persons, business organization or association.

Owner's Real property: Any real property owned or leased by the owner of the animal, not including any public right-of-way or a common area of a condominium, apartment complex, or townhouse development.

Premises: That portion of land owned or occupied by an owner or keeper, not including any portion of such land that is accessible to the public as a right of way.

Restraint: A dog is under restraint within the meaning of this ordinance if it is (1) presently in the physical custody of the owner or other person who has assumed control and controlled by means of a chain, leash, or other like device; (2) on or within a vehicle being driven or parked; (3) within a secure enclosure; or (4) within the dwelling house of the owner.

Stray: Any domestic animal that is not under restraint or is not on the property of its owner and is wandering at large, or is lost, or does not have any owner, or does not bear evidence of the identification of any owner.

Severe injury: Any physical injury that results in broken bones or disfiguring lacerations or requires cosmetic surgery or hospitalization.

Territorial jurisdiction of Pitt County: All territory within the boundaries of the County of Pitt, North Carolina, except the incorporated area of a municipality, unless such municipality has consented to the application and enforcement of this Ordinance in such areas.

Venomous: secreting venom; capable of injecting venom by means of a bite or sting.

Vicious dog: Any of the following dogs:

- A. A dangerous dog, as defined herein, that after having once committed an act making it a dangerous dog or having been determined hereunder to be a dangerous dog, commits a subsequent attack on a person or domestic animal.
- B. A dog that, without provocation, has killed or inflicted severe injury on a person.
- C. A dog that has been declared Vicious by any North Carolina county or municipality.

Wild Animal: Any animal which can normally be found in the wild state, particularly those feral, exotic, dangerous or non-domestic animals which generally do not live in or about the habitation of humans, including, but not limited to, deer, bears, lions, monkeys, raccoons, skunk, squirrels, tigers and snakes.

Section 11. Animal Services Advisory Board

- A. *History of the Citizen's Advisory Committee for Animal Control:* The Pitt County Board of Commissioners on November 5, 2002 established a Citizen's Advisory Committee for Animal Control. The Committee initially established had eight seats, with certain attributes for each seat. On October 17, 2005 the Board of County Commissioners voted to make all seats on Committee at-large seats as vacancies occurred, which removed the seat attributes. On April 6, 2009 the Board of County Commissioners added an additional at-large seat to the Committee for a total of nine at-large seats. On March 24, 2014 the Board of County Commissioners added one additional seat, but limited this tenth seat to one term of two years, the appointee to this seat resigned on December 18, 2014, and no other appointment was made to fill remainder of this term, this tenth seat expired on March 24, 2016.
- B. *Changing the Name of the Citizen's Advisory Committee for Animal Control to the Animal Services Advisory Board.* The Pitt County Citizen's Advisory Committee for Animal Control is now hereby renamed the Pitt County Animal Services Advisory Board (ASAB) which shall have the same membership, 9 at-large members, and shall have the same the rights, duties, and responsibilities of the Committee. Nothing about this renaming modifies the term of appointment of any current member. The stated purposes for creating the original Committee are hereby restated and made applicable to the ASAB:
 - 1. To advise the County Staff and Board of Commissioners concerning Animal Shelter operations and Animal Services policies in general.
 - 2. To recommend schedules and changes thereto for the services provided.
 - 3. To recommend and document operational procedures and changes thereto to the staff and/or Pitt County Board of Commissioners.
 - 4. To advise staff and the Pitt County Board of County Commissioners regarding the development, design, and renovation of new and existing facilities.
 - 5. To review and have input to the Animal Services Budget.

6. To promote spay and neuter programs and other animal population control programs in the community.
 7. To organize and promote the solicitation of private funds and in-kind contributions to the Animal Services Department.
 8. To promote the adoption of unwanted animals.
- C. *ASAB Meetings*: ASAB shall meet at least quarterly, but may meet more frequently if needed. ASAB may adopt and amend rules of procedure not inconsistent with this Ordinance.
- D. *Dangerous Dog Appeals Hearings*: ASAB is responsible for hearing any appeals of dangerous dog determinations made by the Animal Services Director under Part IV of this Ordinance.

Section 12. Duties of Pitt County Animal Services

A. Director of Animal Services

1. The Director of Animal Services is responsible the enforcement of this Ordinance. The Director is responsible for management and oversight of all Pitt County Animal Services employees, including all Animal Services Officers and all Animal Shelter personnel, as they carry out duties under this Ordinance and all those duties necessarily implied to provide Animal Services in Pitt County.
2. The Director is responsible for attending ASAB meetings. The Director will keep ASAB informed of Animal Services' operations and may provide reports, data, and other information as necessary. The Director shall designate some Pitt County Animal Services employee to record minutes of ASAB meetings.
3. The Director is responsible for making determinations under Part IV of this Ordinance. The Director may conduct his or her own investigation or rely on reports gathered by Animal Services personnel. The Director may designate a Pitt County Animal Service employee to make these determinations.

B. Duties of Animal Services Officers

1. *Investigation*: The Animal Services Officers shall be responsible for investigating violations of this Ordinance and enforcing the provisions of this Ordinance.
2. *Warnings in Lieu of All Other Penalties*: If an Animal Services Officers believes the circumstances warrant a warning, then that Animal Services Officer may issue a warning in lieu of all other penalties under this Ordinance.

C. Pitt County Animal Shelter

1. The Pitt County Animal Shelter houses animals under the following circumstances:
 - a. Animals impounded under any Part of this Ordinance.
 - b. Animals surrendered by owners, after all applicable fees under the Fee Manual are paid.
 - c. Animals brought in by Pitt County municipalities, after all applicable fees under the Fee manual are paid.
 - d. Animals being held for rabies and bite quarantines.

- e. Animals seized by the Pitt County Sheriff's Office or other law enforcement agencies,
 - f. Any other circumstances that the Animal Services Director deems to be appropriate.
2. No animals may be redeemed by their owners until all applicable fines and fees are paid in full. Any person claiming ownership of an animal must present sufficient proof to establish ownership.
 3. Animals not reclaimed by owners within time period prescribed by the relevant Part of this Ordinance may be adopted to qualifying persons or rescue groups, or may be disposed of by humane euthanasia.

Part II. Animal Cruelty and Neglect

Section 1. Mistreatment of Animals; Prohibited Acts

All animals shall be kept and treated under sanitary and humane conditions, and it shall be unlawful for any person to subject, or cause to be subjected, any animal to cruel treatment. It shall likewise be unlawful for any person to deprive, or cause to be deprived, any animal of adequate food and water, necessary medical attention, proper shelter, protection from the weather or humanely clean conditions.

A. Food, water, and shelter shall be provided as follows:

1. All animals shall be given at suitable intervals, not to exceed 24 hours, a quantity of wholesome foodstuff suitable for the age and species of the animal and sufficient to maintain a reasonable level of nutrition.
2. All Animals shall have access to a constant supply of clean, fresh water.
3. All animals shall be provided with adequate shelter from the weather and humanely clean conditions at all times. Examples of inadequate shelter include but are not limited to the following:
 - a. Underneath outside steps, decks and stoops.
 - b. Underneath houses.
 - c. Inside or underneath motor vehicles.
 - d. Inside metal barrels.
 - e. Inside cardboard boxes.
 - f. Inside temporary animal carriers or crates.
 - g. Shelters located in flood prone areas.
 - h. Shelters that cannot be accessed by the animal for any reason. The following list is a non-exhaustive illustration of situations that violate this provision:
 - i. A shelter surrounded by debris, obstructions, or impediments that may endanger an animal.
 - ii. A shelter that is overturned or turned on its side.
 - iii. A shelter that cannot be accessed because the animal's tether or chain does not allow entry.

- B. *Medical care.* It shall be unlawful for any person in contact with or having knowledge of a sick, diseased or injured animal to fail or refuse to provide proper medical treatment for the animal or notify the Animal Services Department of the condition. A sick animal shall go no longer than 24 hours without veterinary care.

Section 2. Cruel Treatment

- A. *Animal cruelty.* It shall be unlawful for any person to intentionally molest, torture, torment, deprive of necessary sustenance, cruelly beat or treat, needlessly mutilate or kill, wound, injure, poison, abandon or subject any animal to conditions detrimental to its health or general welfare or to procure any such actions to be inflicted upon any animal. Examples of cruel treatment include but are not limited to the following:
1. Allowing a collar, rope or chain to become embedded in or cause injury to an animal's neck.
 2. Allowing a choke or pinch collar to be used as a primary collar when the animal is left unsupervised.
 3. Allowing a dog, cat or other domesticated pet to be left outside in inclement weather or extreme temperatures without adequate shelter.
 4. Intentionally allowing animals to engage in a fight.
 5. Confinement in unsanitary conditions. An unsanitary confinement area is any confinement area that does not allow for the animal to sit down, lie down, or stand, without doing so in urine, feces, mud, or standing water.
 6. Allowing animals to live in crowded conditions. Each animal must be able to sit, stand, lie down, and turn around without interference from other animals or objects.
 7. Failure or refusal to obtain medical treatment for an animal when, in an Animal Services Officer's or Animal Cruelty Investigator's opinion, such treatment is needed.
 8. Using lethal force against an animal, either on or off the owner's property, unless (1) the animal is in the act of attacking and causing severe injury to a human being or any other domestic animal, or unless (2) a human is reasonably afraid the animal is about to attack and cause injury to a himself, herself, or another, or unless (3) the animal has, or appears to have rabies.
 9. Permitting any exhibit, function or activity where animals are being cruelly treated or animals run the risk of causing injury to the public or themselves.

Section 3. Notice in Case of Injury

It shall be unlawful for any person who causes injury to an animal including, but not limited to running over or hitting a domesticated animal with any vehicle to fail to notify immediately at least one of the following: the owner(s) or keeper(s) of the animal if known or ascertainable with reasonable efforts made to locate the owner or keeper, an Animal Services officer, the appropriate police or sheriff department, or the animal shelter.

Section 4. Destruction of Animals

Notwithstanding any other provision of this Ordinance, an animal that cannot be seized by reasonable and normal means, or retrieved by an Animal Services Officer and trapped in a humane, live-capture animal trap, or tranquilized by Animal Services, may be humanely destroyed in the field upon the authorization of the Animal Services Director.

Section 5. Animal Trapping

The Animal Services Department or its designated agent is authorized to place, upon request, live animal traps on public or private property to trap and remove stray, at large, unwanted or nuisance animals, including cats. It is unlawful for any person other than an Animal Services officer to remove any animal from any Animal Services' trap, or to damage, destroy, move or tamper with any Animal Services' trap. The

Animal Services Department is authorized to receive and impound animals that are trapped by other agencies or persons within Pitt County.

Section 6. Impoundment

It shall be the duty of the Animal Services Department to seize and impound, subject to the provisions of this Ordinance, all animals found in violation of the provisions of this Ordinance whether such animal shall be in the immediate custody of its owner or otherwise.

Section 7. Humane Euthanasia

Notwithstanding any other provision of this Part, any animal impounded that is badly injured, wounded or diseased (not rabies suspect) and that has no identification shall be destroyed immediately in a humane manner. If the animal has identification, the animal shelter shall attempt expeditiously to notify the owner or keeper before euthanizing such animal, but if the owner cannot be reached readily and the animal is suffering, the Animal Services Supervisor or his/her designee may cause the animal to be euthanized at his/her discretion in a humane manner. The Animal Shelter and Animal Services Department shall have no liability for euthanizing injured, wounded or diseased animals.

Section 8. Handling of Stray Animals by the Public

It shall be unlawful for any person, without the consent of an animal's owner or keeper, to knowingly and intentionally harbor or keep in possession by confinement any animal that does not belong to him/her. Any person in possession of a stray animal shall contact the Animal Services within 72 hours to provide notice of the stray animal's description and location or to arrange for impoundment. It shall also be unlawful for any person other than the owner or keeper of an animal to remove its collar, license tag or rabies tag.

Part III. Canine Control

Section 1. Exclusion for Hunting Dogs

This Part shall not be interpreted as restricting persons owning specially trained hunting/working dogs from actually using their dogs for active hunting/working of said dogs in the presence of and/or under the control of the owner or an agent of the owner, while said dogs are actually lawfully being used for hunting or training for hunting in compliance with applicable statutes, regulations, or ordinances of the State of North Carolina and Pitt County and where an active North Carolina hunting license exists.

Section 2. Dogs at Large Prohibited

Every dog shall have an owner who shall be responsible for its care and control.

- A. It shall be unlawful for any owner to permit a dog to be at large.
- B. An owner may lawfully permit a dog to be at large in the course of a show, obedience school, tracking tests, field training, or other events sanctioned or supervised by a recognized organization, as long as the dog has not been declared dangerous under Part IV of this Ordinance or by any other local government in North Carolina.
- C. It shall be unlawful for any person owning or having possession, charge, custody or control of any dog to take the dog into or allow the dog to enter any public park without being at all times under restraint as defined in this Ordinance.
- D. It shall be unlawful for any person owning or having possession, charge, custody or control of a female dog to allow that dog to be at large during its estrous period. During this period, the owner or person having possession of the dog must restrain the dog in an enclosure in such a manner that will prevent the dog from coming in contact with a male of its species. This section shall not

be construed to prohibit the intentional breeding of dogs on the premises of the owners or keepers of the dogs involved.

- E. The Animal Shelter shall insert a microchip in all dogs who have been impounded pursuant to this Ordinance, prior to reclamation by the dog's owner. The actual cost of the microchip shall be paid by the owner prior to reclamation.

Section 3. Impoundment

- A. Any dog found to be at large in violation of this Part, shall be impounded by an Animal Services officer, law enforcement officer, or other person as authorized by the County.
- B. Pitt County Animal Services may, at its discretion, issue a written warning to the owner in lieu of impoundment if a dog is found running at large whose owner has been verified, and whose owner promptly and properly restrains said dog.

Section 4. Redemption

A. *Redemption*

- 1. *Notice*: A good faith effort shall be made to notify owners of impounded dogs. If the owner is known, a written notice of impoundment shall be served on the owner or affixed to the owner's property. The written notice shall describe the dog, state the date, time and place the dog was picked up and inform the owner of the conditions whereby the dog may be redeemed. Instructions on how to determine if a dog has been impounded shall be posted at the Animal Shelter. The posting of these instructions at the Animal Shelter shall constitute adequate notice to an unknown owner.
- 2. *Ownership*. Any person attempting to redeem an impounded dog shall present proof sufficient to satisfy shelter personnel of ownership of the dog.

B. *Time Limits*

- 1. Any person attempting to redeem a dog must make contact with the Pitt County Animal Shelter within 120 hours (5 days) of the dog being impounded.

C. *Payment of Penalties*

- 1. The owner of an impounded dog must pay all reclamation fees, boarding fees and civil penalties assessed against the dog before it may be released from the Shelter.
 - a. A dog shall become the property of the County if the owner fails to pay all amounts due and if the appropriate holding period has passed without the dog being claimed and all sums due paid in full.
 - b. Civil fees and penalties may be recovered by the County in a civil action in the nature of debt if the offender does not make prompt payment after being cited as set forth herein.

Part IV. Dangerous Dog

Section 1. Application of Ordinance; Exceptions

The provisions of this Part do not apply to:

- A. A law enforcement dog or guard dog being used by a law enforcement officer or bona fide professional security guard to carry out the law enforcement officer's or security guard's official duties or professional responsibilities;
- B. A dog where the injury or damage inflicted by the dog was sustained by a domestic animal while the dog was working as a hunting dog, herding dog, or predator control dog on the property of, or under the control of, its owner, keeper or harbinger, and the damage or injury was to a species or type of domestic animal appropriate to the work of the dog; or
- C. A dog where the injury inflicted by the dog was sustained by a person who, at the time of the injury, was tormenting, abusing, or assaulting the dog, had tormented, abused, or assaulted the dog, or was committing or attempting to commit a crime.

Section 2. Reporting Requirements

- A. *Report required:* (i) An owner, keeper or harbinger of a dangerous dog or a dog that has attacked or bitten a person or domestic animal; (ii) a victim of or person witnessing such an attack or biting; (iii) a veterinarian treating a domestic animal for such an attack or biting; or (iv) a health care professional treating a person for such an attack or biting, shall report the following events to the Animal Services Department within ten (10) business days after the event has occurred:
 - 1. attack or biting by a dog upon any person or domestic animal, or
 - 2. The transfer, gift, sale, or other conveyance of ownership or possession of a dangerous dog, its confinement in a veterinary facility, its removal from the territorial jurisdiction of the county, or its death.
- B. *Report data required:* The data required in the report and the format thereof shall be as set forth in administrative procedures promulgated by the Animal Services Director. Any owner, keeper, or harbinger of a dangerous dog that transfers, gifts, sells, or otherwise conveys that dangerous dog must inform the County all of the following within ten (10) business days:
 - 1. The name of the new owner, keeper, or harbinger,
 - 2. The address of the new owner, keeper, or harbinger,
 - 3. A telephone number for the new owner, keeper or harbinger, and,
 - 4. The date the dangerous dog was transferred.

Section 3. Determination That a Dog is Dangerous or Vicious

- A. *Generally.* Upon a complaint, or when he has reasonable suspicion, that a dog is dangerous or vicious, the Animal Services Director or his designee shall make a determination whether or not such dog is dangerous or vicious. Any determination that a dog is dangerous or vicious shall be made in a writing which summarizes the available evidence and which shall be mailed certified mail, return receipt requested, to both the complainant and the dog owner. If the determination is made that the suspect dog is dangerous, or vicious, the written determination shall order compliance with the appropriate provisions of this Part and the Director may impose reasonable conditions to maintain the public health and safety. The Director or his designee shall assess appropriate civil penalties if he determines that violations of this Ordinance have been established and may elect to pursue other remedies authorized by law.
- B. *Appeals from determinations.*

1. Any party having a direct interest in the matter and aggrieved by any determination as provided in this Part may within three (3) business days of receiving such determination appeal such determination in writing, within three (3) business days to the Animal Services Board. The ruling of Animal Services Advisory Board shall be final, subject only to such appeal or certiorari proceeding as may be provided by law to the Superior Court for Pitt County, filed within ten (10) days of the date of the final determination by the Animal Services Advisory Board.
2. Any determination of the Animal Services Director may be appealed to the Animal Services Advisory Board by filing written objections with the Chairman of the Animal Services Advisory Board within three (3) days after such determination. The Animal Services Advisory Board shall schedule a hearing on such appeal within ten (10) business days of the filing of the written objections. The Animal Services Advisory Board shall render its decision as expeditiously as possible after the hearing. It shall deliver it to the parties and any person appearing at the hearing and requesting notice thereof, certified mail-return receipt requested, and file it concurrently with the Animal Services Director and the Office of the Pitt County Attorney.
3. Any appeal hearing before the Animal Services Advisory Board shall be conducted as follows:
 - a. The hearing shall be subject to the Open Meetings Law, and the notice required thereunder shall be posted and given as applicable;
 - b. The parties may appear pro se or be represented by an attorney;
 - c. Any person adversely affected by the appeal may appear and participate fully in the proceeding;
 - d. Participants may make any statements, present any evidence, or offer any witnesses on their behalf, on any relevant issue;
 - e. Participants shall be entitled to the right of cross examination;
 - f. The hearing shall be quasi-judicial in nature and all testimony shall be under oath;
 - g. Any participant shall be entitled to transcribe the proceeding at his own cost;
 - h. The Animal Services Advisory Board may affirm, deny, or affirm with conditions the determination appealed from. Any conditions imposed by the Animal Services Board shall be reasonable, shall be relevant to the issues in the matter, and shall have the effect of promoting the public health, safety and welfare.
 - i. The Animal Services Advisory Board shall announce its decision at an open meeting and render it in writing as expeditiously as possible at or following the hearing. Its decision shall contain findings of fact and conclusions in support of its decision.

Section 4. Registration and Permit Required

- A. *Registration Generally.* Any person owning, keeping, or harboring a dog determined as set forth above to be dangerous shall register such dog with the Animal Services Department within five (5) days of such determination or may, in lieu of any hearing, register such dog voluntarily, which such voluntary registration shall constitute an admission and determination that the dog is dangerous.
- B. *Registration of dog determined to be potentially dangerous or dangerous in other jurisdictions.* Any person transporting a dog determined as set forth above to be potentially dangerous or dangerous

into Pitt County from another North Carolina county or municipality must, within ten (10) days of entry of Pitt County, register said dog with the Animal Services Department.

- C. *Relief from civil penalty.* Voluntary registration of a dangerous dog by the owner, keeper or harbinger thereof prior to a determination that a dog is dangerous, or within five (5) days (I) of an event establishing reasonable cause to believe that a dog is dangerous, or (II) of the acquisition of a dangerous dog, whichever later occurs, shall relieve such person from assessment of a civil penalty for any violation of this Ordinance occurring between such date, event, or acquisition and the date of registration.
- D. *Permanent registration number required.* Each dog registered as set forth above shall be assigned a registration number by the Animal Services Department, and the registered dog must be able to be identified by the registration number in one of the following ways: permanent chip implant, tattoo, microchip, branding, or some other permanent means by or at the expense of the owner, keeper, or harbinger of the dog. No person shall remove such *registration number* once it is assigned and affixed.
- E. *Permits Generally.* After registration of a dangerous dog, or after a determination that such dog is dangerous, no person shall own, keep or harbor such dog thereafter within the territorial jurisdiction of this Ordinance without applying for and obtaining a permit from the Animal Services Department.
- F. *Issuance of permit.* The Animal Services Department shall issue a permit for a dangerous dog only upon submission of a complete, verified application, payment of the permit fee, and a finding by the director or his designee that required arrangements for housing of the dog and other public health and safety provisions are in effect, and that each dog for which a permit is issued does not pose an unreasonable threat to the public health, safety and general welfare if the permittee shall comply with the provisions of this Ordinance and the conditions of the permit. Each permit shall be conditioned on continued compliance with the provisions of this Part and other provisions of law, on continued compliance with and maintenance of the arrangements for housing and safety set forth in the permit application, and any special conditions the Director may deem reasonably necessary to protect the public health, safety and welfare in view of the particular circumstances and history of the dog concerned.
- G. *Temporary permits.* Following the registration of a dangerous dog or the impoundment of such a dog, upon application therefor and for good cause, the Director may issue a temporary permit allowing the owner, keeper or harbinger of a registered dangerous dog to retain possession of such dog or to confine such dog at a veterinary facility or kennel approved by the Director. A temporary permit also may be issued to allow the transport of a dangerous dog from the territorial jurisdiction of this Ordinance. A temporary permit shall be issued subject to the same conditions to which a regular permit is subject and to any other conditions the Director may deem necessary to protect the public health, safety and welfare consistent with the provisions of this Ordinance. A temporary permit shall be valid only until the earlier of its expiration, revocation or the issuance or denial of a permit under the provisions of subparagraph (F).
- H. *Term of permits and renewal thereof.* No permit shall be issued under subparagraph (F) for a term of more than three (3) years but may in the Director's discretion be issued for a shorter period. Permits may be renewed, subject to the same terms and conditions required for initial permits.
- I. *Revocation of permits.* The Director may, upon notice and hearing and for good cause shown, revoke any permit or modify any terms, conditions or provisions thereof. If the Director deems it necessary to protect the public health or safety from any imminent threat or danger thereto, he may, without hearing, suspend any permit or any portion thereof for not more than thirty (30) days. Good cause for revocation or modification of a permit shall include, without limitation, violation of or failure to comply with any provision of this Ordinance or with any term, condition or provision of a permit.

- J. *Inspections.* The Director shall cause periodic inspections to be made of the premises of a permittee to assure compliance with the provisions of this Part and the applicable permit.
- K. *Insurance.* Every person owning, keeping or harboring a dog that has been declared dangerous shall purchase and maintain a policy of liability insurance covering any injury or property damage caused by the dog. Minimum policy limits shall be one hundred thousand dollars (\$100,000.00) personal injury or property damage, per occurrence. Such person shall cause a certificate or declaration of insurance to be furnished to the Director annually. Every calendar day that the required insurance is not in full force and effect shall constitute a violation of this Ordinance.

Section 6. Regulation of Dangerous and Vicious Dogs.

No person shall own, keep or harbor a dangerous or vicious dog except in compliance with all provisions of this Ordinance, including:

- A. *Dangerous Dogs.* Dangerous dogs shall be subject to the following regulations:
1. Such dog shall be kept, secured and restrained while on the real property of the person owning, keeping or harboring it only in the following ways:
 - a. In a building with doors, windows, and other exits securely fastened shut under the supervision and control of a responsible adult person capable of such supervision and control.
 - b. Securely kept in a locked enclosure which has secure sides, top and bottom and is constructed out of materials and in a manner which will preclude escape by the dog and prevent entry by small children. An underground electric fence is not a sufficient method of enclosure.
 - c. While outside a building or enclosure described above, securely leashed with a leash no longer than four (4) feet in length in the hands of and under the control of a responsible and competent person capable of such control and muzzled by a muzzling device sufficient to prevent such dog from biting persons or other animals.
 - d. Notwithstanding the foregoing, a dangerous dog shall not be left unattended on the owner's real property unless the dog is confined indoors, in a securely enclosed and locked pen, or in in a locked enclosure which has secure sides, top and bottom and is constructed out of materials and in a manner which will preclude escape by the dog and prevent entry by small children.
 2. No person owning, keeping, or harboring such a dog shall remove such a dog from the real property of such person except to bring such dog to a veterinarian or to the animal shelter, to remove such dog permanently from the territorial jurisdiction of this Ordinance, or to provide bona fide exercise necessary for the dog's continued good health. In the event of such removal, such dog shall be leashed and muzzled or otherwise securely restrained and muzzled.
 3. Such dog shall be sterilized within 10 days from the final determination that the dog is dangerous.
- B. *Signage.* Any owner of a dangerous dog shall erect a sign (2' x 2') on the enclosure housing said dog which shall read:

BEWARE OF DOG

- C. *Vicious dogs.* No person shall keep or harbor a vicious dog within the territorial jurisdiction of this Ordinance, except as follows:

1. Pending appeal, in the care and custody of a veterinarian, at the owner's sole expense, for the purposes of treatment or quarantine or pending appeal as herein provided of the determination that the dog is vicious, in which case the dog shall be kept and secured by the veterinarian as provided herein for a dangerous dog.
2. Pending appeal, in the custody of the animal shelter, at the owner's sole expense, pending disposition in accordance with the provisions of this Ordinance.
3. Upon exhaustion of all appeals, a vicious dog shall be surrendered to the animal shelter to be humanely disposed of in accordance with the rules and regulations of the animal shelter.

Section 7. Impoundment of Dangerous Dogs

- A. *Apprehension and surrender.* Upon an initial determination or upon registration of a dog to be dangerous, or if the Director has reasonable suspicion to believe that a dangerous dog is being kept or harbored within the territorial jurisdiction of this Ordinance in violation of it or of a permit issued hereunder, Animal Services Officers and law enforcement officers of Pitt County and of any municipality subject to this Ordinance shall impound such dog. It shall be a violation of this Ordinance to fail or refuse to surrender such dog to such officers upon their lawful demand. The officer impounding such a dog shall deliver the same to the animal shelter.
- B. *Confinement.* A dog impounded by or surrendered to an Animal Services Officer or law enforcement officer as provided herein shall be confined in the animal shelter or, upon request of the owner, keeper or harbinger of the dog, or a permittee hereunder, and at such person's expense, at a private veterinary facility or kennel approved by the Director, subject to the following conditions:
 1. *Costs of impoundment.* Impoundment shall be at the expense of the owner, keeper or harbinger of the dog, or of the permittee. Costs of impoundment at the animal shelter shall be paid by the person liable therefor at the daily rate therefore. The costs of impoundment at a veterinary facility or kennel shall be paid by the person liable therefore pursuant to the terms of the agreement between such person and the proprietor of such facility or kennel. In no event shall Pitt County or any municipality subject to this Ordinance be liable for or pay for impoundment at such private facility or kennel.
 2. *Release from impoundment.* No such dog shall be released from impoundment as provided herein except upon registration of such dog and issuance as provided herein of a permit or temporary permit allowing such release. No such dog shall be released from the animal shelter until costs of confinement of such dog, any registration and permit fees for such dog, and any civil penalties assessed in connection with such dog have been paid in full.
 3. *Disposition of unclaimed or abandoned dogs.* The following dogs impounded at the animal shelter pursuant to this Ordinance shall be deemed abandoned and disposed of in accordance with the provisions of this Ordinance and the rules and regulations of the animal shelter:
 - a. Any dog which remains unclaimed by its owner, keeper or harbinger or permittee thereof for a period more than ten (10) days or a period of lawful quarantine, whichever is longer.
 - b. Any dog claimed by its owner, keeper or harbinger, which is confined for a period in excess of ten (10) days, or a period of lawful quarantine, whichever is longer, during which no application has been made for a permit or temporary permit; provided, however, the Director shall extend such time upon a showing of justifiable delay in such action by the owner, keeper, harbinger or permittee thereof.

Section 8. Violations, Penalties and Other Remedies

- A. *Violations.* Each act or conduct prohibited by this Part and each failure to comply with a mandatory provision of this Part shall constitute a violation. Each day's continuing act or conduct prohibited hereby and each day's continuing failure to comply shall constitute a separate and distinct offense. Violations shall subject the violator to civil penalties and to other remedies allowed by law. For the purposes of assessing civil penalties, violations of this Part are classified as follows:

1. *Class I violations:*

- a. Failure to report an event for which a report is required.
- b. Failure to register a potentially dangerous, dangerous or vicious dog as required.
- c. Any other violation not otherwise classified in this Section.

2. *Class II violations:*

- a. Keeping or harboring a vicious dog within the territorial jurisdiction of this Ordinance in violation of this Ordinance.
- b. Keeping or harboring a dangerous dog within the territorial jurisdiction of this Ordinance in violation of terms, conditions and provisions of a permit or of the housing and restraint requirements of this Ordinance.
- c. Failure to surrender a potentially dangerous or dangerous dog to an Animal Services Officer or law enforcement officer for impoundment as required by this Ordinance.
- d. Willfully or negligently allowing a potentially dangerous, dangerous or vicious dog to leave the premises where it is required to be kept and harbored.

3. *Class III violations:*

- a. Willfully or negligently allowing a potentially dangerous, dangerous or vicious dog to leave the premises where it is required to be kept and harbored, when such dog has thereafter committed an attack or a biting.
- b. Refusal to surrender a vicious dog to an Animal Services Officer or law enforcement officer for impoundment as required by this Ordinance.
- c. Failure to maintain insurance as required herein.

- B. *Civil penalties.* The following civil penalties shall be assessed for each class of violation:

1. *Class I violations:*

- a. One hundred dollars (\$100.00) for each day of a violation.

2. *Class II violations:*

- a. Two hundred dollars (\$200.00) for each day of a violation.

3. *Class III violations:*

- a. Three hundred (\$300.00) for each day of a violation.

Section 9. Administrative Provisions

- A. *Responsibility.* The Director shall administer and enforce this Ordinance and shall promulgate rules and regulations for such administration and enforcement as may be necessary or desirable to such end.
- B. *Citations assessing civil penalties.* The Director or any Animal Services Officer shall have authority to investigate alleged or suspected violations of this Ordinance and upon the determination by such person, based on observation or other evidence, that a violation has occurred, each such person shall have the authority to issue a written citation for violation of this Ordinance and to assess a civil penalty in the amount due. Such citation shall be mailed the violator by an Animal Services Officer, a law enforcement officer, certified mail, return receipt requested, addressed to the last known address of the violator, or shall be personally delivered to the violator or to some responsible person at the violator's residence. Service shall be complete upon personal delivery as provided herein or upon execution of a receipt for the certified mail by the violator or his agent in the event of such service. If a civil penalty duly assessed is not paid when due, the Director shall initiate an action in a court of competent jurisdiction to collect such amount due.
- C. *Authority to enter upon premises.* Animal Services Officers shall have authority to enter into and inspect any premises, dwellings, rooming units, barns and other outbuildings, any part of the curtilage thereof, or any yard or other enclosure to (I) conduct any investigation of a dog alleged or suspected of being dangerous or vicious, or (II) apprehend a dog determined to be dangerous or vicious or as which there is reasonable suspicion to believe is dangerous or vicious, or (III) to investigate any violation of this Ordinance, or (IV) to serve a citation upon a person for violation of this Ordinance. Notwithstanding the foregoing, any Animal Services Officer shall only make such entry upon consent, pursuant to an administrative search warrant under G.S. 15-27.2, or otherwise as authorized by law.
- D. *Authority to immobilize or kill a dangerous or vicious dog.*
1. If in the course of investigating, apprehending or otherwise taking custody a dangerous or vicious dog, or a dog as to which there is reasonable suspicion to believe is dangerous or vicious, such dog is not securely restrained and an Animal Services Officer or a law enforcement officer has reasonable cause to believe the dog poses an imminent risk of serious physical injury or death to any person or domestic animal, said officer shall have authority to render such dog immobile by means of tranquilizers or other safe drugs or, if that is not safely or timely possible under the circumstances, then said officer may humanely dispose of said dog.
 2. If a dangerous or vicious dog impounded in the animal shelter cannot be cared for or handled without risk of serious physical injury or death to persons caring for or handling such dog or to other animals, an Animal Services Officer shall have the authority to render such dog immobile by means of tranquilizers or other safe drugs or, if that is not safely or timely possible under the circumstances, then said officer may humanely dispose of said dog.
 3. An Animal Services Officer may humanely dispose of any dog being investigated under the provisions of this Ordinance at the request of or with the consent of its owner, keeper, or harborer.

Section 10. Computation of Time

In computing any period of time prescribed or allowed by this Part, the day of the act or event after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday or legal holiday when the Pitt County Animal Shelter is closed, in which event the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday when the Pitt County Animal Shelter is closed. When the period of time prescribed is less than seven days, intermediate Saturdays, Sundays and holidays shall be excluded in the computation.

Part V. Large Commercial Breeders

Section 1. - Standards of care for large commercial breeders.

- A. Any large commercial breeder shall provide the following for each animal owned, kept, or maintained by that person:
1. Exercise on a daily basis outside of the animal's primary enclosure.
 2. Fresh food and water daily.
 3. Fresh food provided at appropriate intervals to maintain a healthy weight.
 4. Appropriate veterinary care, including routine and preventative care.
 5. Daily assessment of each animal's overall health and behavior.
 6. Appropriate and prompt treatment or attention to any deviation in health.
 7. Preventative care sufficient to keep animals free from internal and external parasites.
 8. When necessary, euthanasia performed humanely by a licensed veterinarian or Animal Services.
 9. A primary enclosure that:
 - a. Is constructed and maintained so that animals are securely confined;
 - b. Does not cause injury to the animals;
 - c. Protects the animals from extreme weather conditions;
 - d. Is maintained in a sanitary manner;
 - e. Is large enough that each animal can sit, stand, lie down, or turn around comfortably with no overcrowding. Minimum space requirements shall comply with the following formula:
 - i. $(\text{Length of the animal in inches} + 6) \times (\text{length of animal in inches} + 6) = \text{required floor space in inches per animal,}$
 - ii. $\text{Required floor space in inches} / 144 = \text{required floor space in square feet,}$
 - f. Allows for all animals to be removed from the enclosure during cleaning; and
 - g. Solid flooring that provides solid footing.
 10. No more than four (4) dogs or (4) cats shall be housed in the same primary enclosure without supervision.
 11. Lighting that provides a regular lighting cycle for the animals.
 12. Shall keep the whole facility and enclosures clean and free from debris and odor, shall remove feces and dispose of the same as frequently as necessary, and any bedding materials made available to the animals shall be clean and not pose a threat to the health and welfare of the dogs and/or cats.

- B. All large commercial breeders must register with Pitt County Animal Services.
- C. All breeders must complete an annual application and pay an annual nonrefundable registration fee of fifty dollars (\$50.00).
- D. Upon submission of the annual application and registration fee to Animal Services, all applicants must provide Animal Services sufficient documentation to show compliance with this subsection before any permit allowing any large breeder operation will be issued.
- E. All breeders are subject to annual and random inspections by Pitt County Animal Services. All random inspections are performed at the discretion of Pitt County Animal Services.
- F. Upon request of an animal services officer, the breeder shall furnish to animal services all medical records of all animals owned by the breeder.
- G. The provisions of this section are in addition to, and not in lieu of, any other law protecting the welfare of animals.
- H. This section shall not be construed to place any numerical limits on the number of dogs or cats a person may own when those animals are not being used for breeding.
- I. This section does not apply to kennels operated solely for the purpose of boarding dogs or cats or kennels exclusively used for training dogs or cats for hunting, sporting, field trials, or show.
- J. This Part shall go into effect one year after the passage of this ordinance.
- K. Pitt County Animal Services Department is tasked with educating and distributing material to any large commercial dog and/or cat breeder which state the County's guidelines, and how to comply with said guidelines.

Part VI. Exotic and Dangerous Exotic Animals

Section 1. Registration Period of One Year for Dangerous Exotic Animals.

- A. Dangerous Exotic Animals as defined by this Ordinance shall be registered with Pitt County Animal Services within one year from the date this Ordinance is adopted.
- B. An owner of a dangerous exotic animal must complete a registration application, which shall be supplied by the Director. The application, once completed, shall contain the following information:
 - 1. Name, address and telephone number of the applicant.
 - 2. A description of the animal, including species, sex and body weight.
 - 3. The address of the premises where the animal will be kept.
 - 4. Proof of the applicant's ability to respond in damages for bodily injury or death of any person or for damages to property owned by another person which may result from the ownership, keeping or maintenance of such animal. Proof of ability to respond in damages shall be given by filing with the Animal Services Director a certificate of insurance from an insurance company authorized to do business in the state, stating that the applicant is insured by a policy with a minimum coverage of one hundred thousand dollars (\$100,000.00) per claim to compensate persons for personal injury and property damage. In lieu of insurance the owner may post with the health director a surety bond in the same amounts conditioned upon payment of such damages. Such certificate of insurance or bond shall provide that no cancellation of the

insurance or bond will be made unless ten (10) days' written notice is first given to the Animal Services Director.

- C. The Animal Services Director shall issue a permit to any applicant who submits a complete application meeting the requirements of this Section. Permits issued under this Section are not transferable.

Section 2. Ban of Dangerous Exotic Animals Not Registered Within One Year.

No person may own or possess any dangerous exotic animal within one year after this Ordinance is adopted unless the owner possesses a valid permit issued under Section 1.

Section 3. Exemption

This section shall not apply to lawfully operated and located pet shops, zoological gardens, scientific research laboratories, circuses, veterinarians, or travelling zoos, or zoos harboring such animals for purposes of providing professional medical treatment, wildlife rehabilitators with proper permits, or exhibitors licensed by the United States Department of Agriculture displaying such animals for educational purposes, provided that the animals are maintained in a manner so as to prevent escape.

Adopted this the 7th day of March, 2022.

Chairman Signature

Attest:

Clerk to the Board



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: September 14, 2026

Presenter: Terri L. Parker, Town Manager

Item to be Considered

Subject: School Resource Officers Agreement with Pitt County Schools.

Action Requested: Council Approval of SRO Agreement with Pitt County Schools Pending Town Attorney Review.

Attachment: SRO Agreement with Pitt County Schools.

Prepared By: Terri L. Parker, Town Manager

Date: 8/26/2026

ABSTRACT ROUTING:

☒ TC: 9/8/2026

☒ TM: 9/8/2026

☒ Final: tlp - 9/8/2026

Supporting Documentation

Attached please find the Agreement with Pitt County School for the provision of three (3) School Resource Officers (SROs) (Winterville employees) for WH Robinson Elementary, Creekside Elementary, and AG Cox Middle School.

This Agreement is approved annual and the School System reimburses the Town for each SROs' salary and benefits. The Town provides the vehicle and equipment.

Staff requests approval of the Agreement pending Town Attorney review.

Budgetary Impact: Reimbursement to the Town of no more than \$281,777.30 during FY 26-27.

Recommendation: Staff recommends Council approve the SRO Agreement with Pitt County Schools Pending Town Attorney Review.

NORTH CAROLINA

PITT COUNTY

**WINTERVILLE POLICE DEPARTMENT
SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT
2026–2027**

This Winterville Police Department School Resource Officer Program Agreement for the 2026–2027 School Year (“Agreement”) is made and entered into this the ___ day of June, 2026, by and between The Pitt County Board of Education, a body politic and corporate, organized and existing under the laws of the State of North Carolina (the “School System”) and the Town of Winterville, a municipal corporation in the State of North Carolina (the “Town”) (individually “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, the Town has established, organized, and maintained an accredited law enforcement agency, the Winterville Police Department (“WPD”), with territorial jurisdiction and all law enforcement powers as authorized by statute, case law, and the common law of the State of North Carolina within the corporate limits of the Town, pursuant to N.C.G.S. § 160A-281 and N.C.G.S. § 160A-285;

WHEREAS, the School System currently serves more than 23,000 students in 37 schools in Pitt County;

WHEREAS, the Parties have a close working relationship and desire to create a safe and secure environment on the campuses of the School System which are located within the corporate limits of the Town;

WHEREAS, this Agreement establishes the Parties’ duties and obligations concerning the Town’s involvement in the School System’s School Resource Officer (“SRO”) Program (the “SRO Program”) utilizing WPD officers in and upon the School System’s schools, which are located within the corporate limits of the Town and are part of this Agreement;

WHEREAS, the Parties recognize the benefits of the Town’s participation in the SRO Program;

WHEREAS, the Town agrees to provide to the School System and manage three (3) full-time SROs and provide supplies and equipment necessary to support the SROs, and the School System agrees to reimburse the Town for its expenses in providing the said SROs for the SRO Program, as set forth herein; and

WHEREAS, the Parties desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the Parties pursuant to the SRO Program.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein below, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Goals and Objectives. The Parties share the following goals and objectives regarding the SRO Program.

- 1.1 To provide a safe, inclusive, and positive learning environment for students, educators, principals and assistant principals (individually “school administrator” and collectively “school administrators” unless otherwise stated), volunteers, and other members of the school community; and
 - 1.2 To foster an efficient and cohesive SRO program that will build positive relationships between law enforcement officers and school administrators, parents, and students.
- 2.0 **SRO Program Manual.** To effectuate the goals and objectives of the SRO Program, the Parties have developed and agree to be bound by the terms set forth in an SRO Program Manual which establishes standards governing SRO conduct and the relationship between the SROs and school administrators. The SRO Manual is attached hereto as **Attachment A** and is hereby incorporated into this Agreement.
 - 2.1 No later than October 31, 2026, school administrators at schools where SROs are assigned and SROs must read the SRO Manual and execute an Acknowledgement. The Acknowledgement is attached hereto as **Attachment B** and is hereby incorporated into this Agreement.
 - 2.2 The Parties agree that their employees will adhere to the conditions set forth in the SRO Manual.
 - 2.3 Nothing in this Agreement shall be construed to bar additional training to foster collaboration between school administrators and SROs or for any other purpose deemed necessary by the Parties.
- 3.0 **The Town’s Obligations.**
 - 3.1 The Town agrees to employ three (3) SROs during the term of this Agreement for primary placement at A.G. Cox Middle School, W.H. Robinson Elementary School, and Creekside Elementary School. The SROs assigned by the Town may be assigned to and used among any and all public schools within the jurisdiction of WPD. The assignments can be changed upon agreement by the Parties.
 - 3.1.1 In the event that the SROs serving under this Agreement shall cease to serve as SROs, the Town shall, with written approval from the School System, provide a replacement WPD officer or replacement officers to continue the Town’s obligations as herein stated for the remaining term of the Agreement at no change in monthly reimbursement due under the Agreement for the remainder of the term.
 - 3.1.2 It is expressly understood and agreed that temporary absences by the SROs shall be minimized to the greatest extent possible during the school year. In the event an SRO is temporarily absent from work, the Town shall provide notice of the SRO’s absence to the affected school administrators and the School System’s Security Department (“Security Department”) pursuant to Section 8.0 herein.

- 3.1.3** If an SRO's temporary absence was not scheduled in advance (e.g. sickness, death of a family member, medical emergency, etc.) or the SRO is absent from work for a scheduled absence (e.g. vacation, continuing education, etc.), the Town, to the extent reasonably practicable, agrees to assign another officer to substitute for the SRO. In no event, shall the School System be without a certified law enforcement officer for more than five (5) consecutive school days, and on any day that the School System is without a replacement certified law enforcement officer, the Town will increase patrols in the vicinity of the SRO's assigned schools, walkthrough the SRO's assigned schools at least three times per day during each day that the SRO is absent, and shall have an officer meet at least once daily with school administration to discuss any concerns.
- 3.1.4** Except as otherwise may be required by the Town in its sole discretion to address a serious emergency, the Town should not utilize the SROs during the designated workday for duties other than those set forth in this Agreement.
- 3.2** The Town agrees to provide and administer the SROs' salaries and employment benefits in accordance with the applicable salary schedules and employment practices of the Town, including but not necessarily limited to: sick leave, annual leave, retirement compensation, workers' compensation insurance, dental insurance, and health insurance. The SROs shall be subject to all other personnel policies and practices of the Town. To the extent that there are conflicts between Town policy related to salary and employment benefits and the terms and conditions of this Agreement, Town policy related to salary and employment benefits shall control.
- 3.3** The Town shall only assign SROs to the School system who meet all of the following basic qualifications:
- 3.3.1** Have at least three (3) years of law enforcement experience, unless this requirement is waived by the Parties.
- 3.3.2** Complete an SRO training course which is approved by the North Carolina Criminal Justice Education and Training Standards Commission. If the SRO does not possess certification of completion of an SRO training course which is approved by the North Carolina Criminal Justice Education and Training Standards Commission, the Town will ensure that the SRO participates in the next available SRO training course offering which is approved by the North Carolina Criminal Justice Education and Training Standards Commission to obtain this certification.
- 3.3.3** Complete Crisis Intervention Training ("CIT") certification through an accredited college, or other CIT provider approved by the Town. If the SRO does not possess CIT certification, the Town will ensure that the SRO participates in the next available course offering to obtain CIT certification.
- 3.3.4** Possess knowledge of the applicable federal and state laws, Town and Pitt County ordinances, and the School System's policies and regulations.

- 3.3.5** Be capable of conducting in-depth criminal investigations and investigations of delinquencies.
 - 3.3.6** Possess an even temperament.
 - 3.3.7** Be capable of setting a good example for students.
 - 3.3.8** Receive annual training in school-based violence.
 - 3.3.9** Possess positive experience working with youth and/or in a school setting and should be willing and able to serve as mentors for students.
 - 3.3.10** Have no substantiated evidence of harassment, discrimination, improper use of force, or other serious performance issues in his or her work history that would make the officer inappropriate for performing duties as an SRO.
 - 3.3.11** Possess communication skills that would enable the officer to function effectively within the school environment.
- 3.4** The Town acknowledges that the requirements of N.C.G.S. § 115C-332.1 apply to this Agreement. The Town shall conduct an annual check of all sworn law enforcement officers assigned as SROs on the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The Town certifies that no individual may provide services to the School System under this Agreement if he or she appears on any of the herein stated sex offender registries.
- 3.5** The Town agrees to provide each SRO with all equipment which is not school-specific, including but not limited to the following equipment:
 - 3.5.1** The standard issue firearm and rounds of ammunition for each SRO.
 - 3.5.2** Office supplies and forms required in the performance of each SRO's duties.
 - 3.5.3** Appropriate Town vehicles to perform the duties and assignments under this Agreement.
- 3.6** The Town shall ensure that the SROs maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in addition to any training and certifications required for SROs. Except in rare circumstances when training is not otherwise available, all training shall be conducted during the summer months when school is not in session.
- 3.7** The Town shall designate a regularly employed law enforcement officer ("SRO Supervisor") to supervise the assigned SROs and to coordinate the functions of the SROs in the SRO Program with the Security Department. The duties of the SRO Supervisor shall include ensuring SRO compliance with directives and policies of the Town and the School System, coordinating SRO scheduling and work hours (e.g. vacation requests, sick leave, training, etc.), communicating all emergencies or any

other useful information to the School System's Security Town, communicating any temporary SRO replacements with the name of the officer and contact information to the School System's Security Town, addressing concerns and complaints regarding performance and conduct of SROs in collaboration with the School System and in accordance with Town protocols.

- 3.8** The Town shall ensure that the SRO Supervisor and any other required representatives attend meetings with School System to discuss issues relevant to the SRO Program and its operations. The Town shall also ensure that the SRO meets with School System personnel at least once annually to discuss issues relevant to the SRO Program and its operations. The School System shall ensure that the scheduling of the herein stated meetings does not conflict with the Town's needs, including SRO assignments.

- 3.8.1** The School System shall provide annual training to the SROs no later than September 30, 2026. This annual training shall include training on the School System's behavioral support and discipline policies, the School System's SRO policies and procedures, a discussion of the School System's commitment to using its policies to ensure a safe and orderly educational environment and the fair and equitable treatment of all students when addressing student behavior, the role of SROs in making disciplinary referrals when necessary, the limited role of SROs within the School System's behavioral support and discipline system, and the documentation that must be developed and maintained by SROs in the SRO Program. Additionally, the School System will provide annual training to SROs on Behavioral Threat Assessment and Management.

4.0 The School System's Obligations.

- 4.1** The School System shall reimburse the Town for the SROs provided at a total annual cost of **TWO HUNDRED EIGHTY-ONE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS and 30/100 (\$281,777.30)**. The School System shall reimburse the Town in twelve (12) monthly payments payable in advance or on the day before the last day of each month starting July 1, 2026 and continuing through June 30, 2027. Overtime and additional duty assignments are not included in this reimbursement and may not be added to the monthly invoice or invoiced separately.

- 4.1.1** If an SRO ceases to serve as an SRO and no replacement is appointed and assigned by the Town for the remainder of the term of this Agreement, monthly payments due from the School System pursuant to paragraph 4.1 will be reduced accordingly.

- 4.1.2** Except as provided in Section 4.2.2, in the event an SRO is absent or unable to perform the duties under this Agreement, the reasons for such absence or unavailability are not attributable to the School System (either the Town requires the SRO to be absent or the SRO is absent due to sickness, disability, otherwise not available), and the Town fails to provide the School System with adequate supplemental coverage as set forth in Section 3.1.3, then the School System may reduce the compensation payable to the Town under this Agreement on a prorated basis and such reduction shall be credited or repaid to the School System.

- 4.1.3** In the event of an emergency when an SRO is ordered by the Town to leave his/ her school duty station during normal duty hours as described in Section 3.1.4 above and to perform other services for the Town, the time spent shall not be considered hours worked under this Agreement. In such an event, the monthly compensation paid by the School System to the Town shall be reduced by the number of hours of SRO services not provided to the School System or the hours shall be made up in a manner determined by mutual agreement of the Parties.
- 4.2** The maximum number of hours that the SROs shall be on-duty in a work day under this Agreement shall not exceed the maximum number of hours allowed by APD's policy. Specific SRO duty hours at a particular school shall be set by mutual agreement between the School System, at the direction of the principal of the school to which the SRO is assigned, and the Town. The duty hours shall begin when an SRO arrives at the destination assigned by the principal and shall end when the SRO leaves the destination assigned by the principal, thereby ending the SRO's work day. The actual duty hours for each officer shall be recorded on time sheets provided by the Town, and the principal or the principal's designee of the school to which the SRO is assigned shall review and sign the time sheet of the SRO each work period. The principal, or the principal's designee of the school to which the SRO is assigned, shall approve in writing any overtime of any SRO, and such overtime costs shall be reimbursed by the School System to the Town upon receipt of proper documentation. The principal of the school to which the SRO is assigned shall provide the Town with an executed copy of the approved overtime for any SRO and the amount of overtime approved. Such overtime will be compensated as indicated below and pursuant to personnel policy and practices of the Town and WPD ("Town policy") and overtime regulations contained in the Fair Labor Standards Act.
- 4.2.1** The Parties agree any overtime hours worked during an SRO's pay period shall be compensated by the Town at the rate of time and one half for the overtime hours worked unless the SRO is permitted to adjust the SRO's work schedule during that same pay period to reduce or eliminate the extra work hours, or a combination of both overtime pay and time off as agreed by the School System, the SRO, and the Town.
- 4.2.2** Subject to the approval of the School System and Town, if an SRO elects to adjust the work schedule by taking time off to reduce or eliminate the extra work hours during a pay period, the Town will not be required to provide a law enforcement officer as a substitute, nor may the School System reduce the compensation paid to the Town for the time off taken by the SRO.
- 4.2.3** It is understood and agreed that time spent by an SRO attending court cases arising from and/or out of his/ her employment as an SRO shall be considered as hours worked under this Agreement.
- 4.3** The School System agrees to provide each SRO with the following:

- 4.3.1 Suitable accommodations at school (i.e. a lockable room with limited access, telephone, desk, chair, computer, and filing cabinet).
- 4.3.2 A radio with all school frequencies.
- 4.3.3 Keys and key-card access and/or other identification to all assigned schools.
- 4.3.4 Reasonable opportunities to address students, teachers, school administrators, and parents about criminal justice, safety, and security issues.
- 4.3.5 A dedicated parking space in an approved location for the SRO patrol car.
- 4.3.6 A School System-issued cell phone.

5.0 Employment, Assignment, and Control of School Resource Officers.

- 5.1 The SROs under this Agreement will be employees of the Town and not employees of the School System. The SROs will be subject to the administration, supervision, and control of the Town, except as such administration, supervision, and control is subject to the terms and conditions of this Agreement.
- 5.2 The Town, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SROs. However, the School System shall evaluate annually the SRO Program and the performance of the SRO on forms developed jointly by the Parties and attached hereto as **Attachment C**. Attachment C is hereby incorporated into this Agreement. It is further understood that the School System's evaluation of an SRO is advisory only and that the Town retains the final authority to evaluate each SRO.
- 5.3 In addition to annual evaluations as herein stated, school administrators have been instructed by the School System to immediately advise the Security Specialist, John Jenkins, of the Security Department (the "Security Specialist"), in writing, if an SRO is not effectively performing his or her duties or responsibilities, and/or receives a complaint from a staff member, student, parent, or other member of the school community about actions or conduct of the SRO. The Security Specialist will report written complaints to the SRO Supervisor, provide a copy of the written complaint to the SRO Supervisor, undertake an investigation into the allegations of the complaints, prepare a written investigative report which shall include findings of the Security Department's investigation ("Security Department investigative report"), and shall provide the SRO Supervisor with a copy of the Security Department investigative report.
 - 5.3.1 If a school administrator observes or is advised that an SRO is continuing to engage in conduct that was the subject of a written complaint or a school administrator makes a third written complaint within two (2) academic years to the Security Department about the SRO and the allegations of this third written complaint within two (2) academic years is substantiated by the Security Department in a Security Department investigative report, the Security Department shall then recommend to the SRO Supervisor that the SRO be removed from the SRO Program, shall prepare a written report

recommending removal, which shall include the factual basis for the recommendation and contain the written approval by the School System's Superintendent ("Security Department removal recommendation report"), and shall provide the SRO Supervisor with a copy of the Security Department removal recommendation report.

5.3.2 Upon receipt of the Security Department removal recommendation report and if upon review by the Town, there is verifiable, documented evidence of ongoing performance issues that have persisted despite the SRO being provided notice and an opportunity to improve, the Town shall agree to remove the SRO from serving in the SRO Program.

5.3.3 In addition, if the Security Department documents SRO misconduct that threatens the health or safety of students or staff, the Security Department will immediately notify the SRO Supervisor of the SRO's misconduct and provide copies of such all records documenting such misconduct. The Town shall promptly remove the SRO from serving in the SRO Program until the completion of the Town's review of the misconduct as alleged, consistent with the Town's policies and ordinances and this Agreement.

5.3.4 Notwithstanding the foregoing, nothing in this Agreement shall prohibit the School System's Superintendent from preventing the access of any individual, including the assigned SRO, to School System property if the School System's Superintendent determines it is in the best interest of the health and safety of students. Likewise, the Town reserves the right to remove the SRO from duty as an SRO in the SRO Program.

5.3.5 Additionally, notwithstanding the foregoing, the School System understands that any and all information communicated or otherwise provided to the Town and/or gathered by the Town regarding a School System-initiated complaint or otherwise regarding the SRO, including but not limited to the School System's annual evaluation of the SRO and/or the results of any School System investigation, is part of the SRO's personnel file, is confidential pursuant to N.C.G.S. § 160A-168, and is not subject to inspection except as allowed by N.C.G.S. § 160A-168(c).

5.4 The School System reserves the right to request that the contract services of an individual SRO be terminated if the principal-SRO relationship cannot, in the discretion of the School System, be successfully negotiated.

6.0 Insurance and Indemnification.

6.1 While working as SROs in the SRO Program, the SROs shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payment of judgments) as a law enforcement officer normally possesses. While on duty at a school location, the SROs shall respond to requests and suggestions by the principal, but shall remain subject to the lawful operational commands of his / her superior officers in the Town.

6.2 Except as may be provided for a remedy for breach of the financial obligations of this Agreement:

6.2.1 To the fullest extent permitted by law, the School System shall indemnify and hold harmless the Town, its officials and officers (elected and non-elected), employees, agents, representatives, and consultants against any liability arising out of or in connection with any of the operations or obligations of the School System, including but not limited to any said operations or obligations subcontracted or assigned to a different person or entity from any and all claims, demands, damages, losses, lawsuits, and other proceedings, judgments, causes of action, liabilities, civil penalties, charges, costs, and expenses, including without limitation attorneys' fees, which are attributable to bodily or personal injury, sickness, disease, or death, or to injury to or destruction of tangible property caused by acts or omissions of the School System or anyone for whose acts the School System may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section.

6.2.2 Likewise, to the fullest extent permitted by law, the Town shall indemnify and hold harmless the School System, its officials and officers (elected and non-elected), employees, agents, representatives, and consultants against any liability arising out of or in connection with any of the operations or obligations of the Town, including but not limited to any said operations or obligations subcontracted or assigned to a different person or entity from any and all claims, demands, damages, losses, lawsuits, and other proceedings, judgments, causes of action, liabilities, civil penalties, charges, costs, and expenses, including without limitation attorneys' fees, which are attributable to bodily or personal injury, sickness, disease, or death, or to injury to or destruction of tangible property caused by acts or omissions of the Town or anyone for whose acts the Town may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section.

6.3 The Town shall hold the School System free, harmless, and indemnified from and against any and all claims, suits, or causes of action arising out of allegations or unfair or unlawful employment practices brought by the SRO, which are attributable solely to the Town.

7.0 **Term of the Agreement.** The term of this Agreement is one (1) year commencing on July 1, 2026 and ending on June 30, 2027.

8.0 **Notice.** Any notice or other communication provided for herein by a Party shall be in writing and served upon the other Party by either (A) hand-delivery, (B) electronic mail or facsimile transmission, and/or (C) by overnight courier service (with all fees prepaid) to the receiving

Party as follows, or to any other address which either Party may hereafter designate for itself in writing:

FOR THE TOWN

Town of Winterville
2751 Railroad Street
Winterville, NC 28590
Telephone: (252) 215-2395
Facsimile: (252) 215-2461
Email: Charles.Hamilton@wintervillenc.com
(Charles Hamilton, Lieutenant)

With a Copy to:

Town of Winterville
2751 Railroad Street
Winterville, NC 28590
Telephone: (252) 215-2340
Facsimile: (252) 215-2451
Email: terri.parker@wintervillenc.com
(Terri Parker, Town Manager)

FOR THE SCHOOL SYSTEM

Pitt County Schools
School Security Department
300 Sylvania Street
Winterville, North Carolina 28950
Telephone: (252) 830-2313
Facsimile: (252) 830-1277
Email: jenkinj@pitt.k12.nc.us
(John Jenkins, Security Coordinator)

With a Copy to:

The Pitt County Board of Education
1717 West Fifth Street
Greenville, North Carolina 27834
Telephone: (252) 830-4227
Facsimile: (252) 830-0099
Email: ehodson@pitt.k12.nc.us
(Emma J. Hodson, Attorney for The Pitt
County Board of Education)

If either Party hereto changes its address or other contact information for purposes of this Agreement, the Party so changing shall give the other Party appropriate written notice of change of address in the manner specified above.

- 9.0 Termination of Agreement.** This Agreement may be terminated by either Party with or without cause (for convenience) upon sixty (60) days' written notice to the other Party as provided in Section 8.0 herein. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the Town for all services performed prior to the date of termination.
- 10.0 Arm's Length Negotiation.** The Parties further agree that this Agreement is to be deemed to have been prepared jointly by the Parties hereto, after arm's length negotiations, and that any ambiguity or uncertainty existing herein, if any, shall not be interpreted against the other Party. The Parties further agree to sign any and all instruments or documents necessary to carry out the full purpose and intent of this Agreement. This Agreement shall be binding upon the Parties and their successors in interest.
- 11.0 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, related to the subject matter of this Agreement.
- 12.0 Amendment and Modification.** This Agreement may be modified or amended by mutual consent of the Parties as long as the amendment is executed in the same fashion as this Agreement. Notwithstanding the foregoing, the Parties may develop additional policies and

procedures by consent to implement this Agreement, including but not limited to policies and procedures regarding reporting requirements and sharing information between the School System and the Town. Further, each Party may develop internal policies and procedures to implement their respective obligations under this Agreement.

- 13.0 Consideration.** For and in consideration of the Town providing the SROs for participation in the SRO Program as described herein, the School System agrees to reimburse the Town for the cost of the SROs, as described in this Agreement.
- 14.0 Severability.** The non-enforceability or illegality of any provision of this Agreement shall not render the other provisions unenforceable, illegal, or invalid.
- 15.0 Headings.** The paragraph headings contained herein are only for convenience and reference, and are not intended to be part of this Agreement or in any manner to define, limit, or describe the scope and intent of this Agreement for the particular paragraph to which they refer.
- 16.0 E-Verify Compliance.** The Parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if either Party utilizes a subcontractor, the Party shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Parties represent that they and their subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 17.0 Governing Law; Venue.** This Agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Pitt County, North Carolina.
- 18.0 No Third Party Benefits.** There are no third party beneficiaries to this Agreement. Nothing in this Agreement shall create or give to third parties any claim or right of action against either of the Parties, or their employees, agents, contractors, officers, officials, governing boards, or successors in interest.
- 19.0 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed the day and year first written above.

[Remainder of Page Left Blank Intentionally. Signature Page Follows.]

THE PITT COUNTY BOARD OF EDUCATION

TOWN OF WINTERVILLE

Steve M. Lassiter Jr.
Superintendent

Terri L. Parker
Town Manager

Aaron Errickson
Executive Director of Operations

Charles Hamilton
Lieutenant

APPROVED AS TO FORM:

Emma J. Hodson
Attorney for The Pitt County Board of
Education

E. Keen Lassiter
Town Attorney

PRE-AUDIT CERTIFICATION:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Renee Dunn
Interim Financial Officer, Pitt County Schools

Date

ATTACHMENT A

**PITT COUNTY SCHOOLS
SCHOOL RESOURCE OFFICER PROGRAM MANUAL
2026-2027**

SCHOOL RESOURCE OFFICER PROGRAM MANUAL

2026-2027

I. Goals of the SRO Program, Purpose of this Manual, and Prohibition on Unlawful Discrimination

The Pitt County Board of Education is grateful for strong relationships with seven law enforcement agencies. Through the Board's partnerships with the Ayden Police Department, East Carolina University Police Department, Farmville Police Department, Greenville Police Department, Grifton Police Department, Pitt County Sheriff's Office, and Winterville Police Department, Pitt County Schools is able to have an efficient and cohesive School Resource Officer ("SRO") Program with the primary goals of (1) providing a safe, inclusive, and positive learning environment for all students, educators, administrators, volunteers, and other members of the school community and (2) building positive relationships between law enforcement officers and school administrators, parents, and students.

The purpose of this manual is to ensure that key stakeholders (i.e. principals, assistant principals, central office staff, and SROs) have a clear understanding of the role and duties of SROs, the role and duties of school system administrators, how SROs and school system administrators should collaborate to achieve the goals of the SRO program, and limitations on the relationship between SROs and the school system.

All key stakeholders should be aware that the SRO Program is to be operated without discrimination against any person on the basis of sex, gender, race, color, religion, national origin, age or disability. Under no circumstances will any stakeholder, the Board, or representative of the law enforcement agencies supplying SROs engage in any conduct in violation of state or federal anti-discrimination law in their interactions with students, including but not limited to any retaliation for reporting, alleging, or filing complaints concerning any alleged discrimination.

II. The Imposition of School Discipline

A. Routine Disciplinary Matters

1. Principals and assistant principals ("school administrators") shall be solely responsible for implementing the Student Code of Conduct and school discipline policies. School administrators, not the SROs, have primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters.
2. The SRO shall refer any reports or concerns relating to student discipline to the principal or designee of the school where the student conduct arises and shall not independently investigate or administer consequences for violations of the Student Code of Conduct or any school disciplinary rules.
3. The SRO should generally not have any involvement in routine disciplinary matters, such as tardiness, loitering, noncompliance, the use of inappropriate language, dress code violations, minor classroom disruptions, and disrespectful behaviors and other similar minor infractions of school rules unless such actions rise to the level of a criminal act.¹
4. School administrators shall only request SRO assistance when necessary to protect the

¹ For purposes of this Manual, the word crime or criminal includes delinquency.

physical safety of staff, students, or others.

5. The SRO will not be involved in the questioning of students initiated and conducted by school personnel in disciplinary matters unless requested by a school administrator to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall limit his or her involvement to only what is reasonably necessary, based on his or her own observations, training, and experience, to protect the safety and security of members of the school community. The SRO shall not lead the investigation or actively question students.

B. Joint Law Enforcement and School Disciplinary Investigations

1. In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g., when both a school administrator and an SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school administrators and SROs to work in tandem. In such events, the law enforcement investigation takes precedence over school disciplinary issues. In such circumstances, the SRO shall be mindful of and clarify his or her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing.

III. Investigation of Criminal Matters

A. SRO Initiated Investigations into Criminal Activity at School

1. SROs may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from a school administrator) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety.
2. However, any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members within the school community, while minimizing, to the extent possible, any unintended negative effects on students.
3. Additionally, all law enforcement actions and interventions to protect the safety of others and the SRO shall be consistent with all applicable laws, regulations, and policies.
4. SROs shall assess allegations of potential criminal activity committed on or adjacent to school property to determine whether further actions by law enforcement are required.
 - a. An SRO shall intervene in all situations involving mandatory reportable offenses (i.e. assault resulting in serious personal injury, sexual assault, sexual offense, rape, kidnapping, indecent liberties with a minor, assault involving the use of a weapon, possession of a firearm in violation of the law, possession of a weapon in violation of the law, or possession of a controlled substance in violation of the law). In situations involving mandatory reportable offenses, the SRO shall report the offense to his or her agency for investigation. The decision to pursue legal action shall be in the

discretion of the law enforcement agency, the District Attorney, and/ or the court.

- b. In situations involving non-reportable offenses, the SRO shall make an effort to divert cases from the court system when appropriate.
5. It is understood by the Parties that an SRO may use reasonable force when, based on the SRO's observations, training, and experience, the force is necessary to protect the safety and security of members of the school environment and comports with the SRO's law enforcement agency's procedures and protocols and all applicable laws.
6. SROs shall also, whenever possible, advise the principal before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety or security of those present on the school campus.
7. Criminal investigations, arrests, and taking juveniles into temporary custody in accordance with Section 7B-1901 of the North Carolina General Statutes by SROs will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interrogations, searches, and arrests.

B. Investigative (Searches, Questioning, etc.), Temporary Custody, and Arrest Procedures

1. An SRO shall promptly notify a school administrator whenever he or she asks a student questions of an investigative nature or takes any direct law enforcement action against a student; however, notification may be withheld until deemed appropriate by the SRO if such notification would endanger a student or any other person or compromise an ongoing criminal investigation.
2. An SRO shall promptly notify a school administrator and the parent(s) or guardian(s) of any student arrested for a criminal offense or taken into temporary custody pursuant to Section 7B-1900 of the North Carolina General Statutes.
3. All SRO questioning or searches of students suspected of criminal wrongdoing and/or searches of property by an SRO must be in accordance with applicable law. In particular, SROs and school administrators should be familiar with the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school administrators in connection with student discipline. Except as set out in Paragraph 1 of this Subsection, SROs should contact a school administrator before questioning or searching a student regarding an investigation into suspected criminal activity to determine if a school administrator should be present during the questioning or searching.
4. If an SRO questions, searches, arrests, or takes a student into temporary custody at school, all reasonable efforts will be made by the SRO and a school administrator to remove the student from other students and/ or bystanders or otherwise to minimize attention to the student.
5. At no time shall any SRO request that any PCS employee lead or conduct a search of a student for law enforcement purposes or request that a PCS employee act as an agent of law enforcement. At no time shall a school administrator or PCS employee request

that an SRO conduct a search of a student for school disciplinary investigations.

6. The SRO shall participate in searches of students or their belongings in school disciplinary investigations only if their assistance is requested by school personnel and the SRO agrees, based on his or her observations, training, and experience, that the requested assistance is necessary to maintain a safe and secure school environment.

C. Non-School Investigations

1. SROs shall refrain from questioning students at school regarding non-school related matters unless the SRO has a warrant or unless questioning, searching, arresting, or taking a student into temporary custody on school property at that time is necessary, in the discretion of the SRO, for the success of a law enforcement investigation or to prevent injury or crime.

IV. SROs as a Mentors and Members of the School Community

- A. The SRO shall conduct himself or herself as a role model at all times and in all facets of his or her work and shall seek to establish a strong rapport with school administrators, faculty, staff, students, parents, and others associated with the school. SROs shall also encourage students to develop positive attitudes towards the school, education, law enforcement officers, and positive living in general.
- B. SROs are strongly encouraged to attend meetings held during the SRO's regular duty hours of parent and faculty groups to solicit their support and understanding of the SRO Program and to promote awareness of law enforcement functions.
- C. SROs shall be familiar with community agencies that offer assistance to students and their families, including but not limited to mental health services and drug treatment centers, and shall provide information on such agencies to students, parents, and/ or school administrators when appropriate. In addition and when appropriate, the SRO shall provide information to school administrators, students, and parents regarding additional resources offered by community agencies or the agencies providing afterschool and summer programs and opportunities for youth.
- D. SROs may answer questions and /or provide general information regarding North Carolina criminal or juvenile laws but should not to give legal advice.
- E. SROs shall attend meetings held during the SRO's regular duty hours of **Sudents Against Destructive Decisions (SADD)** groups in schools and SADD groups as requested. SADD groups are student-run programs that educate the school community about issues related to drug and alcohol abuse, sexual activity, depression, bullying, and suicide within the student population.
- F. SROs shall, whenever possible and in accordance with guidance from the school principal or designee, participate in or attend school functions during the SRO's regular duty hours, in order to assist in the safe operation of school-related programs.
- G. SROs shall wear the official law enforcement uniform or other apparel approved by their respective law enforcement agencies at all times while on-duty and serving on school property and shall make best efforts to maintain high visibility at all times when practical

and safe to do so, especially in areas where incidents of crime or violence are most likely to occur.

- H. Unless approved in writing by the head of the SRO's agency, SROs are not to be used on a daily or routine basis for traffic direction at or adjacent to school property.
- I. The SRO shall remain on the school grounds in accordance with the schedule agreed upon between the school system and the SRO Supervisor. Any changes to this schedule and any SRO substitutions should be communicated by the SRO Supervisor to the Security Specialist and principals of any affected schools with as much advance notice as possible under the circumstances.

V. Communication Between School Administrators and SROs

A. At the School Level

- 1. Open communication between SROs and school principals is encouraged at all times to ensure a collaborative and productive relationship.
- 2. SROs, school administrators, and designees of the school principals are expected to meet on a regular basis, both formally and informally, to discuss school safety concerns, duties, and responsibilities. SROs, school administrators, and designees of school principals are all expected to initiate such meetings to promote open and strong communication.
- 3. Principals are authorized by the Board and are expected to timely report any alleged criminal activities that occur on campus to the assigned SRO in compliance with all applicable state laws and relevant Board policies.
 - a. Presently, criminal offenses that must be immediately reported to the SRO include: (1) assault resulting in serious personal injury; (2) assault involving the use of a weapon; (3) assault on school officials, employees, or volunteers; (4) making bomb threats or engaging in bomb hoaxes; (5) willfully burning a school building; (6) homicide; (7) kidnapping; (8) unlawful, underage sales, purchase, provision, possession, or consumption of alcoholic beverages; (9) possession of controlled substances in violation of law; (10) possession of a firearm; (11) possession of a weapon; (12) rape; (13) robbery with a dangerous weapon; (14) sexual assault (not involving rape or sexual offense); (15) sexual offense; and (16) taking indecent liberties with a minor.

B. With General Administration and Principals

- 1. During the months of September 2026 through June 2027, the SRO Supervisor shall provide to the PCS Security Specialist a monthly report of the aggregated number of referrals. A copy of these reports must be transmitted to the Security Specialist no later than the fifth day of the following month (e.g. the report for September 2026 should be transmitted no later than October 5, 2026).
- 2. During the months of September 2026 through June 2027, the SRO Supervisor shall provide to the Security Specialist a report of all school-based or related actions taken by that agency's SROs and all matters that were referred to the court system within that

reporting period. These reports will also include information known to the SRO Supervisor or his or her agency regarding the outcome of any matter referred to the court system (if the matter has been decided in the reporting period) and the involvement of Pitt County Schools or an individual school in the proceeding (e.g. if district employees or students were called as witnesses). A copy of these reports must be transmitted to the Security Specialist no later than the fifth day of the following month (e.g. the report for September 2026 should be transmitted no later than October 5, 2026).

3. During the months of September 2026 through June 2027, SROs shall complete monthly security assessments for each of the SROs' assigned schools. The SRO Supervisor will provide copies of the security assessment reports completed by SROs to the Security Specialist and respective principals no later than the last day of the month (e.g. the report for September 2026 is due no later than September 30, 2026).

VI. Transporting PCS Students

- A. SROs shall not transport any students in their vehicles unless either (1) the student is a victim of a crime and is being transported to a medical facility or to the SRO's law enforcement agency or (2) the student is under arrest or has been taken into temporary custody.
- B. SROs shall notify the principal before removing a student from campus.
- C. SROs shall not transport students in their personal vehicles. If an SRO does not have an agency vehicle, then a patrol unit shall be dispatched to assist the SRO.

VII. Sharing Education Records

- A. Pitt County Schools officials are required to comply with the Family Educational Rights and Privacy Act ("FERPA"). Under FERPA, education records (i.e. records, files, documents, and other materials, including security footage, that are directly related to a student and maintained by Pitt County Schools or by parties acting for Pitt County Schools) may only be disclosed to SROs in certain circumstances.
- B. SROs shall not automatically have access to educational records or personally identifiable information about a student in those records simply because they are conducting a criminal investigation involving a student or for general non-specific purposes. Circumstances where school officials may disclose relevant educational records and personally identifiable information contained in those records with SROs include, the following:
 1. The student's parent or the guardian or the student (if 18 years of age or older) consents in writing to disclose education records to the SRO;
 - a. NOTE: Consent must be obtained using Pitt County Schools' FERPA Authorization Form which is included in this manual as Appendix I.
 2. The information sought (again for a specific purpose) is directory information (e.g. student home address, student phone number, etc.);
 - a. NOTE: Students' parents or guardians or students who are 18 years of age or older may opt out of sharing directory information. School system officials are NOT

permitted to share directory information if an opt out has occurred.

- b. ALSO NOTE: School officials may not confirm non-directory information to an SRO. For example, if an SRO provides a student's name and social security number (or other non-directory information) to school officials and is seeking additional directory information, school officials may not use a social security number or other non-directory information to search for the student's records as opposed to a name because using non-directory information to search for a student is considered to be confirming the accuracy of non-directory information to the SRO.
3. Pursuant to a subpoena, warrant, or other court order;
- a. NOTE: Prior to complying with a warrant, subpoena, or other court order, FERPA requires school officials to make a reasonable effort to notify the parent, guardian, or student who is over 18 years of age of the subpoena or court order to give an opportunity to the parent, guardian, or eligible student to object or seek other protective action. School officials should contact in-house counsel upon the receipt of any warrant or subpoena seeking educational records. A template of an Order for Release of Educational Records that legal counsel for SROs may utilize to obtain education records is included in this manual as Appendix II.
 - b. ALSO NOTE: There are three situations where making a reasonable effort to notify parents, guardians, or students over 18 years of age is not required: (1) a court issuing a *federal grand jury* subpoena may direct school officials to keep the existence or contents of the subpoena confidential even as to the involved student and/ or parents; (2) a subpoena issued for any other *law enforcement purpose* may similarly direct the school to keep the subpoena confidential; and (3) *federal law enforcement authorities* may obtain ex parte secret subpoenas of student records in *terrorism investigations*.
 - c. An SRO who is taking steps to obtain a warrant, subpoena, other court order, or parental consent to obtain FERPA protected records, may ask school administrators or the School Security Department to preserve relevant FERPA protected records, including security camera footage, prior to obtaining the warrant, subpoena, other court order, or parental consent. Upon receiving a request for preservation from the SRO, school administrators and the School Security Department shall secure and prevent the destruction of any records requested by the SRO, including those records that may be maintained by other custodians (e.g. teachers), until the SRO provides a warrant or written parental consent. Upon producing the warrant or written parental consent, school administrators or the School Security Department will produce the requested records to the SRO.
4. A health or safety emergency exists;
- a. NOTE: School officials may disclose educational records under this exception to "appropriate persons" without consent in connection with an emergency when school officials perceive an "articulable and significant threat" to the health or safety of the student or others under the totality of the circumstances.
 - i. The standard for when a health or safety emergency exists is flexible. School officials should generally not release education records based on a not fully

formed sense that a student “might” do something at some indeterminate point in the future, but they are also not required to delay a release until the moment a student is on-campus with a gun. Ultimately, school officials need to be able to articulate a basis for reasonably believing that a student poses a significant risk of harm to himself or herself or others.

- ii. Examples of articulable threats might include (but are not limited to) students making statements about suicide or violence toward others, displaying unusually erratic or angry behaviors, or engaging in similar conduct that school officials would reasonably see as posing a risk of serious harm. By contrast, merely knowing that a student has access to a large cache of weapons at home—without accompanying behavioral red flags—would likely not rise to the level of an articulable or significant threat.
 - b. SROs and other law enforcement officials are considered appropriate persons who need information to protect the health or safety of the student or others.
5. The SRO is acting as a “school official” (as it relates to accessing student records as defined in 34 CFR 99.31) for the purpose of participating on a Behavioral Threat Assessment and Management Team or to review the behavioral intervention plan of a student with a disability at the request of the principal to provide support and assistance in deescalating physical conflicts and ensuring the physical safety of the student and others when the student is involved in interpersonal conflicts;
- a. In both instances, the SRO is deemed a “school official” because he or she is exercising a function that would otherwise be performed by school personnel and the SRO has legitimate educational interests in the information to be disclosed. SROs will receive training on the limits of additional disclosures of information that was provided to them when acting as “school officials” as part of Behavioral Threat Assessment and Management Training.
6. Records concern registered sex offenders and the information was provided to school officials pursuant to federal law (i.e. Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Act).
- C.** School officials and SROs should be aware that it is the position of Pitt County Schools that Section 7B-3100 of the North Carolina General Statutes does not create a FERPA exception that allows for the sharing of records related to the “juvenile justice system.” However, FERPA does permit school officials to report child abuse and neglect to DSS.
- D.** Information obtained through a school official’s personal knowledge or observation (e.g. a teacher overhears a student make a threatening remark, observes a change in a student’s behavior, or reads a threat posted on the school’s social media page) is not an education record and can be disclosed to SROs even if an education record exists containing the information.
1. NOTE: The general rule that personal knowledge and observations can be shared with law enforcement DOES NOT apply to school officials who have a role in making a determination that generates a protected educational record (e.g. a psychologist may not disclose to an SRO information learned about a student’s behavior that the psychologist used in a report or assessment to determine a student’s eligibility for special

education; a principal may not advise an SRO that a student is suspended; etc.).

VIII. Evaluation of SROs and Complaints Regarding Program Participants

- A.** Each SRO is employed by either the Ayden Police Department, East Carolina University Police Department, Farmville Police Department, Greenville Police Department, Grifton Police Department, Pitt County Sheriff's Office, or Winterville Police Department. Although personnel decisions are ultimately made by an SRO's employer, principals shall provide annual advisory evaluations of SROs utilizing a form developed by the Board and these six law enforcement agencies. The Pitt County Schools Security Specialist shall collect evaluation forms from principals and solicit feedback from the superintendent and other administrators annually. The Security Specialist shall then submit the evaluation forms and any other feedback to the applicable law enforcement agency.
- B.** In addition to annual evaluations, principals and school system administrators should immediately advise the Security Specialist, in writing, if an SRO is not effectively performing his or her duties or responsibilities and/or a staff member, student, parent, or other member of the school community has complained about actions of the SRO. Depending on where the SRO is employed, the Security Specialist will forward any written complaints to the officer supervising the SRO made the subject of the complaint by the end of the workday following the workday on which the complaint is received. The Security Specialist will then undertake an investigation into the allegations of the complaint, gather written witness statements from any individuals with information relevant to the complaint, and shall complete a written report of the investigator's findings and conclusion as to whether the allegations of the complaint were substantiated or not. The written report shall also be submitted to the subject SRO's supervising officer within one work day from its completion.
- C.** SROs shall immediately notify the SRO Supervisor in writing of any credible complaint received from a staff member, student, parent, or other member of the school community, or of any incident an SRO observes, involving the use of inappropriate or excessive physical force by a teacher, school administrator, or other School System employee or volunteer. The SRO Supervisor shall then forward any such complaint to the School System Security Specialist.

APPENDIX I

AUTHORIZATION FOR RELEASE OF EDUCATION RECORDS

I, _____ (name of parent/guardian/student if 18 or older), hereby give permission for officials of Pitt County Schools to disclose confidential education records of the Student, _____ (name of student), and/or any personally identifiable information contained in those education records to the following (name of recipient and address):

The education records governed by this waiver shall include (*check all that apply*):

- ☐ Transcripts, report cards, and other grade reports
- ☐ Attendance information
- ☐ Disciplinary records
- ☐ Cumulative file
- ☐ Special education file
- ☐ Immunization records
- ☐ Other health records
- ☐ Other (please specify): _____

These records may be disclosed (check one):

- ☐ Upon the authorized person's request; OR
- ☐ One time only, upon execution of this consent.

This information is provided for the following purpose:

- ☐ To provide relevant information to the Student's medical provider(s);
- ☐ To assist in meeting the Student's educational needs; OR
- ☐ Other (please specify): _____

I understand that I may revoke this authorization at any time by providing my signed written notice to the appropriate Pitt County Schools officials. Absent such notice, this authorization shall expire on _____ (date).

I acknowledge that this form constitutes my written consent to release written consent to the release of confidential, personally identifiable information that is protected under the federal Family Educational and Privacy Rights Act (FERPA) and state law governing the confidentiality of student records and personally identifiable information contained in such records. I certify that I am more than eighteen years old and that I have authority to execute this authorization.

Signature of parent/guardian/student 18 or older

Date

Name (please print)

Address

City

State

Zip

APPENDIX II-COURT ORDER TEMPLATE

STATE OF NORTH CAROLINA
COUNTY OF PITT

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION

IN RE: _____

ORDER FOR RELEASE OF EDUCATIONAL RECORDS

THIS CAUSE HAVING COME ON TO BE HEARD before the undersigned District Court Judge presiding, and it appears to the court:

1. That there is an ongoing criminal investigation by ****OFFICER'S NAME**** of the ****NAME OF LAW ENFORCEMENT AGENCY**** regarding ****TYPE OF INCIDENT**** that occurred on or about ****DATE OF INCIDENT**** which is a violation of the North Carolina General Statute _____.
2. That the alleged offenses occurred at _____ School, a public school that is part of the Pitt County Public School System.
3. Upon information and belief, ****INFORMATION YOU ARE SEEKING**** (for example there is video surveillance of the crime scene and there are statements to school administrators made by four students associated with this investigation).
4. Upon information and belief, said video surveillance and student statements are considered "education records" of one or more public school students under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations, and contain information relevant and material to the investigation described above.
5. Under the relevant FERPA regulation, 34 C.F.R § 99.31(a)(9), an educational agency or institution may disclose personally identifiable information from an education record of a student without written parental consent if the disclosure is to comply with a judicial order or lawfully issued subpoena. The same regulation also provides that the educational agency or institution may make such disclosures only if the agency or institution makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek protective action.
6. That it is in the best interest of justice and the enforcement of the laws of the State of North Carolina to have this information disclosed to law enforcement for use in the criminal investigation described above, subject to the rights of the parent or eligible student whose records would be disclosed to seek protective action from this Court prior to disclosure.

IT IS THEREFORE ORDERED that any ****INFORMATION YOU ARE SEEKING**** contained in student education records maintained by school officials at _____ School as described in this Order be released to ****OFFICER'S NAME**** of the ****NAME OF LAW ENFORCEMENT AGENCY**** for use in the criminal investigation of this matter, after appropriate school officials have first provided reasonable notice to the parents or eligible students of their rights to seek protective action from this Court.

This the _____ of _____, 20____.

Presiding Judge

ATTACHMENT B
SRO PROGRAM MANUAL ACKNOWLEDGEMENT
(To be Completed by ALL SROs, Principals, and Assistant Principals)

I, _____ (print name), am a key stakeholder in the success of Pitt County Schools' SRO Program.

As a key stakeholder, I acknowledge that the success of the SRO Program requires collaboration between principals, assistant, principals and SROs and a clear understanding of the roles and duties of school administrators and SROs.

By signing below, I acknowledge that I have read the SRO Program Manual developed by the Pitt County Board of Education and local law enforcement agencies to develop an understanding of the roles and duties of school administrators and SROs.

Principal/AP/ SRO Signature: _____

Date: _____

****THIS FORM SHOULD BE SUBMITTED TO THE PITT COUNTY SCHOOLS SECURITY DEPARTMENT ON OR BEFORE OCTOBER 31, 2026. THE FORM SHOULD BE SENT VIA E-MAIL TO JOHN JENKINS (jjenkins@pitt.k12.nc.us).**

ATTACHMENT C
SRO PERFORMANCE EVALUATION METRIC 2026-2027 ACADEMIC YEAR
(TO BE COMPLETED BY SCHOOL SYSTEM ADMINISTRATORS)

School Name: _____

Completed By: _____

Date Completed: _____

SRO Name: _____

Please respond to each of the following by writing either YES or NO.

Question	Response
Q1: SRO remains on campus during normal school hours, except when necessary to attend to a law enforcement emergency, trainings, meetings, or official law enforcement business off-campus.	
Q2: SRO makes best efforts to maintain high visibility at all times when practical and safe to do so, especially in areas where incidents of crime or violence are most likely to occur.	
Q3: SRO participates in or attend school functions during regular duty hours in order to assure the peaceful operation of school-related programs.	
Q4: SRO conducts himself/ herself as a role model at all times and in all facets of the job and seeks to establish a strong rapport with staff, faculty, students, and others associated with the school and encourages students to develop positive attitudes toward school, education, law enforcement officers, and positive living in general.	
Q5: SRO initiates appropriate law enforcement actions to address criminal matters, including matter that threaten the safety and security of the school or its occupants, and/or intervenes with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety.	
Q6: SRO refers any reports or concerns relating to student discipline to the principal or designees and does not independently investigate or administer consequences for violations of the Student Code of Conduct or any school disciplinary rules.	
Q7: SRO meets with principal and members of the administrative team designated by the principal on a regular basis, both formally and informally, to discuss school safety concerns, duties, and responsibilities.	
Q8: SRO reports any safety concerns to the school principal and/or designee and confers with the school principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus involving students at school-related activities.	

***If you would like to provide any comments regarding your SRO or the SRO Program and/or if an answer above was NO, please complete the comments form below.**

Comments: _____



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: September 14, 2026

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: Sewer Pumpstation Project – TA Loving Contractor - Final Adjusting Change Order.

Action Requested: Approve the Change Order.

Attachment: Final Adjusting Change Order.

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 8/28/2026

ABSTRACT ROUTING:

☒ TC: 9/8/2026

☒ TM: 9/8/2026

☒ Final: tlp - 9/8/2026

Supporting Documentation

TA Loving has completed the project in a timely manner and has come in under budget in the amount of \$326,722.65. The final change order does two things. It reduces the amount of the contract and provides a 50 day extension to TA Loving for the completion of the project.

In order to finalize the project and provide NCDEQ with the proper documentation to close out the project. The Town needs to amend the contract to reflect the updated cost. This reduction in cost will reduce the amount that the Town has to borrow for the project.

Therefore, staff is recommending the final change order be approved.

Date of Notice to Proceed Issued: December 2, 2024.

Date of Substantial Completion (457 Days): March 4, 2026.

Date of Readiness for Final Payment (487 Days): April 3, 2026.

Date of Substantial Completion Achieved May 18, 2026 (507 Days).

Contractor Number of Requested Days (See attachment) = 50 Days.

Contractor Number of No Work Days (From RPR's Daily Reports) = 25 Days.

Budgetary Impact: Reduction in the contract in the amount of \$346,706.78.

Recommendation: Staff recommends Council Approve the Final Adjusting Change Order.

CHANGE ORDER NO.: 5 - FINAL

Owner: Town of Winterville Owner's Project No.:
 Engineer: Rivers & Associates, Inc Engineer's Project No.: 2020068
 Contractor: T.A. Loving Company Contractor's Project No.:
 Project: Sanitary Sewer Pump Station Rehabilitation 2020
 Contract Name: Contract I - General
 Date Issued: September 3, 2026 Effective Date of Change Order: September 3, 2026

The Contract is modified as follows upon execution of this Change Order:

Description:

Final Adjusting Change Order – Includes adjustments for removal of bypass piping at Chapman Street Pump Station, underruns for 8" RJDIP Force Main, 12" RJPVC Force Main, 18" PVC Gravity Sewer (0' – 6'), removal of quantities for 24" RCP, 15" CMP, 18" CMP, and 24" CMP replacement, adjustment of quantities associated with erosion control devices, select backfill, stabilization stone, and additional ductile iron fittings, removal of Temporary Traffic Rated Bridge, Electrical Service Allowance, and rehabilitation of existing bar screen, and establishes an additional line item for Winterville Crossing Gravity Sewer Credit.

Attachments:

Attachment 1 – Summary of Adjusted Items & Attachment 2 – Summary of Requested Days

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 7,439,650.00		Substantial Completion:	457 Days
		Ready for final payment:	487 Days
Increase from previously approved Change Orders No. 1 to No. 4:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. 4:	
\$ 19,934.13		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 7,459,584.13		Substantial Completion:	457 Days
		Ready for final payment:	487 Days
Decrease this Change Order:		Increase this Change Order:	
\$ 346,706.78		Substantial Completion:	50 Days
		Ready for final payment:	50 Days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 7,112,877.35		Substantial Completion:	507 Days
		Ready for final payment:	537 Days

Recommended by Engineer (if required)

Accepted by Contractor

By: Stephen R...Title: Project ManagerDate: 9/3/2026

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: September 14, 2026

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: ST Wooten - Downtown Parking Final Adjusting Change Order.

Action Requested: Approve the Change Order.

Attachment: Change Order.

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 9/3/2026

ABSTRACT ROUTING:

☒ TC: 9/8/2026

☒ TM: 9/8/2026

☒ Final: tlp - 9/8/2026

Supporting Documentation

ST. Wooten has completed the Downtown Parking Project.

As a result of modifications to the original plan, we have a final change order in the amount of \$86,291.91

This included additional paving on Church St so that everything is uniform. Conduit, so that the Town Hall can be supplemented with the generator from next door. (saving the town \$150,000) Undercutting and removal of bad soils in the intersection of Depot Street and Church Street. Lastly was the addition of the retaining wall around the drive through.

Overall, the project came in under budget in the amount of \$99,815. It was also completed on schedule.

Budgetary Impact: Increase in the contract in the amount of \$86,291.91.

Recommendation: Approve the Final Adjusting Change Order

Change Order

Town of Winterville

Owner [X]
Architect []
Engineer []
Contractor []
Field []

PROJECT:
Depot Street & Church Street Parking Improvements

CHANGE ORDER NUMBER: 1
DATE: September 3, 2026
PROJECT NUMBER: 24120
CONTRACT DATE: June 8, 2026
NOTICE TO PROCEED DATE: July 6, 2026

TO CONTRACTOR:
S.T. Wooten Corporation
PO Box 2408
Wilson, NC 27894

CONTRACT FOR:
Town of Winterville
2571 Railroad Street
Winterville, NC 28590

This Contract is changed as follows:

#Description and line items/quantities	Amount
Item 1: Additional Conduit For Emergency Generator	\$ 13,882.00
Item 2: Additional Pavement Areas on Church Street	\$ 59,482.25
Item 3: Retaining Wall	\$ 7,974.50
Item 4: Pavement Repairs at Depot St & Church St Intersection	\$ 15,298.76
Item 5: Final Adjustments to Contract Quantities	\$ (10,345.60)
Total Cost of This Change Order	\$ 86,291.91

The Original Contract Sum was	\$ 388,893.00
Net Change by Previously Authorized Change Orders	\$ -
The Contract Sum Prior to this Change Order was	\$ 388,893.00
The Contract Sum will be increased by THIS CHANGE ORDER in the amount of	\$ 86,291.91
The New Contract Sum including this Change Order will be	\$ 475,184.91

Original Contract Completion Date is.....	October 4, 2026
Net Change by Previously Authorized Change Orders	0
The Contract Completion Date Prior to this Change Order was	October 4, 2026
The Contract Time will be increased by (#Number) calendar days	0
The Contract Completion Date, as of the date of this Change Order, is therefore	October 4, 2026

ARCHITECT/ENGINEER
Ark Consulting Group, PLLC
Scott T. Anderson, P.E.
925-A Conference Dr.
Greenville, NC 27858

CONTRACTOR
S.T. Wooten Corporation
Address
PO Box 2408
Wilson, NC 27894

OWNER
Town of Winterville
Address
2571 Railroad Street
Winterville, NC 28590

BY: _____

BY: _____

BY: _____

DATE: _____

DATE: _____

DATE: _____