Pender County

Agenda

Board of County Commissioners Meeting
Tuesday, February 22, 2022 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC

			Presenter	Page
1.	CALL TO ORDER			
2.	INVOCATION Chairman Piepmeyer			
3.	PLEDGE OF ALLEGIANCE Vice Chairman David Williams			
4.	ADOPTION OF AGENDA			
5.	PUBLIC HEARING			
6.	PUBLIC INFORMATION			
	6.1.	Presentation of 2021 Pender County Sheriff's Office annual report. 2021 annual report presentation - Pdf	Cutler	5
	6.2.	Update on Parks and Recreation Master Plan and Opening of 30-Day Public Comment Period Parks and Rec Master Plan Update - Pdf	Turner	7
7.	PUBLIC COMMENT			
8.	CONSENT AGENDA			
	8.1.	Approve Budget Ordinance Amendment for Electronics Recycling and Authorize Expanding PO# 67 with American Greenz BOAforElectronicsRecycling_IncreasePO - Pdf	Keel	9 - 11
	8.2.	Approval of Annual Lab Equipment Service Agreement with Hach for Water & Wastewater Plants and associated Purchase Order HachServiceAgreementWTP&WWTP - Pdf	Keel	13 - 19
	8.3.	Approval of the Board of Commissioner Meeting Minutes February 7, 2022 BOCC Meeting Minutes February 7, 2022 - Pdf	Cline	21 - 41
	8.4.	Approval of Tax Releases and Refunds January 2022 Releases and Refunds - Pdf	Pound	43 - 45
	8.5.	Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2021-2022: $157,356 AA # 716 CDC COVID-19 Vaccination Program Rev #1 - Pdf	Moser	47 - 54
	8.6.	Approval of a Agricultural Lease Agreement (Prison Property) Lease Agreement - Pdf	McEwen	55 - 60
9.	APPROVALS AND RESOLUTIONS			

9.1.	Approval of Purchase Order to Fairway Ford for the purchase of three (3) 2022 Ford Police Interceptor Utility Explorer for in the amount of $153,499.00. Approval for Purchase Order for three 2022 Ford Explorers - Pdf	Cutler	61 - 63
9.2.	Traffic Impact Analysis - New Law Enforcement Center TIA - Pdf	Vann	65 - 81
9.3.	Approval of a Budget Amendment to Decrease Health Department Revenues and Expenditures for Fiscal Year 2021-2022: $39,900 Decrease funds for AA #466 - Pdf	Moser	83 - 85
9.4.	Accepting Funds from the Office of State Budget Management EM - Pdf	Batson	87
9.5.	Approval of Petition for a Road Addition DOT Petition - Pdf	Cline	89 - 91
9.6.	Approval of Petition for a Road Addition DOT Petition - Pdf	Cline	93 - 96
9.7.	Approval Petition for a Road Addition DOT Petition - Pdf	Cline	97 - 99
9.8.	Approval of Engineering Contract with McKim & Creed for the WTP Generator and WWTP Berm Project, Budget Ordinance Amendment, and Associated Purchase Order McKimCreedContract_WTPGeneratorWWTPBerm - Pdf	Keel	101 - 159
9.9.	Approval of Purchase Order to Fairway Ford for the Purchase of a 2022 Ford F-150 for Building Inspections in the Amount of $30,530.00 Inspections Vehicle Purchase Order - Pdf	Henley	161 - 163
9.10.	Recommendation to award the Internet Services contract to Spectrum Enterprise for 36-Month Term and award the Wide Area Network and 911 Backup contract to AT&T for 36-Month Term. Internet and WAN Contract - Pdf	Phillips-Bell	165 - 387
9.11.	Lightning Alerting & Weather Stations for Parks Lighting Alert quote - Pdf	White	389 - 399
9.12.	Approval of a long-term easement through Pender Memorial Park Town of Burgaw Request - Pdf	Cody Suggs	401 - 406

10. DISCUSSION
11. APPOINTMENTS
12. MAPLE HILL WATER AND SEWER DISTRICT
13. ROCKY POINT WATER AND SEWER DISTRICT
14. SCOTTS HILL WATER AND SEWER DISTRICT
15. MOORES CREEK WATER AND SEWER DISTRICT
16. CENTRAL PENDER WATER AND SEWER DISTRICT
17. PENDER COUNTY BOARD OF HEALTH

17.1.	Presentation of the 2021 Annual Communicable Disease Report 2021 CD Annual Report - Pdf	Moser	407 - 410

18. SOCIAL SERVICES BOARD

19. ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS

20. CLOSED SESSION (IF APPLICABLE).

21. 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS

21.1.	SUP 2021-21R SUP 2021-21R - Pdf	411 - 439
21.2.	SUP 2021-22 SUP 2021-22 - Pdf	441 - 469
21.3.	REZONE 2021-24B REZONE 2021-24B - Pdf	471 - 495
21.4.	REZONE 2021-26 REZONE 2021-26 - Pdf	497 - 522

22. NEXT MEETING DATE
Thursday March 03, 2022
Board Retreat/Hampstead Annex Training Room

23. ADJOURNMENT

Pender County

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	February 22, 2022
SUBJECT:	Presentation of 2021 Pender County Sheriff's Office annual report.

SUMMARY:
Presentation of the 2021 annual report for the Pender County Sheriff's Office.

Pender County
Request for Board Action

TO:	Board of Commissioners
FROM:	Dee Turner
DATE:	February 22, 2022
SUBJECT:	Update on Parks and Recreation Master Plan and Opening of 30-Day Public Comment Period

SUMMARY:
Parks and Recreation, along with Planning and Community Development, will provide a brief update on the status of the Parks and Recreation Master Plan and announce the opening of a 30-Day public comment period.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	February 22, 2022
SUBJECT:	Approve Budget Ordinance Amendment for Electronics Recycling and Authorize Expanding PO# 67 with American Greenz

SUMMARY:
Increased demand for electronics recycling has left our current budget short for completing FY22, so we need to adjust the electronics recycling line-item. We have much higher User Fee revenue than expected, so this increased cost is more than offset by revenue.

An additional $50,000 should be sufficient to finish out FY22. Our current User Fee revenue is $275,000 over our projected amount, so funds are available for this transfer and PO# 67 increase.

ACTION REQUESTED:
Approve Budget Ordinance Amendment and Increase PO# 67 by $50,000

ATTACHMENTS:
Budget Ordinance Amendment

Monday, February 7, 2022

Pender County Budget Ordinance Amendment

Date Tuesday, February 22, 2022

Board Meeting Date (If Applicable) Tuesday, February 22, 2022

Fiscal Year FY 2021-2022

Fund 75 - SOLID WAST

Division, Program, Project, etc. Electronics Recycling

Department 75 - SOLID WASTE MANAGEMENT

Purpose of Request

Increased demand for electronics recycling has left our current budget short for completing FY22, so we need to adjust the electronics recycling line-item. We have much higher User Fee revenue than expected, so this increased cost is more than offset by revenue.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	75-355000	User Fees	50000
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	75-409450	Electronics Recycling	50000
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			

Create your own automated PDFs with Jotform PDF Editor- It's free

Jotform

	Account # (ORG-OBJECT)	Account Description	Amount
12			
13			

Total Revenues 50000

Total Expenditures 50000

Budget Amendment Balances when Zero. 0

Prepared By: Kenny Keel

Email kkeel@pendercountync.gov

Create your own automated PDFs with Jotform PDF Editor- It's free

Jotform

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	February 22, 2022
SUBJECT:	Approval of Annual Lab Equipment Service Agreement with Hach for Water & Wastewater Plants and associated Purchase Order

SUMMARY:
This 3-year contract is for calibration, service and repairs for three (3) CL17 Chlorine analyzers, seven (7) turbidimeters, and the DR6000 machines at both the water and wastewater plants. The chlorine analyzers and turbidimeters provide continuous monitoring which is required by the state. These machines need to be calibrated quarterly in order to stay in compliance. The DR6000 is the machine that performs most of the lab sampling that is reported to the state. They both require a yearly calibration.

Due to the proprietary nature of the equipment, this work must be performed by Hach. A letter is attached noting the need to sole source the work noted in the contract.

Funds are available for this contract within the Water Plant budget in account 77-404500. The FY22 amount is $12,999, and successive years have inflationary increases.

ACTION REQUESTED:
Approve annual lab equipment service agreement with Hach and associated purchase order

ATTACHMENTS:
Proposed 3-year contract
Hach sole source letter

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	1 of 5 HACH403194
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 ***Purchase Orders***	***WebSite***: www.hach.com	***Remittance*** 2207 Collections Center Dr Chicago, IL 60693 ***Wire Transfers*** Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

Partnership Number : HACH403194 **Version :** 0.46 **Quotation Date :** 05-JAN-22

Expiration Date : 06-MAR-22

Hach Company Contact : McLamb, Matthew B. **Service Partnership Phone :** **Service Partnership Email :** matthew.mclamb@hach.com

Customer Ref : RENEWAL QUOTE **Customer Contact :** HEDRICK, TOM

Customer Phone : 663-3638 **Customer Fax :** **Customer Email :** thedrick@pendercountync.gov

Bill-To Account # 40207663		**Ship-To Account # 40207663**			
Customer Name	PENDER COUNTY UTILITIES	Customer Name	PENDER COUNTY UTILITIES	**Payment Terms:**	Net 30
Address4		Address4		**Billing Method:**	Annual-Invoices on START Date
Address1	PO BOX 995	Address1	289 QUALITY WAY	**Currency:**	USD
Address2		Address2			
Address3		Address3			
City,State, PostalCode	BURGAW-NC-28425-0995	City,State, Postalcode	WILMINGTON-NC-28401-0004		
Province/ Country	US	Province/ Country	US		

Line	Service Name				Line Total
	Covered Product	**Start Date**	**End Date**	**Description/Serial Number**	
1	FSP1720E	18-FEB-22	17-FEB-25	Fld Svc-4V 1720E Turb Sensor:18-FEB-2022:17-FEB-2025 Field Service includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	16,740.00

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 2 of 5 Partnership Number : HACH403194
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 ***Purchase Orders***	***WebSite***: www.hach.com	***Remittance*** 2207 Collections Center Dr Chicago, IL 60693 ***Wire Transfers*** Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

	1.1	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 110620039936	
	1.2	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 110620039926	
	1.3	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 110620039989	
	1.4	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 110620039984	
	1.5	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 110620039929	
	1.6	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 110620039935	
2	FSPCL17		18-FEB-22	17-FEB-25	aa Fld Svc-2V CL17 (current version):18-FEB-2022:17-FEB-2025 For CL17 p/n 5440000 only. Field Service includes all parts, labor, and travel for on-site repairs, two preventative maintenance visits per year (including required parts), unlimited technical support calls, and free firmware updates.	12,519.00
	2.1	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 110500402480	
	2.2				CONTRACT SPECIAL ITEM	
	2.3				CONTRACT SPECIAL ITEM	
3	BSPPLUSDR6000		18-FEB-22	17-FEB-25	BenchPlus-DR6000:18-FEB-2022:17-FEB-2025 The Bench Service Plus Partnership includes repairs at the Hach Service Center, one on-site start-up or preventative maintenance/calibration visit, unlimited technical support calls, and free software upgrades.	9,738.00
	3.1	LPV441.99.00012			db DR 6000 UV VIS SPECTROPHOTOMETER W RFID TECHNOLOGY ; 1449117	
	3.2	LPV441.99.00012			db DR 6000 UV VIS SPECTROPHOTOMETER W RFID TECHNOLOGY ; 1722726	

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 3 of 5 Partnership Number : HACH403194	
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 ***Purchase Orders***	***WebSite***: www.hach.com	***Remittance*** 2207 Collections Center Dr Chicago, IL 60693 ***Wire Transfers*** Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

4	ADMIN_HANDLING_MYA	18-FEB-23	17-FEB-24	Bill processing fee, Multi Yr Annual:18-FEB-2022:17-FEB-2025	389.97
	4.1			CONTRACT SPECIAL ITEM	
5	ADMIN_HANDLING_MYA	18-FEB-24	17-FEB-25	Bill processing fee, Multi Yr Annual:18-FEB-2022:17-FEB-2025	791.64
	5.1			CONTRACT SPECIAL ITEM	

Sub Total :	40,178.61
Tax:	2,812.55
Total :	42,991.16

Partnership Notes :

ANNUAL COST BREAKDOWN NOTED BELOW:
YEAR 1 SERVICE @ $12,999.00 *DUE on start date 2022
YEAR 2 SERVICE @ $13,388.97 *DUE on start date 2023
YEAR 3 SERVICE @ $13,790.64 *DUE on start date 2024
TOTAL $40,178.61 *
* THIS IS PRE-TAX PRICING AND SUBJECT TO CHANGE WITH EQUIPMENT CHANGES

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms . Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract

Customer Name : PENDER COUNTY UTILITIES

Customer P.O. Number : _____

Customer Reference Number : _____

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:
These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION:
Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing
charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:
Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international

frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION:
Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:
All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or issolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:
Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:
Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION:
Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS:
Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE:.
All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12 . PROPRIETARY INFORMATION; PRIVACY:
"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at http://www.hach.com/privacypolicy.

13. CHANGES AND ADDITIONAL CHARGES:
Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	5 of 5 HACH403194
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 ***Purchase Orders***	***WebSite***: www.hach.com	***Remittance*** 2207 Collections Center Dr Chicago, IL 60693 ***Wire Transfers*** Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:
In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:
Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:
Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "*Speak Up*!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See http://danaher.com/integrity-and-compliance and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE:
Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods,severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER:
Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY:
None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION:
The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION:
These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

Hach Company Instrument Service and Parts

Dear Customer:

The instruments you purchased, part of the following family of brands --- **Hach, American Sigma, Anatel, Astro, Great Lakes Instruments, Hydrolab, Lachat, Marsh-McBirney, Orbisphere, OptiQuat, OTT, Polymetron and Radiometer-Analytical** --- were designed to be reliable, durable and easy to operate. Our goal is to design and manufacture instruments that give accurate readings with minimum maintenance requirements.

The **Hach Service Representative** is a highly trained professional that has a thorough, in-depth knowledge of the workings of each manufactured instrument. Our factory-trained service personnel are the **only people authorized** to perform any repair, start-up service or maintenance on these instruments. Because of the many different parameters and types of analyzers, **we do not recognize or authorize any other service organization to perform repair or recalibration on these analyzers**. As an **ISO 9001 certified** company, we maintain the highest standards for quality assurance and NIST traceable test and calibration equipment. Also, unauthorized repairs will result in voiding the instrument's warranty.

All parts used in our instruments meet our specifications and conform to our high standards. Many parts that may be available from a local vendor go through a testing procedure before being available as a Hach authorized part to ensure that they meet the performance tolerances specified for proper instrument performance. Additionally, the use of non-Hach supplied parts will result in voiding the instrument's warranty.

We have service repair centers that can repair and return instruments efficiently and economically. For on-site services we have an extensive field service organization.

Please contact the Hach Company Service Center at 1-800-227-4224 ext.6180, or web site at www.hach.com for additional information.

Sincerely

The Hach Company Service Group

Pender County
Approval of the Board of Commissioner Meeting Minutes February 7, 2022

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	February 22, 2022
SUBJECT:	Approval of the Board of Commissioner Meeting Minutes February 7, 2022

SUMMARY:
Board of County Commissioner meeting minutes for February 7, 2022

ACTION REQUESTED:
Approval of the Board of Commissioner Meeting Minutes February 7, 2022

MINUTES
Board of County Commissioners Meeting
Monday, February 7, 2022 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT: George Brown
Fred McCoy
Jacqueline A. Newton
David Piepmeyer
David Williams

MEMBERS ABSENT:

OTHERS PRESENT: Chad McEwen, County Manager
Trey Thurman, County Attorney
Tera Cline, Clerk to the Board
Doug Shipley, Assistant County Manager
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

Page

1 CALL TO ORDER
Chairman called the meeting to order at 4:00 PM

2 INVOCATION
Commissioner McCoy presented the invocation.

3 PLEDGE OF ALLEGIANCE
Chairman Piepmeyer let the Pledge of Allegiance

4 ADOPTION OF AGENDA

4.1 Removal of item 5.2 Annual report by the Sherriff department. Add Birthday Resolution and BOA approval for SR&R.

Moved by David Williams, seconded by Fred McCoy

Motion Approved

	For	Against	Abstained	Absent

George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton				x
David Piepmeyer	x			
David Williams	x			
	4	0	0	1

CARRIED.

4.2 Motion to excuse Commissioner Newton. Ms. Newton was running late.

Moved by George Brown, seconded by David Williams

Motion Approved

	For	**Against**	**Abstained**	**Absent**
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton				x
David Piepmeyer	x			
David Williams	x			
	4	0	0	1

CARRIED.

4.3 Adoption of agenda with updates.

Moved by George Brown, seconded by David Williams

Agenda Adopted

	For	**Against**	**Abstained**	**Absent**
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton				x
David Piepmeyer	x			
David Williams	x			
	4	0	0	1

CARRIED.

5 PUBLIC INFORMATION

5.1 CSBG Grant

Bethany Bolton, Southeastern Community Action, Discussed with the board their family empowerment self sufficiency program, and the application for funding that they have submitted for the fiscal year of 2022 to 2023 for CSBG funding. She explained they are local community action agency located in Burgaw and wanted to spread awareness about the services that they provide to the community in Pender County. Ms. Bolton stated their goal for this year was to enroll at least 26 families into the self sufficiency program. The goal of the self sufficiency program is to help families overcome barriers that they might face preventing them from increasing their income. And rising above the poverty level. They help families obtain employment, whether they're unemployed or if they're already working, we can help them obtain better jobs with higher wages is usually the goal. We provide employment supports, such as training, education, uniforms, even interview clothing. As well as tuition to further their education. And they can also assist with childcare, transportation, financial literacy, and even assist families with resources that can help them become homeowners.

5.2 100th birthday resolution for Mae G, Echols Mazyck 15

Chairman Piepmeyer read aloud the resolution commemorating the 100th birthday of our citizen Ms. Mazyck.

Birthday Resolution

6 PUBLIC COMMENT

6.1 Tommy Batson, Emergency Management Director, informed the board about Fire Marshall, Mark Harraway and Mr. Batson working with local fire departments and the American Red Cross in regards to a program called Sound the Alarm. They visited 34 homes and installed 2 bed shakers and 89 smoke detectors.

7 CONSENT AGENDA

7.1 Approval of Budget Amendment and increase of Purchase Order for North Carolina Department of Public Safety in the amount of $30,000.00.

7.2 Resolution to utilize current fiscal year lapsed salaries and fringe to increase health department nursing staff salaries for FY 21/22 with an effective date of 02/21/2022.

7.3 Resolution to approve a contract with the UNC Institute of Public Health to conduct the 2022 Community Health Assessment

7.4 Approval of the Board of Commissioner Meeting Minutes January 18,2022

7.5 Approval of a Budget Amendment to Increase the Department of Social Services Revenues and Expenditures for Fiscal Year 2021-2022 American Rescue Plan : $326,139

7.6 Approval to Accept a Donation for the Foster Care Children's Fund: $5,155

7.7 Extension of Contract with United Way of the Cape Fear Area to Assist with Hurricane Florence Recovery

7.8 Motion to approve consent agenda.

Moved by Jacqueline A. Newton, seconded by David Williams

Motion approved

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

8 APPROVALS AND RESOLUTIONS

8.1 Consideration of proceeding with RFQ for architectural design for new Hampstead Branch Library

Allen Phillips-Bell, Pender County Librarian, presented to the board his request for an RFQ for architectural design for a new library facility in Hampstead. Mr. Phillips-Bell recognized several library board members attending in support of the project. The Hampstead library has more visitors, less physical materials, and higher attendance at children's programs then Burgaw which is twice the size. These are all things that require space, and the current library in Hampstead does not have enough of it. They often had to turn away families coming to children's programs. Because the current meeting room is too small. The lack of shelf space means that Hampstead patrons often have to wait for books to be transferred from Burgaw. Insufficient staff space leads to inefficiencies. A staff members have to take turns using the limited workspace and get frequent requests for study rooms, which are nowadays a standard feature in public libraries. But in Hampstead, we do not have any study rooms, making many visitors disappointed. Perhaps the library at present is 7800 square feet. As you all know,

efforts to get a new library in Hampstead have been underway for many years going back to 2009. I'll note that the plans in 2009 were for a 21,000 square foot facility. However, I am now proposing a more modest 14,000 square foot facility to save on costs. For context the main library in Burgaw is 13,000 square feet. So this would be slightly larger than the main library in Burgaw and a little under twice as large as the current library Hampstead and in 40,000 square foot facility will give us the space we need and several key areas adequately sized meeting room for programs for children, teens and adults. The ability to increase the capacity for books that people in eastern Pender County want to read sufficient staff space to allow for greater efficiency and space to provide study rooms for small groups and tutors. The site that the county commissioners designated as the future site for this new library in May 2014. Next to the Hampstead annex has enough space for a 14,000 square foot facility, as well as eventually expansion to a 20,000 square foot facility in total, if necessary. The library hired a civil engineering firm Sepi in early 2020. Just to do some site layout sketches to verify the feasibility of the site for voting of this size, taking into account the well on the property, septic storm water, parking driveways, the impact of planned improvements on highway 17. The result of the report was that this will this site would work well for a library of this size. So how much would this cost? And how long would it take? We estimated that the project will cost $7.4 million. That includes our steps in the process, including design, construction and furnishings. However, these costs will be offset somewhat by various funding sources, notably from the tops of township center the library as well as from the value of the existing library property. Combined, these funds and assets amounting to just under 1.9 million are about 25% of total project cost. This will make the net cost for the project around 5.5 million.

Moved by David Williams, seconded by Jacqueline A. Newton

Motion approved

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

library-new-facility-hampstead-BOCC-2022-02-07

8.2 To approve a resolution for Health & DSS to begin the next steps for a new HHS facility by issuing an RFP for a design/build project.

Carolyn Moser, Pender County Health Director, presented to the board a proposal for a new Health and Human Services Building. In 2019, global diversified architectural engineering was awarded an option to develop a space needs analysis and also develop a master plan for new facility. And we it's it's taken us a long time to get this done, because COVID yet, and we really couldn't focus on that little was very patient with us when needed to deal with COVID Instead of helping them with this design. But at least with Umberto they also took the ball and contacted Sepi did for the land analysis. And when we had a lot of concern about whether or not we would be involved wetlands back there, but we've been really, really fortunate with this. There are no major wetlands or jurisdictional waters. It says check in better Explain that. But what came bear is that the pandemic taught us a lot of things, it taught us that there are a lot of physicians that we have that could be home based. And we started out. Obviously, when you're thinking wrong, that we need 95,000 square feet, we definitely hung that in just 70,000 square feet, two story building health on the bottom DSS on top. And so what we moved to, which we think a lot of agencies are, is that they develop these touchdown stations, where individuals that are home based can come into the office, you know, connect their computer, do whatever work needs to be done, there would be offices available if they needed to see a client, so there would be the confidentiality with that. And also, the way the facility is designed, it is designed for expansion, if that may be the case. We have little over four and a half million dollars in our call settlement account. DSS also can bring down funds and refer depreciation, which is about 50% of that portion of the building that DSS utilizes, which will be at least 60% of the facility. So we can draw down those depreciation costs. Yearly, we also have to rent a building on up Walker Street, that's our child support office that has houses about five other employees, and we're paying about $25,000 and rent every year. And then of course, not to mention the savings that we would have for DSS building ongoing maintenance and repair, I could add whatever the repair costs are for other county departments, but we know that anyone that would locate in our current health department would be thrilled to have that that space. We also provided you with information because we did look at the pros and cons of a design build and gave that to you to see that. That's their focus it is a faster time line for architects in the engineer are in it together. So there's never mixed messages everybody's collaborating. The indication is that it's a better fit for complex projects, which definitely ours and then the design there build that does take longer because of the competitive bids that you have to get. The owner assumes the risk for the completeness of the facility, there can be a lot of change variables. This project and the library

project brought up discussion of hiring a project manager for the county projects.

Moved by George Brown, seconded by David Williams

Motion approved

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

HHS Building Presentation 2.7.2022

8.3 Award and Approval of Contractors to Complete EWP Phase 2 - Clearing and Snagging

Daniel Adams, Flood Plain Administrator, presented the staffs recommendation to award contracts to two companies to complete round two of the EW P project. And just as a quick refresher, the WPS emergency watershed protection programs and to call share initiative essentially between the USDA and North Carolina Department of Agriculture. And it's all tied into hurricane Florence recovery. So we're still in that process of recovering from Hurricane Florence. But the goal of this funding is to improve the county's drainage network. So the next time we have a heavy rain event or potential flood event, our drainage network is less obstructed than it has been in the past or is currently to the water flows out more quickly and reduces the impact of future flood events. So that's the goal of this money. We've finished up recently round one of this project and we're on to round two now. And this is just for the clearing and snagging portion of this project, which is debris removal from the creeks is simply as as it's a lot of trees down in the creeks in the river, pulling that debris out. So step published an RFP on December 8, seeking contractors for this work. The deadline to submit a proposal was January 14 of 2022. We received eight bids. And staff is recommending submitting or awarding contracts to two companies for this work. And the reason that we're requesting two contracts for your audit is as Mr. Moser said, there's a number of reasons in the construction environment right now why a project can be delayed. And so we would like to have a secondary contractor in place who can come in who's familiar with the project and finish up this project strong is the

primary contractor is not able to execute this project in a timely fashion. So one thing to note of course is this type of work can be weather dependent, so we want to operate when the waters low So obviously in dry conditions, more debris is able to be seen and therefore pulled out of the water. A few weeks of wet weather could back this project up, possible COVID outbreak among the crew, or even the supply chain issues that Mr. Chairman referenced earlier, you know, piece of equipment breaks down into parts, stuck on a boat somewhere in California, it could take several weeks to get here. So for all those reasons, we're recommending the board award contracts to two companies. One is our primary contractor. And the second one is our secondary contractor. Staff's request is to consider awarding contracts to Hall tree service for the purchase order of $254,124 as our primary contractor, and they're out of lumber bridge, North Carolina, and also a contract to Carolina cleaning and restoration with a purchase order of $290,830.80. And that company is out of Greenville, North Carolina, I will just add in this is all grant funded 100% services does not caught costing the county anyway. The board confirmed with Mr. Adams that all property owners had been informed.

Moved by Jacqueline A. Newton, seconded by George Brown

Motion Approved.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

8.4 Approval to accept bid offer on parcel number 2274-57-5844-0000.

Tera Cline, Clerk, presented the bid for 403 Saddle Ridge Rd in the amount of $28,358.53.

Moved by Jacqueline A. Newton, seconded by David Williams

Motion Approved

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy		x		

Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	4	1	0	0

CARRIED.

8.5 Approval to allocate funding for BASF site Demolition and recognize Golden Leaf grant funding 17 - 18

Chad McEwen, County Manager, presented the board with a BOA to allocate funds for BASF demo contract and confirm Golden Leaf grant and disbursement of funds.

Moved by George Brown, seconded by David Williams

Motion approved

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

SR&R BOA

9 DISCUSSION

10 APPOINTMENTS

10.1 Approval of an Appointment to the Pender County Library Advisory Board 19 - 20

Tera Cline, Clerk, presented the application for Pender County Library board from Rochelle Whiteside. She would represent district 5 and would serve 3 years and expire January 31, 2025.

Moved by Fred McCoy, seconded by Jacqueline A. Newton

Motion approved

	For	Against	Abstained	Absent

George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

Whiteside application

10.2 Approval of an Appointment to the Pender County Planning Board

Tera Cline, Clerk, presented the application for Pender County Planning board from Margaret Mosca. She would represent the at-large appointment and would serve 3 years and expire January 31, 2025.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion Approved

	For	**Against**	**Abstained**	**Absent**
George Brown		x		
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams		x		
	3	2	0	0

CARRIED.

11 MAPLE HILL WATER AND SEWER DISTRICT

12 ROCKY POINT WATER AND SEWER DISTRICT

13 SCOTTS HILL WATER AND SEWER DISTRICT

14 MOORES CREEK WATER AND SEWER DISTRICT

15 CENTRAL PENDER WATER AND SEWER DISTRICT

16 PENDER COUNTY BOARD OF HEALTH

BOCC opened at the Pender County Board of Health at 5:31 PM.

16.1 Carolyn Moser, Health Director, Gave a brief update on the GENX lawsuit and COVID numbers.

17 SOCIAL SERVICES BOARD

18 ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS

18.1 Trey Thurman, County Attorney, Spoke to the board in regards to the opioid settlement and disbursement of monies to include 3.7 million over the next 18 years. Commissioner Newton mentioned the use of funds for a Drug Court for Pender County. Closed session items include

- Item 3 Attorney/client
- Item 4 Economic Development
- Item 5 Acquisition of real property
- Item 6 Personnel

Chad McEwen, County Manager, updated the board on the following projects:

- Update on BASF demo and meeting
- TIA for law enforcement property and update on the property/2nd point of access (controlled access)
- Long Creek Demolition update
- Wilmington International Airport new terminal opening

Allen Vann, Assistant County Manager, updated the board on the following projects:

- Gave kudos to departments that helped with ice an snow
- Courthouse file move/long term solution meeting
- Sally Lawson-Interim director of Veterans Affairs.

Doug Shipley, Assistant County Manager, updated the board of the following projects:

- Parks and rec department/Town of Burgaw
- Finance training
- Parks and rec master plan update
- Permitting process changes
- IT update/website update
- Shooting range adult shooters/601 and 65 youth shooters for the month of January.

Vice Chairman Williams, requested to have Greg Holloman be place on the next agenda for appointment to Pender Fire and Ems Board.

Chairman Piepmeyer, spoke to Kenny Keel about disbursement of transfer station magnets. He requested that next meeting date be added to the agenda. Hampstead bypass groundbreaking ceremony will be March 11th. He shared information learned at the Environmental Conference for the beaches and coastal waterways on Topsail Island. It was very well attended and was a very constructive use of my time. We had some various experts, I would say that came in, discussed what their specialties were in. And we talk largely about whether this is a cultural trait change, or it's a transition from the way we were previously taught about taking care of our environment to coming up with ways to be able to make everybody feel that they are included in and responsible for taking care of our environment. There were some figures given out there about the amount of plastic I can't remember, a lot of a lot of dock Styrofoam, as you can imagine, or marshes become just overwhelmed with docks during and after the storms. That Styrofoam gets broke apart. It has a negative impact on our fisheries. But the amount of plastic bottles, one of the individuals speakers was saying that they had hired and they weren't paying too much further, they had hired fishermen and some other individuals to go out and collect trash, waterways and marshes. Meanwhile, I believe was where they started up that way. And they collected over 2000 pounds a day with plastic bags, that lists all kinds of trash. And they were able to to make a severe impact. But when they went back to those areas, they still were able to pick up another 2000 pounds a day. So that was the remarkable thing. Obviously we got to educate and train individuals on the do's and don'ts. I think we've made great strides let me let me say that but a lot of positive discussion about how how to get where we need to be and what our goal should be. And how not to make people mad by telling them this is what they have to do. Rather suggest and educate and train people that these are the benefits if we are able to keep class Plastic, and other pollutants out of our waterways chemicals, then it's beneficial to all of us. So I think it was very good use of my time I spent about an hour and a half, two hours over on Topsail Island, which was gray. One thing I did notice was run down to the roads nears to the beach, and there was one property for sale on the beachfront in topsail. Beach. And there were zero properties for sale, on the beachfront in Surf City. And there's quite a bit of new construction going on over there. So I want to also say that the pipe, and it looks like all the ancillary connections and fittings and tees, and everything has been deposited at the end of factory Road, do some equipment down there. There's been some surveying. There's the marking of utilities. So it looks like we are moving forward with that project. Thank you, Mr. Keanu. And I had a discussion

earlier this week with Mr. keel and asked him to send out a notification letter to all those residents that are on those roads

19 CLOSED SESSION (IF APPLICABLE).

Motion to move to closed session at 6:05 PM made by Commissioner Brown and seconded by Vice Chairman Williams. Motion to enter into closed session pursuant to G.S. 143-318.11: 3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time; 4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session; 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. 6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy matters may not be considered in a closed session. Board returned to open session at 7:36 PM

20 NOTICES OF MOTION/OPEN SESSION

20.1 Motion to add agenda items:

- Motion to excuse Commissioner Newton from continued open session made by Vice Chairman David Williams and Second by Commissioner George Brown all agreed.
- Ramm Contract extension
- Contract for 210 property
- CFPUA interconnection
- Fulltime County staff Attorney

Motions approved on the following:
Ramm contract extension
Contract for 210 Property
CFPUA interconnection
Fulltime Staff attorney

Moved by David Williams, seconded by Fred McCoy

Motions approved

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton				x
David Piepmeyer	x			
David Williams	x			
	4	0	0	1

CARRIED.

21 NEXT MEETING DATE

Tuesday February 22, 2022
BOCC meeting room
805 S. Walker St
Burgaw NC 28425

22 ADJOURNMENT

Commissioner Brown made a motion to adjourn at 7:45 PM and Vice Chairman David Williams second. All in favor.

RESOLUTION RECOGNIZING THE 100TH BIRTHDAY OF PENDER COUNTY RESIDENT
Mae G. Echols Mazyck
PENDER COUNTY BOARD OF COMMISSIONERS

WHEREAS, Mae is an inspiration to her to family, church, community, and county; and

WHEREAS, Mae continues to be an outstanding citizen of and continues to shine as a bright beacon among Pender County Citizens.

NOW, THEREFORE, BE IT RESOLVED that due to her life accomplishments of being at least a century in age residing in Pender County as an honorable senior citizen, the Pender County Board of Commissioners hereby recognizes and congratulates Mae G. Echols Mazyck on her birthday of February 9, 1922 and joins her family and community in wishing her continued success in Pender County.

Presented this the 7h day of February 2022.

_____
David Piepmeyer, Chairman
Pender County Board of Commissioners

Attest:

_____
Tera Cline
Clerk to the Board

Thursday, February 3, 2022

Pender County Budget Ordinance Amendment

Date Monday, February 7, 2022

Board Meeting Date (If Applicable) Monday, February 7, 2022

Fiscal Year FY 2021-2022

Fund 10 - GENERAL

Division, Program, Project, etc. Economic Development

Department 420 - COUNTY MANAGER

Purpose of Request

To allocate funding for BASF site demolition as well as recognize Golden Leaf Foundation grant funding awarded for the purpose of demolition of this site.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	10-348180	Golden Leaf Foundation	500,000
2	695-399000	GF Fund Balance	815,575
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	500-404500	Contracted Services	1,315,575
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 1315575 **Total Expenditures** 1315575

Budget Amendment Balances when Zero. 0

Prepared By: Margaret Blue **Email** mblue@pendercountync.gov

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION								
Last Name Whiteside				First Rochelle		M.I.	Date 06/07/1951	
Physical Address 315 W Bridgers Street						Apartment/Unit #		
City Burgaw				State NC		ZIP 28425		
Mailing Address (if different from above)								
City				State		ZIP		
Home Phone			Work Phone			E-mail Address 1		
Fax Number						E-mail Address 2		
Board Interest(s) As an advocate for Public Education, I value the Public Library as a source for community health and positive growth.I would be interested in working on helping the community to understand the services our library has to offer and in planning progr								
How long have you been a resident of Pender County? I have been a resident of Pender County for most of 70 years.								

EDUCATION								
High School Burgaw High School					Location Burgaw,NC			
From	1965	To	1969	Did you graduate?	YES ☑	NO ☐		
College	Virginia Intermont College				Location Bristol, Virginia			
From	1969	To	1971	Did you graduate?	YES ☑	NO ☐	Degree Associates in Fine Arts	
Other	UNC Chapel Hill				Location Chapel Hill, NC			
From	1971	To	1973	Did you graduate?	YES ☑	NO ☐	Degree BA in Arts & Education	

EMPLOYMENT HISTORY		
Current Employment	Retired Public School Teacher	Job Title
Responsibilities	To advocate for education through involvement in community projects and programs.	
Previous Employment	Pender County Schools	Job Title Visual & Performing Arts Teacher
Previous Employment		Job Title
Previous Employment		Job Title

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

* Pender Spring Festival (Founder & Committee 1978-2022...)
*Pender Arts Council (Vice President, President, Board Member 1978-2022...)
*Citizens Of Pender (Vice President 1991-1992)
*Pender County Arts Educators Committee (Public Relations 2011-2013)
*Committee To Create Early College Program
*Pender Ghost Walk Committee (2017-2020)
*Pender Partnership For Education Board (2019-2021)
*Pender County Board of Education (2016-2018)
*Taught students from every district of Pender County Schools for 28 years

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?

YES ☐ NO ☐ If yes, explain (including length of service).

I served on the Pender County Board of Education, District 1,(Includes Burgaw, St. Helena and Rocky Point) to fill a vacancy, from 2016-2018.

State reasons why you feel qualified for this appointment(s):

Lucky enough to be raised in a family which placed a high value on education and which was immersed in the cultural arts, I could not escape developing a high regard for institutions of learning. It is no surprise that I would choose a career in education. Through that 28 year career, I have developed skills in public relations and creative problem solving. I feel that the experience I have gained, from working with students from every district in our county, is a valuable tool in developing relationships and relating to the needs of those various communities.
If I was chosen to serve on the Pender County Library Advisory Board, I would hope to bring, to the table, skills and knowledge from the experience I have gathered from working on the many county-wide cultural arts programs and projects, in which I have been fortunate enough to be involved. I believe I would provide knowledge and tactical skills in program planning and public relations. If I was chosen to serve in this capacity, I would be honored and excited to work to meet the challenge!

MILITARY SERVICE

Branch	From		To	
Rank at Discharge	Type of Discharge (optional)			

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES ☐ NO ☐ If yes, explain.

Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?

YES ☐ NO ☐ If yes, list family member name(s) and position/board or committee(s).

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

As a personal note: My father served on the Library Board for much of my childhood. I vividly remember his enthusiasm about the services which our library offered to our citizens. I also recall his excitement, regarding the potential profits which advancing technological developments would offer to our community. From him, I inherited that same enthusiasm and excitement and would treasure the opportunity to pass it on!

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature	Rochelle Whiteside	Date	01/06/2022

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Justian Pound
DATE:	February 22, 2022
SUBJECT:	Approval of Tax Releases and Refunds

SUMMARY:
Releases and refunds result from listing and assessing due to incorrect and incomplete information. Taxpayers will or have overpaid taxes. Board action rectifies the mistake. The refunds and releases are recommended as follows:

ACTION REQUESTED:
Staff requests that the board approves the attached list of releases and refunds for January 2022.

Pender County

Request For Board Action

DATE OF MEETING: February 22, 2022

REQUESTED BY: Justian Pound, Tax Assessor, Tax Assessor's Office

SHORT TITLE: Approval of Tax Releases and Refunds

BACKGROUND: Releases and refunds result from listing and assessing due to incorrect and incomplete information. Taxpayers will or have overpaid taxes. Board action rectifies the mistake. The refunds and releases are recommended as follows:

RELEASES OVER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
NONE				

REFUNDS OVER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2020	BAKER, ROBERT EDWIN JR	314514608	184.71	SITUS
2021	BARROR, RANDALL PAUL	236465487	425.69	SOLD
2020	CAPPS, JAMES CARSON EDWARD	236275572	139.15	SOLD
2020	FOX, ELAINE TOOMEY	235798374	163.53	SOLD
2021	GEATHERS, DWAYNE KENNETH	313426112	389.15	DOUBLELIST
2020	HENDERSON, THOMAS CHARLES	236275773	130.32	SOLD
2021	INCA, CARMEN MICHELLE	235368975	227.52	MILTRY EXEMPT
2020	KING, JENNIFER LYNN	235369218	240.28	MILTRY EXEMPT
2020	LOVE, CHRISTOPHER JOHN	235798212	327.04	MILTRY EXEMPT
2021	LOVE, CHRISTOPHER JOHN	235798209	175.00	MILTRY EXEMPT
2021	MYCEK, JESSICA LYNN	235962795	111.10	MILTRY EXEMPT
2020	PAGE, HOLLY MARIE	234771786	131.92	SOLD
2021	PHILLIPS, ADAM JAMES	234772881	204.63	SOLD
2019	POPE, THOMAS EDWARD JR	236756187	153.25	SOLD
2021	PRICE, DANA LEA	314912816	351.18	DOUBLELIST
2021	REDDING, WILLIAM GLENN	234771798	112.69	SOLD
2021	REDDING, WILLIAM GLENN	235798725	152.00	ADJSTD VALUE
2020	REDMOND, GEORGE ANDREW	236612649	165.61	SOLD
2021	TEIBEL, MITCHELL CRAIG	235369632	521.18	SOLD
2021	WARD, CHRISTOPHER JOHN	313426488	106.60	SITUS
2020	WELBORN, JAMES ALLEN	235197000	161.02	SOLD
TOTAL REFUNDS OVER $100			$4,573.57	

RELEASES UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON

NONE

REFUNDS UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2020	AKERLEY, FELECIA FALKNER	234772614	93.49	SOLD
2020	ANDERSON, ANDREW GEORGE	236275725	93.77	ADJSTD VALUE
2020	CAVENAUGH, JONATHON	235370247	11.82	SOLD
2020	EAGLE, LEE ANN	235798122	9.34	SOLD
2020	FISHER, DOLLY LOUISE	235197033	4.68	SOLD
2021	GEATHERS, DWAYNE KENNETH	313426136	12.70	SITUS
2020	GEATHERS, DWAYNE KENNETH	313426148	11.45	SITUS
2021	GEATHERS, DWAYNE KENNETH	313426156	49.59	SITUS
2021	GEATHERS, DWAYNE KENNETH	313594112	82.69	SITUS
2020	GREENSPAN, JAY	235196286	2.80	SOLD
2020	HALL, ROBERT MATHEW	236756349	12.37	SOLD
2020	JOHNSON, DONALD ROBERT	235369950	5.45	SOLD
2020	JOHNSTON, RICHARD TAYLOR	236275785	2.91	SOLD
2013	PRICE, DANA LEA	314912828	2.65	SITUS
2014	PRICE, DANA LEA	314912840	6.50	SITUS
2015	PRICE, DANA LEA	314912856	1.93	SITUS
2020	PRUITT, STEPHEN JEWELL	235714143	17.18	SOLD
2014	RAAB, BARBARA JEAN	313594116	98.18	SITUS
2020	REID-GRIFFIN, ANGELIA RIQUE	235369995	33.42	SOLD
2020	RIVENBARK, DENISE BALL	235196556	69.33	DESTROYED
2020	ROGERS, DOUGLAS RAMSEY	236183880	47.50	DESTROYED
2021	ROOKS, WAYNE ANDREW	235797984	15.23	ADJSTD VALUE
2020	SBAII, TAMEEM YAHYA	235195770	19.60	OUT OF STATE
2020	SERRA, SARA BETTINA	235962729	64.71	SOLD
2020	SEXTON, STEPHEN REEVES	234772155	17.27	SOLD
2021	SHIELDS, WILLIAM JOSEPH	235798125	14.42	SOLD
2021	WALKER, ROY DAVID JR	236083557	54.51	ADJSTD VALUE
2021	WARD, GWENDOLYN WHITEHURST	314398380	1.01	SITUS
2021	WATERBURY, CARLY RISA	236464983	32.35	SOLD
2021	WIMBERLEY, HERBERT DARRELL	235962243	19.59	ADJSTD VALUE

TOTAL REFUNDS UNDER $100 $908.44

TOTAL OF ALL RELEASES NONE

TOTAL OF ALL REFUNDS $5,482.01

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	February 22, 2022
SUBJECT:	Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2021-2022: $157,356

SUMMARY:
The Pender County Health Department was allocated funds from the Immunization Branch in the amount of $157,356. The funds awarded are from Agreement Addendum #716 CDC COVID-19 Vaccination Program. The funds are for local health departments to continue activities that focus on removing the barriers to accessing vaccine, coordinating COVID-19 vaccine services, and expanding it's COVID-19 program by reaching high-risk and underserved populations as set forth in the agreement. The Agreement Addendum Revision #1 updates some of the requirements allowing the Health Department staff to provide access to services while mitigating overall community spread of COVID-19 with an emphasis on eligible children and adolescents under 18 year of age and COVID-19 boosters and COVID-19 vaccination series.

ACTION REQUESTED:
To approve the budget amendment to increase Health Department Revenues and Expenditures for Fiscal year 2021-2022 in the amount of $157,356.

Division of Public Health
Agreement Addendum
FY 21-22

Pender County Health Department **Local Health Department Legal Name**	Women's and Children's Health Section / Immunization Branch **DPH Section / Branch Name**
716 CDC COVID-19 Vaccination Program **Activity Number and Description**	Richard Carney, 919-707-5554 richard.carney@dhhs.nc.gov **DPH Program Contact** (name, phone number, and email)
06/01/2021 – 05/31/2022 **Service Period**	**DPH Program Signature** **Date** (only required for a negotiable agreement addendum)
07/01/2021 – 06/30/2022 **Payment Period**	

☐ **Original Agreement Addendum**
☒ **Agreement Addendum Revision # 1**

I. Background:
No change.

II. Purpose:
This Agreement Addendum Revision #1 updates some of the requirements as indicated in Section III below. These updated requirements allow the Local Health Department staff to continue to provide equitable access to services for this Activity while mitigating overall community spread of COVID-19 with an expanded emphasis on eligible children and adolescents under 18 years of age and COVID-19 boosters, in addition to ongoing primary COVID-19 vaccination series

There is additional funding associated with this Revision.

III. Scope of Work and Deliverables:
As of November 1, 2021, this Agreement Addendum Revision #1 makes the following changes:

***Replace Paragraph 1 in its entirety** with the following:*

1. From June 1 through October 31, 2021, vaccinate eligible populations according to the CDC COVID-19 Vaccination Program Provider Agreement.

   As of November 1, 2021, vaccinate eligible populations according to the most current official CDC/HHS recommendations for COVID-19 Vaccines as published as in the Morbidity and Mortality Weekly Report (MMWR).

Health Director Signature (use blue ink) Date

Local Health Department to complete:
(If follow-up information is needed by DPH)
LHD program contact name: _____
Phone number with area code: _____
Email address: _____

Signature on this page signifies you have read and accepted all pages of this document. Revised July 2019

Replace Paragraph 3 in its entirety *with the following:*

3. From June 1 through October 31, 2021, identify community vaccination providers (e.g., pharmacies, occupational health settings, doctors' offices) to combine efforts and implement strategies to vaccinate eligible populations with a focus on vaccine hesitant populations.

   As of November 1, 2021, identify community vaccination partners (e.g., pediatricians, pharmacies, occupational health settings, schools, and other physician offices) to combine efforts and implement strategies to vaccinate all eligible populations with a focus on providing vaccines to eligible children and adolescents under 18 years of age and on providing COVID-19 boosters. Efforts and strategies are to include family-friendly events, school-based vaccination, and ensure equitable access.

IV. Performance Measures/Reporting Requirements:
No change.

V. Performance Monitoring and Quality Assurance:
No change.

VI. Funding Guidelines or Restrictions:
No change.

FY22 Activity: 716 CDC COVID-19 Vaccination Program **Supplement 2**

Supplement reason: ☒ In AA+BE or AA+BE Rev –OR– ☐ –

CFDA #: 93.268	Fed awd date: 3/31/21	Is award R&D? no	FAIN: NH23IP922624	Total amount of fed awd: $ 94768784

CFDA name: 93.268 Immunization Cooperative Agreements

Fed award project description: CDC-RFA-IP19-1901 Immunization and Vaccines for Children Grant Amendment Supplement Action – COVID 4:

Fed awarding agency: DHHS, Centers for Disease Control and Prevention

Federal award indirect cost rate: n/a %

Subrecipient	Subrecipient DUNS	Fed funds for This **Supplement**	Total of All Fed Funds for This **Activity**
Alamance	965194483	343209	343209
Albemarle	130537822	1078710	1832750
Alexander	030495105	147771	147937
Anson	847163029	216515	323716
Appalachian	780131541	360567	493586
Beaufort	091567776	188996	324644
Bladen	084171628	250426	389279
Brunswick	091571349	228886	396760
Buncombe	879203560	388445	1053922
Burke	883321205	273215	443452
Cabarrus	143408289	349073	838067
Caldwell	948113402	194700	426299
Carteret	058735804	152305	261691
Caswell	077846053	169179	238220
Catawba	083677138	298172	485160
Chatham	131356607	172242	246870
Cherokee	130705072	107033	126933
Clay	145058231	51226	111589
Cleveland	879924850	257204	340109
Columbus	040040016	269111	408063
Craven	091564294	273695	337952
Cumberland	123914376	567643	642643
Dare	082358631	82338	82338
Davidson	077839744	320899	788335
Davie	076526651	130996	201790
Duplin	095124798	299150	371724
Durham	088564075	514327	1322682
Edgecombe	093125375	276289	276289
Foothills	782359004	398352	520302
Forsyth	105316439	580856	1673745
Franklin	084168632	185826	199895
Gaston	071062186	366128	874982
Graham	020952383	113863	115033
Granville-Vance	063347626	464129	804948
Greene	091564591	263847	364757
Guilford	071563613	765104	1579769
Halifax	014305957	262965	262965
Harnett	091565986	299331	558869
Haywood	070620232	120927	177734
Henderson	085021470	205226	402287
Hoke	091563643	241747	329871
Hyde	832526243	166168	249262
Iredell	074504507	281624	733824
Jackson	019728518	143402	286939
Johnston	097599104	357434	584301
Jones	095116935	187134	248267
Lee	067439703	237908	394032
Lenoir	042789748	300690	513905
Lincoln	086869336	141053	284237
Macon	070626825	101513	255602
Madison	831052873	81472	170059
MTW	087204173	512930	586796
Mecklenburg	074498353	1433639	3671110
Montgomery	025384603	215518	314613
Moore	050988146	184865	268135
Nash	050425677	279610	540685
New Hanover	040029563	342405	342405
Northampton	097594477	201072	230716
Onslow	172663270	369423	851731
Orange	139209659	263260	263260
Pamlico	097600456	140247	182539
Pender	100955413	157356	157356
Person	091563718	182935	182935
Pitt	080889694	352244	592498
Polk	079067930	94163	109323
Randolph	027873132	297311	311324
Richmond	070621339	275413	441170
Robeson	082367871	389489	389489
Rockingham	077847143	230273	230791
Rowan	074494014	307539	734726
Sampson	825573975	299135	402304
Scotland	091564146	257630	359338
Stanly	131060829	164045	164045
Stokes	085442705	98906	242464
Surry	077821858	230447	230867
Swain	146437553	157505	263883
Toe River	113345201	303112	643428
Transylvania	030494215	79149	170474
Union	079051637	335968	728202
Wake	019625961	1386072	1670457
Warren	030239953	200846	200846
Wayne	040036170	357238	455396
Wilkes	067439950	204585	429807
Wilson	075585695	295361	387001
Yadkin	089910624	171293	336786

DPH-Aid-To-Counties **For Fiscal Year: 21/22** **Budgetary Estimate Number : 3**

Activity 716 Service Period Payment Period		AA	1331 6220 P7 06/01-05/31 07/01-06/30	Total Allocated	1331 6220 P7 06/01-05/31 07/01-06/30	Total Allocated	1331 629B 4Q 06/01-05/31 07/01-06/30	Total Allocated	1331 6315 LD 06/01-05/31 07/01-06/30	Total Allocated	1331 639B P7 06/01-05/31 07/01-06/30	Total Allocated	Proposed Total	New Total
01 Alamance	*	2	0	$0.00	0	$0.00	0	$0.00	343,209	$0.00	0	$0.00	343,209	343,209
D1 Albemarle	*	3	0	$75,000.00	0	$0.00	0	$0.00	1,078,710	$0.00	0	$679,040.00	1,078,710	1,832,750
02 Alexander	*	2	0	$0.00	0	$0.00	0	$0.00	147,771	$0.00	0	$166.00	147,771	147,937
04 Anson	*	2	0	$0.00	0	$0.00	0	$0.00	216,515	$0.00	0	$107,201.00	216,515	323,716
D2 Appalachian	*	2	0	$0.00	0	$0.00	0	$0.00	360,567	$0.00	0	$133,019.00	360,567	493,586
07 Beaufort	*	2	0	$0.00	0	$0.00	0	$2,050.00	188,996	$0.00	0	$133,598.00	188,996	324,644
09 Bladen	*	2	0	$0.00	0	$0.00	0	$10,666.00	250,426	$0.00	0	$128,187.00	250,426	389,279
10 Brunswick	*	2	0	$0.00	0	$0.00	0	$0.00	228,886	$0.00	0	$167,874.00	228,886	396,760
11 Buncombe	*	3	0	$75,000.00	0	$0.00	0	$0.00	388,445	$0.00	0	$590,477.00	388,445	1,053,922
12 Burke	*	2	0	$0.00	0	$0.00	0	$0.00	273,215	$0.00	0	$170,237.00	273,215	443,452
13 Cabarrus	*	2	0	$0.00	0	$0.00	0	$3,861.00	349,073	$0.00	0	$485,133.00	349,073	838,067
14 Caldwell	*	2	0	$0.00	0	$0.00	0	$0.00	194,700	$0.00	0	$231,599.00	194,700	426,299
16 Carteret	*	2	0	$0.00	0	$0.00	0	$0.00	152,305	$0.00	0	$109,386.00	152,305	261,691
17 Caswell	*	2	0	$0.00	0	$0.00	0	$0.00	169,179	$0.00	0	$69,041.00	169,179	238,220
18 Catawba	*	3	0	$75,000.00	0	$0.00	0	$0.00	298,172	$0.00	0	$111,988.00	298,172	485,160
19 Chatham	*	2	0	$0.00	0	$0.00	0	$9,383.00	172,242	$0.00	0	$65,245.00	172,242	246,870
20 Cherokee	*	2	0	$0.00	0	$0.00	0	$0.00	107,033	$0.00	0	$19,900.00	107,033	126,933
22 Clay	*	2	0	$0.00	0	$0.00	0	$0.00	51,226	$0.00	0	$60,363.00	51,226	111,589
23 Cleveland	*	2	0	$0.00	0	$0.00	0	$0.00	257,204	$0.00	0	$82,905.00	257,204	340,109
24 Columbus	*	2	0	$0.00	0	$0.00	0	$0.00	269,111	$0.00	0	$138,952.00	269,111	408,063
25 Craven	*	2	0	$0.00	0	$0.00	0	$0.00	273,695	$0.00	0	$64,257.00	273,695	337,952
26 Cumberland	*	3	0	$75,000.00	0	$0.00	0	$0.00	567,643	$0.00	0	$0.00	567,643	642,643
28 Dare	*	2	0	$0.00	0	$0.00	0	$0.00	82,338	$0.00	0	$0.00	82,338	82,338
29 Davidson	*	2	0	$0.00	0	$0.00	0	$37,214.00	320,899	$0.00	0	$430,222.00	320,899	788,335
30 Davie	*	2	0	$0.00	0	$0.00	0	$0.00	130,996	$0.00	0	$70,794.00	130,996	201,790
31 Duplin	*	2	0	$0.00	0	$0.00	0	$0.00	299,150	$0.00	0	$72,574.00	299,150	371,724
32 Durham	*	3	0	$75,000.00	0	$0.00	0	$0.00	514,327	$0.00	0	$733,355.00	514,327	1,322,682
33 Edgecombe	*	2	0	$0.00	0	$0.00	0	$0.00	276,289	$0.00	0	$0.00	276,289	276,289
D7 Foothills	*	2	0	$0.00	0	$0.00	0	$0.00	398,352	$0.00	0	$121,950.00	398,352	520,302
34 Forsyth	*	3	0	$75,000.00	0	$0.00	0	$116,687.00	580,856	$0.00	0	$901,202.00	580,856	1,673,745
35 Franklin	*	2	0	$0.00	0	$0.00	0	$0.00	185,826	$0.00	0	$14,069.00	185,826	199,895
36 Gaston	*	2	0	$0.00	0	$0.00	0	$0.00	366,128	$0.00	0	$508,854.00	366,128	874,982
38 Graham	*	2	0	$0.00	0	$0.00	0	$0.00	113,863	$0.00	0	$1,170.00	113,863	115,033
D3 Gran-Vance	*	2	0	$0.00	0	$0.00	0	$0.00	464,129	$0.00	0	$340,819.00	464,129	804,948
40 Greene	*	2	0	$0.00	0	$0.00	0	$10,007.00	263,847	$0.00	0	$90,903.00	263,847	364,757
41 Guilford	*	2	0	$0.00	0	$0.00	0	$0.00	765,104	$0.00	0	$814,665.00	765,104	1,579,769
42 Halifax	*	2	0	$0.00	0	$0.00	0	$0.00	262,965	$0.00	0	$0.00	262,965	262,965
43 Harnett	*	2	0	$0.00	0	$0.00	0	$0.00	299,331	$0.00	0	$259,538.00	299,331	558,869
44 Haywood	*	2	0	$0.00	0	$0.00	0	$0.00	120,927	$0.00	0	$56,807.00	120,927	177,734
45 Henderson	*	3	0	$75,000.00	0	$0.00	0	$0.00	205,226	$0.00	0	$122,061.00	205,226	402,287
47 Hoke	*	2	0	$0.00	0	$0.00	0	$0.00	241,747	$0.00	0	$88,124.00	241,747	329,871
48 Hyde	*	2	0	$0.00	0	$0.00	0	$21,336.00	166,168	$0.00	0	$61,758.00	166,168	249,262
49 Iredell	*	2	0	$0.00	0	$0.00	0	$0.00	281,624	$0.00	0	$452,200.00	281,624	733,824
50 Jackson	*	2	0	$0.00	0	$0.00	0	$0.00	143,402	$0.00	0	$143,537.00	143,402	286,939
51 Johnston	*	2	0	$0.00	0	$0.00	0	$0.00	357,434	$0.00	0	$226,867.00	357,434	584,301
52 Jones	*	2	0	$0.00	0	$0.00	0	$0.00	187,134	$0.00	0	$61,133.00	187,134	248,267
53 Lee	*	2	0	$0.00	0	$0.00	0	$0.00	237,908	$0.00	0	$156,124.00	237,908	394,032
54 Lenoir	*	2	0	$0.00	0	$0.00	0	$34,608.00	300,690	$0.00	0	$178,607.00	300,690	513,905
55 Lincoln	*	2	0	$0.00	0	$0.00	0	$0.00	141,053	$0.00	0	$143,184.00	141,053	284,237

56 Macon	* 2	0	$0.00	0	$0.00	0	$22,429.00	101,513	$0.00	0	$131,660.00	101,513	255,602
57 Madison	* 2	0	$0.00	0	$0.00	0	$0.00	81,472	$0.00	0	$88,587.00	81,472	170,059
D4 M-T-W	* 2	0	$0.00	0	$0.00	0	$2,193.00	512,930	$0.00	0	$71,673.00	512,930	586,796
60 Mecklenburg	* 2	0	$0.00	0	$0.00	0	$0.00	1,433,634	$0.00	0	$2,237,476.00	1,433,634	3,671,110
62 Montgomery	* 2	0	$0.00	0	$0.00	0	$7,097.00	215,518	$0.00	0	$91,998.00	215,518	314,613
63 Moore	* 2	0	$0.00	0	$0.00	0	$0.00	184,865	$0.00	0	$83,270.00	184,865	268,135
64 Nash	* 2	0	$0.00	0	$0.00	0	$0.00	279,610	$0.00	0	$261,075.00	279,610	540,685
65 New Hanover	* 2	0	$0.00	0	$0.00	0	$0.00	342,405	$0.00	0	$0.00	342,405	342,405
66 Northampton	* 2	0	$0.00	0	$0.00	0	$0.00	201,072	$0.00	0	$29,644.00	201,072	230,716
67 Onslow	* 2	0	$0.00	0	$0.00	0	$0.00	369,423	$0.00	0	$482,308.00	369,423	851,731
68 Orange	* 2	0	$0.00	0	$0.00	0	$0.00	263,260	$0.00	0	$0.00	263,260	263,260
69 Pamlico	* 2	0	$0.00	0	$0.00	0	$0.00	140,247	$0.00	0	$42,292.00	140,247	182,539
71 Pender	* 2	0	$0.00	0	$0.00	0	$0.00	157,356	$0.00	0	$0.00	157,356	157,356
73 Person	* 2	0	$0.00	0	$0.00	0	$0.00	182,935	$0.00	0	$0.00	182,935	182,935
74 Pitt	* 2	0	$0.00	0	$0.00	0	$0.00	352,244	$0.00	0	$240,254.00	352,244	592,498
75 Polk	* 2	0	$0.00	0	$0.00	0	$0.00	94,163	$0.00	0	$15,160.00	94,163	109,323
76 Randolph	* 2	0	$0.00	0	$0.00	0	$0.00	297,311	$0.00	0	$14,013.00	297,311	311,324
77 Richmond	* 2	0	$0.00	0	$0.00	0	$13,518.00	275,413	$0.00	0	$152,239.00	275,413	441,170
78 Robeson	* 2	0	$0.00	0	$0.00	0	$0.00	389,489	$0.00	0	$0.00	389,489	389,489
79 Rockingham	* 2	0	$0.00	0	$0.00	0	$0.00	230,273	$0.00	0	$518.00	230,273	230,791
80 Rowan	* 2	0	$0.00	0	$0.00	0	$56,434.00	307,539	$0.00	0	$370,753.00	307,539	734,726
82 Sampson	* 2	0	$0.00	0	$0.00	0	$0.00	299,135	$0.00	0	$103,169.00	299,135	402,304
83 Scotland	* 2	0	$0.00	0	$0.00	0	$0.00	257,630	$0.00	0	$101,708.00	257,630	359,338
84 Stanly	* 2	0	$0.00	0	$0.00	0	$0.00	164,045	$0.00	0	$0.00	164,045	164,045
85 Stokes	* 2	0	$0.00	0	$0.00	0	$0.00	98,906	$0.00	0	$143,558.00	98,906	242,464
86 Surry	* 2	0	$0.00	0	$0.00	0	$0.00	230,447	$0.00	0	$420.00	230,447	230,867
87 Swain	* 2	0	$0.00	0	$0.00	0	$23,711.00	157,505	$0.00	0	$82,667.00	157,505	263,883
D6 Toe River	* 2	0	$0.00	0	$0.00	0	$73,293.00	303,112	$0.00	0	$267,023.00	303,112	643,428
88 Transylvania	* 2	0	$0.00	0	$0.00	0	$0.00	79,149	$0.00	0	$91,325.00	79,149	170,474
90 Union	* 2	0	$0.00	0	$0.00	0	$0.00	335,968	$0.00	0	$392,234.00	335,968	728,202
92 Wake	* 3	0	$75,000.00	0	$0.00	0	$0.00	1,386,072	$0.00	0	$209,385.00	1,386,072	1,670,457
93 Warren	* 2	0	$0.00	0	$0.00	0	$0.00	200,846	$0.00	0	$0.00	200,846	200,846
96 Wayne	* 2	0	$0.00	0	$0.00	0	$0.00	357,238	$0.00	0	$98,158.00	357,238	455,396
97 Wilkes	* 2	0	$0.00	0	$0.00	0	$17,080.00	204,585	$0.00	0	$208,142.00	204,585	429,807
98 Wilson	* 2	0	$0.00	0	$0.00	0	$0.00	295,361	$0.00	0	$91,640.00	295,361	387,001
99 Yadkin	* 2	0	$0.00	0	$0.00	0	$29,313.00	171,293	$0.00	0	$136,180.00	171,293	336,786
Totals		0	600,000	0	0	0	490,880	25,000,000	0	0	15,837,614	25,000,000	41,928,494

Sign and Date - DPH Program Administrator 22NOV21	Sign and Date - DPH Section Chief
Sign and Date - DPH ~~Contracts~~ Office - ATC Coordinator Budget 11/22/2021	Sign and Date - DPH Budget Officer 11/22/2021

Monday, February 7, 2022

Pender County Budget Ordinance Amendment

Date Monday, February 7, 2022

Board Meeting Date (If Applicable) Tuesday, February 22, 2022

Fiscal Year FY 2021-2022

Fund 11 - HEALTH

Division, Program, Project, etc. 900074 - CDC COVID-19 Vaccination Program

Department 900074 - PEDIATRIC CLINIC

Purpose of Request

Increase revenues and expenditures for COVID-19 vaccinations under the CDC in the amount of $157,356.

Contract Agreement Addendum - 716 CDC COVID-19 Vaccination Program

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900074-400200	348184	157,356
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900074 COVID-19	400200 Salaries	157,356
2			
3			
4			
5			
6			
7			
8			
9			
10			

Create your own automated PDFs with Jotform PDF Editor- It's free

Jotform

	Account # (ORG-OBJECT)	Account Description	Amount
11			
12			
13			

Total Revenues 157356

Total Expenditures 157356

Budget Amendment Balances when Zero. 0

Prepared By: Donna Ramos

Email dramos@pendercountync.gov

Create your own automated PDFs with Jotform PDF Editor- It's free

Jotform

Pender County
Agricultural Lease Agreement

TO:	Board of County Commissioners
FROM:	Chad McEwen
DATE:	February 22, 2022
SUBJECT:	Approval of a Agricultural Lease Agreement (Prison Property)

SUMMARY:
Agricultural Lease agreement for pin number 3219-87-6937-0000.

ACTION REQUESTED:
Approval of lease agreement

AGRICULTURAL LEASE AGREEMENT

THIS AGRICULTURAL LEASE AGREEMENT (this "Lease"), dated as of the ___ day of _____, 2022, by and between Pender County ("Landlord") and _____ ("Tenant").

RECITALS/STATEMENT OF PURPOSE

Landlord owns the real property consisting of approximately 100 acres (the "Premises") for the purpose of planting and harvesting crops. The Premises is generally located along Old Savannah Road and consists of all land included in PIN 3219-87-6937-0000 as assigned by the Pender County Tax Office. Premises is also reflected in DB 4699, Page 1680 and plat reference 00640144 (herein attached) according to the Pender County Tax Office.

NOW, THEREFORE, in consideration of the foregoing premises, mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord, the Premises, on the following terms and conditions:

1. Lease Term. The initial term of this Lease shall commence on _____, 2022 (the "Commencement Date") and shall continue thereafter for a term ending on the earlier of (i) the date on which Tenant harvests the crops on the Premises or (ii) December 31, 2022 (the "Term").

2. Rental. The "Rent" shall be ___$10,000___ and 00/100 Dollars, payable in advance on the first day of the Term.

3. Maintenance. Tenant shall perform its planting and harvesting activities on the Premises in a good and workmanlike manner so as to preserve the condition of the Premises and prevent any damage to or depletion or erosion of the Premises. Tenant agrees that Tenant shall maintain the Premises continuously during the Term. Tenant shall abide by all federal, state and local laws in its use of the Premises, including, but not limited to, only utilizing chemicals and fertilizers in a lawful manner and in compliance with any licensing requirements.

4. Use and Occupancy. Tenant agrees that the Premises will be used solely for the planting and harvesting of traditional row crops including cotton, corn, soybeans, peanuts.

5. Quiet Enjoyment. Landlord agrees that Tenant shall hold and enjoy the Premises for the Term for the purposes stated herein, free from interference by Landlord or anyone claiming by, through or under Landlord, subject, however, to the terms of this Lease. Notwithstanding the foregoing, Landlord shall have the right to enter the Premises, and conduct certain testing and surveying of the Premises, including soil samples, but shall do so in a manner that does not damage Tenant's crops or unreasonably interfere with Tenant's rights under this Lease.

6. Assignment and Subletting. Tenant shall not be entitled to assign its interest in this Lease or sublet its interest in the Premises without Landlord's prior written consent, which may be withheld in Landlord's sole discretion.

7. Default. Any one or more of the following events shall constitute an "Event of Default" by Tenant and a breach of the Lease:

(a) Tenant's failure to pay timely the Rent more than five (5) days after the due date; or

(b) Tenant's failure to maintain the Premises as required pursuant to **Section 3** hereof; or

(c) Tenant's failure to perform any of the other covenants, conditions and agreements under this Lease and a continuance of such failure without the curing of same for a period of fifteen (15) days after Landlord's notice to Tenant specifying the nature of such failure.

8. Landlord's Remedies. Upon the occurrence of an Event of Default, Landlord shall have the right to:

(a) Terminate this Lease without notice to vacate (any right to which is hereby waived by Tenant) and to re-possess the Premises, and re-enter the Premises; or

(b) Pursue any and all other rights and remedies at law or in equity for such breach. Nothing in this section affects or limits any right of indemnity which Landlord is entitled under this Lease.

9. Claims and Liability. Tenant shall be solely responsible for its use of the Premises and accept all risks, liability, and claims therefor. Tenant acknowledges that it is familiar with the condition of the Premises and shall make no claim for damage, injury or loss against Landlord related to its use of the Premises, or use by its contractors, licensees, employees or invitees. Tenant shall ensure that no liens are allowed to encumber the Premises as a result of Tenant's activities on the Premises. Tenant shall indemnify and hold harmless Landlord for any claims asserted against Landlord as a result of Tenant's use of the Premises. Upon execution of the contract, Tenant shall provide Landlord with a certificate of insurance list Pender County as an additional insured.

10. Entire Understanding; Amendment. This instrument contains the entire understanding and agreement by and between the parties hereto with respect to the Lease of the Premises, notwithstanding any prior or contemporaneous oral or written agreements or instruments, and no amendment to this Lease shall be effective unless the same is in writing and signed by all of the parties hereto.

11. Personal Representatives, Successors and Assigns. All rights and privileges provided for hereunder shall inure to the benefit of the personal representatives, and permitted successors and assigns of the parties hereto. All obligations herein provided shall be binding on the parties hereto, their personal representatives, successors and assigns.

12. Law Applicable. This Lease shall be construed and interpreted under and governed by the laws of the State of North Carolina.

13. Surrender of Premises. Tenant will deliver up the Premises at the end of the Term in good order and condition, normal wear and tear, condemnation or casualty only excepted. Any crops existing at the termination of the Term shall become the property of Landlord and Tenant shall have no further rights or claim thereto.

14. Waivers. Failure of Landlord to object to any act or admission on the part of Tenant, no matter how long the same may continue, shall not be deemed to be a waiver of any right hereunder. No waiver by Landlord at any time, express or implied, of any breach of any provision of this Lease shall be deemed to consent to any subsequent breach of the same or any other provision. No acceptance by Landlord of any partial payment shall constitute an accord or satisfaction but shall only be deemed as part payment on account.

15. Severability. The invalidity, illegality, or unenforceability of any provision of this Lease shall not render the other provisions hereof invalid, illegal or unenforceable.

[SEPARATE SIGNATURE PAGE FOLLOWS]

SEPARATE SIGNATURE PAGE
LEASE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed pursuant to authority duly given as of the day and year first above written.

LANDLORD

PENDER COUNTY

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally and voluntarily came before me this day and acknowledged that he/she is the _____ of Pender County, a body politic and corporate, and that he/she, as _____ being authorized to do so, executed the foregoing on behalf of the entity.

WITNESS my hand and official stamp or seal, this the ___ day of _____, 2022.

[SEAL]

_____
Notary Public
Name typed/printed: _____

My Commission Expires:
_____

TENANT

JOHN HOPE

By: _____
Name: .

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally and voluntarily came before me this day and acknowledged that he/she is the _____ of Pender County, a body politic and corporate, and that he/she, as _____ being authorized to do so, executed the foregoing on behalf of the entity.

WITNESS my hand and official stamp or seal, this the ___ day of _____, 2022.

[SEAL]

_____
Notary Public
Name typed/printed: _____

My Commission Expires:
_____

Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	February 22, 2022
SUBJECT:	Approval of Purchase Order to Fairway Ford for the purchase of three (3) 2022 Ford Police Interceptor Utility Explorer for in the amount of $153,499.00.

SUMMARY:
Pender County Sheriff's Office is requesting the approval of a Purchase Order to purchase three (3) 2022 Ford Police Interceptor Utility Explorers. These Explorers will be purchased from Fairway Ford in Burgaw at North Carolina Sheriff's Association pricing in the amount of $153,499.00. This price also includes the outfitting of the equipment needed in the truck including but not limited to the strobe lights, computer stand, mobile radio mount, decals, etc.

These funds will come from account 510-407403.
These vehicles were budgeted for in FY 2022.

ACTION REQUESTED:
Approval of Purchase Order to Fairway Ford for the purchase of three (3) 2022 Ford Police Interceptor Utility Explorer for in the amount of $153,499.00.

Fairway Ford, Inc.
444 US Highway 117 South
PO Box 959
Burgaw, NC 28425

January 11, 2022

Captain Wells,

The quote you requested for the 2022 Ford Police Interceptor Utility / Explorer is below.

2022 Ford Explorer AWD Police Interceptor as per NCSA specifications plus the following requested options:

- (99C) 3.0L Ecoboost
- (67U) Ultimate wiring kit
- (67V) Connector kit
- (51R) Driver Side LED Spotlight
- (55F) 4 FOB Keyless Remote Entry
- (76D) Deflector Plate
- Police equipment upfit (per your "SLICK TOP NO CAGE" specs) prior to delivery

Total including options and upfit: $48907.00**

**Quote valid based on an order date no later than May 27, 2022 due to the expiration date of the current Government Price Concession.

Please do not hesitate to contact me if you have any questions or need any further details.

Respectfully Submitted,

Keith Batson
Financial Services Manager
Fairway Ford, Inc.
Burgaw, NC
Phone: (910) 259-2371
Fax: (910) 259-9638

Fairway Ford, Inc.
444 US Highway 117 South
PO Box 959
Burgaw, NC 28425

January 11, 2022

Captain Wells,

The quote you requested for the 2022 Ford Police Interceptor Utility / Explorer is below.

2022 Ford Explorer AWD Police Interceptor as per NCSA specifications plus the following requested options:

- (99C) 3.0L Ecoboost
- (67U) Ultimate wiring kit
- (67V) Connector kit
- (51R) Driver Side LED Spotlight
- (55F) 4 FOB Keyless Remote Entry
- (76D) Deflector Plate
- Police equipment upfit (per your "LIGHTBAR" specs) prior to delivery

Total including options and upfit: $51021.00**

**Quote valid based on an order date no later than May 27, 2022 due to the expiration date of the current Government Price Concession.

Please do not hesitate to contact me if you have any questions or need any further details.

Respectfully Submitted,

Keith Batson
Financial Services Manager
Fairway Ford, Inc.
Burgaw, NC
Phone: (910) 259-2371
Fax: (910) 259-9638

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Allen Vann
DATE:	February 22, 2022
SUBJECT:	Traffic Impact Analysis - New Law Enforcement Center

SUMMARY:
In terms of the new Law Enforcement Center / Jail project, Pender County is required by NCDOT to have a Traffic Impact Analysis (TIA) performed by a civil engineering firm. TIA studies can be time consuming and require quite a bit of coordination with NCDOT. Therefore, it is imperative that we get an engineering firm established as early in this project as possible.

It is our recommendation to select Ramey Kemp Associates as the firm of choice at a contractual agreement of $14,000.

ACTION REQUESTED:
Award Ramey Kemp Associates as the firm of choice to conduct the TIA, and approve a subsequent purchase order of $14,000 to be paid from the New Law Enforcement / Jail project code of 60-407400-6093.

EXULT ENGINEERING

304-F West Millbrook Road, Raleigh, NC 27609 | 984-500-5426 | cole@exultengineering.com

January 21, 2022

Mr. Chad McEwan
County Manager – Pender County
805 S. Walker Street
P.O. Box 5
Burgaw, North Carolina 28425

Re: Professional Services Agreement

Dear Mr. McEwan,

Exult Engineering, PC ("Exult" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to Pender County ("Client") for providing traffic engineering analysis services for the proposed Law Enforcement Center in Pender County, North Carolina.

It is our understanding the proposed 98.81-acre site will consist of a 96,800 square foot law enforcement facility as well as areas designated as future development. Based on the provided conceptual plan, the proposed site is to be accessed by two full movement driveways on Old Savannah Road South as well as cross connectivity to provide a full movement access on Penderlea Highway. It is our understanding the proposed development does not require rezoning, but is being annexed into Town of Burgaw limits. Based on preliminary calculations, the trip generation for the proposed site does not meet thresholds for triggering the need for a Traffic Impact Analysis (TIA) for the North Carolina Department of Transportation (NCDOT). We have assumed, for purposes of this proposal, that NCDOT will not require a TIA. This proposal summarizes the coordination and analysis efforts needed to prepare the required TIA for the Town of Burgaw.

Scope of Services

Task 1: Trip Generation & Scoping

TRIP GENERATION

Based on your anticipated development program, Exult will perform trip generation calculations according to the rates and equations published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition*. We understand only the portion of the site designated as the Law Enforcement Center is to be analyzed in the TIA, and not the areas labeled as "Future Development." The trip generation will be shared with the Town during preliminary scoping discussions. If we are unable to use published rates and equations, additional data collection at like sites and/or determination of alternative trip generation rates may be required to appropriately generate trips for the proposed site and will result in additional effort and fee.

SCOPING COORDINATION

Exult will coordinate with the Town to determine the necessary requirements for the TIA. We will also coordinate with NCDOT to confirm a TIA will not be required by completing and submitting the *NCDOT TIA Needs Screening* form. In an effort to expedite the scoping process with the Town, we will attempt to scope the study via email. However, a virtual meeting may be required. Based on our coordination, we will develop a Memorandum of Understanding (MOU) to summarize our TIA assumptions for approval by the Town. For purposes of this proposal, we assume the following intersections will be analyzed in the TIA:

- Old Savannah Road S at New Savannah Road (unsignalized)
- Penderlea Highway at New Savannah Road (unsignalized)
- N Wright Street at E Wallace Street (unsignalized)
- Penderlea Road at W Wallace Street (unsignalized)
- Old Savannah Road S at Proposed Driveways (2)
- Penderlea Highway at Proposed Site Driveway

Analysis required for intersections other than those listed above will fall under additional services.

Task 2: Data Collection

BACKGROUND TRAFFIC DATA

We will obtain necessary available traffic data from NCDOT, the County, and the Town. This data may include existing traffic count data, approved development traffic data, historical growth rates, as well as any signal plans and signal timing information, if applicable. We will include traffic from up to two (2) approved developments. If additional approved developments are required to be included in the study, this will be considered an Additional Service and will result in additional effort and fee.

We will review the adjacent street network, available public planning documents (such as Thoroughfare Plans), plans for adjacent development projects, and planned roadway improvements committed to by NCDOT, the County, the Town, or others.

SITE VISIT

Based on the study area summarized in the MOU, we will perform a site visit to collect data regarding existing traffic conditions such as existing lane geometry, available storage lengths, signal control information, posted speed limits, and current traffic flow patterns. This data is necessary to develop traffic analysis models.

TRAFFIC COUNT DATA

We understand that review agencies are beginning to accept new traffic count data to be directly used for analysis purposes as traffic volumes and patterns are returning to “normal” from the initial COVID pandemic fluctuations. We will work with the Town to determine the most accurate means for determining existing traffic volumes. For purposes of this proposal, we expect new traffic count data will be necessary at the following intersections:

- Old Savannah Road S at New Savannah Road
- Penderlea Highway at New Savannah Road
- N Wright Street at E Wallace Street
- Penderlea Road at W Wallace Street

Task 3: Traffic Impact Analysis

TRIP GENERATION

As mentioned above, trip generation calculations will be performed and shared with the Town during scoping correspondence. If changes to the site plan occur resulting in the need to update the trip generation calculations, this will lead to additional effort and consequently, additional fee.

FUTURE TRAFFIC VOLUMES

We will estimate the background traffic volumes by applying a growth factor provided by the Town to the project build-out year designated by you (2025). We will also include the approved development project traffic volumes. Based upon existing traffic patterns, surrounding land uses, and planned projects, we will determine a trip distribution and assignment for the proposed site traffic. We will obtain approval of the distribution from the Town. The site traffic volumes will be added to the background traffic volumes at the study intersections.

We will perform detailed traffic engineering capacity analyses utilizing Synchro 10 for the study intersections under the following traffic scenarios:

- Existing traffic (2022)
- No-Build traffic (2025)
- Build-out traffic
- Build-out traffic with recommended improvements

We will utilize SimTraffic simulation software to report maximum queue lengths. We will provide recommendations for needed roadway and operational improvements for the existing roadway network for the anticipated project traffic. Analysis required for other years not mentioned above will fall under additional services.

REPORT

We will summarize our analysis and results by following the NCDOT *Congestion Management TIA Guidelines and* guidelines set forth in the *Town of Burgaw Unified Development Ordinance*. We will discuss our findings and recommendations with you prior to finalization of the study in the form of a DRAFT TIA. We will prepare a formal TIA report for submittal to the necessary review agencies.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our hourly rates. Additional services we can provide include, but are not limited to, the following:

- Capacity Analysis of additional study intersections
- Trip generation rate determination calculations
- Signal Warrant Analysis
- Additional trip generation analysis due to site plan changes
- Driveway permits
- Scoping and coordinating review with NCDOT
- Signal design
- Roadway improvement exhibits
- In-person meetings with NCDOT, Town of Burgaw, or others
- Traffic count data collection at additional study intersections

Information Provided by Client

The following information shall be provided by the Client:

- Proposed site plan (previously provided)
- Build-out year (previously provided)

Schedule

We will provide our services as expeditiously as practicable. Agency review timelines are outside of our control. We expect the following timeline:

- Task 1: Trip Generation & Scoping — 2 weeks
- Task 2: Data Collection — 1-2 weeks
- Task 3: Traffic Impact Analysis — 2-3 weeks

Fees and Expenses

Exult will perform the Services in Tasks 1-3 for the total lump sum fee below. All permitting, application, and similar project fees will be paid directly by the Client.

- Tasks 1: Trip Generation & Scoping — $2,000
- Tasks 2 & 3: Data Collection and Traffic Impact Analysis — $14,500

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Exult Engineering, PC, and "Client" shall refer to Pender County.

Exult, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Exult project number with all payments. Please provide the following information:

____ Please email all invoices to _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

EXULT ENGINEERING, PC

By: Coleman Dagerhardt, P.E.
President

Agreed to this _____day of _____, 2022.

PENDER COUNTY

Signature:

By:_____

Title: _____

Witness:_____

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____

Attachment – Request for Information
Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract.

Client Identification

Full, Legal Name of Client						
Mailing Address for Invoices						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner		Agent for Owner		Unrelated to Owner	

EXULT ENGINEERING, PC

STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
(c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
(d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
(e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
(g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
(i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:
Compensation shall be paid to the Consultant in accordance with the following provisions:
(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
(c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or $50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**
(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of North Carolina. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

January 25, 2022

Chad McEwen
Pender County
805 South Walker Street
Burgaw, NC 28425
cmcewen@pendercountync.gov
[Sent via Email to Chad Simmons]

Reference: Pender County Detention Center – Burgaw, NC

Subject: Transportation Engineering Services Agreement

Dear Mr. McEwen:

Ramey Kemp & Associates Inc. (RKA) is pleased to provide you with this Transportation Engineering Services Agreement for the above referenced project. We understand this proposed detention center development is located north of Penderlea Highway and west of Old Savannah Road in Burgaw, North Carolina. Access to the site is proposed via two (2) full movement driveways on Old Savannah Road and one (1) full movement driveway on Penderlea Highway. The following is our proposed scope of services for the Project ("Services") based on previous projects in the area. RKA has not yet discussed this project with NCDOT, or the Town of Burgaw (Town). The parties acknowledge that the scope of services may change following consultation or coordination with the NCDOT and the Town. The parties agree that should the scope of services change following any future consultation or coordination, RKA will provide the Client with a revised proposal or an addendum to this agreement setting forth any such changes and associated costs to be paid by the Client.

I.) SCOPE OF SERVICES:

A.) Traffic Engineering:

a. Coordinate with Client to establish a thorough understanding of the project as well as to obtain all available information.

b. Coordinate with the Town and NCDOT to discuss the project, obtain information, and finalize scope. Prepare a memorandum of understanding outlining the project scope. This proposal assumes a maximum of one (1) virtual meeting [conference call or video teleconference] may be needed for scoping purposes.

c. The following intersections are **assumed** to be included in the study area:
   i. Penderlea Highway and Pine Street (unsignalized)
   ii. Penderlea Highway and Wallace Street (unsignalized)
   iii. Wallace Street and Wright Street (unsignalized)
   iv. Old Savannah Road and Coras Grove Road (unsignalized)
   v. Old Savannah Road and Proposed Site Driveway(s)
   vi. Penderlea Highway and Proposed Site Driveway

d. Conduct turning movement counts at the existing study intersection during the weekday AM (7 – 9 AM) and PM (4 – 6 PM) peak periods. Any recent counts that are available may be utilized, if appropriate.

e. Utilizing trip generation formulas in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition, calculate the amount of weekday daily, weekday AM peak hour, and weekday PM peak hour traffic to be generated by the proposed development upon full build out.

f. Determine site trip distribution percentages based on surrounding population densities, existing traffic patterns, the previously approved Traffic Impact Analysis (TIA) for nearby sites, and engineering judgment. Assign site-generated traffic to study intersections and site driveway utilizing trip distribution percentages.

g. Project existing traffic volumes to the build-out year using a compounded growth rate approved by the Town and NCDOT. Combine the background traffic with the site traffic to determine the future traffic conditions that can be expected upon build-out of the site. The background traffic will include any proposed adjacent developments. This proposal assumes the traffic from any proposed adjacent development will be provided by the reviewing agencies.

h. Analyze study intersections during the weekday AM and PM peak hours for the following scenarios:

   i. 2021 Existing Traffic
   ii. Build Year No-Build Traffic
   iii. Build Year Build Traffic
   iv. Build Year Build Traffic with Improvements

i. Prepare a Traffic Impact Analysis documenting the study findings with graphical aides and an appendix of supporting data. Provide a draft copy to the Client for review. Upon approval, submit necessary copies of the report to the NCDOT and local reviewing agencies for their review and comments.

j. Coordinate with the Client to discuss to ensure an understanding of the study and answer questions via virtual meeting [conference call or video teleconference].

k. Coordinate with the NCDOT (if required) and local reviewing agencies (via telephone or written correspondence) to ensure an understanding of the study and answer questions. It is difficult to estimate the extent of comments to be provided by the local reviewing agency and/or NCDOT regarding the review. Should revised analyses, the TIA document, or any other additional effort beyond written clarifications be required to address comments or provide additional information to the agencies, a supplemental proposal will be provided.

l. Any additional meetings requested by the Client for RKA to attend will be billed on an hourly + expenses basis.

B.) <u>Additional Services:</u>

Additional (extra) services are defined as any work item not included in the above scope of services that are requested by the client or review agencies. Additional services will be billable at the RKA billing rates that are

current at the time the extra work is identified. Any meetings not included in the scope of services will be considered extra. Extra work will be identified either in writing or by verbal communication, if requested by the client, but must be approved in writing by client before proceeding to perform such additional services.

Additional services RKA provides includes, but is not limited to, the following areas:

- Driveway permits and encroachment agreements
- Roadway design
  - Intersection Improvement Design
  - Highway and Interchange Design
  - Roundabout Design
  - Sidewalk Design
  - Cost estimations
- Traffic signal design and timing plans
- Signing and pavement marking plans
- Hydraulic Design

II.) SUMMARY OF FEES:

RKA will provide the above noted services based on the following fee(s).

Service(s)	Lump Sum or Hourly+Expenses	FEE
A.) Traffic Engineering	**Lump Sum**	**$14,000.00**
B.) Extra Services	**Hourly + Expenses**	**--**

a.) Fee is valid for 30 days from the date of this agreement.
b.) RKA's hourly rates/expenses are subject to change and RKA reserves the right to make modifications.
c.) A schedule of Hourly Rate and Reimbursable Expenses can be provided upon request.

III.) DEPOSIT:

Client will be required to pay to RKA fifty percent (50%) of the fee identified in the proposal before RKA commences any services or work pursuant to this Agreement. RKA will submit invoices to client as provided herein as the services are performed. RKA will hold the client's deposit and credit the amount of the deposit against RKA's final invoice(s) for RKA's services.

IV.) GENERAL CONDITIONS:

RKA General Conditions (**Attachment 1**) are incorporated herein by reference (see attached). The undersigned client represents and acknowledges that they have been provided with a copy of the General Conditions and have read and fully understand the General Conditions.

V.) PROJECT/CLIENT INFORMATION SHEET:

RKA Project/Client Information Sheet (**Attachment 2**) is incorporated herein by reference (see attached). A completed Project/Client Information Sheet must be returned with signed agreement.

V.) ACCEPTANCE:

The undersigned represents and warrants that (1) he or she is duly authorized and has legal capacity to execute/deliver this Agreement, (2) the execution/delivery of this Agreement and the performance of the Client's obligations hereunder have been duly authorized, (3) and the Agreement is a valid/legal agreement binding on the Client and enforceable in accordance with its terms.

Accepted this _____ day of _____ (month), _____ (year)

Client Name:_____
(Print)

By: _____ Title: _____
(Sign) (Print)

We very much appreciate you contacting us and look forward to assisting you with this project.

Sincerely,
Ramey Kemp Associates

Joshua Reinke, PE
NC Private Traffic Lead

Attachments: 1- RKA General Conditions
2- RKA Project/Client Information Sheet

ATTACHMENT - 1
Ramey Kemp & Associates General Conditions
(As of January 1, 2016)

1.01 ***Payment Procedures***

A. *Invoices:* Invoices are due and payable upon receipt. If Client fails to make any payment due Engineer for Services, extra work, or expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving three days written notice to Client, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, extra work, expenses, and other related charges. Client waives any and all claims against Engineer for any such suspension.

B. *Payment:* As compensation for Engineer providing or furnishing Services and extra work, Client shall pay Engineer as set forth herein. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.01 ***Termination***

A. The obligation to continue performance under this Agreement may be terminated for cause:
   1. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its Services shall constitute a substantial failure to perform and a basis for termination.
   2. By Engineer:
      a. upon seven days written notice if Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      b. upon seven days written notice if the Engineer's Services are delayed for more than 30 days for reasons beyond Engineer's control.

B. Engineer shall have no liability to Client on account of a termination for cause by Engineer.

C. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 2.01.A.1 if the party receiving such notice begins, within three days of receipt of such notice, to correct its substantial failure to perform, proceeds diligently to cure such failure, and does cure such failure within no more than 14 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 14-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 30 days after the date of receipt of the notice.

D. The Agreement may be terminated for convenience by Client effective upon Engineer's receipt of written notice from Client.

E. In the event of any termination under Paragraph 2.01.D, Engineer will be entitled to invoice Client and to receive full payment for all Services and extra work performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and extra work, Engineer's consultants' charges, if any, and any other reasonable costs incurred by Engineer as a result of such termination.

3.01 ***General Considerations***

A. Should completion of any portion of the Services by Engineer be delayed, suspended, or impaired, through no fault of Engineer, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

B. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.

C. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Engineer of full payment due and owing for all Services and extra work relating to preparation of the documents and subject to the following limitations:
   1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
   2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk;
   3. Client shall defend, indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and such limited license to Client shall not create any rights in third parties.

D. To the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.

E. **ENGINEER AND CLIENT AGREE THAT ENGINEER'S (INCLUDING ENGINEER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, AND EMPLOYEES) TOTAL LIABILITY TO THE CLIENT AND TO ANYONE CLAIMING BY, THROUGH, OR UNDER THE CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, COSTS, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, BY STATUTE, OR OTHERWISE, SHALL BE LIMITED TO $25,000.00 OR ENGINEER'S TOTAL FEE FOR THE SERVICES PERFORMED HEREUNDER, WHICHEVER IS GREATER.**

F. Any disputes relating to or arising out of this Agreement or Engineer's Services shall be subject to mandatory mediation, which shall be a condition precedent to any form of binding dispute resolution. The Parties shall select a mutually agreeable mediator for any such dispute and the Parties agree to split the mediator's costs evenly. The Parties may mutually agree to waive mediation. Any disputes not resolved by mediation shall be subject to Arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules in effect as of the date of this Agreement.

G. This Agreement shall be governed by the laws of the State of North Carolina. The Parties agree that any dispute or other legal action relating to this Agreement, shall be conducted only in Wake County, North Carolina, unless otherwise agreed to by the Parties or provided by law.

H. A party's non-enforcement of any provision in the Agreement shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.

Client Initials: _____

RAMEY KEMP ASSOCIATES

TOGETHER WE ARE LIMITLESS

Client Information Sheet

Project Name:

Client Name:

[ ] Person [ ] Corporation [ ] LLC [ ] Partnership

Address:

Project Contact Name:

Title:

Email:

Phone Number(s):

Billing/Invoicing Information:

Billing/Invoicing Contact Name (if different):

Email:

Phone Number(s):

Billing/Invoicing Address:

Real Property Legal Owner Name:

(Who owns the land the project is being built on?)

[ ] Person [ ] Corporation [ ] LLC [ ] Partnership

Address:

Owner Contact Name:

Email:

Phone Number(s):

RKA rameykemp.com

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	February 22, 2022
SUBJECT:	Approval of a Budget Amendment to Decrease Health Department Revenues and Expenditures for Fiscal Year 2021-2022: $39,900

SUMMARY:
On September 20, 2021 the Board of County Commissioners approved to accept funds allocated in the amount of $39,900 from the Chronic Disease and Injury Section. The funds were to be used to hire temporary staff to address COVID-19 health disparities in the community. Funding was short term and must be expended by May 30, 2022. The Health Department has been unsuccessful in recruiting a temporary Social Worker for this project and will not be able to meet the requirements of the Agreement Addendum. We are seeking approval of a budget amendment to decrease the funds and return them back to the state.

ACTION REQUESTED:
To approve a budget amendment decreasing programmatic revenues and related expenses for the Health Department by $39,900

Tuesday, February 8, 2022

Pender County Budget Ordinance Amendment

Date Tuesday, February 8, 2022

Board Meeting Date (If Applicable) Tuesday, February 22, 2022

Fiscal Year FY 2021-2022

Fund 11 - HEALTH

Division, Program, Project, etc. COVID-19 - 900074

Department 900074 - PEDIATRIC CLINIC

Purpose of Request

Decrease Revenue and Expenditures in 900074 for AA 466 in the Amount of $39,900.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900074-348184	COVID-19	-39,900
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900074-40200	Salaries	-29362
2	900074-400211	401(K) Non Leo	-790
3	900074-400500	FICA	-2415
4	900074-400600	Group Insurance	-4415
5	900074-400700	Retirement	-2918
6			
7			
8			
9			
10			

Create your own automated PDFs with Jotform PDF Editor- It's free

Jotform

	Account # (ORG-OBJECT)	Account Description	Amount
11			
12			
13			

Total Revenues -39900

Total Expenditures -39900

Budget Amendment Balances when Zero. 0

Prepared By: Donna Ramos

Email dramos@pendercountync.gov

Create your own automated PDFs with Jotform PDF Editor- It's free

Jotform

Pender County
Accepting Funds from the Office of State Budget Management

TO:	Board on County Commissioner
FROM:	Tommy Batson
DATE:	February 22, 2022
SUBJECT:	Accepting Funds from the Office of State Budget Management

SUMMARY:

The Pender County Emergency Management Office in the spring of 2021 reached out the State for funding. The Emergency Management office is requesting the county to approve accepting this funds on $130,000. The North Carolina State Budget was approved in Oct 2021 and included $130,000 for the County of Pender Emergency Management Department. The Office of State Budget Management has reached out and the funds are ready to be transferred. County staff has started the paperwork process to receive these funds.

This funding request was for $130,000 to purchase two new portable generator for shelter operations. This request was to replace two of the generators purchased after Hurricane Fran in 1996.

ACTION REQUESTED:

The Emergency Management office is requesting the county to approve accepting this funds on $130,000. The North Carolina State Budget was approved in Oct 2021 and included $130,000 for the County of Pender Emergency Management Department.

Pender County
Petition for Road Addition

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	February 22, 2022
SUBJECT:	Approval of Petition for a Road Addition

SUMMARY:
NCDOT submitted a petition on behalf of the the property owners and/or developers of Union Bethel II subdivision to add Cirrus Court addition to the Division of Highways. Length of the road is 0.10 miles. Number of occupied homes having street frontage is 5, it is located 0.88 miles southeast of the intersection of Route US 17 and SR 1562.

ACTION REQUESTED:
Approval of Petition for a Road Addition

North Carolina Department of Transportation
Division of Highways
Petition for Road Addition

0625-P

ROADWAY INFORMATION: (Please Print/Type)

County: PENDER Road Name: CIRRUS COURT
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: UNION BETHEL II Length (miles): 0.10

Number of occupied homes having street frontage: 5 Located (miles): 0.88

miles N ☐ S ☒ E ☒ W ☐ of the intersection of Route US 17 (SR, NC, US) and Route SR 1562 (SR, NC, US).
(Check one)

We, the undersigned, being property owners and/or developers of UNION BETHEL II in PENDER County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: MARTIN EVANS, DEVELOPER Phone Number: 910-262-9999

Street Address: 17117 US HWY 17, HAMPSTEAD, NC 28443

Mailing Address: 17117 US HWY 17, HAMPSTEAD, NC 28443

PROPERTY OWNERS

Name	Mailing Address	Telephone

Form SR-1 (3/2006; Rev 1/2010)

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY: Please check the appropriate block

☐ Rural Road ☐ Subdivision platted prior to October 1, 1975 ☐ Subdivision platted after September 30, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-or-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

ROAD NAME	HOMES	LENGTH	ROAD NAME	HOMES	LENGTH
'CIRRUS COURT	5	0.10			

Form SR-1 (3/2006; Rev 1/2010)

Pender County
Petition for a Road Addition

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	February 22, 2022
SUBJECT:	Approval of Petition for a Road Addition

SUMMARY:
NCDOT submitted a petition on behalf of the the property owners and/or developers of The Reserve on Island Creek, Sections I, II & III to add an addition to Mississippi Drive to the Division of Highways. Length of the road is 0.23 miles. Number of occupied homes having street frontage is 10, it is located 2.5 miles west of the intersection of Route #1002 and Hwy #210.

ACTION REQUESTED:
Approval of Petition for a Road Addition

0623-P

North Carolina Department of Transportation
Division of Highways
Petition for Road Addition

ROADWAY INFORMATION: (Please Print/Type)

County: Pender Road Name: Mississippi Drive
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: The Reserve on Island Creek, Sections I, II & III Length (miles): 0.23± mi

Number of occupied homes having street frontage: 10 Located (miles): 2.5± mi

miles N ☐ S ☐ E ☐ W ☒ of the intersection of Route 210 (SR, NC, US) and Route 1002 (SR, NC, US).
(Check one)

We, the undersigned, being property owners and/or developers of The Reserve on Island Creek, Sections I, II & III in Pender County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: Tidewater Associates, Inc. Phone Number: 910 455-2414

Street Address: 306 New Bridge Street, Jacksonville, NC 28540

Mailing Address: P.O. Box 976; Jacksonville, NC 28541

PROPERTY OWNERS

Name	Mailing Address	Telephone

Form SR-1 (3/2006; Rev 1/2010)

TIDEWATER ASSOCIATES, INC.
ENGINEERS · SURVEYORS · PLANNERS
JACKSONVILLE, NORTH CAROLINA
EST. 1961

VIA EMAIL ONLY

September 13, 2021

Mr. Douglas W. Racine, Deputy District Engineer
NCDOT – District Office
295 Wilmington Hwy., Suite A
Jacksonville, NC 28540

Re: Road Addition Re-Petition for
The Reserve on Island Creek
Sections I, II & III
Pender County, NC

Dear Mr. Racine,

Please find enclosed the Re-Petition for Street Addition for the above referenced project. Utility Encroachment Agreements should be on file. Copies of the recorded plats will follow by email, as requested.

If you have any questions or need any additional information, please contact me.

Sincerely,

TIDEWATER ASSOCIATES, INC.

Richard C. Muni, P.L.S.
Construction Administrator

Enclosures
ec: Mr. Coleman Parks (Petition)
Mr. Anthony Sydes – IC3 Partners, LLC (Petition)
CF (P), LAM, JAH
RCM/djh
C1.2021.RCM.Letters.ReserveIslandCrk.Petition.091321

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY: Please check the appropriate block

☐ Rural Road ☐ Subdivision platted prior to October 1, 1975 ☐ Subdivision platted after September 30, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-or-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

ROAD NAME	HOMES	LENGTH	ROAD NAME	HOMES	LENGTH
East Huckleberry Way	4	0.08± mi			
West Huckleberry Way	20	0.47± mi			
Pap's Point	5	0.06± mi			
Thatcher Drive	6	0.13± mi			
Polly Lane	0	0.04± mi	(Connecting Street)		

Form SR-1 (3/2006; Rev 1/2010)

Pender County
Petition for a Road Addition

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	February 22, 2022
SUBJECT:	Approval Petition for a Road Addition

SUMMARY:
NCDOT submitted a petition on behalf of the the property owners and/or developers of Foxfield to add an extension to Holiday Drive to the Division of Highways. Length of the road is 0.08 miles. Number of occupied homes having street frontage is 3, it is located 0.46 miles south east of the intersection of Route NC 210 and SR 1643.

ACTION REQUESTED:
Approval of Petition for a Road Addition.

0624-P

North Carolina Department of Transportation
Division of Highways
Petition for Road Addition

ROADWAY INFORMATION: (Please Print/Type)

County: Pender Road Name: Holiday Drive Extension
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Foxfield Length (miles): 0.08

Number of occupied homes having street frontage: 3 Located (miles): 0.46

miles N ☒ S ☐ E ☒ W ☐ of the intersection of Route NC210 and Route 1643 .
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of N/A. in Pender County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: Doug Racine (District Office District 1) Phone Number: 910-467-0502

Street Address: 295 Wilmington Hwy. Suite A Jackosnville, NC 28540

Mailing Address: 295 Wilmington Hwy. Suite A Jackosnville, NC 28540

PROPERTY OWNERS

Name	Mailing Address	Telephone

Form SR-1 (3/2006; Rev 1/2010)

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY: Please check the appropriate block

☐ Rural Road ☐ Subdivision platted prior to October 1, 1975 ☐ Subdivision platted after September 30, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-or-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

ROAD NAME	HOMES	LENGTH	ROAD NAME	HOMES	LENGTH

Form SR-1 (3/2006; Rev 1/2010)

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	February 22, 2022
SUBJECT:	Approval of Engineering Contract with McKim & Creed for the WTP Generator and WWTP Berm Project, Budget Ordinance Amendment, and Associated Purchase Order

SUMMARY:
The Water Plant Generator & Wastewater Plant Berm Project is a previously Board approved project to address issues encountered during Hurricane Florence. It will add a natural gas-fired emergency generator to the Water Plant, and construct a flood control berm around the lower portion of the Pender Commerce Park Wastewater Treatment Plant. 75% of the funding is through an Economic Development Administration grant, and the other 25% is funded through Pender County Utilities enterprise fund.

PCU issued a Request for Qualifications for engineering services for the Water Plant Generator & Wastewater Plant Berm Project. We received 4 Statements of Qualification from the following firms: Catlin, CDM Smith, McKim & Creed, and Wooten. Four PCU staff members reviewed the SOQs and scored them based on a variety of parameters. McKim & Creed scored highest in the evaluation, they provided an excellent submittal for the project, and they are very familiar with the specific needs and the area of the project. Following selection, McKim & Creed provided a contract for consideration which is attached.

Funds are available for this contract in the capital project account that was established following the Board's approval of the Capital Project Ordinance on June 15, 2020. An Economic Development Administration grant of 75% of the project cost was awarded last year, and the matching 25% was previously approved by the Board. The account for the engineering contract for the generator portion is 83-404505 ($139,500) and the berm portion is 88-404505 ($79,600). A Budget Ordinance Amendment is also attached to adjust the amounts previously estimated for the engineering contract from the project contingency.

ACTION REQUESTED:
Approve Engineering Contract with McKim & Creed for the WTP Generator and WWTP Berm Project, Budget Ordinance Amendment, and Associated Purchase Order

ATTACHMENTS:
Proposed contract
Budget Ordinance Amendment
Evaluation Criteria and RFQ Selection Scoring Sheets
Statement of Qualifications for McKim & Creed

McKIM&CREED

ENGINEERS
SURVEYORS
PLANNERS

February 3, 2022 190652

Mr. Kenny P. Keel, PE, Director
Pender County Utilities & Solid Waste
605 E. Freemont Street
PO Box 995
Burgaw, NC 28425

RE: Pender Commerce Park
Water Plant Generator & Wastewater Plant Berm
Proposal for Engineering Services

Dear Mr. Keel:

We are pleased to present this proposal to provide design, permitting, bid, and construction phase services for the Water Plant Generator & Wastewater Plant Berm project. Our detailed proposal is as follows:

I. PROJECT UNDERSTANDING

The proposed project includes two primary components, each intended to mitigate issues that were experienced during Hurricane Florence in 2018, which are briefly described as follows:

Water Treatment Plant Natural Gas Generator

As a result of Hurricane Florence, access and supply issues severely hindered the delivery of diesel fuel to the Pender Commerce Park's Water Treatment Plant (WTP) standby generator, limiting the ability of the plant to remain functional during the extended power outage. This project includes the addition of a new natural gas standby generator that can be supplied by the exiting underground gas mains available at the Park. The new generator will be installed in parallel to the existing diesel generator, providing the County with redundancy and improved reliability during events that necessitate extended power outages.

243 North Front Street
Wilmington, NC 28401

910.343.1048
Fax 910.251.8282
www.mckimcreed.com

Wastewater Treatment Plant Flood Protection Berm

During Hurricane Florence, the Pender Commerce Park's Wastewater Treatment Plant (WWTP) experienced severe flooding of several structures on-site, disrupting the ability to operate effectively. The proposed project will include the construction of an earthen berm around the southern and western boundary of the existing WWTP site. Provisions for stormwater management during normal operations as well as flood conditions will be included as part of the design process.

The engineering services for this scope of work will include design, permitting, bid, and construction phase services for each component described above. Our detailed scope of services for each major component is provided as follows:

II. SCOPE OF SERVICES

WATER TREATMENT PLANT NATURAL GAS GENERATOR

Task 1 – Design & Permitting Services

Design & permitting of the new natural gas (NG) generator will include the following tasks:

Records Review

1) Examine Owner provided record drawings along with electrical equipment Operations & Maintenance manuals to determine existing conditions and configurations.
2) Examine at least one (1) year of monthly electrical bills (provided by Owner) for typical and peak kilowatt-hour usage
3) Provide detailed examination of existing SKM or eTAP electrical distribution mode (provided by Owner).
4) Consultant has included one (1) site visit for one (1) day to gather supplemental as-built information along with sighting of proposed equipment.
5) Consult with County staff to identify proposed location of the new NG generator and associated switchgear building. Existing record drawings (to be provided by Owner) will be utilized to determine the most advantageous location for the proposed generator and switchgear building.
6) Evaluate routing for a new gas main feed from Quality Way to the proposed generator location, indicated in the January 6, 2021, Preliminary Engineering Report (PER) prepared by Pender County for Title IX

Economic Adjustment Assistance. McKim & Creed will utilize topographic survey and subsurface utility engineering from the on-going US Highway 421 Pump Station and Force Main project as the base design file for the new gas main feed.

7) Review existing geotechnical information previously conducted for the WTP design. It is assumed that existing geotechnical information will be sufficient for structural design of the foundations for the generator pad and switchgear building.

Preliminary Design & Engineering Analysis

1) Develop electrical loading tables and evaluate typical equipment run-times for electrical loading profile(s)
2) Provide suggested NG generator electrical ratings as based on "paralleling" or "stand-alone" operations, or supplemental operations.
3) Determine NG fuel consumptions based on operations and various loading levels. Consult with Piedmont Natural Gas (PNG) to verify that the existing gas main on Quality Way is sufficient to serve the new generator. For the purposes of this scope of work, it assumed that the existing 4-inch/2-inch gas main that exists on Quality Way is sufficient to supply the existing NG WWTP generator and the proposed NG WTP generator. Additional coordination or sizing of new gas feed is considered Additional Services.
4) Provide Vendor equipment quotations and cut sheets for selected NG generator assembly.
5) Determine switchgear requirements and required size of building to house switchgear.
6) Determine MOPO criterion in accordance with Owner requirements

30%, 60%, 90% and Final Design

1) 30% Design Submittal
    a. Provide Power and Control Riser Diagram(s) depicting switchgear modifications and/or new additional equipment
    b. Provide NG Generator Specification Section
    c. Provide Functional Description of back-up generator operations utilizing the existing diesel and new NG generator assemblies
    d. Provide preliminary design location of generator, switchgear building, and routing of gas main feed. For the purposes of this proposal, it is assumed that the switchgear building will be pre-fabricated concrete and approximate dimensions of 12 ft x 20 ft.
    e. Provide preliminary routing of the proposed gas main feed.

f. Develop preliminary/30% opinion of probable project cost
g. Submit 30% design to County staff for review and comment. Attend one (1) in-person meeting to discuss design submittal and review comments with County staff.

2) 60% Design Submittal
   a. Upon approval of County staff for the 30% design submittal, McKim & Creed will prepare 60% documents for review.
   b. Provide updated Power and Control Riser Diagram(s) depicting switchgear modifications and/or new additional equipment as based on Owner review comments and design review meeting
   c. Provide Electrical Site Plan(s) and/or Layouts depicting existing conditions and new equipment locations, power and control raceway routings, grounding, and switchgear building.
   d. Provide routing and 60% design of the proposed gas main feed.
   e. Provide updated NG Generator Specification Section as based on Owner review comments and design review meeting
   f. Provide Switchgear Specification per updated Functional Description of back-up generator operations utilizing the existing diesel and new NG generator assemblies as based on Owner review comments and design review meeting
   g. Provide Specification Sections for electrical materials, testing labeling, etc.
   h. Develop 60% opinion of probable project cost.
   i. Submit 60% design to County staff for review and comment. Attend one (1) in-person meeting to discuss design submittal and review comments with County staff.

3) 90% Design Submittal
   a. Upon approval of County staff for the 60% design submittal, McKim & Creed will prepare 90% documents for review.
   b. Provide updated Power and Control Riser Diagram(s) depicting switchgear modifications and/or new additional equipment as based on Owner review comments and design review meeting
   c. Provide updated Electrical Site Plan(s) and/or Layouts depicting existing conditions and new equipment locations; power and control raceway routings; grounding system and switchgear building as based on Owner review comments and design review meeting.
   d. The foundation of the switchgear building and generator will be designed based upon existing geotechnical information

provided by the owner and previously conducted at the WTP site.

e. The switchgear building will include a unit heater and vented fan and louver for air transfer.
f. Provide Installation Detail Drawing(s)
g. Provide routing and 90% design of the proposed gas main feed.
h. Provide updated NG Generator Specification Section as based on Owner review comments and design review meeting
i. Provide updated Switchgear Specification as based on Owner review comments and design review meeting
j. Provide updated Specification Sections for electrical materials, testing labeling, etc. as based on Owner review comments and design review meeting
j. Provide Opinion of Cost for DIV-26 Scope of Work (SOW)
k. Develop 90% opinion of probable project cost.
l. Submit 90% design to County staff for review and comment. Attend one (1) in-person meeting to discuss design submittal and review comments with County staff.

4) Final Issued for Bid Design Submittal
   a. Upon approval of County staff for the 90% design submittal and at conclusion of permitting, McKim & Creed will prepare Final Issued for Bid documents.
   b. Provide final Power and Control Riser Diagram(s) depicting switchgear modifications and/or new additional equipment
   c. Provide final Electrical Site Plan(s) and/or Layouts depicting existing conditions and new equipment locations, power and control raceway routings, switchgear building, grounding system and proposed gas main feed.
   d. Provide final Installation Detail Drawing(s)
   e. Provide final Specification Sections
   f. Comments received from the 90% design via the County and regulatory agencies will be incorporated as appropriate.
   g. Final documents will be developed to include detailed design drawings, details, specifications, and reports suitable for public bidding
   h. Develop final opinion of probable project cost.

Permitting Tasks

McKim & Creed will prepare and submit the following permits for the proposed project:

- NC DEQ Air Quality Permit – an air quality permit will be required for the new NG generator. McKim & Creed will prepare the permit package based on the Tier rating of the proposed generator and submit to the Air Quality Section for review and comments.
- Administrative Permit Change Request Letter NC DEQ Public Water Supply – this scope of work assumes that a letter request can be submitted to Public Water Supply to administratively revise the WTP permit to include the new NG generator. If a full permit submittal is required, it would be considered as Additional Services.
- Economic Development Administration (EDA) Approval to Bid – McKim & Creed will submit the proposed bid package and required documentation to EDA for review and approval prior to bid advertisement.

McKim & Creed will prepare all noted permit applications and supporting documentation for submittal to the appropriate review agency. Comments received will be addressed and incorporated as required.

Owner Requirements

Pender County (Owner) shall provide the following:

- Record drawings of the existing WTP facilities
- Electrical Equipment O&M Manuals
- One (1) year of monthly electric bills for typical and peak kilowatt-hour usage.
- Provide geotechnical information/reports previously conducted for the WTP.

Task 2 – Bid Phase Services

McKim & Creed will provide the following services during the Bidding Phase of the Project.

1) Prepare 'front-end' documents for public advertisement and bidding consistent with EDA funding.
2) Provide necessary information to Pender County for the preparation of project bid advertisement.
3) Provide necessary information for the preparation of the bid package that will be utilized for bid solicitation.
4) Conduct the Pre-Bid meeting and issue minutes.
5) Assist in answering bidder's questions concerning elements designed by McKim & Creed and prepare technical information as necessary for inclusion in addenda if required.

6) Provide Pender County with one set of official, signed and sealed construction document sets for their file.
7) Conduct the bid opening.
8) Review bid packages and prepare the certified bid tabulations.
9) Provide written letter of recommendation of award.
10) Compile contract documents for execution.
11) Provide for five (5) sets of documents for execution.

The Bid Phase will conclude upon Pender County's issuance of a notice to proceed to the selected construction contractor. It is assumed that a rebid of this project, if required, will be considered Additional Services.

Task 3 – Construction Management Services

Our scope of services for Construction Management is premised on administering a single (1) construction contract for the NG generator project. This scope of work assumes 150 consecutive calendar days to install, test and finalize construction of the generator and switchgear once it has been delivered to the site. Our construction management will include:

Construction Administration

1) Conduct pre-construction meeting and issue minutes.
2) Schedule and hold regular monthly construction meetings with the Owner and contractor. Prepare and distribute construction meeting minutes to document discussions and responsibilities.
3) Receive, log, track and perform shop drawing reviews. Compare shop drawings to the plans and technical specifications, note deficiencies or compliance issues, and issue comments to the contractor.
4) Receive, log, track, & respond to contractor's written requests for information or clarification of the Contract Documents.
5) Provide clarification of requirements as indicated on the construction plans and specifications if/when questions arise during construction.
6) Receive, log, track, & respond to notifications from contractor of changes to work conditions and requests for change orders.
7) Review materials testing for conformance to the specifications.
8) Receive, log, track, & review contractor's monthly invoices and make recommendations for payment.
9) Schedule and conduct the Substantial Completion evaluation. Prepare the Substantial Completion punchlist and work with the contractor to ensure outstanding work is completed.
10) Upon satisfactory completion of the Substantial Completion punchlist and after reviewing test results from the Contractor, prepare the Engineer's Substantial Completion Certification.

11) Schedule and conduct the Final Completion evaluation. Prepare the Final Completion punchlist and work with the contractor to ensure work is fully complete.
12) After the contractor has satisfactorily completed the Final Completion punchlist, submitted all test results, as-built redlined drawings, and release of waivers and claims, McKim & Creed will prepare the Engineer's Final Completion Certification.

Construction Observation (Resident Project Representative)

1) McKim & Creed will provide a Resident who is well-qualified and experienced in constructing municipal water and wastewater treatment facilities.
2) The Resident shall prepare reports for each day he is on-site and submit them to McKim & Creed's Project Engineer for review on a weekly basis.
3) The Resident will maintain a photographic record during construction to document aspects of the construction process.
4) The Resident will immediately call the contractor's attention to work that is being completed that does not comply with the approved plans and specifications. Should the contractor fail to remedy the situation, then the Resident will immediately contact the Engineer.
5) The Resident shall document field conditions and will maintain a record as to the weather, contractors' personnel on-site, contractor's equipment on-site and the specific work completed since the last site visit.
6) The Resident shall confirm that contractor's red-lined As-Built Drawings are continuously being kept up-to-date and being completed to minimum standards of care.
7) The Resident shall review the contractor's monthly pay requests to confirm that all quantities are accurate and shall recommend payment.
8) The Resident shall participate in monthly construction meetings and will represent the Engineer in responding to technical questions.

Our fee for Resident Construction Observation is based on a 20-week actual construction period at an average of 8 hours per week. It is noted that the total 15 month timeline noted in the Anticipated Project Schedule includes estimated material lead times prior to actual construction. The hours per week will vary based on work in progress on the project site.

WASTEWATER TREATEMENT PLANT FLOOD CONTROL BERM

Task 1A – Design & Permitting Services

Design & permitting for a new flood control berm will include the following tasks:

Preliminary Design & Records Review

1) Review and incorporation of the record drawings for the WWTP facility.
2) Review and incorporation of the topographic information that will be developed by McKim & Creed for the on-going US 421 Pump Station & Force Main project with Pender County. This scope of work assumes that no additional surveys or subsurface utility engineering will be required to complete the work detailed in this proposal.
3) Review of current FEMA Flood Mapping for comparison to 100 and 500 year flood elevations at the WWTP site (if available).
4) Review of prior geotechnical investigations conducted for the WWTP construction.
5) Coordination with County staff to review historical photographic evidence and operations knowledge of the flood conditions that occurred at the WWTP site during Hurricane Florence.
6) Prepare conceptual layout of proposed berm to include approximate elevation and height. It is anticipated that the elevation of the berm will be determined via consultation with County staff and that flood modeling or HEC-RAS modeling will not be required.
7) Develop conceptual options for discussion with County staff to allow for drainage inside the plant site through the berm during normal conditions.
8) Evaluate if tree removal is required for the new berm location, which may possibly impact the habitat, nesting, or foraging areas for the Red Cockaded Woodpecker. If required, McKim & Creed will initiate contact with US Fish & Wildlife Service to determine if additional permitting or approval is required.

30%, 60%, 90% and Final Design

1) 30% Design Submittal
    a. Conduct five (5) geotechnical soil borings along the proposed route of the berm. Soil borings will provide recommendations on the slope, composition, and requirements to 'key' the berm below existing grade. This scope of work assumes an earthen berm with a clay core and clay key component for anchoring. Therefore, no structural design of concrete, steel or other constructed berm material is included in this scope of work.
    b. Prepare 30% plans to include alignment of berm, basic grading, or spot elevations.
    c. Provide preliminary details for berm section and key requirements.

d. Provide preliminary details for storm water control and drainage thru berm during normal (non-flood) events. For the purposes of this proposal, it is assumed that the non-flood event management will not require pumping, electrical design, or detailed structural design.
e. Develop preliminary/30% opinion of probable project cost.
f. Submit 30% design to County staff for review and comment. Attend one (1) in-person meeting to discuss design submittal and review comments with County staff

2) 60% Design Submittal
   a) Upon approval of County staff for the 30% design submittal, McKim & Creed will prepare 60% documents for review.
   b) Prepare detailed grading for the berm to include existing and finished contours, spot elevations, and drainage features.
   c) Prepare detailed cross section of berm to include side slopes, top of berm elevation, core requirements, and key requirements.
   d) Relocation of the site fence (if required) will be identified and provided in the documents
   e) Tree removal (if required) will be identified and included in the documents.
   f) Preliminary technical specifications will be provided.
   g) Geotechnical recommendations will be provided.
   h) Develop 60% opinion of probable project cost.
   i) Submit 60% design to County staff for review and comment. Attend one (1) in-person meeting to discuss design submittal and review comments with County staff.

3) 90% Design Submittal
   a. Upon approval of County staff for the 60% design submittal, McKim & Creed will prepare 90% documents for review.
   b. 90% documents will include detailed design, grading, and details for the proposed berm, non-flood event drainage, tree impacts, fencing modifications, and miscellaneous details. The 90% documents will be sufficient for permit/agency review.
   c. Upon concurrence of Pender County of the 90% design documents, permit applications will be prepared and as appropriate.
   d. Develop 90% opinion of probable project cost.
   e. Submit 90% design to County staff for review and comment. Attend one (1) in-person meeting to discuss design submittal and review comments with County staff.

4) Final Issued for Bid Design Submittal

a. Upon approval of County staff for the 90% design submittal and at conclusion of permitting, McKim & Creed will prepare Final Issued for Bid documents.
b. Comments received from the 90% design via the County and regulatory agencies will be incorporated as appropriate.
c. Final documents will be developed to include detailed design drawings, details, specifications, and reports suitable for public bidding.
d. Develop final opinion of probable project cost.

Permitting Tasks

McKim & Creed will prepare and submit the following permits for the proposed project:

- NC DEQ Erosion & Sedimentation Control – an erosion & sedimentation control permit will be required for construction of the new berm.
- NC DEQ Stormwater Management Permit – it is anticipated that an exemption will be required for the Stormwater Permit given that no impervious surface will be constructed and the site storm drain permit will not be impacted. McKim & Creed will prepare an exemption submittal for the project as outlined in this proposal.
- NC DEQ Division of Water Quality/NPDES Permit – based on the scope of work, the construction of a berm is not applicable to the current WWTP permit. Therefore, this scope of work assumes a permit modification for the berm is not required.
- US Fish & Wildlife – This scope of work does include environmental permitting through US Fish & Wildlife should tree removal be required and impacts to the Red Cockaded Woodpecker (RCW) habitat or nesting areas are identified. If impacts to the RCW are identified in the preliminary stage of the project, an amendment for the required permitting will be required separate of this scope.
- Section 401/404 Permits – Since we are redirecting stormwater, will there be any impacts to streams/wetlands that we need to permit? Same with CAMA, do we need to do anything with them regarding this stormwater redirection?
- Economic Development Administration (EDA) Approval to Bid – McKim & Creed will submit the proposed bid package and required documentation to EDA for review and approval prior to bid advertisement.

McKim & Creed will prepare all noted permit applications and supporting documentation for submittal to the appropriate review agency. Comments received will be addressed and incorporated as required.

Task 2A – Bid Phase Services

McKim & Creed will provide the following services during the Bidding Phase of the Project.

1) Prepare 'front-end' documents for public advertisement and bidding consistent with EDA funding.
2) Provide necessary information to Pender County for the preparation of project bid advertisement.
3) Provide necessary information for the preparation of the bid package that will be utilized for bid solicitation.
4) Conduct the Pre-Bid meeting and issue minutes.
5) Assist in answering bidder's questions concerning elements designed by McKim & Creed and prepare technical information as necessary for inclusion in addenda if required.
6) Provide Pender County with one set of official, signed and sealed construction document sets for their file.
7) Conduct the bid opening.
8) Review bid packages and prepare the certified bid tabulations.
9) Provide written letter of recommendation of award.
10) Compile contract documents for execution.
11) Provide for five (5) sets of documents for execution.

The Bid Phase will conclude upon Pender County's issuance of a notice to proceed to the selected construction contractor. It is assumed that a rebid of this project, if required, will be considered Additional Services

Task 3A – Construction Management Services

Our scope of services for Construction Management is premised on administering a single (1) construction contract for the WWTP Flood Control Berm project. This scope of work assumes 150 consecutive calendar days to install the flood control berm with 30 days of initial contractor mobilization. Our construction management will include:

Construction Administration

1) Conduct pre-construction meeting and issue minutes.
2) Schedule and hold regular monthly construction meetings with the Owner and contractor. Prepare and distribute construction meeting minutes to document discussions and responsibilities.

3) Receive, log, track and perform shop drawing reviews. Compare shop drawings to the plans and technical specifications, note deficiencies or compliance issues, and issue comments to the contractor.
4) Receive, log, track, & respond to contractor's written requests for information or clarification of the Contract Documents.
5) Provide clarification of requirements as indicated on the construction plans and specifications if/when questions arise during construction.
6) Receive, log, track, & respond to notifications from contractor of changes to work conditions and requests for change orders.
7) Review materials testing for conformance to the specifications.
8) Receive, log, track, & review contractor's monthly invoices and make recommendations for payment.
9) Schedule and conduct the Substantial Completion evaluation. Prepare the Substantial Completion punchlist and work with the contractor to ensure outstanding work is completed.
10) Upon satisfactory completion of the Substantial Completion punchlist and after reviewing test results from the Contractor, prepare the Engineer's Substantial Completion Certification.
11) Schedule and conduct the Final Completion evaluation. Prepare the Final Completion punchlist and work with the contractor to ensure work is fully complete.
12) After the contractor has satisfactorily completed the Final Completion punchlist, submitted all test results, as-built redlined drawings, and release of waivers and claims, McKim & Creed will prepare the Engineer's Final Completion Certification.

Construction Observation (Resident Project Representative)

1) McKim & Creed will provide a Resident who is well-qualified and experienced in constructing municipal water and wastewater treatment facilities.
2) The Resident shall prepare reports for each day he is on-site and submit them to McKim & Creed's Project Engineer for review on a weekly basis.
3) The Resident will maintain a photographic record during construction to document aspects of the construction process.
4) The Resident will immediately call the contractor's attention to work that is being completed that does not comply with the approved plans and specifications. Should the contractor fail to remedy the situation, then the Resident will immediately contact the Engineer.
5) The Resident shall document field conditions and will maintain a record as to the weather, contractors' personnel on-site, contractor's equipment on-site and the specific work completed since the last site visit.
6) The Resident shall confirm that contractor's red-lined As-Built Drawings are continuously being kept up-to-date.

7) The Resident shall review the contractor's monthly pay requests to confirm that all quantities are accurate and shall recommend payment.
8) The Resident shall participate in monthly construction meetings and will represent the Engineer in responding to technical questions.

Our fee for Resident Construction Observation is based on a 12-week actual construction period at an average of 10 hours per week. The hours per week will vary based on work in progress on the project site.

III. Anticipated Schedule

Upon executed Authorization to Proceed, we will complete the proposed Scope of Work per the following anticipated schedules:

WATER TREATMENT PLANT NATURAL GAS GENERATOR

Item	Task Duration (Calendar Days)	Task Duration (Months)	Cumulative Duration (Calendar Days)	Cumulative Duration (Months)
Preliminary Design	60	2	45	2
30% Design	60	2	90	4
60% Design	60	2	135	6
90% Design	45	1.5	165	7.5
Permit Review	90	3	225	10.5
EDA Project Review	45	1.5	270	12
Final Design/Advertise for Bids	30	1	300	13
Open Bids	30	1	330	14
Begin Construction	30	1	360	15
Estimated Construction (1)	292	15	652	30

(1) Note: Construction timeline is estimated and may vary dependent upon delivery time of equipment and materials.

WASTEWATER TREATMENT PLANT FLOOD CONTROL BERM

Item	Task Duration (Calendar Days)	Task Duration (Months)	Cumulative Duration (Calendar Days)	Cumulative Duration (Months)
Preliminary Design	60	2	60	2
30% Design	60	2	120	4
60% Design	60	2	180	6
90% Design	45	1.5	225	7.5
Permit Review	90	3	315	10.5
EDA Project Review	45	1.5	360	12
Final Design/Advertise for Bids	30	1	390	13
Open Bids	30	1	420	14
Begin Construction	30	1	450	15
Estimated Construction	150	5	600	20

IV. Fee Compensation

McKim & Creed, Inc. will perform the services outlined in the Scope of Work detailed above for the fixed fee amounts as indicated below:

WATER TREATMENT PLANT NATURAL GAS GENERATOR

Item	Fee
Task 1: Design & Permitting Services	$83,900
Task 2: Bid Phase Services	$7,100
Task 3: Construction Management Services	$48,500*
**Construction Administration ($29,300)*	
**Construction Observation ($19,200)*	
Total Fee (Tasks 1-3)	**$139,500**

WASTEWATER TREATMENT PLANT FLOOD CONTROL BERM

Item	Fee
Task 1A: Design & Permitting Services	$46,800
Task 2A: Bid Phase Services	$6,200
Task 3A: Construction Management Services	$26,600*
**Construction Administration ($12,400)*	
**Construction Observation ($14,200)*	
Total Fee (Tasks 1A-3A)	**$79,600**

Total All Fees	**$219,100**

V. Project Assumptions and Owner Responsibilities

The following represents assumptions for the project and Owner responsibilities which shall be incorporated as part of this proposed scope of work:

1. All communication and correspondence for this project will be through the Pender County, who may be referred to in this proposal as "Owner."
2. Owner shall pay all fees for permits, easement, and property recordation.
3. Owner shall provide full, unconditional, and unlimited access to property without additional permit or access agreements, for the purposes of site investigations.
4. The Owner will provide copies of all documents, tests, reports, modeling, or other miscellaneous information as required to facilitate completion of the project scope.

5. McKim & Creed will utilize Pender County "front- end" specifications and will supply additional technical specifications as required to fit the project scope. Review for conformity and conflicts between County documents and McKim & Creed documents are included as part of this proposed scope of work.
6. McKim & Creed will utilize Pender County standard details (as available) and will supplement those details with McKim & Creed generated details as required for the project scope as outline in this proposal.
7. The attached "McKim & Creed, Inc. General Conditions (07/2016-1)" are hereby incorporated as part of this proposal.

VI. Additional Services (Not Included)

The Professional Services stated herein above do not include the costs of, but can be provided if requested, pursuant to the enclosed 2020 Hourly Rate Schedule.

- Environmental Assessments or Environmental Impact Statements
- Threatened or Endangered Species or other biological surveys
- US Fish & Wildlife Permitting or Approvals
- CAMA Major Permitting.
- HEC-RAS or Flood Modeling
- FEMA Flood Map Revisions
- NCDEQ PWS Authorization to Construct
- Section 401/404 Permitting
- PNG Encroachment Agreement and gas line sizing
- Special Inspections.
- Condition assessment of existing facilities and associated equipment, appurtenances, miscellaneous items related to the existing system that will be impacted by implementation of the proposed project.
- Permit fees or fees for recordation of easement or fee simple mapping.
- NCDOT Right of Way Mapping or detailed research to verify existing rights of way along NCDOT routes.
- Attendance at meetings or responses from review of the project design by outside consultants or other entities except for Pender County staff.
- Court appearances for expert witness.
- Design of demolition or abandonment of existing facilities
- Off-site drainage improvements.
- Redesigns of facilities after approval of final plans; or
- Court appearances for litigation, or preparation for the same
- Subsurface Utility Engineering (horizontal location of existing utilities) not specifically described in this proposal.
- CSX or other Railroad encroachment permits, fees, or license agreements.
- Re-Advertisement or Re-Bid of project

Mr. Kenny P. Keel, PE, Director
February 3, 2022

We appreciate the opportunity to provide these services and look forward to our continuing work with Pender County. If you have any questions or require clarification, please do not hesitate to contact me.

Sincerely,
McKIM & CREED, Inc.



Tony Boahn, P.E.
Vice-President & Regional Director

Enclosures: McKim & Creed, Inc. General Conditions (07/2016-1)

I hereby authorize McKim & Creed, Inc. to proceed with the work described above.

PENDER COUNTY

By: _____ Date: _____
David Piepmeyer

Title: Chairman, Pender County Board of Commissioners

E-Verify Requirement. As a condition of payment for services rendered under this agreement, Engineer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (requirement that employers use E-Verify). Further, if Engineer provides the services to the Client utilizing a subcontractor, Engineer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Engineer shall verify by affidavit compliance with the terms of this section upon request of Client.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the _____ day of _____, 2022

_____

Finance Officer, Pender County

McKim & Creed, Inc.
Engineering Division
General Conditions
(07/2016-1)

Billing and Payment. Invoices will be submitted by McKim & Creed, Inc. (the "Engineer") to the Client monthly for services performed and expenses incurred pursuant to this Agreement. Payment of each such invoice will be due upon receipt and considered past due if not paid within thirty (30) days of the date of the invoice. Any retainers shall be credited on the final invoice.

a) Interest. A service charge will be added to delinquent accounts at 18 percent per annum (1.5 percent per month).

b) Suspension of Services. If the Client fails to make any payment due the Engineer for services and expenses within thirty (30) days of the invoice date on the project(s) covered by this agreement or any other project(s) being performed by Engineer for Client, the Engineer may suspend services under this Agreement until it has been paid in full for all past due amounts owed by Client for services and expenses. The Engineer shall have no liability whatsoever to the Client for any costs or damages occurring as a result of such suspension caused by any such breach of this Agreement by Client.

c) Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

d) Termination Of Services. The failure of the Client to make payment to the Engineer in accordance with the payment terms set forth herein shall constitute a material breach of this Agreement and shall entitle the Engineer, at its option, to terminate the Agreement. Any material breach of this Agreement by the Client shall, at the Engineer's option and in its sole discretion, constitute a breach of and default under any and/or all other agreements between the Client and Engineer.

Confidentiality. The Engineer agrees to keep confidential and not to disclose to any person or entity, other than the Engineer's employees, sub-consultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by the Engineer or furnished to the Engineer and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend itself from any suit or claim.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by the Engineer pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Engineer.

Consequential Damages. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by the Client or the Engineer, their employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and lost profit.

Non-Contingency. The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Engineer pursuant to this Agreement is not subject to any contingency unless the same is expressly set forth in this Agreement. Payments to the Engineer shall not be withheld, postponed or made contingent on the financing, construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Engineer's compensation for any reason.

Opinions of Cost.

(a) Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, are estimates only and shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost prepared by it and the Engineer shall have no liability whatsoever if the actual cost differs from the Engineers estimate. If at any time the Client wishes greater assurance as to the amount of any cost, Client shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by the Client will be paid for as additional services hereunder by the Client.

Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Engineer shall provide a final statement of charges due and will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Engineer as a result of such termination. In the event the Engineer's compensation under this Agreement is a fixed fee, upon such termination the amount payable to the Engineer for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of the work done, as reasonably determined by the Engineer, to the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

Reuse of Documents. All documents, including but not limited to drawings and specifications, prepared by the Engineer pursuant to this Agreement are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse without written verification or adaptation by the Engineer for specific purposes intended will be at the Client's sole risk and without liability or legal exposure to the Engineer; and the Client releases and shall indemnify and hold the Engineer harmless from all claims,

damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting there from. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Client and the Engineer.

Liability. The Engineer is protected by Workmen's Compensation Insurance (and/or employer's liability insurance), professional liability insurance, and by public liability insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The Engineer agrees to compensate the Client for loss, damage, injury or liability arising directly ~~and exclusively~~ from the negligent acts or omissions of the Engineer, its employees, agent, subcontractors and their employees and agents. ~~but only to the extent that the same is actually covered and paid under the foregoing policies of insurance~~. If the Client requires increased insurance coverage, the Engineer will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense. The Client shall provide prompt written notice to the Consultant if the Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Consultant's Instruments of Service.

Limitation of Liability. In performing its professional services hereunder, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder. THE CLIENT UNDERSTANDS AND AGREES THAT THE ENGINEER HAS NOT MADE AND IS NOT MAKING ANY PROMISE, WARRANTY OR REPRESENTATION EXCEPT THE WARRANTIES EXPRESSLY MADE HEREIN, AND THE ENGINEER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. It is agreed that, in accordance with and subject to the provisions of the foregoing paragraph (Liability) and this paragraph, any claim for damages, cost of defense, or expenses which the Client or any third party may assert against the Engineer on account of any and all design defects, errors, omissions, and professional negligence shall be limited to doube the Engineer's fee for this project. ~~to $50,000 or the amount of Engineer's fee for this project, whichever is greater~~. Under no circumstances shall the Engineer be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications. The limitation of liability of double the Engineer's fee for this project ~~$50,000 or the amount of Engineer's fee for this project~~ is a specifically bargained-for provision of this agreement, reflected in Engineer's fee. The Engineer shall not be liable for errors in judgment or for any loss or damage, which occurs for any reason beyond the control of the Engineer. No action may be instituted hereunder more than one year after the cause of action accrued or should have been discovered by reasonable diligence. The provisions of this paragraph and the previous paragraph (Liability) shall survive the termination of this Agreement.

Limitation of Liability for Construction Staking. It is agreed that, in accordance with and subject to the provisions of the foregoing paragraphs (Liability), (Limitation of Liability) and this paragraph, any claim for damages, cost of defense, or expenses which the Client or any third party may assert against the Engineer on account of or related to construction staking shall be limited to double the amount of the Engineer's fee for this project. ~~which amount shall be less than $50,000, or the amount of the Engineer's fee for this project, whichever is greater~~. The limitation of liability for construction staking is a specifically bargained-for provision of this agreement, reflected in Engineer's fee.

_____

_____
Client initials

~~**Expenses of Litigation.** In the event litigation in any way related to the services performed hereunder is initiated against the Engineer by the Client, its contractors, or subcontractors, and such litigation concludes with the entry of a final judgment favorable to the Engineer, the Client shall reimburse the Engineer for all of its reasonable attorneys' fees and other expenses related to said litigation. Such expenses shall include, but shall not be limited to, the cost, determined at the Engineer's normal hourly billing rates, of the time devoted to the defense of such litigation by the Engineer's employees.~~

Controlling Law. This Agreement is to be governed by the law of the State of North Carolina. The parties agree that any suit or action related to this Agreement shall be instituted and prosecuted in the courts of the County of Pender, State of North Carolina, and each party waives any right or defense relating to such jurisdiction or venue.

Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and permitted assigns.

Merger; Amendment. This Agreement constitutes the entire agreement between the Engineer and the Client with respect to its subject matter, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Engineer and the Client.

Ownership Of Instruments Of Service. All reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by the Engineer as instruments of service shall remain the property of the Engineer. The Engineer shall retain all common law, statutory and other reserved rights, including the copyright thereto. Engineer acknowledges this Agreement is subject to Public Records Law.

Photographs. Photographs of any completed project embodying the services of the Engineer provided hereunder may be made by the Engineer and shall be considered as its property, and may be used by it for publication.

Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement, including but not limited to fees that are due or fees that may be due, without the prior written consent of the other party.

Archiving of Project Documentation. Engineer shall maintain copies of printed project documentation for a period of three years from substantial completion of Engineer's services. Engineer shall maintain copies of all electronic media related to the project for a period of one year from substantial completion of Engineer's services. Requests for reproduction of project documentation after these periods have expired will be considered additional services and will be invoiced at the Engineer's prevailing hourly rates at the time of the request, plus expenses.

McKim & Creed, Inc.
Engineering Division
General Conditions
(07/2016-1)

Betterment. If, due to the Engineer's error, any required item or component of the project is omitted from the Engineer's construction documents, the Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Engineer be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

Electronic Files. Because data stored on electronic media can deteriorate undetected or be modified without the Engineer's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of any electronic media delivered to the Client after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, Client will release, indemnify and save harmless the Engineer from any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Engineer agrees that it is responsible only for the printed and sealed drawings and documents, and if there is a conflict between these printed documents and the electronic media, the sealed documents will govern. Engineer makes no warranties, express or implied, under this agreement or otherwise, in connection with the Engineer's delivery of electronic files.

Certifications, Guarantees and Warranties. The Engineer shall not be required to sign any documents, no matter by whom they may be requested, that would result in the Engineer's having to certify, guarantee or warrant the existence of conditions which the Engineer cannot ascertain. The Client also agrees that it has no right to make the resolution of any dispute with the Engineer or the payment of any amounts due to the Engineer in any way contingent upon the Engineer's signing any such certification.

Corporate Protection. It is intended by the parties to this Agreement that the Engineer's services in connection with the project shall not subject the Engineer's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Engineer, a North Carolina corporation, and not against any of the Engineer's employees, shareholders, officers or directors.

Extension Of Protection. The Client agrees to extend any and all liability limitations and indemnification's provided by the Client to the Engineer to those individuals and entities the Engineer retains for performance of the services under this Agreement, including but not limited to the Engineer's officers and employees and their heirs and assigns, as well as the Engineer's sub-consultants and their officers, employees, heirs and assigns.

Job-Site Safety. Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job-site safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Engineer and the Engineer's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.

Scope of Services. Services not set forth as Basic Services or Additional Services and listed in this Agreement are excluded from the scope of the Engineer's services and the Engineer assumes no responsibility to perform such services.

Severability And Survival. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Engineer shall survive the completion of the services hereunder and the termination of this Agreement.

Shop Drawing Review. If included in the scope of services to be provided, the Engineer shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Engineer, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of the Engineer in writing by the Contractor and approved by the Engineer. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Specification Of Materials. The Client understands and agrees that products or building materials, which are permissible under current building codes or ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous characteristics. The Client agrees that if the Client directs the Engineer to specify any product or material, after the Engineer has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Engineer. The Client further agrees that if any product or material specified for this project by the Engineer shall, at any future date be suspected or discovered to be a health or safety hazard, the Client hereby releases the Engineer from any and all liabilities and waives all claims against the Engineer relating thereto.

Standard Of Care. Services provided by the Engineer under this Agreement will be performed in a manner consistent with that

degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area.

Suspension Of Services. If the project is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to such suspension and, upon resumption of services, the Engineer shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at its option, terminate this Agreement upon giving notice in writing to the Client.

Unauthorized Changes To Documents. In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications, construction documents or electronic media, and these changes are not approved in writing by the Engineer, the Client recognizes that such changes and the results thereof are not the responsibility of the Engineer. Therefore, the Client releases the Engineer from any liability arising from the construction, use or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes.

Compensation for Additional Services. The undertaking of the Engineer to perform professional services under this Agreement extends only to those services specifically described herein. If upon the request of the Client, the Engineer agrees to perform additional services hereunder, the Client and the Engineer shall negotiate and agree upon an additional fee to be paid to the Engineer for completion of the agreed upon Additional Services. The Engineer will be under no obligation to begin or complete requested Additional Services until the additional fee has been negotiated and agreed upon in writing by the Client and the Engineer.

Hourly Billing Rates. All services to be billed on an hourly basis under this agreement will be billed using the Engineer's prevailing billing rate schedule at the time services are provided. If a specific rate schedule is to be used for this Agreement, it shall expire no later than one year from the date of this Agreement and will be replaced with the prevailing rate schedule in effect at that time.

Priority Over Form Agreements. The parties agree that the provisions of this Agreement shall control and govern over any Work Orders, Purchase Orders or other documents, which the Client may issue to Engineer in regard to the project(s) which is (are) the subject of this Agreement. The Client may issue such documents to Engineer for its convenience for accounting or other purposes, but any such Orders will not alter the terms of this Agreement, regardless of any contrary language appearing therein.

~~**Indemnity.** The Client shall and hereby agrees to indemnify and hold harmless the Engineer from and against all losses, costs, damages, expenses and liability of whatever nature, including but not limited to reasonable attorney's fees, litigation and court costs, expert witness fees and expenses, amounts paid in settlement, amounts paid to discharge judgments, penalties, punitive damages, and interest, directly or indirectly resulting from, arising out of or related to one or more Claims, as hereinafter defined. The word "Claims" as used herein shall mean all claims (whether valid or not), lawsuits, causes of action, liens, investigations, administrative proceedings, and other legal actions and proceedings of whatsoever nature that directly or indirectly result from, arise out of or relate to this Agreement, the project which is the subject of this Agreement, and/or any other matter or transaction contemplated hereunder, including without limitation, any failure by the Client to adhere to or comply with any drawing, design, plans, specifications, recommendation or advice given or furnished by the Engineer to the Client; provided however, that the foregoing shall not apply to any claim resulting primarily from the negligence of the Engineer.~~

Paragraph Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Third Parties. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity other than the parties to this Agreement and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any of its provisions.

Default. The Client shall be in default under this Agreement if (i) it fails to pay in full any invoice from the Engineer on the due date or fails to make any other payment due to the Engineer under this Agreement, (ii) it fails to observe or perform any other term, condition or covenant under this Agreement, (iii) it breaches any warranty or representation made under this Agreement, (iv) it dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspended, (v) any voluntary or involuntary bankruptcy, reorganization, insolvency, receivership, or other similar proceeding is commenced by or against the Client, or (vi) it becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.

Design Without Construction Phase Services. If the services to be provided by Engineer hereunder do not include construction observation and/or construction administration services, or if such services are included in Engineers contracted services and Client later decides to perform these services itself or decides to retain other consultants or individuals to perform these services, Engineer assumes no responsibility for interpretations of the Engineer's services or for any construction observation, construction administration and/or supervision performed by Client or other parties and Client waives any and all claims against Engineer for any losses, claims, costs or damages of any kind whatsoever that may be in any way connected thereto.

In addition Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any loss, claim, damage or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of construction observation, construction administration and/or supervision by Client, its employees, agents or consultants, and including any and all claims arising from the modification or adjustment of, or any clarifications or interpretations of, the Engineer's Work by others.

Unless, in the Engineer's sole opinion, appropriate levels of construction observation and construction administration services are contracted for and performed by Engineer, Engineer will not

be responsible to provide any engineering or other certifications related to the construction or installation of any improvements.

Reliance on Data Provided by Others. Engineer shall be entitled to reasonably rely on the accuracy of information provided to it by Client or any of Client's other consultants or sub-consultants. Engineer shall not be responsible to extensively review the information provided to insure the accuracy thereof. Client agrees to not hold Engineer responsible for errors or omissions in Engineer's work that are directly attributable to errors or incorrect data provided to Engineer by Client or Client's other consultants. Client further acknowledges that any redesign or corrective efforts required by Engineer resulting from incorrect information provided by Client or Client's other consultants will be paid for by the Client as additional services.

Engineer Retaining Consultants. In the event that Engineer is required by Client to retain other Consultants to perform necessary services related to the project, the Client agrees to defend, indemnify and hold the Engineer harmless from and against all claims, losses, liabilities and damages arising out of the performance of services by such Consultants. In the event that Client suffers any financial loss or expense resulting from or alleged to result from the performance or the failed performance of any Consultant retained by Engineer, the Client agrees to pursue recovery of and assert any claims based upon its losses, expenses and/or damages solely and directly against those Consultants. The Client agrees to waive any claims, losses, liabilities or damages against Engineer arising out of the performance of such Consultants. In consideration of such indemnity and waiver, the Engineer agrees to assign its rights and/or claims against those Consultants pursuant to the Consultants' agreement with the Engineer to the Client.

Credit and Financial Obligations. Prior to commencement of the work, Engineer may require that Client provide reasonable credit information and other documentation to confirm that the Client has made financial arrangements to fulfill the Client's payment obligations under this Agreement. Engineer may also require such information at any time during the performance of Engineer's services should the Client fail to make payments per this Agreement, a change in the scope materially changes the contract sum, or Engineer identifies in writing a reasonable concern regarding the Client's ability to make payment when payment is due. The Client may be required to furnish this information prior to further commencement or continuation of services by Engineer and Engineer shall not be responsible for the cost of any delay occurring as a result of such a request.

Markup on Expenses. Unless specified otherwise in our proposal, all sub consultant costs and other project related costs incurred by Engineer will be billed with a 15% markup. Company vehicle mileage and internal reproduction costs will be billed at the Engineer's prevailing rate for those items. Personal vehicle mileage costs incurred on the project by employees of Engineer will be billed at the prevailing IRS mileage rate in effect at the time of travel. These provisions of this paragraph are not applicable to Lump Sum fees.

SUE Technical Standards. Quality Level A information obtained by direct exposure of the existing utilities can greatly increase the level of confidence with respect to the location of underground utilities at a particular jobsite. Utility exposure (Quality Level A) permits three-dimensional measurements to be taken on utilities for accurate location at each test hole. The overall level of confidence with respect to the location of site utilities can be raised by increasing the number of test holes examined; however, Engineer provides no guarantee of the location of utilities on the site other than at the locations where test holes have been established.

Quality Level B services include the horizontal, above ground detection, marking and mapping of underground utilities. Geophysical prospecting methods are used to indicate the presence and surface position of buried utilities. Utilities are identified and marked in the field in order to be surveyed and mapped. Quality Level B information should not be used for construction purposes, or where exact horizontal and vertical measurements are required.

The accuracy of Quality Level B designating information and depth of cover readings obtained by utilizing Geophysical and Ground Penetrating Radar equipment and techniques are subject to field and soil conditions beyond our control. Engineer will make reasonable efforts to provide comprehensive and correct positional utility marks to the limits obtainable by the instrumentation used and the existing ground conditions; however, Engineer provides no guarantee that all existing utilities on a particular site will be properly located using these methods.

Utilizing Engineer's SUE services does not relieve any party from their obligation to contact the utility damage prevention system before digging begins. Utility marks placed on the ground by Engineer are not to be used for construction purposes.

The following EDA contracting provisions are for professional service contracts and subcontracts funded wholly or in part with federal assistance from EDA. The provisions are not normally found in non-federal contracts and must be incorporated into professional service contracts and subcontracts financed using EDA funds.

1. APPLICABILITY

The Project to which this Contract pertains is being assisted by the United States of America through federal assistance provided by the U.S. Department of Commerce - Economic Development Administration (EDA). Neither EDA, nor any of its departments, entities, or employees is a party to this Contract. The following EDA Contracting Provisions are included in this Contract and all subcontracts or related instruments pursuant to the provisions applicable to such federal assistance from EDA.

2. FEDERALLY REQUIRED CONTRACT PROVISIONS

(a) All contracts in excess of the simplified acquisition threshold - currently fixed at $150,000 (*see* 41 U.S.C. §§ 134 and 1908) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

(b) All contracts in excess of $10,000 must address termination for cause and for convenience by the Recipient including the manner by which it will be effected and the basis for settlement.

(c) All contracts awarded in excess of $10,000 by recipients of federal assistance and their contractors or subcontractors shall contain a provision requiring compliance with Executive Order 11246 of September 24, 1965, *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and Department of Labor implementing regulations at 41 C.F.R. part 60.

(d) All contracts must include EDA requirements and regulations that involve a requirement on the contractor or sub-contractor to report information to EDA, the Recipient or any other federal agency.

(e) All contracts must include EDA requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(f) All contracts must include EDA requirements and regulations pertaining to copyrights and rights in data.

(g) All contracts and subgrants in excess of $150,000 must contain a provision that requires compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. § 1251 *et seq.*), and Executive Order 11738, *Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans*.

(h) Contracts must contain mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

(i) Contracts must contain a provision ensuring that contracts are not to be made to parties on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180.

(j) Contracts must contain a provision ensure compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) under which contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(k) If the Recipient is a state agency or agency of a political subdivision of a state, any contract awarded must contain a provision ensuring compliance with section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act related to the procurement of recovered materials.

3. REQUIRED PROVISIONS DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

4. TERMINATION CLAUSE

See Article 9 of the executed contract.

5. EQUAL EMPLOYMENT OPPORTUNITY

A. If this Contract exceeds $10,000, Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

B. Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

C. Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

6. CONFLICT OF INTEREST AND OTHER PROHIBITED INTERESTS

(a) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof.

(b) No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

(c) The Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the Contract Documents has a corporate or financial affiliation with the supplier or manufacturer.

(d) The Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, may be involved. Such a conflict may arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in the Contractor. The Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the Contractor or subcontractors.

(e) If the Owner finds after a notice and hearing that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner or EDA in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, the Owner may, by written notice to the Contractor, terminate this Contract. The Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

(f) In the event this Contract is terminated as provided in paragraph (e) of this section, the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount (as determined by the Owner) which shall not be less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

7. **CLEAN AIR AND WATER**

Applicable to Contracts in Excess of $150,000

(a) **Definition**. "Facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the United States Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

(b) In compliance with regulations issued by the EPA, 2 C.F.R. part 1532, pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*); the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq*.); and Executive Order 11738, the Contractor agrees to:

(1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the Excluded Parties List System, part of the System for Award Management (SAM), pursuant to 2 C.F.R. part 1532 for the duration of time that the facility remains on the list;

(2) Promptly notify the Owner if a facility the Contractor intends to use in the performance of this contract is on the Excluded Parties List System or the Contractor knows that it has been recommended to be placed on the List;

(3) Comply with all requirements of the Clean Air Act and the Federal Water Pollution Control Act, including the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all applicable clean air and clean water standards; and

(4) Include or cause to be included the provisions of this clause in every subcontract and take such action as EDA may direct as a means of enforcing such provisions.

8. **DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSIONS**

As required by Executive Orders 12549 and 12689, *Debarment and Suspension*, 2 C.F.R. Part 180 and implemented by the Department of Commerce at 2 C.F.R. part 1326, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the $25,000 small purchase threshold unless the subrecipient will have a critical influence on or substantive control over the award), the Contractor agrees that:

(1) By entering into this Contract, the Contractor and subcontractors certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

(2) Where the Contractor or subcontractors are unable to certify to any of the statements in this certification, the Contractor or subcontractors shall attach an explanation to this bid.

See also 2 C.F.R. part 180 and 2 C.F.R. § 200.342.

9. **INSPECTION BY EDA REPRESENTATIVES**

The authorized representatives and agents of EDA shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records as it relates to this contract and subcontracts only.

10. **EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

(a) The Owner, EDA, or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders that do not exceed $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Owner, EDA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

11. ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6201)

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

12. SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT (42 U.S.C. 6962) AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT

A non -Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Back

FORM **CD-512**
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING
LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over $100,000 or a loan or loan guarantee over $150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure Form to Report Lobbying,'' in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
Pender County	04-01-07674
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

Monday, February 7, 2022

Pender County Budget Ordinance Amendment

Date Tuesday, February 22, 2022

Board Meeting Date (If Applicable) Tuesday, February 22, 2022

Fiscal Year FY 2021-2022

Fund VARIOUS

Division, Program, Project, etc. Water Plant Generator & WWTP Flood Control Berm projects

Department 072 - WATER OPERATIONS

Purpose of Request

Proposed engineering consultant costs are higher than anticipated in the original estimate (from Jan. 2021), so we need to move some funds from contingency to the engineering contract line-items in order to approve the consultant contract.

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	83-404505	Contract Services-Engineer	55500
2	83-409600	Contingency	-55500
3	88-404505	Contract Services-Engineer	16600
4	88-409600	Contingency	-16600
5			
6			
7			
8			
9			
10			
11			
12			
13			

Total Revenues 0

Total Expenditures 0

Budget Amendment Balances when Zero. 0

Prepared By: Kenny Keel

Email kkeel@pendercountync.gov

Create your own automated PDFs with Jotform PDF Editor- It's free

Jotform

SCORING TABLE - FINAL SCORING Jan-22

SELECTION OF ENGINEERING CONSULTANT

WTP GENERATOR & WWTP BERM PROJECT

	Evaluator A	Evaluator B	Evaluator C	Evaluator D	TOTAL SCORE	AVG SCORE	RANK
Catlin	75	84	78	92	329	82.3	4
CDM Smith	91	100	97	109	397	99.3	2
McKim & Creed	95	110	93	113	411	102.8	1
The Wooten Company	92	96	92	98	378	94.5	3

SCORING TABLE - FINAL SCORING Adam Jan-22

SELECTION OF ENGINEERING CONSULTANT

WTP GENERATOR & WWTP BERM PROJECT

	A	B	C	D	E	F	G	H	I	Total Score
	(1-15)	(1-15)	(1-10)	(1-15)	(1-10)	(1-10)	(1-15)	(1-15)	(1-10)	(115 Max)
Catlin	9	9	7	9	8	8	9	8	8	75
CDM Smith	12	11	9	11	8	9	11	12	8	91
McKim & Creed	12	12	9	12	9	9	12	11	9	95
The Wooten Company	11	12	8	12	8	8	12	12	9	92

SCORING TABLE - FINAL SCORING Amy Jan-22

SELECTION OF ENGINEERING CONSULTANT

WTP GENERATOR & WWTP BERM PROJECT

	A	B	C	D	E	F	G	H	I	Total Score
	(1-15)	(1-15)	(1-10)	(1-15)	(1-10)	(1-10)	(1-15)	(1-15)	(1-10)	(115 Max)
Catlin	9	10	10	10	8	9	9	10	9	84
CDM Smith	13	13	10	14	8	10	9	13	10	100
McKim & Creed	11	15	10	15	10	10	15	14	10	110
The Wooten Company	15	11	10	13	9	10	9	11	8	96

SCORING TABLE - FINAL SCORING Tom Jan-22

SELECTION OF ENGINEERING CONSULTANT

WTP GENERATOR & WWTP BERM PROJECT

	A	B	C	D	E	F	G	H	I	Total Score
	(1-15)	(1-15)	(1-10)	(1-15)	(1-10)	(1-10)	(1-15)	(1-15)	(1-10)	(115 Max)
Catlin	11	8	8	11	8	6	10	7	9	78
CDM Smith	13	13	9	12	9	10	11	11	9	97
McKim & Creed	12	12	9	12	9	9	10	11	9	93
The Wooten Company	11	11	9	12	8	9	11	12	9	92

SCORING TABLE - FINAL SCORING Kenny Jan-22

SELECTION OF ENGINEERING CONSULTANT

WTP GENERATOR & WWTP BERM PROJECT

	A	B	C	D	E	F	G	H	I	Total Score
	(1-15)	(1-15)	(1-10)	(1-15)	(1-10)	(1-10)	(1-15)	(1-15)	(1-10)	(115 Max)
Catlin	12	13	10	10	8	7	12	13	7	92
CDM Smith	15	13	10	13	10	10	14	14	10	109
McKim & Creed	15	15	10	13	10	10	15	15	10	113
The Wooten Company	14	13	10	12	8	9	10	13	9	98

Evaluation Criteria for Selection of Engineering Consultant

WTP Generator & WWTP Berm Project

A. Planned approach to the project and understanding of the scope of work, as well as project challenges.
(Score 1-15)

B. Knowledge and experience in emergency generator design (similar in size to our proposed 1500 kW unit), flood control berm/levee design, as well as project management during construction of such projects.
(Score 1-15)

C. Resident firm in North Carolina, per NCGS 143-64.31.a1.
(Score 1-10)

D. Overall Professional qualifications of firm and staff, and recent experience demonstrating the technical competence of staff members on similar projects.
(Score 1-15)

E. Accurate response to criteria in the RFQ.
(Score 1 -10)

F. Previous positive experience with PCU and/or Pender County and knowledge of the local area. If never worked with PCU, consider experience in the surrounding counties.
(Score 1-10)

G. Record of having completed projects on time and within budget. Accuracy of project cost estimates by the project team.
(Score 1-15)

H. Record of successfully completed projects with a variety of funding sources, and of similar scope without major legal or technical problems. This project is federally funded by EDA (Economic Development Administration) **(Score 1-15)**

I. State and local regulatory experience, including environmental permitting experience
(Score 1-10)





RFQ #211214-219

PROFESSIONAL ENGINEERING SERVICES

WATER PLANT GENERATOR & WASTEWATER PLANT BERM

SUBMITTED TO:

PENDER COUNTY | 605 E. FREMONT STREET, BURGAW, NC 28425

910.259.0212

SUBMITTED BY:

MCKIM & CREED | WILMINGTON, NC

910.343.1048 | MCKIMCREED.COM

McKIM&CREED
ENGINEERS SURVEYORS PLANNERS

McKIM&CREED
ENGINEERS SURVEYORS PLANNERS

January 11, 2022

Kenneth Keel, PE, Director
PENDER COUNTY UTILITIES
605 E. Fremont Street
P.O. Box 995
Burgaw, NC 28425

RE: RFQ 211214-219 PROFESSIONAL ENGINEERING SERVICES WATER PLANT GENERATOR & WASTEWATER PLANT BERM

Dear Mr. Keel and Selection Committee:

Hurricane Florence significantly impacted every aspect of our lives - from initial landfall through the several weeks and months that followed. Consequently, the impacts can still be felt across the region three years later. The storm also impacted many utilities to include the County's Water and Wastewater plants (WTP, WWTP) located at Pender Commerce Park. Access and supply issues severely hindered the delivery of diesel fuel to the WTP standby generator, limiting the ability of the plant to remain functional during the extended power outage. Concurrently, the WWTP experienced severe flooding of several structures on-site, disrupting the ability to operate effectively. Pender County has taken a proactive approach to address these issues, securing EDA funding to install a natural gas generator at the WTP and to construct a flood control berm at the WWTP. These two critical enhancements will significantly improve the County's ability to manage operations in such critical events. Recognizing the unique nature of this project, the McKim & Creed team has been assembled to provide expertise in every aspect of this project from concept to completion. Our team offers Pender County several distinct advantages as summarized below and further described in our submittal:

UNPARALLEL KNOWLEDGE OF PENDER COMMERCE PARK AND THE TREATMENT FACILITIES / Our team designed the Pender Commerce Park as well as the WWTP. Therefore, we have all survey and SUE data already compiled and in-house and current survey data for the US 421 Pump Station and Force Main project. Additionally, we have detailed Geotechnical information from the WWTP design. We can hit the ground running to expedite the schedule and save the County costs by eliminating the majority of field surveys required.

IN-HOUSE FLOOD CONTROL EXPERIENCE / The McKim & Creed team includes in-house expertise in flood control berms, dams, and levees. Additionally, we have HEC-RAS modeling expertise to evaluate berm height (if necessary) to achieve the desired level of flood protection.

LARGE FACILITY & NATURAL GAS GENERATOR EXPERIENCE / Our internal electrical design team has designed over 70 large facility generator projects, including diesel and natural gas-driven units. In addition, we designed the natural gas generator that currently serves the County's WWTP at the Pender Commerce Park.

NCDEQ AIR QUALITY PERMIT EXPERIENCE / Our team has recent and direct experience with the Air Quality permit process, having recently permitted a 2000kw generator for CFPUA's Northside WWTP and the dual 3 megawatt generators for the LCFWSA's Kings Bluff Raw Water Pump Station. We will lead the County through this complex and challenging permit process.

EDA FUNDING EXPERIENCE / We have completed numerous projects that involve all types of funding, including significant EDA projects. This project history includes the County's WWTP, which also included EDA funding.

As always, we appreciate the opportunity to submit our qualifications to Pender County. We appreciate your consideration and look forward to working with you. Please feel free to contact me with any questions concerning this submittal.

Sincerely,
McKim & Creed, Inc.

Tony Boahn, PE
Vice President, Regional Director, Mid-Atlantic

243 North Front Street, Wilmington, NC 28401 | 910.343.1048 | mckimcreed.com

PROFILE OF THE FIRM

McKim & Creed, Inc. is a committed team of talented professionals who improve the quality of life for businesses and communities by providing world-class engineering and geomatics solutions. Whether it's designing sustainable water solutions, creating energy-efficient environments, planning thriving communities, or gathering data for safe transportation networks, McKim & Creed works to improve the quality of life for our clients and the communities we serve.

Our technical specialties include SCADA, electrical, water, wastewater, and reclaimed water system engineering; industrial design-build services; airborne and mobile LiDAR/scanning; unmanned aerial systems; subsurface utility engineering; and hydrographic and conventional surveying services for the energy, transportation, federal, land development, water and building markets. As an employee-owned company that has been in operation since 1978, we provide these services through excellent work, dedicated service and a passionate desire to solve problems and impact lives.

McKim & Creed's depth of local resources offers the flexibility to provide experienced staff at your disposal to keep your project on track. Our solid background and experience have resulted in the method and controls being in place to balance staff requirements while maintaining quality, schedule and budget for our clients.

With over 30 years of experience working on and successfully completing projects for Pender County, the McKim & Creed team will continue to provide the same high level of service, attention to detail and responsiveness to the County's needs for this project.

Firm Name/Address/Contacts
McKim & Creed, Inc, 243 North Front Street, Wilmington, NC 28401 www.mckimcreed.com Tony Boahn, PE | 910.343.1048 | TBohan@mckimcreed.com Adam Paukovich, PE | 919.261.7426 | apaukovich@mckimcreed.com
Year Established
1978
Former Names
Corporate name changed from McKim & Creed, P.A. to McKim & Creed, Inc. on May 22, 2011

Founded in 1988, ENGINEERING CONSULTING SERVICES (ECS) is a leader in geotechnical, construction materials, environmental and facilities engineering. At that time, their goal was to raise the standards of professional consulting engineering by hiring industry professionals who understood the complexities of building and maintaining modern infrastructures. Their company success spans multiple industry sectors. ECS' steady growth comes from a deep belief in developing the people, systems and expertise required to focus on client needs. ECS is currently ranked 68 in Engineering News-Record's Top 500 Design Firms (ENR, April 2021) and 154 in Engineering News-Record's Top 200 Environmental Firms (ENR, July 2020).

LAND MANAGEMENT GROUP (LMG) has provided a full range of environmental services for 30 years. This team specializes in Section 404 and coastal wetland delineation and mapping, soils and geological investigations, Section 404/401 permitting, Coastal Zone Management Act permitting, natural resource inventories, and compensatory mitigation projects throughout the Carolinas. Most of their core activities involve various levels of state and federal permitting, wetland/soil mapping and regulatory submittals and approvals for residential, commercial, municipal, or industrial land-uses.

McKIM&CREED
ENGINEERS SURVEYORS PLANNERS

INDUSTRY RANKINGS

#26 **OVERALL DESIGN FIRM IN THE SOUTHEAST**

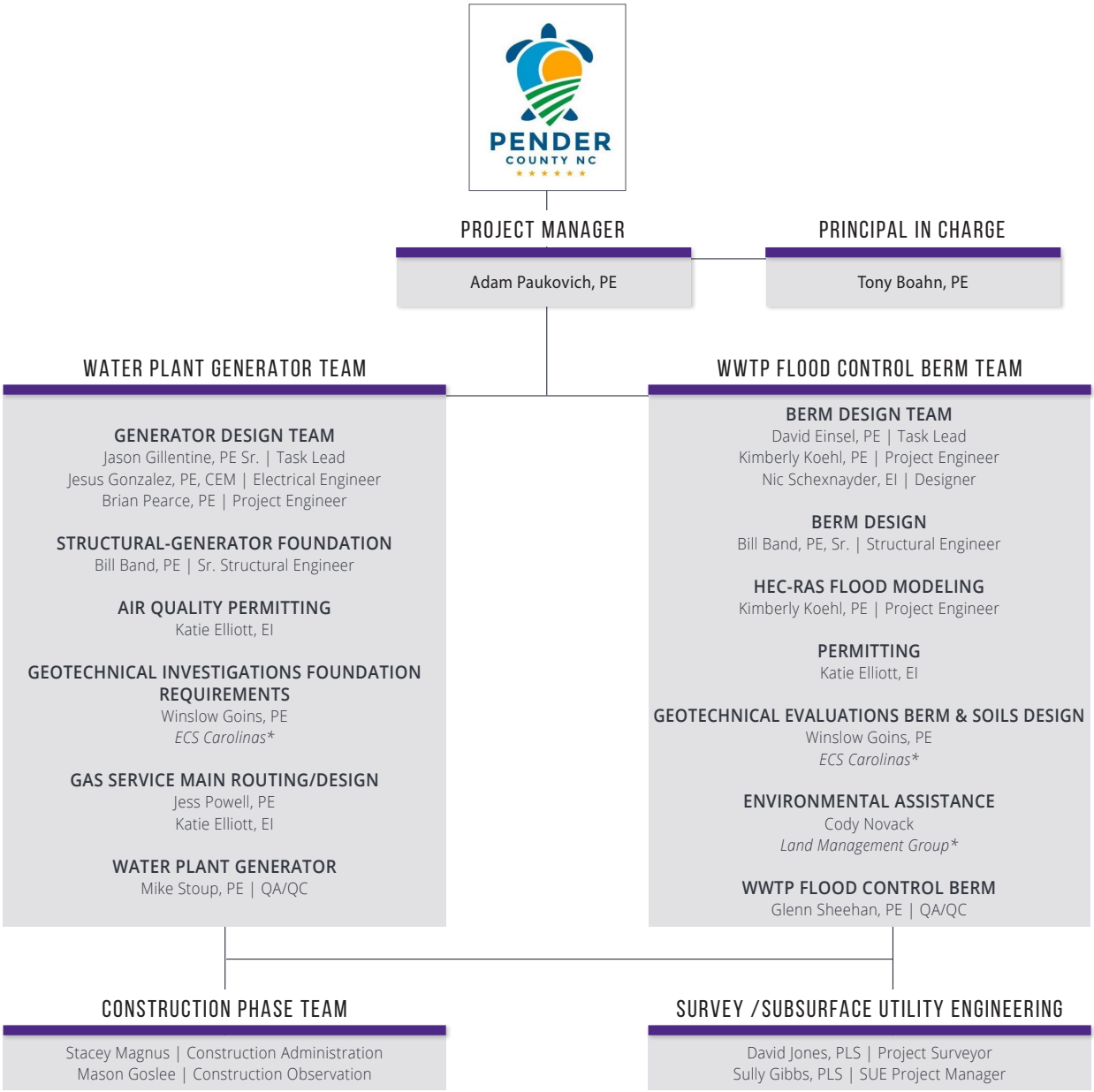
TOP 130 **ENVIRONMENTAL FIRM IN THE U.S.**

TOP 150 **DESIGN FIRM (TOP 250 SINCE 1992)**

Rankings as per *Engineering News-Record* (*ENR*)

TEAM ORGANIZATIONAL CHART

Our team is made up of qualified professionals and technicians with many years of diverse experience in surveying and subsurface utility engineering and locating. One of the greatest lessons learned while working together is that routinely planned and open communication is key and makes the difference between project success and project failure. Our team has a system to approaching projects that allows for unique and diverse solutions, but also routine and expected communication, check-points and effective collaboration. Together, we utilize a combined team experience to creatively address problems and develop a workable, effective solution.



* Subconsultant Team

KEY TEAM MEMBERS

Getting the right team on board is the first step in being able to exceed your expectations. We assembled a team with diverse expertise in all technical areas requested in this Request for Qualifications. We understand the need to balance workload, allocate resources, and remain on time and on budget as well as deliver a high-quality product to Pender County.

Provided below is a highlight of McKim & Creed's principals and key personnel that are assigned to this contract. Not only are these key staff principals of the company, they also will fill key technical and engineering roles. We understand the need to balance workload, allocate resources, remain on time and on budget as well as deliver a high-quality deliverable to the county. We have assigned our top experts to your team and combine McKim & Creed personnel with handpicked subcontractors, most of which are currently working with the county on various projects.



TONY BOAHN, PE
Principal-in-Charge

Mr. Boahn oversees all aspects of project management, design, and construction administration of water and wastewater projects. His experience includes infrastructure master plans, pump stations, sewer force mains, gravity sewer systems, water distribution systems, and water and wastewater treatment plants. In addition, Mr. Boahn understands the complexities of state and federal funding programs, including Community Development Block Grant (CDBG), Economic Development Agency (EDA), United States Development Agency (USDA), Disaster Relief Initiative (DRI), State Revolving Fund (SRF), and State Revolving Loan (SRL).

LICENSURE

Professional Engineer: NC, 025512



ADAM PAUKOVICH, PE
Project Manager

As a project manager, Mr. Paukovich leads municipal, federal, and industrial water and wastewater projects, specializing in wastewater collection and conveyance systems, water and reclaimed water distribution systems, wastewater lift stations, and water booster pumping stations. In addition, his early experience as a wastewater treatment plant operator provides unique perspectives in utility design, operations, and implementation. A proven leader and technical mentor, Mr. Paukovich consistently leads project teams to successful outcomes for his clients. Mr. Paukovich will be responsible for coordinating the project team's technical efforts and monitoring schedule and budget compliance.

LICENSURE

Professional Engineer: NC, 37309



JASON GILLENTINE, PE
Generator Design Task Lead

Mr. Gillentine is a registered professional engineer with a combined 27 years of expertise in the electrical industry. He has produced electrical power, up to 15kV class, process controls, instrumentation and lighting designs for federal, municipal and private sector clients. In addition, he has developed instrumentation designs for water/wastewater facilities, chilled water plants, food processing plants and chemical factories. He has over 16 years of experience in industrial electrical construction and has held such positions as project manager, superintendent, foreman and journeyman electrician.

LICENSURE

Professional Engineer: NC, 041530



DAVID EINSEL, PE
Flood Control Berm Task Lead

Mr. Einsel has more than 20 years of engineering design, management and construction experience, and is licensed in both civil and environmental engineering. Mr. Einsel has designed levee systems for various wastewater treatment ponds (Luling, City of Gonzales, City of Donaldsonville) to ensure proper levee freeboard and slope stability are maintained based on geotechnical engineering recommendations. His extensive design engineering experience in various civil municipal projects includes wastewater and water treatment plant upgrades, sewer collection system rehabilitations, potable water lines, stormwater drainage systems and pavement rehabilitation projects.

LICENSURE

Professional Engineer: LA

KEY SUPPORT MEMBERS



JESUS GONZALEZ, PE
ELECTRICAL ENGINEER

LICENSURE:
Professional Engineer: NC, FL, SC, OK

Mr. Gonzalez brings nearly 20 years' experience in the engineering profession. For the past 12 years he has focused on electrical engineering. His areas of expertise include energy management design and sustainability, renewable energy design, building management systems, quality assurance programs based on ISO-9000 and construction engineering. Mr. Gonzalez also serves as the instructor for the Sustainability Technology Program at Central Piedmont Community College.



BRIAN PEARCE, PE
PROJECT ENGINEER

LICENSURE:
Professional Engineer: NC, TX

Mr. Pearce brings more than 20 years of expertise as an electrical and controls engineer and has worked the last decade on municipal-scale projects within the water supply, wastewater and industrial industries. His areas of expertise include medium- and low-voltage power distribution, motor control/motor protection, Arc Flash, Supervisory Controls and Data Acquisition (SCADA) and communications systems.



BILL BAND, PE
STRUCTURAL ENGINEER

LICENSURE:
Professional Engineer: NC, AR, FL, GA, OH, VA, WI

Mr. Band has nearly 30 years of progressive experience as a designer, engineer and project manager on diverse structural and civil projects. He is proficient in preparing construction documents, including construction cost estimates, specifications, and construction drawings, and utilizing computer-aided drafting design software. Mr. Band is experienced in preparing design calculations and performing structural analyses utilizing design software packages for reinforced concrete, structural steel, concrete masonry unit, timber and aluminum structures.



KATIE ELLIOTT, EI
PERMITTING / DESIGNER

LICENSURE:
Engineer Intern: NC

Ms. Elliott has educational experience in environmental engineering and has been involved with bank restoration, pump station design, wastewater collection, water distribution, and force main design projects. Ms. Elliott's contributions at McKim & Creed include a variety of water and wastewater engineering services such as permitting, design support, project area research, report preparation, and hydraulic modeling.



JESS POWELL, PE
PROJECT ENGINEER

LICENSURE:
Professional Engineer: NC; PACP, MACP, LACP; Certified Solidworks Associate

Mr. Powell is experienced in a variety of engineering services, including preparing bid documents, interpreting and implementing project specifications, executing storm water and sanitary sewer water best practices, providing design services for industrial and municipal water and wastewater systems, employing trenchless pipe repair methods, and working with environmental regulators. Mr. Powell also possesses professional and educational experience in manufacturing and healthcare applications of industrial engineering practices.



MIKE STOUP, PE
QUALITY ASSURANCE / QUALITY CONTROL

LICENSURE:
Professional Engineer: NC, FL, TX, LA

Mr. Stoup's career spans over 25 years of design, implementation and management of SCADA system and process instrumentation and controls projects in the industrial and municipal marketplace. He offers extensive experience in the areas of project management, QA/QC, control system planning and design, PLC and HMI software implementation, communications and network planning and control systems implementation. His system hardware and software knowledge extends to platforms provided by Allen Bradley/Rockwell, Schneider Electric, Trihedral, Inductive Automation and Wonderware software.



KIMBERLY KOEHL, PE
BERM DESIGN

LICENSURE:
Professional Engineer: LA; HEC RAS, Hydraulic & Hydrographic Modeling; NPDES, Certified Stormwater Inspector

Ms. Koehl has been involved in multiple projects involving the design of storage facilities, site design, drainage systems, coastline protection, flood protection improvements and bridge construction. Her primary responsibilities include design, drafting, permitting, reporting, project engineer/management and technical support.



NIC SCHEXNAYDER, EI
BERM DESIGN

LICENSURE:
Engineer Intern: LA

Mr. Schexnayder supports a variety of projects which include drainage/flood protection to road improvements. He is experienced in AutoCAD/ AutoCAD Civil 3D/ STAAD/ HEC-RAS/ EPANET SWMM/Topographic Surveying & has knowledge of ASTM & AASHTO Design Codes for Road and Paving Standards.



GLENN SHAHEEN, PE
FLOOD CONTROL
BERM QA/QC

LICENSURE:
Professional Engineer: LA

Mr. Shaheen brings 40+ years of diverse experience in the planning, design and management of engineering projects. Much of his experience has focused on infrastructure improvements, including drainage and flood protection, in Louisiana. Mr. Shaheen is a member of SAME, ASCE, ACEC/L, LES and numerous other affiliated professional groups.



STACEY MAGNUS, EI, CCCA
CONSTRUCTION ADMINISTRATION

LICENSURE: Engineer Intern: VA | Certified Construction Contract Admin | OSHA 10-hr Safety Training | Construction Document Technologist

Mr. Magnus has 30 years of experience in designing, managing, and overseeing complex construction projects focused primarily on water and wastewater infrastructure, solid waste facilities, and gas pipelines. He was instrumental in the design of numerous utility infrastructure facilities, including water and wastewater treatment plants. His construction/inspection experience includes work with multiple project delivery systems and a variety of contractor organizations, including construction manager-at-risk, general contractors, and a wide variety of specialty contractors.



MASON GOSLEE
CONSTRUCTION OBSERVATION

Mr. Goslee brings extensive experience as a construction inspector. His background includes civil, pipeline, wastewater and water plant construction management/ inspection, and he has extensive experience in material testing and placement oversight.



DAVID JONES, PLS, CFS
SURVEYING

LICENSURE: Professional Land Surveyor: NC, KY, AL, ND | Certified Floodplain Surveyor: NC | U.S. Coast Guard Captain's License

Mr. Jones has 30 years of experience in the survey profession. He has performed and managed numerous survey projects ranging from one acre sites to thousands of acres all along the eastern seaboard from Vermont to Florida and in the Caribbean. Additionally, Mr. Jones has extensive hands-on field and CAD experience to complement his project management position. In 2012 Mr. Jones took on the role as regional manager for the eastern part of North Carolina and began managing the hydrographic survey division.



SULLY GIBBS, PLS, CST
SUBSURFACE UTILITY ENGINEERING (SUE)

LICENSURE: Professional Land Surveyor: NC | Certified Survey Technician, Level III Office

Mr. Gibbs has 11 years of experience in SUE, surveying and CAD work. He is responsible for processing field work into finished drawings including research, calculations and legal descriptions. Mr. Gibbs has also served as a member of the Wake Technical Community College Advisory Board for Surveying Technology and Civil Engineering programs. He currently serves as the secretary for the Johnston County Chapter of the North Carolina Society of Surveyors and is the recipient of the North Carolina Society of Surveyors – 2018 Young Surveyor of the Year award.



COREY S. NOVAK
ENVIRONMENTAL SCIENTIST
Land Management Group

LICENSURE: Professional Wetland Scientist

Mr. Novak is responsible for numerous freshwater and coastal wetland delineation projects and stream assessments. He regularly coordinates with U.S. Army Corps of Engineers, NC Division of Water Resources, and NC Division of Coastal Management personnel to obtain confirmation of wetland and stream boundaries. Mr. Novak also assists with Section 404/401 permitting for various government and private projects.



WINSLOW GOINS, PE
GEOTECHNICAL ENGINEER
ECS Carolinas

LICENSURE:
Professional Engineer: NC, VA, SC, AL, GA

Mr. Goins experience includes subsurface investigations for shallow and deep foundations, pile installations, post tensioning inspections, construction testing and inspection services. He has determined field exploration requirements, evaluated subsurface test data and prepared geotechnical recommendations. He has extensive experience with standard penetration testing, dilatometer testing, electronic cone penetration testing and geophysical methods of site exploration.

FIRM EXPERIENCE

1 DESIGN EXPERIENCE WITH EMERGENCY GENERATORS AND FLOOD-CONTROL BERMS

McKim & Creed has designed and permitted over 70 generator projects for large municipal facilities, including diesel and natural gas. Additionally, our team designed the natural gas generator for the EDA-funded Melinda K.Knoerzer WWTP located at Pender Commerce Park.

In addition, our team includes in-house expertise dedicated to developing flood control systems to include berms, levees, and dams. Further, we also provide HEC-RAS modeling for necessary hydraulic evaluations.

Our detailed experience with each of these project components is further detailed in our Design Project Experience starting on Page 12 of this proposal.

2 EXPERIENCE WITH WATER AND WASTEWATER UTILITIES AND ENVIRONMENTAL PERMITTING

Simply put, water is what we do and our focus for decades has been assisting municipalities, local governments, and utilities with their critical water infrastructure needs. McKim & Creed ranks in the top 100 Environmental Firms in the US, the No. 27 Overall Design Firm in the Southeast, and top 150 Engineering News Record (ENR) Firms in the US. McKim & Creed's award-winning water management engineers consistently strive to develop new and efficient ways to improve, sustain, clean, manage and maintain our nation's water.

McKim & Creed plans and designs systems that treat, preserve and conserve the earth's finite water resources. Systems that include water treatment facilities that prevent water loss, meet stringent regulations and improve drinking water quality. Opensource I&C/ SCADA systems and hydraulic models that help communities leverage their infrastructure. Water reuse systems that conserve potable water.

Our team has collaborated with Pender County on projects for over 30 years - this includes the design of the bulk of the water distribution system to include RPTWSD Phases 1, 3, 4, 5 and the Scotts Hill Water District, including the Rocky Point, Hampstead, and Topsail elevated tanks. We have worked for every major utility in coastal NC to include CFPUA, Brunswick County, Jacksonville, ONWASA, and the LCFWSA having designed a number of elevated tanks several million feet of water main.

3 ACCURACY ON PROJECT COST ESTIMATES BY THE PROJECT TEAM

We believe one of the best indicators of a quality design is when the final project cost is under the engineer's estimate. *The table below provides examples of McKim & Creed's ability to manage and control project costs.*

We have a number of strategies which we typically employ to control constructions costs, including production of clear, understandable construction documents; design projects that promote cost reductions (including design innovations); minimization of construction risk by the contractors and maximization of competition during bids (both materials and construction).

COST CONTROL & SCHEDULE MANAGEMENT

PROJECT	ENGINEER'S ESTIMATE	BID COST	FINAL COST	% DIFFERENCE = BID TO FINAL COST
Northside Wastewater Treatment Plant Expansion/Upgrade	$72,000,000	$68,522,000	$68,148,155	-0.5%
ONWASA Northwest Water Reclamation Facility	$24,900,000	$24,437,638	$24,650,864	0.9%
West Water Main Expansion	$24,500,000	$18,485,105	$19,288,068	4.3%
Burgaw Wastewater System Improvements	$10,500,000	$7,018,612	$7,184,789	2.4%
North to Southeast RCW Water Transmission Main	$12,583,210	$10,863,110	$10,985,631	1.1%
Reclaimed Water Interconnect Project	$15,453,800	$14,160,050	$13,733,395	-3.0%
Barnards Creek PS Upgrade	$3,900,000	$3,676,581	$3,732,750	1.5%
East County Wellfield Relocatin/Expansion	$7,042,000	$6,896,772	$6,351,089	-7.9%
Manatee Agricultural Reuse System	$4,787,000	$4,632,309	$4,343,926	-6.2%
South County Potable Water Re-Pump Station	$6,455,205	$5,245,700	$5,136,282	-2.1%
Alline Avenue Stormwater PS, Phases I and II	$6,639,525	$4,821,600	$4,800,000	-0.4%
AVERAGE	**$18,876,074**	**$16,875,948**	**$16,835,495**	**-0.2%**

-0.2% UNDER FINAL COST

NATIONAL AVERAGE = 7.5%

Our strategies also include conducting:

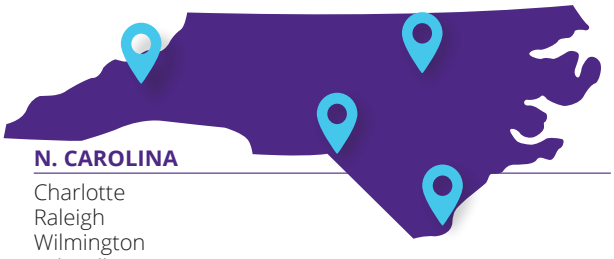
- ✓ Value Engineering Reviews
- ✓ Safety Reviews
- ✓ Constructibility Reviews
- ✓ Contract Compliance Reviews
- ✓ Budget Reviews

Selected members of our project team will analyze historical bid data and current market trends to complete any cost opinions. Estimates of probable cost are initially developed with the basis of design reports. The estimates are updated at the 30%, 60%, and 100% phases.

4 ABILITY TO DELIVER PROJECTS ON-TIME AND ON-SCHEDULE. THE CONSULTANT SHALL HAVE PERSONNEL AND RESOURCES AVAILABLE TO PERFORM THE WORK

The McKim & Creed project team has the availability and capacity to complete all project assignments required. Because of our highly skilled work force, future staff availability can be readily managed to meet the project requirements. Our local experts, Tony Boahn, PE and Adam Paukovich, PE will lead the project design team. They are supported by an experienced team of in-house electrical, structural, instrumentation and controls (I&C), HVAC, site/civil, and survey specialists, providing the diverse team needed to perform all aspects of the scope of work. We are also able to perform process modeling in-house, with multiple staff in-state capable of performing this work. Collectively, we maintain a full team dedicated to process work in North Carolina.

LOCATIONS



N. CAROLINA

Charlotte
Raleigh
Wilmington
Asheville

Each member of the project team performs conscientiously in accordance with the carefully conceived and rigorously enforced schedule. Task specific roles are assigned so that each team member is responsible for accomplishing certain duties. The entire team receives a copy of the task assignments so that each member is aware of the responsibilities of the individual team members. When tasks are assigned, schedules and manhour budgets are distributed. Team conferences are held on a regular basis to provide for a smooth workflow for the duration of each project. Client meetings are scheduled at critical decision points in the project to reduce wasted efforts and undue delays.

Agendas are prepared in advance to make the meetings as productive as possible. Meeting minutes are then prepared so that all conferees have a clear understanding of the decisions made. The project schedule identifies when formal meetings will occur and when project deliverables will be submitted.

McKim & Creed has approximately 700 employees in 25 offices across the southeast. The team that is presented in this proposal has the capacity to meet all needs of Pender County.

We have evaluated our current workload and understand the level of effort required to assist the County and are 100% committed to providing all resources in our footprint as needed to successfully complete this project. Additionally, Tony Boahn is a vice president and regional director of McKim & Creed's Mid-Atlantic group and has the authority to direct resources as required to meet the proposed project objectives.

5 EXPERIENCE WORKING WITH SUB-CONSULTANTS REQUIRED FOR THE WORK, OR ABILITY TO PERFORM WORK IN-HOUSE

Our team includes a mix of senior level staff and mid-level staff to provide the right level of experience needed to accomplish all requirements of the project. Each team member is a dedicated professional in the water and wastewater infrastructure arena and their experience is completely aligned with the requirements presented in the RFQ. Our team's diverse and extensive experience provides us the ability to will accomplish this project for the County in a timely and cost effective manner.

Additionally, we have included ECS Carolinas on our team. ECS is a recognized leader in geotechnical investigations, and we have teamed together for over four decades on projects similar in scope and nature to the Water Plant Generator and Wastewater Plant Berm project.

While we do not anticipate impacts to wetlands, CAMA waters, or other environmental concerns, our team also includes Land Management Group as a dedicated resource. Also located in Wilmington, McKim & Creed and Land Management Group have worked together for over two decades in southeast North Carolina, including many projects in Pender County.

6 UNDERSTANDING OF THE SCOPE OF WORK, ALONG WITH POTENTIAL PROJECT CHALLENGES

The impact of Hurricane Florence caused catastrophic damage to the Carolinas. With the eye making landfall at nearby Wrightsville beach and slowly moving inland, it created a myriad of challenges for utility operations across southeast NC that continued for several weeks after the storm had passed. Unprecedented rainfall resulted in widespread power outages and severe flooding that severely limited access to the area, hindering the County's ability to obtain necessary supplies or materials that are critical to facility operations. The storm significantly impacted the County's Water Treatment Plant (WTP)

and Wastewater Treatment Plant (WWTP). The WTP's standby power, provided by a diesel-driven generator, created challenges in obtaining diesel fuel delivery to maintain plant operations without commercial power. The WWTP, which was constructed several feet above the previously delineated 500-year flood zone, experienced flooding that inundated several plant structures such as the UV disinfection facility, tertiary filters, and effluent pump station.

The proposed project identified in the Request for Qualifications will directly address the specific issues at each plant and provide significant value to the County to manage facilities in such events. The two primary goals of this project include:

INSTALLATION OF A NATURAL GAS STANDBY GENERATOR AT THE WTP

- **McKim & Creed has developed a team with extensive experience in designing and Air Quality permitting large capacity standby generators to serve municipal treatment facilities**. In addition, our expertise including natural gas generators and the current National Electrical Code (NEC) regulations that govern these installations.
- **Our Wilmington-based team has recently completed several NCDEQ Air Quality permits**. This experience can aid the County through the detailed process for the new generator.
- **McKim & Creed designed the existing natural gas generator that serves the WWTP facility**.
- **McKim & Creed's in-house survey and SUE team provided all easement and route mapping for the primary gas main along US 421 and has all internal digital files available to expedite a gas main connection to the new generator**. This data will streamline the survey effort, ultimately expediting the new system's design.

CONSTRUCTION OF A FLOOD CONTROL BERM AT THE BACK PORTION OF THE WWTP

- **McKim & Creed offers an in-house team specializing in flood control structures, including dams, berms, and levees**. As an added value to Pender County, we have also included structural engineering, HEC-RAS modeling, surveying, SUE, and site layout for a complete design package.
- In concert with our Geotechnical sub-consultant, ECS Carolinas, **our team stands poised to assist Pender County by providing the right solution for designing and constructing a flood-control berm for the WWTP.** Additionally, Land Management Group rounds out the team to assist with any specific environmental issues associated with the project.
- **McKim & Creed previously collaborated with the County on the design of the WWTP and has retained all survey and geotechnical data, including record drawings of the structure locations.** Further, we have updated WWTP site surveys commensurate with the US 421 Pump Station and Force Main project. This information can be used as the base file to design the proposed berm, resulting in significantly reduced costs for the survey and will expedite the overall project schedule.

Below provides a brief outline of our approach to the project and potential challenges.

PROJECT APPROACH & CHALLENGES

NATURAL GAS (NG) STANDBY GENERATOR

Our team has designed over 70 generator systems in the past two decades, including the NG generator located at the County's WWTP. We have recently finalized a 2000kw generator replacement for the CFPUA's Northside WWTP, which included paralleling the existing 2000kw generator for redundant operations and are up to date on all Air Quality permitting via NCDEQ. Based on the RFQ scope of work, we would recommend consideration for the following aspects of the design process:

- NEC CODE REQUIREMENTS: We understand that the new generator would be fed from the existing gas main adjacent to US 421, similar to the WWTP. The NEC Code deems the WTP a critical facility and may require on-site natural gas storage. It will be essential to verify the approach with building code officials to ensure the new generator is code-compliant.
- EXISTING DIESEL GENERATOR: It is assumed that the new NG generator will replace the existing diesel generator. As an alternative, it may be feasible to leave both generators in-place to meet NEC Code requirements that govern natural gas supplies for municipal facilities.
- BI-FUEL OPTION: One alternative may be to consider a bi-fuel generator that runs on both NG and diesel. Bi-Fuel generators meet NEC and NFPA requirements for on-site storage while providing the reliability of natural gas during a crisis event. This could provide significant flexibility in maintaining operations during a major power outage event in conjunction with the existing diesel generator.
- AIR QUALITY PERMITTING: The new generator will likely require a Tier 2/3 rating based on current NCDEQ Air Quality regulations. We will assist the County in reviewing the requirements for this system and preparing the proper Air Quality permit package.
- GENERATOR LEAD TIME: Given the current supply chain challenges, it may be valuable to consider a pre-purchase of the proposed generator. The County could consider pre-purchase and shave considerable time off the project schedule. Our team recently assisted CFPUA and Brunswick County with equipment pre-purchases for projects due to schedule challenges.

- SITE LOCATION: The existing WTP site will be reviewed and a sizing evaluation will be provided to determine the most feasible location for the new generator.
- MAINTENANCE OF PLANT OPERATIONS (MOPO): Depending on the approach to integrating the new generator, McKim & Creed will provide a design that minimizes or eliminates the downtime of the backup power system. Given the criticality of the facility, we recommend ensuring a dependable MOPO is in place for any new standby power installation.
- GAS MAIN FEED TO GENERATOR: The new generator will require a dedicated service from the primary main or exisitng meter on US 421 or Quality Way. As noted above, our team has extensive survey in place to assist in routing and design of the new gas service. Our in-house survey and SUE team can collect supplemental survey data as necessary to facilitate the design of this main.

FLOOD CONTROL BERM

As previously noted, our in-house team can provide all facets of evaluation and design for the proposed flood control berm. It will be important to develop the right location, height, and material of the berm to meet the County's flood control needs.

- GEOTECHNICAL: A critical aspect of any berm, specifically a flood control berm, is the composition of the existing soils and the proposed berm materials. ECS Carolinas will provide all necessary geotechnical/soils analysis to gather the information required for the berm design.
- BERM COMPOSITION & DESIGN: Our approach for the berm design will be an earthen dam with a clay core. Given the current soil conditions, it is likely that a 'key' will be necessary to anchor the berm at the site. Additionally, we would recommend at least a 2-ft freeboard above the target flood elevation.
- HEC-RAS MODELING: We understand the County has direct knowledge of the elevation that the floodwaters reached and can tailor our design to match this elevation. However, our in-house team can also provide HEC-RAS modeling to evaluate flood conditions to ensure the berm design and height is sufficient.
- SITE LOCATION: We will work with staff to best site the berm location, cognizant of the proposed plant expansion footprint and existing infrastructure.
- EXISTING DRAINAGE & STORMWATER PONDS: The facility utilizes storm drain piping and stormwater ponds to control runoff. The berm design must consider the daily operation of these systems to ensure stormwater flow upstream of the facility can exit the berm. This will also be a consideration to ensure that floodwater on the downstream side of the berm does not backflow through the storm drain piping. Strategies for normal and flood conditions may include:
  - Flap Valve/Valve to eliminate flood waters backing up through the storm drain system.
  - Pumping system or infrastructure to pump stormwater collected during a flood event.

EDA FUNDING & SCHEDULE

We have reviewed the schedule provided in the RFQ and are confident that we can meet or exceed the noted milestones. Further, we have extensive experience in EDA funded, including the County's WWTP, which included EDA funds and understand agency requirements. It will be critical to meet the EDA funding milestones to ensure that the County secures and maintains the funding awarded by EDA for the project.

Our approach to meeting and/or exceeding the schedule includes the following strategies:

WWTP FLOOD CONTROL BERM

- UTILIZE EXISTING WWTP DESIGN & SURVEY: As previously noted, our team designed the WWTP and has all electronic files, survey, and SUE data in-house. Utilizing this as a base, we can immediately begin the layout of the berm at the WWTP.
- INTEGRATE US 421 PUMP STATION & FORCE MAN SURVEY: We are currently working with Pender County on the design of this project. Our new survey data will be available by mid-January and can be integrated with the WWTP design surveys.

ITEM	RFQ SCHEDULE	MCKIM & CREED PROPOSED SCHEDULE
NTP Pender County BOC	February 22, 2022	February 22, 2022
Design Complete & Start Permitting	August 31, 2022	**July 29, 2022**
Advertise For Construction	October 28, 2022	**September 26, 2022**
Construction Bids Due	November 30, 2022	**October 27, 2022**
Start Construction	February 28, 2023	**January 30, 2023**
Complete Construction	February 28, 2025	**January 30, 2025**

- REVIEW EXISTING GEOTECHNICAL: Our team collected geotechnical information as part of the WWTP design. We believe this information can be reviewed in the preliminary phase to make intelligent decisions on berm composition and foundation requirements.

BENEFIT TO THE COUNTY: *Reduced costs (no survey), and expedited schedule.*

WATER TREATMENT PLANT NG GENERATOR

- NCDEQ AIR QUALITY PERMITTING: The AQ permit can be a daunting task and requires significant data from generator manufacturers for emissions output. Our team recently completed Air Quality permitting for the CFPUA's Northside WWTP 2000kw generator, LCFWSA's 3 Megawatt generators (2 each), and the NE Brunswick WWTP generator. We are fully versed in the permit requirements and will begin discussions immediately with DEQ to address the needs for this project.
- UTILIZE THE GAS MAIN EASEMENT AND ROUTING SURVEYS that were completed for the primary main along US 421. We will coordinate with the gas provider to locate the best location for the service main. Our in-house survey data will expedite this process and eliminate significant effort researching the gas main location.
- UTILIZE EXISTING SURVEY DATA: Similar to the WWTP approach above; the survey data will provide supplemental coverage of the existing WTP. We will utilize this and County record drawings to develop alternative site locations for the new generator. This will give us the ability to provide recommendations quickly and effectively for the location and design of the new generator.

BENEFIT TO THE COUNTY*: Expedited permitting, reduced costs, and expedited schedule.*

7 STATE & LOCAL REGULATORY EXPERIENCE

McKim & Creed will diligently and aggressively work to secure the necessary permits on behalf of the County for this project. McKim & Creed has developed and maintains excellent working relationships with all local, state and federal regulatory agencies in North Carolina.

Additionally, we recognize the importance of coordinating with the multiple organizations — other agencies and other related parties — involved in the project. McKim & Creed has extensive experience in eastern North Carolina preparing the permit applications for local, state and federal agencies. Based on our experience, we have found it is very advantageous to conduct a preliminary application meeting with the permitting authority to understand their potential concerns and to open the lines of communication at the initiation of the project. Furthermore, by keeping the regulatory agency informed throughout the project, changes in regulations can be understood and potential permitting hurdles can be circumvented. This simple effort can help avoid potential permitting delays and extensive and time consuming redesigns.

McKim & Creed will coordinate with all agencies in a comprehensive manner to determine how each will work together, how we address the environmental constraints, and ultimately garner support for our design concept.

8 EXPERIENCE ON PROJECTS WITH FEDERAL FUNDING SOURCES

Our staff is acquainted with U.S. bonding and financial institutions and experienced in the regulations and procedures of numerous grant and funding programs including the Economic Development Administration's standard terms and conditions. We have assisted our clients in securing grants, loans and bond work to aid in project financing, and are committed to complying with all applicable federal, state, and local regulations.

Additionally, McKim & Creed's experience includes projects involving state and federal funding programs including Community Development Block Grant (CDBG), United States Development Agency (USDA), Disaster Relief Initiative (DRI), State Revolving Fund (SRF), and State Revolving Loan (SRL).

The table below represents projects we are currently working on or projects where we have worked successfully with our clients to secure EDA funding.

EDA FUNDING PROJECTS
NCCAR Master Planning Surveying & Geotechnical Services | Northampton County
Four Oaks Business Park | Johnston County
Commerce Park WWTP | Pender County
Rocky Point Phase 1 Water District | Pender County
Water and Sewer Facilities Improvements | Franklin County
1992 EDA Project #1 | Johnston County
Water and Sewer Improvements | Johnston County
Water and Sewer Facilities (I-95/US701 Interchange Area) | Johnston County
Hamlin Water and Sewer Improvements | Johnston County
Cleveland Road Connector | Johnston County

DESIGN PROJECT EXPERIENCE/REFERENCES





OWNER: Pender County

CONTACT:
Chad McEwen
910.259.1200
cmcewen@pendercountync.gov

PROJECT RELEVANCY:
- 1000kw natural gas generator
- Air Quality Permit

Melinda K. Knoerzer Adaptive Ecosystem Reclamation Facility

Pender County, NC

McKim & Creed provided technical engineering services for the design, permitting, construction and post-construction phases for implementation of this new 0.5 mgd wastewater treatment plant located in Pender Commerce Park. The new plant includes an innovative and unique treatment approach that utilizes an adaptive ecosystem with hydroponics, moving bed bioreactors, and a greenhouse. Initially, Acme indicated an 18- to 20-month schedule for construction of the new fish processing facility; but, shortly after the park was selected for the project, Acme introduced a revised schedule that had the new industry online and operational in approximately 12 months. To meet this aggressive new timeframe, Pender County and McKim & Creed collaborated on a two-phased approach. Phase I entailed the design and construction of an influent plant pump station and equalization basin as part of a pump-and-haul operation. Phase II consisted of design and construction for the remaining WWTP facilities.



OWNER: University of Tampa

CONTACT:
Peter Gray, Project Manager
Design Styles Architecture
813.241.6700
peterg@emaildsa.com

PROJECT RELEVANCY:
- 300kw natural gas generator
- Air Quality permit

University of Tampa Cass Building

Tampa, FL

McKim & Creed was selected to design a two story classrooms addition to the existing Cass building at the University of Tampa. As part of the project, our team designed infrastructure upgrades to the existing building engineering systems to increase their existing capacity to accommodate the new building's additional energy requirement. Furthermore, we increased the existing electrical power emergency backup system by replacing the existing natural gas generator with new 300 KW natural gas generator. The upgrade of the emergency backup system also included the installation of new emergency switchboard to accommodate the distribution of the emergency power to the existing loads that we relocated to the be supported by the bigger 300kW generator, plus an additional 600A ATS (Automatic Transfer Switch) and 600A panel to accommodate the expanding emergency loads added under the new classroom addition to the building.





OWNER: Atrium Health Care

CONTACT:
Tracie Sansavera, LEED AP
CPL Architecture
704.644.4525

PROJECT RELEVANCY:
- 250kw natural gas generator
- Air Quality permit

Atrium Health Care

Pineville, NC

Atrium Health Care decided to relocate one of their computer testing and nurse call monitoring centers to a new space within an existing building. McKim & Creed was selected to provide the engineering design for the infrastructure upgrades to the existing building's engineering systems and increase capacity to accommodate the added energy requirement for the space. As part of this project, the team added a 250KW-480/277V-3PH natural gas generator and a 400A ATS (Automatic Transfer Switch) to provide emergency backup to their monitoring operation. Furthermore, multiple panels and a transformer were added to feed all the 480/277V loads and 208/120V loads serving the new computer and data monitoring rooms.



OWNER: CFPUA

CONTACT:
John Jernigan
910.332.6424
John.Jernigan@cfpua.org

PROJECT RELEVANCY:
- New 2000kw generator
- Air Quality Permit

Northside WWTP Plant Enhancements / Backup Generator

Wilmington, NC

McKim & Creed provided professional engineering services for the CFPUA Northside WWTP Enhancements and 2000kw Backup Generator. This project entailed development of a Preliminary Design Memorandum that evaluated various improvements to enhance the operational flexibility and reliability of the Northside WWTP, and recommended modifications to improve operational flexibility of the plant.



OWNER: City of Jacksonville

CONTACT:
Wally Hansen
910.938.5260
whansen@ci.jacksonville.nc.us

PROJECT RELEVANCY:
- New 2000kw generator
- Air Quality Permit

Jacksonville Nano Filtration Plant

Jacksonville, NC

McKim & Creed provided comprehensive engineering and survey services for the preliminary engineering, environmental assessment, final design, permitting, bidding, construction and start-up of the 8.0 mgd ground water supply and nanofiltration water treatment facility in Onslow County. The final design and permitting scope of services included siting and design of twenty Castle-Hayne production wells; 75,000 LF of 12-inch, 16-inch and 24-inch raw water transmission piping; an 8.0 mgd nanofiltration treatment system including a 2 MG finished water storage clearwell; and a low- and high-service pumping system, finished water system improvements, and concentrate discharge force main. Additionally, our team assisted the City in obtaining a $40 million low-interest SRF loan to fund the project. The project included design of a new standby 2000kw generator for the facility.



OWNER: LCFSWA

CONTACT:
Tim Holloman, Director
910.383.1919
director@lcfwasa.gov

PROJECT RELEVANCY:
- Design install of 3MW generators
- Air Quality Permit

Kings Bluff Pump Station Standby Generator

Riegelwood, NC

The Kings Bluff Pumping Station has a raw water pumping capacity of 45 mgd. The current demand for raw water has exceeded the projected demand from the Authority's four raw water customers. The projected demand does not exceed the capacity of a single pump at the pumping station (27 mgd). However, the influx of summer visitors to the beaches in Brunswick and New Hanover Counties has increased the water demands from the City of Wilmington and Brunswick County beyond those projected for the summer of 2002. The increase in the peak raw water demand and the uncertainty of the reliability associated with the auxiliary drive requires the Authority to move up the installation date planned for the standby power system for the Kings Bluff Pumping Station. McKim & Creed provided planning, design and construction management for the installation of two 3.0 mega watt generators.



OWNER: ONWASA

CONTACT:
Matt Hypes (former Director)
910.341.5812
Matt.Hypes@wilmingtonnc.gov

PROJECT RELEVANCY:
- Design and install of new generator
- Air Quality Permit

Northwest Regional Water Reclamation Facility (NWRWRF)

Jacksonville, NC

McKim & Creed provided professional engineering services for this new 2.0 mgd water reclamation facility with high-rate infiltration, a 1-mgd infiltration basin disposal system and an off-site influent pump station to serve the northwest region of Onslow County. Our team provided planning, design, permitting, bid/award, and construction observation/administration services that culminated in a sustainable wastewater treatment and disposal system for the Richlands area. The fully functional and compliant new facility not only meets Richlands' increasing wastewater treatment needs, but it also was achieved well under budget. McKim & Creed identified and implemented a number of cost saving measures, including converting the original membrane bioreactor (MBR) design to an SBR process, and using pre-cast concrete and pre-stressed composite concrete structures in lieu of cast-in-place concrete. Additionally, the significant redesign of the high-rate infiltration basins resulted in an estimated $2M construction savings. The project included design of a new generator for backup power to the facility.





OWNER: Craven County

CONTACT:
Elliot Thomas
252.670.8010
ethomas@cravencountync.gov

PROJECT RELEVANCY:
- Emergency generator upgrade
- Air Quality Permit

Craven County Water Treatment Plant

Wilmington, NC

The McKim & Creed team provided technical engineering services for the design, permitting, bid/award, construction, and post-construction phases for a new Nanofiltration Membrane Water Treatment Plant (WTP). The WTP is supplied water via the Pee Dee and Castle Hayne aquifers and the project involved new supply wells to increase overall capacity. The project was developed in two phases, with the initial phase (Phase I) consisting of 2 mgd of a nominal finished water supply with an additive bid alternative to a 3 mgd capacity, and with the ability to modularly expand the facility to 5 mgd by adding additional membrane trains. Also included in Phase I was a total of eight 800 gpm wells; 19,250 LF of 8-inch through 24-inch raw water line; 7,800 LF of 18-inch finished water line; and 18,820 LF of 16-inch concentrate water force main, including approximately 1,900 LF of 18-inch HDPE horizontal directional drill. One of the horizontal directional drills included a 1,300 LF subaqueous installation from the banks of the Neuse River with the drill existing in the bottom of the Neuse River channel and discharging the concentrate water through a diffuser assembly. The project included design of a new generator for backup power to the facility.



OWNER: CFPUA

CONTACT: Frank Styers
910.332.6670
Frank.Styers@cfpua.org

PROJECT RELEVANCY:
- Relocation of 1250kw from the Northside WWTP to the raw water pump site

Kings Bluff Pump Station Auxiliary Power Source

Riegelwood, NC

McKim & Creed provided design, permitting, bid, and construction phase services for the relocation and installation of an existing 1250kw generator from CFPUA's Northside WWTP to the CFPUA's Kings Bluff Raw Water Pump Station. The project design included design of new electrical and integration at the raw water pump station to include transport, setup, and functional testing.



OWNER: City of Gonzales

CONTACT:
Barney Arceneaux, Mayor
225.647.2841
mayora@gonzalesla.com

PROJECT RELEVANCY:
- Berm design
- Flood control design

Environmental Enhancement Facility Upgrade

Gonzales, LA

McKim & Creed completed design and construction of a new Environmental Enhancement Facility for the City of Gonzales, LA, as the final $5.8-million phase of a larger $15.2-million Comprehensive LADEQ State Revolving Fund Program. Since this project was funded by a LADEQ SRF loan, a Section 201 Facility Plan was prepared to document the need, capacity and feasibility of the treatment process that was used. Prior to the construction of the Environmental Enhancement Facility, Gonzales had a conventional mechanical plant located adjacent to City Hall that discharged to Bayou Francois. the new Gonzales facility was necessitated when LADEQ imposed more strict effluent limits for wastewater discharge to Bayou Francois. The new facility was constructed on land purchased by the City of Gonzales at the City Limits and west of LA Highway 44 (Burnside Road).

The Environmental Enhancement Facility was constructed as a 2.5 MGD aerated lagoon using floating vortex aerators to treat domestic wastewater generated within the City of Gonzales. The new plant also included an influent structure with an automatic bar screen to remove trash and stringy debris from the wastewater and an influent pump station to transfer raw wastewater from the City's collection system to the Environmental Enhancement Facility, disinfection, and triplex effluent pump station and force main to transfer the effluent to a Mississippi River discharge.



OWNER: St. Charles Parish

CONTACT:
Mr. Miles Bingham, P.E.
St. Charles Parish
mbingham@stcharlesgov.net
985.783.5100

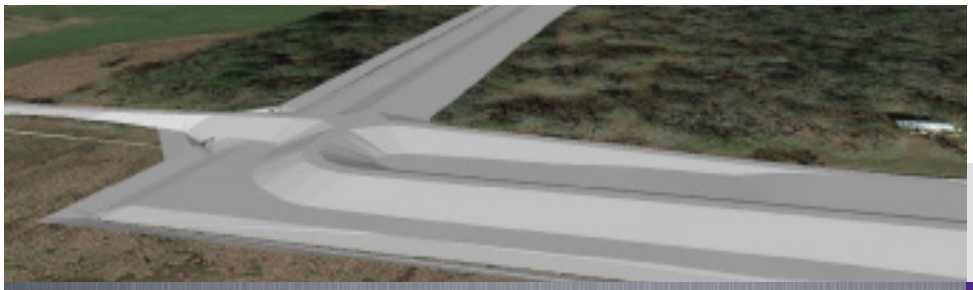
PROJECT RELEVANCY:
- Berm design
- Flood control design

Luling Oxidation Pond Rehabilitation & Upgrades

St. Charles Parish, LA

This 50-acre pond facility, located at 199 Texaco Road in Luling, LA, is currently under a compliance order from DEQ to bring effluent permit levels back into compliance. The current levels of BOD are not meeting permit limits on a consistent basis, especially during the summer months when algal blooms compound the issue. In addition, this facility experiences huge fluctuations in flow due to inflow/infiltration into the overall sewer collection system during periods of heavy rain.

To resolve these issues, McKim & Creed routed flows into a smaller 7-acre pond that converts to an aerated lagoon system with a design flow of 3.5 mgd. Additional sewer flows will be routed to the large 50-acre pond that will serve as an equalization/holding basin until such flows can be processed.



OWNER: Pontchartrain Levee District

CONTACT:
Monica S. Gorman
(225) 869-9721

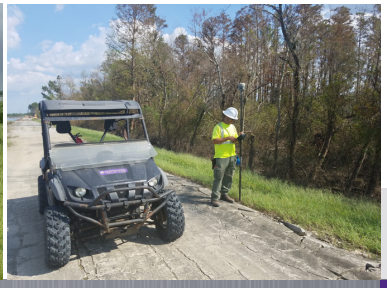
PROJECT RELEVANCY:
- Berm design
- Flood control design

Laurel Ridge Levee Extension

Ascension Parish, LA

The Laurel Ridge Levee Extension Project consists of extending the existing Laurel Ridge Levee to protect an additional approximately 8,500 structures along/within the Amite River floodplain from backwater flooding and high waters on the Amite River. The Laurel Ridge Levee Extension will be approximately 4.5 miles long and will be constructed to an elevation of 13'-17'. This project maintains the utilization of existing wetlands through 7 outfall structures which minimizes environmental impacts and eliminates the need for pump stations. A large portion of the protected side of the levee outfalls into the Amite River so conveyance was vital to ensure that no adverse impacts were created through obstruction of the existing drainage system. The levee's alignment transcends an existing swampland and utilizes existing grades and drainage patterns to passively drain the protected side of the levee through the structures. The design of this project required the delineation of existing drainage areas within the protection of the levee in order to size the structures appropriately and to determine the appropriate locations to maintain the conveyance of the system. This project involved extensive Section 404 & Section 10 permitting efforts due to the potential impacts to thousands of acres of wetlands. The levee was designed to meet FEMA Certification which will reduce flood stages by several feet and remove thousands of properties from a flood-zone designation, reducing insurance premiums for residents.





OWNER: Duke Energy

CONTACT:
Matt Pugh
Wood PLS
813.241.6700
peterg@emaildsa.com

PROJECT RELEVANCY:
- Berm Survey Data Collection

Post Florence Sutton Cooling Pond Berm Restoration

Wilmington, NC

McKim & Creed's geomatic team provided construction staking services days after Hurricane Florence for repair due to the effects of Hurricane Florence for the berm of the cooling pond around Sutton Lake. The survey team provided check surveys during construction and final as-built surveys upon completion of emergency repairs.

STANDARD FEE SCHEDULE

EMPLOYEE CLASSIFICATION (RATE/HOUR)

ENGINEERING

Principal	$295.00
Engineering Manager	$260.00
Project Manager III	$225.00
Project Manager II	$205.00
Project Manager I	$185.00
Technical Specialist	$270.00
Project Engineer IV	$215.00
Project Engineer III	$200.00
Project Engineer II	$165.00
Project Engineer I	$145.00
Engineer Intern	$133.00
Land Planner/Landscape Architect	$140.00
I&C Specialist III	$205.00
I&C Specialist II	$175.00
I&C Specialist I	$138.00
Programmer III	$185.00
Programmer II	$165.00
Programmer I	$130.00
Designer IV	$152.00
Designer III	$135.00
Designer II	$125.00
Designer I	$105.00
Sr. CAD Technician	$90.00
CAD Technician	$75.00
Sr. Project Administrator	$103.00
Project Administrator	$88.00
Administrative Assistant	$72.00

CONSTRUCTION

Construction Administrator IV	$180.00
Construction Administrator III	$160.00
Construction Administrator II	$145.00
Construction Administrator I	$120.00
Project Representative III	$142.00
Project Representative II	$123.00
Project Representative I	$99.00

FIELD SERVICES

Field Technician I	$88.00
Field Technician II	$115.00
Field Services Manager	$138.00

EMPLOYEE CLASSIFICATION (RATE/HOUR)

SURVEYING

Sr. Surveyor/Project Manager III	$240.00
Sr. Surveyor/Project Manager II	$216.00
Sr. Surveyor/Project Manager I	$175.00
Project Surveyor	$140.00
Sr. Survey CAD Technician	$115.00
Survey CAD Technician	$100.00
Survey Technician	$85.00
Survey Field Supervisor	$106.00
Project Coordinator	$125.00
Field Survey Party 1 Person Crew	$120.00
Field Survey Party 2 Person Crew	$165.00
Field Survey Party 3 Person Crew	$225.00
GPS Mapping 1 Person Crew	$116.00
GPS Mapping 2 Person Crew	$157.00
RTK/VRS GPS 1 Person Crew	$121.00
RTK/VRS GPS 2 Person Crew	$165.00

SUBSURFACE UTILITY ENGINEERING

Utility Engineering Sr. Project Manager	$223.00
Utility Engineering Project Manager	$188.00
Utility Coordinator I	$159.00
Utility Engineering Technician I	$79.00
Utility Engineering Technician II	$94.00
Utility Engineering Analyst	$106.00
Utility Engineering Specialist	$141.00
Utility Engineering Party (2 Person Crew)	$181.00

GEOSPATIAL INFORMATION SYSTEMS

GIS Specialist	$121.00
GIS Technician II	$99.00
GIS Technician I	$79.00
GIS Analyst I	$115.00
GIS Analyst II	$125.00
LiDAR Field Technician	$94.00
LiDAR Technician I	$84.00
LiDAR Technician II	$113.00
LiDAR Technician III	$135.00
Photogrammetric Technician	$109.00
Photogrammetrist	$160.00

EXPENSES

In addition to labor, McKim & Creed bills for the following project-related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of the client; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking etc.; mileage for all company-owned vehicles (trucks) will be billed at $0.85/mile; employee-owned vehicles used for transportation related to the project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs. McKim & Creed also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

NORTH CAROLINA BOARD OF EXAMINERS
FOR ENGINEERS AND SURVEYORS
4601 Six Forks Rd Suite 310
Raleigh, North Carolina 27609

McKim & Creed, Inc.
1730 Varsity Drive, Ste 500
Raleigh, NC 27606

This is to Certify that:

McKim & Creed, Inc. is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice ***engineering and land surveying*** under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.

This authorization must be renewed annually, and **expires on June 30, 2022**

License No. : F-1222

THE NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS

Executive Director

POST IN PLACE OF BUSINESS

Issued 06/08/2021

Telephone	FAX	EMAIL Address	WEB Site
(919) 791-2000	(919) 791-2012	ncbels@ncbels.org	www.ncbels.org

Client#: 216019 20MCKIMCRE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/13/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff Insurance Services
Post Office Box 13941
Durham, NC 27709
919 281-4500

CONTACT NAME: NC Certificate Team
PHONE (A/C, No, Ext): 919 281-4500 **FAX (A/C, No):** 8887468761
E-MAIL ADDRESS: NCCertificateTeam@McGriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : Continental Insurance Company	35289
INSURER C : American Casualty Co of Reading PA	20427
INSURER D : Continental Casualty Company	20443
INSURER E :	
INSURER F :	

INSURED
McKim and Creed Inc
1730 Varsity Dr Ste 500
Raleigh, NC 27606-2689

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			7015339793	09/05/2021	09/05/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $100,000 $15,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			7015339776	09/05/2021	09/05/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			7015339809	09/05/2021	09/05/2022	EACH OCCURRENCE AGGREGATE 	$10,000,000 $10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7015339762	09/05/2021	09/05/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Leased/Rented Equ			7015399847	09/05/2021	09/05/2022	$1,000,000 Limit	

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

CERTIFICATE HOLDER
McKim and Creed Inc.
1730 Varsity Dr Suite 500
Raleigh, NC 27606-2689

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
Robert K Stone

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) 1 of 1 #S28688187/M28677606 The ACORD name and logo are registered marks of ACORD BFY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/13/2021

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 Scott Insurance - Raleigh 2501 Blue Ridge Road Suite 250 Raleigh NC 27607	**CONTACT NAME:** Toni Dyer **PHONE (A/C, No, Ext):** 919.341.0746 **FAX (A/C, No):** **E-MAIL ADDRESS:** tdyer@scottins.com
INSURED MCKI&CR-01 McKim & Creed, Inc. 1730 Varsity Drive Venture IV Building, Suite 500 Raleigh NC 27606-2689	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Berkley Assurance Company (A+) / 39462 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 226173116 **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	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability & Contractor Pollution Liab			PCAB-5015353-0921	9/5/2021	9/5/2022	Each Claim/Aggregate Each Claim/Aggregate Self-Insd Retention	$5M / $10M $5M / $10M $500K / $1M

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

CERTIFICATE HOLDER	**CANCELLATION**
FOR INFORMATION ONLY	**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**

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

Pender County
Request for Board Action

TO:	Board of Commissioners
FROM:	Travis Henley
DATE:	February 22, 2022
SUBJECT:	Approval of Purchase Order to Fairway Ford for the Purchase of a 2022 Ford F-150 for Building Inspections in the Amount of $30,530.00

SUMMARY:
Pender County Planning and Community Development is requesting the approval of a Purchase Order to purchase a 2022 Ford F-150 to be driven by a Building Inspector in the performance of their duties and responsibilities. This vehicle will replace a 2013 Ford F-150, which will be repurposed for use by the Watershed and Drainage Technician within the Department. Quotes were received from Fairway Ford in Burgaw, Bill Carrone Ford in Wallace, and Jones Ford in Shallotte, with Fairway Ford providing the best pricing.

This was a budgeted expenditure and funds will be sourced from fund 650-407403.

ACTION REQUESTED:
Approval of a Purchase Order to Fairway Ford of Burgaw for $30,530.00 for the purchase of a 2022 Ford F-150 truck.

ATTACHMENTS:
Quote from Fairway Ford

Fairway Ford, Inc.
P.O. Box 959
Burgaw, NC 28425
910-259-2371

December 22, 2021

To: Daniel Adams

From: Hugh Highsmith

Re: Quote to order new 2022 Ford F150

Daniel,

Thank you for the opportunity to quote the truck that your department is considering. Please find below, specifications and pricing to order a new 2022 Ford F150 pickup truck.

Pricing is based on ordering a vehicle from Ford Motor Company and includes a $10,130.00 NC State Contract Price Concession for the vehicle line being requested. **The vehicle must be ordered and delivery taken prior to 05/08/2022 for this Price Concession Amount to qualify and the quoted price to be valid.**

With the current supply chain issues, there is no guarantee that the vehicle will be built and arrive by this date. If Ford cannot produce and deliver the vehicle to Fairway Ford, Inc. for delivery to the County of Pender before 05/08/2022, this quote will not be valid and cannot be honored by Fairway Ford, Inc.

Specifications:
New 2022 Ford F150 extended cab 4x4 pickup truck
6 ½ foot pickup bed
XL trim level
3.3L V6 gasoline engine
Automatic transmission
Air conditioning
Power windows/door locks/mirrors
Keyless entry keys (2 included in quote)
Speed control and tilt/telescoping steering column
Reverse sensing system
Rearview camera
Black platform running boards
Color: Oxford White
Interior: Gray vinyl

Cont'd

Selling Price:	**$29,505.00**
3% Titling Tax:	**886.00**
6000LB Tag/Title Fee:	**139.00**
Total:	**$30,530.00**

Please feel free to call or email me with any questions regarding this quote.

Respectfully Submitted,

Hugh B. Highsmith, III
Sales Manager

Pender County Recommendation to award the Internet Services contract to Spectrum Enterprise for 36-Month Term and award the Wide Area Network and 911 Backup contract to AT&T for 36-Month Term.

TO:	
FROM:	Allen Phillips-Bell
DATE:	February 22, 2022
SUBJECT:	Recommendation to award the Internet Services contract to Spectrum Enterprise for 36-Month Term and award the Wide Area Network and 911 Backup contract to AT&T for 36-Month Term.

SUMMARY:
The County's contract for Internet Services and Wide Area Network (WAN) Services ends at the end of this fiscal year. In collaboration with the County's E-Rate Consultant, E-Rate Services, LLC, Pender County issued a Request for Prospal (RFP) on January 6th, 2022, requesting proposals for Internet and Wide Area Network (WAN) for Pender County Buildings.

This was done in advance to allow for the potential construction of necessary infrastructure build-out, in addition to meet the March 22, 2022 filing requirements for E-Rate funding. E-Rate is a federal grant program that provides matching funds to public schools and libraries for internet connectivity and related equipment which the County began using in 2018. The amount varies by local conditions; we are eligible for 80% in matching funds. A portion of the Primary Internet connection and all of the Hampstead Library WAN connection is eligible for E-Rate reimbursement.

Proposals were due on February 3rd, 2022, and two proposals were received: Spectrum Enterprise and AT&T. The review committee met on February 8th to review and score the responses.

Based on the total monthly cost and the Internet Services scoring rubric, we are proposing Spectrum be selected as the Service Provider for fiber Internet Services for the following locations: Howard Holly Building, Law Enforcement Center, Tourism Building, Pender Memorial Park, Hampstead Convenience Center, Sheriff's Office Annex. Spectrum's total monthly cost to provide internet services to these locations are proposed at $2,720 monthly; for a 36-month term. In addition, Spectrum received the highest score, 95 out of 100 on the scoring rubric for internet services. However, to ensure redundant internet connectivity for the Sheriff's Office, the Sheriff's Office Backup internet service provider

will be awarded to ATT for the EOC/EMS Station 1 location with proposed monthly cost at $487.82. This provides backup internet connection services to the Sheriff's Office & Backup 911 Center should the primary internet connection fail.

Based on the total monthly cost and the WAN Services scoring Rubric, we are proposing AT&T be selected as the Service Provider for fiber Wide Area Network services for the following locations: Animal Shelter, Hampstead Annex, Hampstead Library, Shooting Range, Water Treatment Plant. Wide Area Network services allow for these remote locations to connect back to County Network resources to a Hub location. AT&T's total monthly cost to provide Wide Area Network services to these locations are proposed at $2,726.87 monthly; for a 36-month term. In addition, AT&T received the highest score, 80 out of 100 on the scoring rubric, for Wide Area Network services. Total proposed monthly costs for WAN Services and Backup Internet connection for the Sheriff's Office & Backup 911 Center is $3,214.69.

Based on the submitted proposals, the County will see an estimated annual savings of $25,940.88. This includes an estimated savings of $13,323.84 for Internet Services and $12,617.04 for WAN Services.

Staff are requesting that the Board of County Commissioners consider approving the two contracts to allow work to begin in preparation for service beginning after July 1, 2022. Once the Fiscal Year 2022-2023 Budget has been approved, staff will request a purchase order to encumber the funds for the entire fiscal year.

ACTION REQUESTED:
To award the Internet Services contract to Spectrum Enterprise for a 36-Month Term and award the Wide Area Network and 911 Backup Internet Service contract to AT&T for 36-Month Term.

Pender County Library

Request for Proposals for Internet and WAN

Timeline:

E-rate Form 470 #220006718

- Questions Due Date: **January 28, 2022**
- Questions must be submitted to https://forms.gle/kbBbhUjfbnpbecus9 E-mails and phone calls will not be accepted. Q & A will be posted in EPC as a 470 RFP document.
- Due Date: **February 3, 1:00 P.M.**
- Proposals will not be accepted after this date. Sealed responses and a service contract ready for the Pender County Government to execute with all site names and addresses included, should be mailed to:

  Pender County Library– Sealed Bid

  103 S Cowan Street

  PO Box 879

  Burgaw, NC

  Or delivered to:

  Pender County Library– Sealed Bid

  103 S Cowan Street

  PO Box 879

  Burgaw, NC

  - Two paper copies and two USB flash drives with electronic copies are requested
  - An email should be sent to both purchasing@pendercountync.gov and erate@erateservices.com to notify that a proposal has been mailed. Proposals should NOT be included in this email.

- Announcement Date: **February 23, 2022**

Section 1: Overview

Pender County Government is requesting proposals for:

- Internet service for Pender County Government. A cost-allocation will be done for the Internet service utilized by the libraries
    - Internet service is expected to be delivered to the locations listed in Appendix A
        - The Primary internet would reside at 300 E. Fremont but the outlying locations would terminate in their own demarc locations
    - The new service is being planned to begin on July 1, 2022.
    - Pricing is requested for 1 Gbps, 2 Gbps, and 3 Gbps Internet service.
    - Pricing must be submitted without Special Construction.
    - Static IP addresses per Appendix A
- Symmetrical leased lit fiber transport locations listed in Appendix A and to Hub location, 300 East Fremont St, Burgaw, NC 28425
- Both 3-year and 5-year contract options, with five (5) one-year voluntary extensions, will be considered. Month to Month service may also be considered.
- As with all E-rate FCC Form 470s and RFPs affiliated with a filed FCC Form 470, the applicant will, at its sole discretion decide whether a vendor/respondent award will result from this RFP. The issuance of an FCC Form 470 and this RFP do not obligate the County to make an award.
- Pender County Government currently has service provided by Charter/Spectrum.
- A single provider is preferred, but awards may need to go to multiple service providers. Please submit pricing for either option.

Section 2: Service Requests

1. Applicant is seeking bids for Internet and Leased Fiber (WAN Services). See Section 3 for solution requirements.
2. If construction is needed, a plan for regularly scheduled progress updates during the construction period must be addressed in the bid.
3. Special Construction
    a. In E-rate terminology, special construction refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.

b. Proposals must be submitted with construction costs allocated over the life of the contract instead of being submitted as one-time special construction costs. Special Construction proposals will **not** be accepted.

Section 3: Solution Specifications

1. ISP shall provide 1 (2 or 3) Gbps Internet Service, full duplex transmission over an industry standard fiber interface to the locations listed in Appendix A
2. Monthly recurring cost including taxes and fees (including current Universal Service Fees), and any additional non-recurring costs are **required** to be broken out and listed separately. North Carolina Libraries are not exempt from state tax. The tax rate for Pender County is 6.75%.
3. No increased pricing will be allowed during the term of the quoted NRC and MRC rate.
4. A single provider is required for all sites. If subcontracts are utilized, the County requires a single point of contact from the awarded vendor. A list of subcontractors should be included in the proposal if applicable.
5. If there are charges for static IP addresses, they should be included. By submitting a bid, the respondent certifies that it has engineered a full solution including all monthly recurring charges, all installation charges, and all construction costs. Costs added to the quote after the respondent has submitted their bid are solely the responsibility of the respondent and not the applicant.
6. If a bandwidth upgrade is requested mid-contract the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 36-month contract, then 16 months of service must remain on the contract at the new bandwidth before a contract renewal is available.
7. Site additions or deletions will be addressed via a contract amendment. The associated fee for additions or deletions must be included in the proposal.
8. Disconnect or downgrade fees must be included in the proposal.
9. All solutions must adhere to the Service Level Agreement (SLA) terms in Section 4.

Section 4: Service Level Agreement

1. Proposed services must meet the following specifications:
   a. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
   b. .25% frame/packet loss commitment
   c. 25ms round trip network latency commitment
   d. 10ms network jitter commitment
   e. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason.
   f. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.
2. Network operations center: Solution will provide customer support functions including problem tracking via a ticket portal, resolution, and escalation support

management on a 24x7x365 basis. Customer has the right and is encouraged to address any problems that may arise relative to its connection with vendor provided services via the portal.

3. Trouble reporting and response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.

Length of Service Outage Per Site	**Credit is the following percentage of monthly recurring cost**
Less than 2 hours	No Credit
Greater than two (2) hours and less than four (4) hours	5%
Greater than four (4) hours and less than eight (8) hours	10%
Greater than eight (8) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%
Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

4. Escalation: In the event that service has not been restored within 2 hours, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
5. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
6. Trouble reporting, escalation, and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the County.
7. Measurement: Time starts from the time the Customer contacts vendor and identifies the problem.
8. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
9. Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.
10. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing Applicant.

Section 5: General Terms for All Proposals

Pender County Government reserves the right to disqualify any proposal that significantly deviates from submitting the requested information. Proposals that consist of a catalog of services will be disqualified.

1. Description of Proposal
    a. All current sites must be included in the bid. Failure to include all site names and addresses in a bid option could be considered grounds for disqualification.
    b. Respondent will provide a description of their proposal for all services and solutions.
    c. Service Provider must have a USAC 498 ID that is shown on the proposal.
2. Site names and addresses
    a. If their solution is chosen, respondents are required to include sites names and addresses on the contract.
    b. If their solution is chosen, respondents are required to include sites names and addresses on the monthly invoices.
3. Reselling and subcontracting
    a. Any respondent who intends to resell or subcontract a lit service from a 3rd party must supply proof in writing that said party can provide service at all proposed Applicant locations.
    b. If, at any point following the bid submission, any changes from the 3rd party alters the costs or significantly changes the scope of the proposed service then the Applicant will not be liable for the cost increase and reserves the right to disqualify the bid and cancel any signed contracts without penalty.
4. Timeline
    a. For each response, respondents must include a timeline for bringing all sites online.
    b. Proposals requiring little to no construction should be able to bring all sites online by the July 1 start of the funding year.
    c. For solutions requiring construction, a schedule of bringing sites online must be included with an explanation of how this timeline shifts if the date of the E-rate funding commitment shifts.
    d. New service must be installed, and service started by July 1, 2022. The contract must include a statement that all fees will be covered by the new vendor for any sites not connected by July 1, 2022.
5. Demarcation
    a. All solutions must terminate service or infrastructure in the demarcation point at each address specified in the pricing sheet.
    b. Solutions bringing service to the property line but not to the demarcation point are not acceptable.
    c. Respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.
    d. The handoff to each location will need to be an **ethernet** connection unless otherwise noted.

6. Construction
    a. Construction details should include the total project plant route feet, average cost per foot of outside plants, total strands, and number of strands dedicated to the Pender County Government.
7. References
    a. For each response, respondent must provide 3 references from current or recent customers (preferably Local Government) with projects equivalent to the size of Applicant. – Appendix B
8. Contract
    a. For each response, respondents must provide a prepared service contract ready for signing within 10 business days of receiving the Letter of Intent.
9. Complete and include the Price Proposal in Appendix C.
10. Complete and include the checklist on Appendix D.
11. E-rate Program Integrity Assurance (PIA) Review
    a. If their solution is chosen, respondents are required to promptly provide Applicant with any information being requested as part of PIA review.
    b. Vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.
    c. For all responses that include construction, the respondent agrees, by submitting its bid, to produce all construction labor, construction materials and other cost information requested during PIA review.
    d. **All responses must agree, in writing, to this section in the Appendix D Checklist. Failure to answer is grounds for disqualification.**
12. Required Notice to Proceed and Funding Availability
    a. Applicant will follow the purchasing policies of the Pender County Government and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.
    b. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the County's issuance of a written Notice to Proceed.
    c. E-rate funding notification alone will not signify Notice to Proceed. The County will have the right to allow the contract to expire without implementation if appropriate funding does not come available.

Section 6: Evaluation Criteria

Price (E-rate eligible recurring and one-time circuit costs) is the primary and most heavily weighted factor. Other criteria may include but are not limited to: Complete bid submission, Prior Experience with Company, Proposed contract terms and conditions, E-rate ineligible recurring or one-time costs, and Provider references.

Section 7: Protest

1. Bid protests must follow the procedures in 01 NCAC 05B .1519 PROTEST PROCEDURES. http://reports.oah.state.nc.us/ncac/title%2001%20-

%20administration/chapter%2005%20-%20purchase%20and%20contract/subchapter%20b/01%20ncac%2005b%20.1519.pdf

APPENDIX A – Specifications by location

Internet Service Locations						
Site	**Address**	**City**	**Zip Code**	**Service Requested**	**Static Public IP Address**	**Requested Bandwidth**
Howard Holly Building (HUB FOR WAN LOCATIONS)	300 E Fremont St.	Burgaw	28425	Internet Service	60	1 Gigabit x 1 Gigabit
Law Enforcement Center	605 East Fremont St.	Burgaw	28425	Internet Service	40	100 Mbps x 100 Mbps
EOC / EMS Station 1	805 Ridgewood Av.	Burgaw	28425	Internet Service	40	50 Mbps x 50 Mbps
Tourism	106 E Wilmington St.	Burgaw	28425	Internet Service	1	10 Mbps x 10 Mbps
Pender Memorial Park	601 S Smith St.	Burgaw	28425	Internet Service	1	50 Mbps x 50 Mbps
Hampstead Convenience Center	250 Transfer Station Rd	Hampstead	28443	Internet Service	1	50 Mbps x 50 Mbps
Hampstead Sheriff's Office Annex	15060 US Hwy 17	Hampstead	28443	Internet Service	5	50 Mbps x 50 Mbps

E-LAN / WAN Service Locations						
Site	**Address**	**City**	**Zip Code**	**Service Requested**	**Primary Hub Location / Address**	**Requested Bandwidth**
Animal Shelter	3280 New Savannah Rd.	Burgaw	28425	E-LAN / WAN	300 East Fremont St.	50 Mbps x 50 Mbps
Hampstead Annex	15060 US Hwy 17	Hampstead	28443	E-LAN / WAN	300 East Fremont St.	100 Mbps x 100 Mbps

Hampstead Library	75 Library Dr.	Hampstead	28443	E-LAN / WAN	300 East Fremont St.	100 Mbps x 100 Mbps
Shooting Range	8718 Shaw Hwy.	Rocky Point	28457	E-LAN / WAN	300 East Fremont St.	100 Mbps x 100 Mbps
Water Treatment Plant	289 Quality Way	Wilmington	28401	E-LAN / WAN	300 East Fremont St.	100 Mbps x 100 Mbps

E-Rate Eligible

Appendix B

References

School or County System	Contact Name	Email Address	Telephone Number

APPENDIX C – Price Proposal Form

Site	Proposed Bandwidth	Monthly Rate	Non-Recuring Charge	Static IP Address Costs
Howard Holly Building *E-rate Eligible*				
Law Enforcement Center				
EOC / EMS Station 1				
Tourism				
Pender Memorial Park				
Hampstead Convenience Center				
Hampstead Sheriff's Office Annex				

Animal Shelter				
Hampstead Annex				
Hampstead Library *E-rate Eligible*				
Shooting Range				
Water Treatment Plant				

Appendix D

Checklist

- ☐ 3-year proposal with five 1-year extensions
  - 1 Gbps option included
  - 2 Gbps option included
- ☐ 5-year proposal with five 1-year extensions
  - 1 Gbps option included
  - 2 Gbps option included
- ☐ Network design illustrated
- ☐ Construction routes are included
- ☐ Design provides resiliency
- ☐ Construction details (if needed)
- ☐ Bandwidth is scalable
- ☐ Pricing is attached
  - Pricing includes NRC
  - Pricing includes MRC
  - Pricing includes all taxes and fees, including current rate for USF
  - Understand that costs added to the quote after the bid is submitted are the responsibility of the company and not the Applicant

- ☐ Single provider for all sites OR
  - Provider for single sites
- ☐ The contract will allow for bandwidth upgrades via a contract amendment
- ☐ Site additions or reductions will be addressed via a contract amendment
- ☐ Disconnect fees
- ☐ Downgrade fees
- ☐ Agree to SLA
- ☐ Proposal includes all site names and addresses
- ☐ If notified of winning this bid, the contract will include all site names and addresses
- ☐ Cut-over dates
- ☐ Three references
- ☐ It is understood that failure to provide all items requested in this RFP are grounds for disqualification
- ☐ USAC 498 ID (SPIN)
- ☐ Upon award of a contract, Bulk Upload Spreadsheets will be provided
- ☐ An aggregate uptime of 99.9% uptime will be provided
- ☐ Circuits will not be throttled
- ☐ Protest deadlines are understood
- ☐ By submitting a proposal, we are agreeing to the requirements of the RFP
- ☐ SLA Portal (Ticket submission, network utilization, progression, tracking, etc.)

Internet Services							
CRITERIA	Points	V1	V2	V3	V4	V5	V6
E-rate eligible recurring and one-time circuit costs	30	30	25				
E-rate ineligible recurring or one-time costs	25	25	18				
Prior experience with Company	25	22	8				
Complete bid submission	20	18	19				
TOTAL (100 points)	100	95	70				

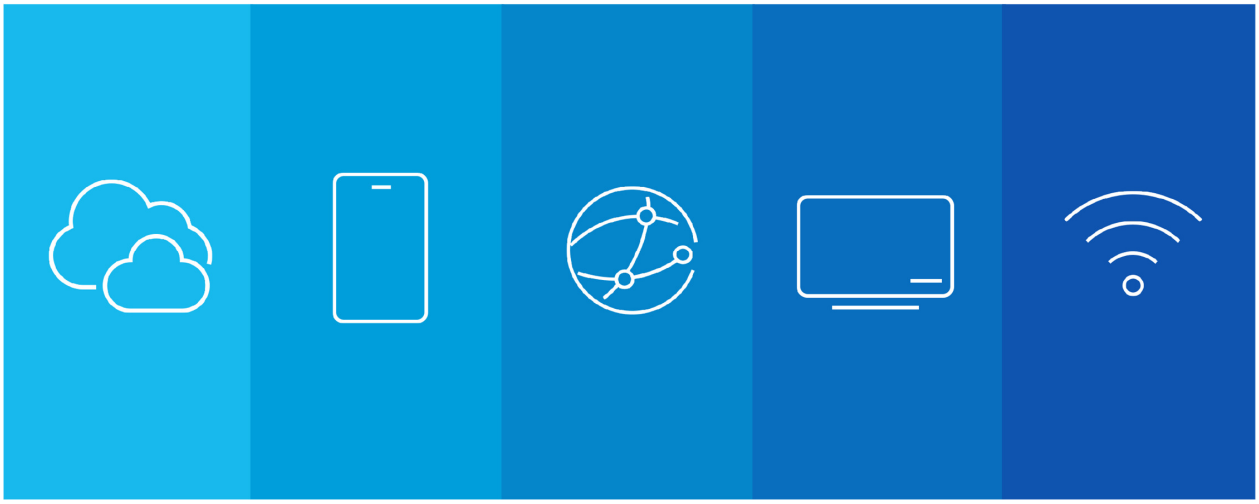
WAN Services							
CRITERIA	Points	V1	V2	V3	V4	V5	V6
E-rate eligible recurring and one-time circuit costs	30	30	28				
E-rate ineligible recurring or one-time costs	25	9	25				
Prior experience with Company	25	22	8				
Complete bid submission	20	18	19				
TOTAL (100 points)	100	79	80				

Spectrum	V1
ATT	V2

* Spectrum Internet Services minus EMS Station 1

** ATT WAN Services + EMS Station 1; for redundancy, electing to award different ISP's

AT&T Response to Pender County Library's RFP # 220105-220 for Internet and WAN Services



AT&T Business

Oscar Rouse
5715 Glenwood Ave
Raleigh, NC 27612, United States

Office: +1 919.788.2419
Mobile: +1 919.600.2052
oscar.rouse@att.com
www.att.com

February 03, 2022

Cynthia Johnson
Consultant
Pender County Library
103 S Cowan Street,, PO Box 879
Burgaw, NC

Dear Ms. Johnson:

Meeting public needs both digitally and on premise is key to operating a successful local government. Your employees and citizens depend on communication services to conduct day-to-day business. After carefully reviewing your requirements, we propose our cost-effective AT&T Dedicated Internet (ADI) service and our AT&T Switched Ethernet on-Demand (ASEoD) service.

The provider qualifications that differentiate ADI and ASEoD from other vendor solutions include our experience and infrastructure investments. AT&T is one of the largest internet and data service providers in the world. We've been providing data services for decades, and we're constantly innovating to provide more capabilities faster and more reliably.

AT&T offers these three (3) core advantages:

Security—AT&T has one of the most comprehensive cybersecurity portfolios in the industry. We build in robust security measures at every network layer to help reduce the risk of outages and intrusions. We understand how important network security is to your business, and we include advanced security technology in both our ADI and ASEoD solutions.

Data Network Strength—AT&T understands data transport—we own and operate wireline, wireless, and IP data networks, including one of the world's most advanced and powerful IP backbones. Our networks offer local, national, and global coverage. Because of our solid network infrastructure and our consulting expertise, we take the worry out of your internet and data service, so you can focus on your core mission.

Reliability—AT&T is one of the strongest, most dependable telecommunications, media, and technology providers in the industry. We monitor our network to identify and correct service issues quickly. Your customers trust you to provide quality products or services; you can trust us to provide sound, reliable network solutions like ADI and ASEoD that will be available when you need them.

We look forward to working with you on this project and helping support your continued success.

Sincerely,

Oscar Rouse

Oscar Rouse
Account Manager

Pender County Library

Connecting Your World

AT&T Response to Pender County Library's RFP # 220105-220 for Internet and WAN Services

February 03, 2022

Oscar Rouse
AT&T
Account Manager
5715 Glenwood Ave
Raleigh, NC 27612, United States
Office: +1 919.788.2419
Mobile: +1 919.600.2052
oscar.rouse@att.com



This response to your request is not a contract offer and does not take the place of a signed contract. If you select AT&T for this service, please let us know so we can provide you the appropriate contract documents. Neither party is obligated for the selected services unless and until mutually agreed contract documents are signed by both parties. The Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and assumes use of AT&T contract documents and an E-rate Rider as part of any final, negotiated contract between the parties, unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Proposal Validity Period—The information and pricing contained in this Proposal is valid for a period of 90 days from the date written on the proposal cover page, or until the E-rate filing window closes for the upcoming E-rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T.

Proposal Pricing—Pricing proposed herein is based upon the specific product/service/equipment mix and locations outlined in this proposal and is subject to AT&T's proposed terms and conditions for those products and services and the AT&T E-rate Rider unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Providers of Service—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand.

Software—Any software used with the products and services provided in connection with this Proposal will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.

Disclaimer—For purposes of this Proposal, the identification of certain services as "eligible" or "non-eligible" for E-rate funding is not dispositive, nor does it guarantee that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website www.usac.org/e-rate. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the customer's E-rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-rate application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters.

End User Equipment—E-rate recipients must cost allocate any non-ancillary ineligible components that are bundled with eligible products or services. Cost allocations are the responsibility of E-rate Applicants. For additional information, reference USAC/SLD website @ www.usac.org/e-rate and Cost Allocation Guidelines for Services @ www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/cost-allocations-for-services/.

Copyright Notice and Statement of Confidentiality—© 2022 AT&T Intellectual Property. AT&T and Globe logo are registered trademarks and service marks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners. The contents of the Proposal (except for pricing applicable to E-rate funded services) are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.

Notwithstanding anything contained in the ***Pender County Library's*** RFP for Internet and Wide Area Network Services, RFP 220105-220 ("RFP") to the contrary, AT&T Corp., on behalf of itself and its service-providing affiliates ("AT&T"), hereby submits this RFP response (the "Response") subject to the provisions hereof, as responded to by AT&T, and the terms and conditions contained in the pre-existing Master Agreement, AT&T MA Reference No. 138640UA, Contract Number 20101026-0155 (the "Master Agreement"), mutually-agreed to by and between AT&T and ***Pender County Government*** ("***Pender County***" the "***County*** " or "***Customer***"*),* along with the applicable Pricing Schedule(s), and any mutually-agreed to associated transaction-specific documents to be entered into between the parties (collectively, the "Proposed Contract Documents") and not pursuant to the terms and conditions contained within or referenced in this RFP document unless otherwise stated. Neither party is under any obligation to the other with respect to this RFP until the parties have agreed upon and executed mutually agreed to order documents (the "Contract").

The terms and conditions contained within this RFP do not contain the product- and service-related contractual terms necessary for AT&T to properly deliver the products and services described in the Response. In that light, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP; and AT&T submits the Proposed Contract Documents as part of the Response. The pricing submitted in the Response assumes the use of the Proposed Contract Documents as part of any final, negotiated contract.

Any AT&T Responses further clarify its position. The terms and conditions of the Proposed Contract Documents are incorporated herein by reference as part of this Response and as though set forth in full herein. The products and services proposed hereunder shall be provided solely pursuant to the rates, charges, terms and conditions (including Service Level Agreements) contained in the Proposed Contract Documents and not pursuant to the terms and conditions contained within or referenced to in this RFP document. The fact that AT&T may not assert the application of the Proposed Contract Documents in response to any individual paragraph in the RFP does not waive its assertion of the use of these documents.

If chosen as the provider for this project, AT&T would be glad to work expeditiously with ***Pender County*** to negotiate any additional mutually-agreeable provisions specific to the requirements of this project. Additionally, leveraging the existing Master Agreement and any additional contract documentation to support the RFP's technical requirements may significantly shorten ***Pender County's*** procurement processes.

Any third-party software used with the Services (as defined in the Proposed Contract Documents) will be governed by the written terms and conditions of the third-party software supplier's software license documentation applicable to such software. Title to software remains with AT&T or its supplier. ***Pender County*** as the licensee will be bound to all such terms and conditions, and they shall take precedence over any agreement between the parties as relating to such software.

It is AT&T's goal to provide the best communications services at the best value for all of our customers using the highest ethical and legal standards. Given the long and successful history of AT&T work with ***Pender County,*** we are confident this will be another successful contracting process, leading to a successful project performance.

ARRA Disclaimer: To the extent any portion of this project may be funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA"), AT&T and ***Pender County Library*** will need to reach mutual agreement on AT&T's participation.

Table of Contents

Executive Summary 1

RFP Response 6

Timeline: 6

Section 1: Overview 7

Section 2: Service Requests 10

Section 3: Solution Specifications 10

Section 4: Service Level Agreement 14

Section 5: General Terms for All Proposals 27

Section 6: Evaluation Criteria 42

Section 7: Protest 42

Appendix A 43

Appendix B 45

Appendix C 46

Appendix C 47

Appendix D 49

Attachments 51



©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

Executive Summary

To provide quality public service, government agencies must improve efficiencies, upgrade to the latest technologies, and find ways to satisfy the changing needs of their constituents. Therefore, government agencies like the County are looking at new ways to realign old practices with evolving technologies.

With your continued growth and increased dependence on technology, your communication infrastructure requires constant focus and attention. Therefore, you are looking for a qualified vendor that can provide Internet and Wide Area Network (WAN) services for several County buildings and office locations to build a more aggressive communication platform. Specifically, you want to take advantage of the latest network technologies, reduce expenses, and make operations more productive and efficient.

AT&T can help you strengthen and extend your network infrastructure and provide the expertise to move your business to the next generation of technology in a cost-effective manner.

Solution

Our solution for the County is a good value and a smart investment. This is because we designed it based on your needs now—and so that you can easily add other services when you're ready.

We built the solution around AT&T Dedicated Internet (ADI) and AT&T Switched Ethernet Service℠ with Network on Demand (ASEoD).

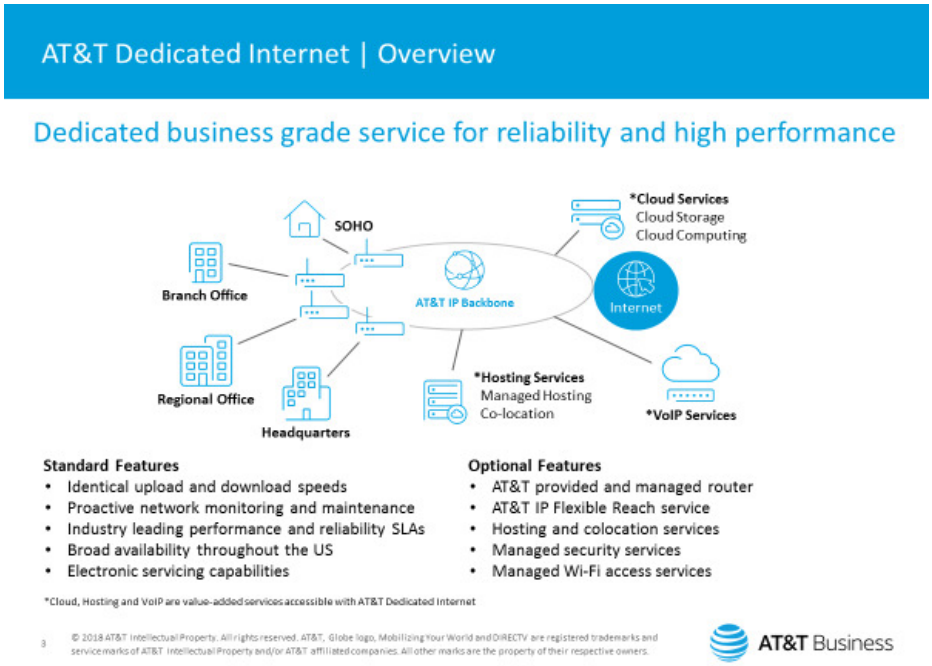
AT&T Dedicated Internet (ADI)

AT&T Dedicated Internet is an Internet access service that combines a symmetrical,

dedicated connection with consolidated application management. AT&T Dedicated Internet includes proactive, 24x7 network monitoring, enhanced network security features, and maintenance of the communications link between service locations and the AT&T network.



©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

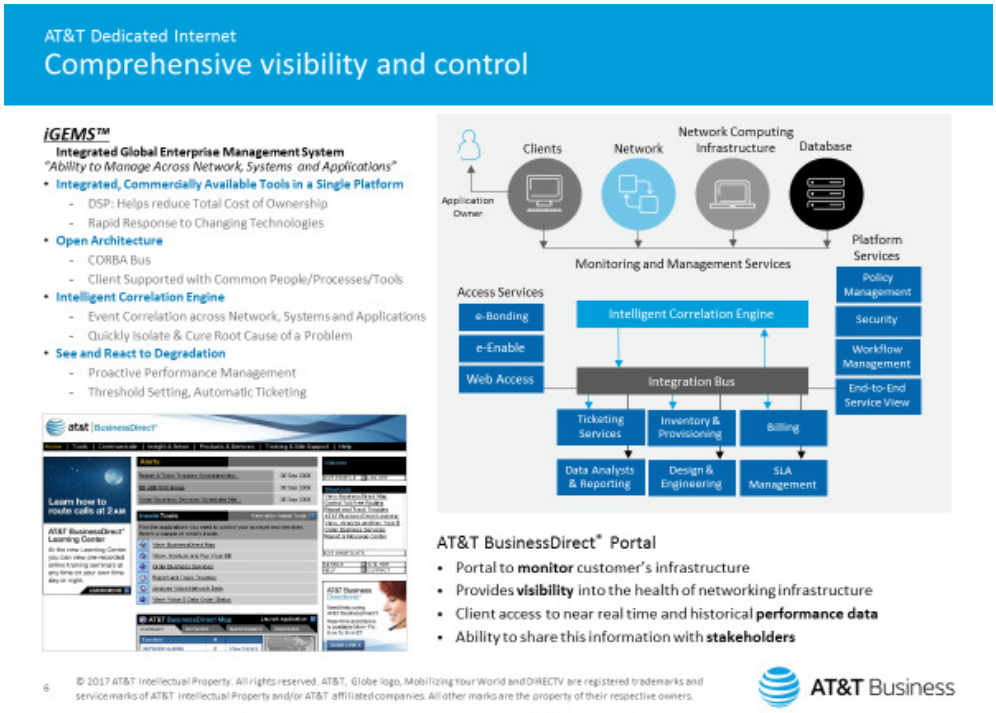


ADI provides reliable access to online information and lets you communicate with Internet users worldwide. Two service types are available. ADI with Managed Router provides end-to-end managed Internet access; we configure, install, and manage your on-site router and diagnostic modem. ADI with Customer-Managed Router provides managed Internet access, but you provide and manage your own on-site equipment.

AT&T is a Tier 1 Internet service provider with a high-performing OC-192/768 IP network. Our IP backbone uses IP over Dense Wavelength Division Multiplexing (DWDM) facilities in a ring configuration. This architecture provides full redundancy and delivers the reliability, quality, and performance you need. And, should network trouble occur, we attempt to swiftly detect, diagnose, and resolve problems via state-of-the-art technology.

To help you manage your AT&T account and your contracted services, the AT&T BusinessDirect® portal provides a suite of online tools that you can use 24x7. BusinessDirect tools give you access to billing, maintenance, network management, and performance reporting information and functions.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.



AT&T Dedicated Internet, or ADI, provides high-speed dedicated Internet access for customers. We also manage the connection. AT&T monitors the network 24 hours a day, seven days a week, and maintains the communications link between the customer and the AT&T network. Should a problem occur, AT&T diagnoses it and its resolution begins immediately. This affords customers the opportunity to focus their resources on their business, not on their telecommunications needs. ADI combines AT&T's world-class IP backbone and customer service to deliver the reliability, security, quality and performance needed to conduct business over the Internet.

AT&T has deployed the world's largest intelligent optical network constructed of Ciena intelligent optical switches; this infrastructure consists of over 600 intelligent optical switches deployed within the US, EMEA and AP regions of the world. This physical layer network enables faster service restoration; faster in the event of a failure or disaster as well as providing the capability to dramatically shorten provisioning time for new high-speed circuits for business customers who have direct access to the network.

This multi-vendor, next-generation network features intelligent optical switches and multi-service platforms that are carrying new private-line, Internet, voice, data, and video traffic. The "intelligence" in the switches comes from innovative software that

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

uses sophisticated real-time signaling and routing algorithms to make decisions without the need for manual intervention. Switches can automatically reroute traffic after such an incident because they keep a comprehensive map of all available routes that is constantly updated to changes in the network.

AT&T Switched Ethernet on Demand (ASEoD)

ASEoD is a transport service that transmits Ethernet traffic among multiple locations and uses AT&T Network on Demand to provision and scale bandwidth and other network services. AT&T Switched Ethernet Service℠ with Network on Demand provides user-friendly, web-based network configuration and management and simplified contracting for most network services.

The service uses a carrier-grade, Multiprotocol Label Switching (MPLS) network to transmit Ethernet traffic. This network makes the AT&T Switched Ethernet Service highly reliable; in fact, the service provides network availability and data performance Service Level Agreements (SLAs).

AT&T Switched Ethernet on Demand uses industry-standard native Ethernet interfaces, so you can transport data without protocol conversion or special equipment. The service offers speeds ranging from 2 Mbps to 100Gbps and Class of Service (CoS) options. In addition, it includes flexible Committed Information Rate (CIR) and configuration options to meet various networking needs.

The software-defined and network virtualization technologies that AT&T Network on Demand provides let you manage your Ethernet services and network in near-real time. The service integrates with the AT&T Business Center self-service web portal, which allows you to configure Ethernet Virtual Channels (EVCs), change bandwidth, and view billing information for your Network on Demand sites.

Advantages of AT&T

At AT&T, we can bundle wireline, wireless, voice, data, and Internet services, which sets us apart from many other providers. We can integrate the services you need by drawing on our extensive portfolio of advanced IP and traditional networking solutions for voice and data.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

Personalized Support

Because we understand the importance of personalized service, we give you an account team of specialists to design and implement your new solution. You'll receive ongoing, coordinated support from your account team for all of your AT&T services.

Your AT&T Account Team

Oscar Rouse	Account Manager 2	919-782-7914	oscar.rouse@att.com
Mike Bekich	Client Solutions Executive 2	980-242-6463	mb239n@att.com
Rick Strickland	Technical Sales Consultant 2	843-743-1238	Rs7773@att.com
Lisa Ross	Technical Sales Consultant 3	440-382-7099	lr1316@att.com
Greg Shumacher	Principle Architect	916-943-8461	Gs0306@att.com
Tim McCurry	Sales Director	864-901-3038	Tm7768@att.com

AT&T has rich experience and proven success in integrating and managing networks and network infrastructure for state and local governments like yours. Following on our long history of supporting local government initiatives, we remain committed through active sponsorships and partnerships—and we can help you reach your goals. We welcome the opportunity to work with you.



©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

RFP Response

Pender County Library

Request for Proposals # 220105-220

Internet and WAN

Timeline:

E-rate Form 470 #220006718

- Questions Due Date: **January 28, 2022**
- Questions must be submitted to https://forms.gle/kbBbhUjfbnpbecus9 E-mails and phone calls will not be accepted. Q & A will be posted in EPC as a 470 RFP document.
- Due Date: **February 3, 1:00 P.M.**
- Proposals will not be accepted after this date. Sealed responses and a service contract ready for the Pender County Government to execute with all site names and addresses included, should be mailed to:

  Pender County Library– Sealed Bid

  103 S Cowan Street

  PO Box 879

  Burgaw, NC

Or delivered to:

  Pender County Library– Sealed Bid

  103 S Cowan Street

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

PO Box 879

Burgaw, NC

- Two paper copies and two USB flash drives with electronic copies are requested
- An email should be sent to both purchasing@pendercountync.gov and erate@erateservices.com to notify that a proposal has been mailed. Proposals should NOT be included in this email.

- Announcement Date: **February 23, 2022**

AT&T Response:

AT&T has read and understands. Contracts will be provided once Pender has verified which bandwidth options and contract period has been selected.

Section 1: Overview

Pender County Government is requesting proposals for:

- Internet service for Pender County Government. A cost-allocation will be done for the Internet service utilized by the libraries
  - Internet service is expected to be delivered to the locations listed in Appendix A
    - The Primary internet would reside at 300 E. Fremont Street but the outlying locations would terminate in their own demarc locations

AT&T Response:

AT&T has read and understands.

  - The new service is being planned to begin on July 1, 2022.

AT&T Response:

AT&T will use commercially reasonable efforts to complete all installation within the deadlines established within the E-Rate rules and per any mutually agreed installation schedule, but will not be responsible for delays which result from matters outside its reasonable control. In such event, AT&T will cooperate with the Customer in seeking appropriate deadline extensions with the Schools and Libraries Division of the Universal

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

Service Administrative Company. Ultimate responsibility for obtaining such extensions, however, remains with the Customer per E-Rate rules.

- Pricing is requested for 1 Gbps, 2 Gbps, and 3 Gbps Internet service.

AT&T Response:

AT&T has read and understands. Please see Appendix C.

- Pricing must be submitted without Special Construction.

AT&T Response:

AT&T has read and understands.

- Static IP addresses per Appendix A

AT&T Response:

AT&T has read and understands.

- Symmetrical leased lit fiber transport locations listed in Appendix A and to Hub location, 300 East Fremont St, Burgaw, NC 28425

AT&T Response:

AT&T has read and understands.

- Both 3-year and 5-year contract options, with five (5) one-year voluntary extensions, will be considered. Month to Month service may also be considered.

AT&T Response:

AT&T has read and understands.

- As with all E-rate FCC Form 470s and RFPs affiliated with a filed FCC Form 470, the applicant will, at its sole discretion, decide whether a vendor/respondent award will result from this RFP. The issuance of an FCC Form 470 and this RFP do not obligate the County to make an award.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

AT&T Response:

The E-Rate rules require that, at the time Applicants apply for E-Rate funding, they must have a binding contract in place, unless the services are month-to-month or tariff.

https://www.usac.org/e-rate/service-providers/step-3-winning-the-bid/

Accordingly, AT&T proposes the following language be included in the definitive agreement for non-appropriations and E-rate funding termination right. While AT&T does not agree to make this contract "contingent", AT&T would agree to the inclusion of a right to terminate the agreement if E-Rate funding is denied. Such non-appropriation and termination right would be subject to the following:

SERVICES WILL NOT COMMENCE UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES UNLESS AND UNTIL A NEW AGREEMENT (REPLACING THIS AGREEMENT) IS EXECUTED.

A. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer's notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

B. Funding Denial Agreement Termination: If a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement .

- Pender County Government currently has service provided by Charter/Spectrum.
- A single provider is preferred, but awards may need to go to multiple service providers. Please submit pricing for either option.

AT&T Response:

AT&T has read and understands.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

Section 2: Service Requests

1. Applicant is seeking bids for Internet and Leased Fiber (WAN Services). See Section 3 for solution requirements.
2. If construction is needed, a plan for regularly scheduled progress updates during the construction period must be addressed in the bid.
3. Special Construction
    a. In E-rate terminology, special construction refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.
    b. Proposals must be submitted with construction costs allocated over the life of the contract instead of being submitted as one-time special construction costs. Special Construction proposals will **not** be accepted.

AT&T Response:

AT&T has read and understands.

Section 3: Solution Specifications

1. ISP shall provide 1 (2 or 3) Gbps Internet Service, full duplex transmission over an industry standard fiber interface to the locations listed in Appendix A

AT&T Response:

AT&T has read and understands. Please see Appendix C.

2. Monthly recurring cost including taxes and fees (including current Universal Service Fees), and any additional non-recurring costs are **required** to be broken out and listed separately. North Carolina Libraries are not exempt from state tax. The tax rate for Pender County is 6.75%.

AT&T Response:

AT&T has read and understands.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

In additon to the monthly AT&T Dedicated Internet cost listed in Appendix C there is a Federal Access Recovery Fee. The current rate is .007% of the local access circuit. rate

AT&T Switched Ethernet Service is treated as a taxable telecommunications service for tax purposes, since it provides the transmission of data and voice between one or more points. The current State of NC tax rate is 4.75% and Pender County sales tax rate is 2.00% for a combined tax rate of 6,75%.

AT&T reserves the right to pass along additional charges, surcharges, and fees imposed on AT&T by state or federal regulations or laws incurred by AT&T in providing the service.

Upon written request from the Customer, AT&T will provide a good faith estimate of the taxes, fees and surcharges for Customer that would apply as of a specified date based on the services requested, but those amounts will be for illustrative purposes only, and subject to change.

All terms and conditions relating to payment of taxes shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 4 ("Pricing and Billing") of the Unified Agreement and all subsections thereto.

3. No increased pricing will be allowed during the term of the quoted NRC and MRC rate.

AT&T Response:

AT&T will work with the Customer toward negotiation of mutually agreeable pricing for changes in quantity. AT&T's proposal hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. Changes/modifications made after submission will require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule. For the price quoted AT&T will provide the equipment and services listed. Any additional equipment and services will be provided at additional cost.

4. A single provider is required for all sites. If subcontracts are utilized, the County requires a single point of contact from the awarded vendor. A list of subcontractors should be included in the proposal if applicable.

AT&T Response:

AT&T has read and understands.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

5. If there are charges for static IPaddresses, they should be included. By submitting a bid, the respondent certifies that it has engineered a full solution including all monthly recurring charges, all installation charges, and all construction costs. Costs added to the quote after the respondent has submitted their bid are solely the responsibility of the respondent and not the applicant.

AT&T Response:

AT&T has read and understands.

6. If a bandwidth upgrade is requested mid-contract the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 36-month contract, then 16 months of service must remain on the contract at the new bandwidth before a contract renewal is available.

AT&T Response:

AT&T's proposal hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. Changes /modifications made after submission will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule.

For the price quoted AT&T will provide the equipment and services listed in AT&T's offer. Any additional equipment and services will be provided at additional cost.

For clarification, AT&T has configured the system capacity and redundancy as provided in its proposal. While we think our recommended configuration will meet the Customer's needs for reasonable growth, we cannot guarantee it will meet unspecified future growth needs or guarantee compliance with unknown future operational requirements. AT&T will provide the offered services consistent with the terms, conditions and prices set forth in the Proposed Contract Documents and this Response. If selected by Customer, AT&T will work cooperatively with the Customer to finalize and/or clarify any required contractual provisions, including a mutually agreeable "growth" clause and/or "reduction/decrease in service" clause.

7. Site additions or deletions will be addressed via a contract amendment. The associated fee for additions or deletions must be included in the proposal.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

AT&T Response:

AT&T has read and understands.

Site additions will be added as a contract amendment however the associated fee for the site cannot be determined until the service address for the site is identified. Once identified AT&T will have to determine if any special construction cost are associated with delivering service to the new service address.

8. Disconnect or downgrade fees must be included in the proposal.

AT&T Response:

With AT&T Switched Ethernet on Demand bandwidth speeds can be decreased or increased at least once per day. The flexibility of modifying the bandwidth speeds is dependent on the port speed of the circuit. For example, if the circuit is on a 1G port, Pender County can decrease or increase the bandwidth speed based on available committed information rates (CIR) up to 1G. If the circuit is on a 10G port, Pender County can decrease or increase the bandwidth speed based on available CIR between 1G and 10G. This flexibility truly puts the customer in charge of how often and by what amount they need to increase/decrease the bandwidth at each site.

AT&T will work with the Customer toward negotiation of mutually agreeable pricing for changes in quantity. AT&T's proposal hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. Changes/modifications made after submission will require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule. For the price quoted AT&T will provide the equipment and services listed. Any additional equipment and services will be provided at additional cost.

Disconnect fees are calculated by the remaining months in the contract times the monthly recurring cost times fifty percent plus any waived non-recurring charges.

9. All solutions must adhere to the Service Level Agreement (SLA) terms in Section 4.

AT&T Response:

AT&T is bidding its standard Service Level Agreements (SLAs) for its products and services which are available for review at: http://serviceguidenew.att.com/

Please select the appropriate service, then navigate to the Service Level Agreement section of that Service Guide.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

The applicable SLA Service Guide is also included as Attachment G.

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this Response subject to the terms of the Proposed Contract Documents. All provisions relating to Service Level Agreements ("SLAs") must be mutually agreed to and are as set out in the Proposed Contract Documents and this Response.

AT&T is proposing a well-established and industry leading AT&T service that will comply with the specifications, service levels, warranties and all other terms and conditions in this Response and the Proposed Contract Documents.

Section 4: Service Level Agreement

1. Proposed services must meet the following specifications:

    a. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.

AT&T Response:

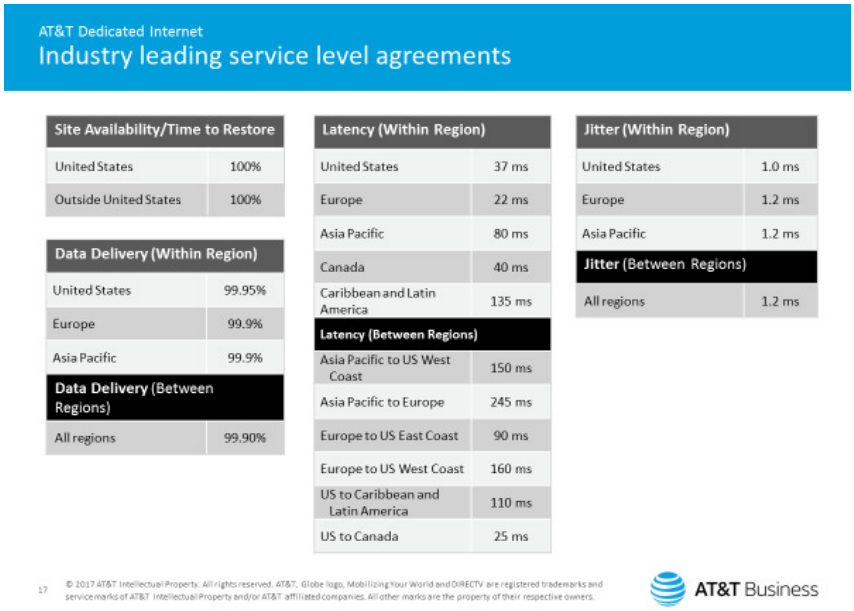
Our performance objective for AT&T Dedicated Internet (ADI) site availability is 100%.

We stand behind this objective with a service level agreement (SLA) that offers eligibility for credits in case of an outage. More details are available in the ADI Business Service Guide at https://serviceguidenew.att.com/sg_CustomPreviewer?attachmentId=00P0h00001bImrDEAS

Please select the appropriate service, then navigate to the Service Level Agreement section of that Service Guide.

Here is a current overview of ADI SLAs:

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.



AT&T Dedicated Internet

Industry leading service level agreements

Site Availability/Time to Restore	
United States	100%
Outside United States	100%

Data Delivery (Within Region)	
United States	99.95%
Europe	99.9%
Asia Pacific	99.9%
Data Delivery (Between Regions)	
All regions	99.90%

Latency (Within Region)	
United States	37 ms
Europe	22 ms
Asia Pacific	80 ms
Canada	40 ms
Caribbean and Latin America	135 ms
Latency (Between Regions)	
Asia Pacific to US West Coast	150 ms
Asia Pacific to Europe	245 ms
Europe to US East Coast	90 ms
Europe to US West Coast	160 ms
US to Caribbean and Latin America	110 ms
US to Canada	25 ms

Jitter (Within Region)	
United States	1.0 ms
Europe	1.2 ms
Asia Pacific	1.2 ms
Jitter (Between Regions)	
All regions	1.2 ms

17 © 2017 AT&T Intellectual Property. All rights reserved. AT&T, Globe logo, Mobilizing Your World and DIRECTV are registered trademarks and service marks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners.

AT&T Business

For AT&T Switched Ethernet on Demand Service (ASEoD), the network availability parameter for the Service Level Agreements (SLA) is at least 99.99% for all ports (except broadband) and Classes of Service (CoS).

The CoS included in our pricing section is for Interactive. The Packet Delivery Rate is 99.95%.

We calculate network availability as the percentage of time during a month that the network is capable of accepting and delivering your data. Network availability includes the Ethernet core network and the local loop, and the calculation excludes network outage time during maintenance windows.

Due to the many factors outside AT&T's control, AT&T is unable to make this performance commitment with reference to events outside AT&T's reasonable control. AT&T shall not be liable for any equipment failure due to a cause beyond AT&T's reasonable control or for any equipment failure which occurs as a result of the presence and/or activities of ***Pender County*** or any third-party contractors hired by ***Pender County***.

AT&T is bidding its standard Service Level Agreements (SLAs) for its products and services which are available for review at: http://serviceguidenew.att.com/

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

Please select the appropriate service, then navigate to the Service Level Agreement section of that Service Guide.

AT&T is proposing a well-established and industry leading AT&T service that will comply with the specifications, service levels, warranties and all other terms and conditions in this Response and the Proposed Contract Documents

For clarification All terms and conditions relating to warranties shall be as set forth in the Proposed Contract Documents.

b. .25% frame/packet loss commitment

AT&T Response:

AT&T Does not have a “packet Loss” SLA. Instead, the SLA is stated as the inverse – “Data Delivery”. The target in the US is 99.95% delivery. That would translate to .05% packet loss.

c. 25ms round trip network latency commitment

AT&T Response:

For AT&T Dedicated Internet the network latency commitment is 37ms. For AT&T Switched Ethernet on Demand the CoS included in our pricing section is for Interactive. The Network Latency is 13ms one way.

d. 10ms network jitter commitment

AT&T Response:

For AT&T Dedicated Internet the network jitter commitment is 1.0ms. For AT&T Switched Ethernet on Demand the CoS included in our pricing section is for Interactive. The Network Jitter is 10ms.

e. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason.

AT&T Response:

AT&T engineers its dedicated Internet access services to provide a high-quality Internet experience for its customers and takes the security of its Customers and its network

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

very seriously. AT&T does not favor certain Internet applications by blocking, throttling or modifying particular protocols, protocol ports, or protocol fields in ways not prescribed by the protocol standards. However, in response to a specific security threat against its network or its customers, AT&T may occasionally need to limit the flow of traffic from certain locations or take other appropriate actions.

AT&T proactively monitors its network to guard against a wide range of security threats, including viruses, botnets, worms, SPAM, distributed denial of service attacks and other malicious or harmful activity. In the event AT&T detects a security threat, it will typically attempt to isolate that threat and prevent it from spreading across its network or to other networks. AT&T may use a variety of security measures to prevent the spread of a threat, which may include blocking malicious or unlawful traffic, redirecting the flow of traffic over some portions of our network, or taking other actions to address the threats. For example, AT&T blocks certain ports that transfer malicious or disruptive communications (such as Ports 25, 135, 139, 445, 1900 or 5060). These ports can be unblocked at the request of the customer. AT&T attempts to limit those actions to the specific portions of its network or customer base impacted by the security threat and for only as long as necessary to mitigate the threat.

f. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.

AT&T Response:

AT&T is proposing a well-established and industry leading AT&T service that will comply with the specifications, service levels, and all other terms and conditions in this Response and the Proposed Contract Documents.

AT&T does not provide a guaranteed response time or repair time. AT&T will work diligently to promptly restore service in the event of an outage. AT&T utilizes one standard of excellence for our Customers, and response commitments can be enhanced by purchasing alternative maintenance plans, depending upon your maintenance requirements. AT&T defines “response” as the time when an AT&T resource actively engages in maintenance tasks, either remotely or on-site, to resolve equipment failures reported directly by an authorized customer representative or reported automatically via remote monitoring. AT&T works diligently to respond to all service requests in an expeditious manner and takes pride in our prompt response to trouble reports. However, due to circumstances that are at times beyond our reasonable control, AT&T cannot agree to on-site response guarantees, guaranteed resolution times.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

AT&T will endeavor to meet all mutually agreed to contract obligations, but AT&T cannot now promise to complete unknown future repairs in a pre-determined time.

AT&T is bidding its standard Service Level Agreements (SLAs) for its products and services which are available for review at: http://serviceguidenew.att.com/

Please select the appropriate service, then navigate to the Service Level Agreement section of that Service Guide.

For AT&T Switched Ethernet on Demand Service (ASEoD), the network availability parameter for the Service Level Agreements (SLA) is at least 99.99% for all ports (except broadband) and Classes of Service (CoS).

The CoS included in our pricing section is for Interactive. The Packet Delivery Rate is 99.95% and the Network Latency is 13ms one way.

We calculate network availability as the percentage of time during a month that the network is capable of accepting and delivering your data. Network availability includes

the Ethernet core network and the local loop, and the calculation excludes network outage time during maintenance windows.

The calculation for Network Availability for a given month is as follows:

Network Availability = [(24 hours x days in the month x 60 minutes x number of customer ports in the LATA) – network outage time] / (24 hours x days in the month x 60 minutes x number of customer ports in the LATA).

2. Network operations center: Solution will provide customer support functions including problem tracking via a ticket portal, resolution, and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to address any problems that may arise relative to its connection with vendor provided services via the portal.

AT&T Response:

AT&T monitors AT&T Dedicated Internet (ADI) via our Network Operations Center (NOC) and notifies you of network trouble via our Customer Care organization.

The NOC uses Simple Network Management Protocol (SNMP) based software and other tools to continually monitor the status of the IP network (including non-SNMP equipment, domain name servers, and other network components), and AT&T Transport Centers monitor the underlying network. If we discover potential service

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

problems, our Customer Care organization notifies you immediately via web, email, or text message.

If we haven't contacted you and you suspect that your service is impaired or isn't performing correctly, you can submit a trouble report 24x7 via the AT&T BusinessDirect® portal. Once we receive your report, we work with you to resolve the trouble. The portal lets you check the status of your trouble reports, download network performance reports, and view current network performance statistics anytime.

So, we monitor your ADI service 24x7 and provide you with up-to-the-minute information.

For AT&T Switched Ethernet on Demand Service our technicians monitor, identify, and resolve conditions within our infrastructure that affect the network. However, we may not recognize all alarms that affect customers. Therefore, to ensure your eligibility for service credits, you should report any degradation or failure that affects your service. To do so, contact the AT&T Ethernet Network Operations Center at 888-644-3662 and select option 1 for maintenance.

When we monitor and support your service, we often resolve problems before you notice them.

AT&T is bidding its standard Service Level Agreements (SLAs) for its products and services which are available for review at: http://serviceguidenew.att.com/

Please select the appropriate service, then navigate to the Service Level Agreement section of that Service Guide.

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this Response subject to the terms of the Proposed Contract Documents. All provisions relating to Service Level Agreements ("SLAs") must be mutually agreed to and are as set out in the Proposed Contract Documents and this Response.

AT&T is proposing a well-established and industry leading AT&T service that will comply with the specifications, service levels, warranties and all other terms and conditions in this Response and the Proposed Contract Documents.

3. Trouble reporting and response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

Length of Service Outage Per Site	Credit is the following percentage of monthly recurring cost
Less than 2 hours	No Credit
Greater than two (2) hours and less than four (4) hours	5%
Greater than four (4) hours and less than eight (8) hours	10%
Greater than eight (8) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%
Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

AT&T Response:

The response time for AT&T Dedicated Internet (ADI) trouble tickets depends on the issue severity.

We automatically escalate ADI trouble tickets based on the severity and duration of the outage or service interruption. When our automated systems detect an outage or interruption, they automatically set the initial severity level to 1, which indicates circuits are down or degraded to a point of being unusable.

Customers also can open trouble tickets via AT&T BusinessDirect® and set the initial severity level. If we determine that the ticket severity level set by the customer doesn't match the issue, we can change the level (for example, from severity 1 to severity 3, which indicates some service degradation but still usable service with slight packet loss, light errors, etc.). If a customer calls us to report an issue, our technical support engineer opens a ticket and sets the severity level according to the service impairment the customer describes.

The table below shows the different severity classifications of trouble tickets and the time intervals for automatic escalation:

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

ADI Ticket Severity and Escalation Levels

Immediate escalation	Minimum 2 hrs after ticket creation	Minimum 4 hrs after ticket creation
	Minimum 1 hr after previous escalation	Minimum 2 hrs after previous escalation
	Minimum 1 hr after previous escalation	Minimum 4 hrs after previous escalation

Regarding AT&T Switched Ethernet on Demand please refer to response in item 2 above.

AT&T utilizes one standard of excellence for our Customers, and response commitments can be enhanced by purchasing alternative maintenance plans, depending upon your maintenance requirements. AT&T defines “response” as the time when an AT&T resource actively engages in maintenance tasks, either remotely or on-site, to resolve equipment failures reported directly by an authorized customer representative or reported automatically via remote monitoring. AT&T works diligently to respond to all service requests in an expeditious manner and takes pride in our prompt response to trouble reports.

AT&T will not commit to provide “rapid feedback on trouble resolution”, as that phrase is subjective and is somewhat undefined in this context and potentially open to multiple interpretations. AT&T will provide the products and services as outlined in its proposal Response and resulting contract documents in a manner mutually agreed by the parties.

Should AT&T be selected as your vendor under this RFP, AT&T will work cooperatively with Pender County to finalize and/or clarify any contractual provisions required for compliance with the RFP and AT&T’s Response to it.

AT&T is bidding its standard Service Level Agreements (SLAs) for its products and services which are available for review at: http://serviceguidenew.att.com/

Please select the appropriate service, then navigate to the Service Level Agreement section of that Service Guide.

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this Response subject to the terms of the Proposed Contract Documents. All provisions relating to Service Level Agreements (“SLAs”) must be mutually agreed to and are as set out in the Proposed Contract Documents and this Response.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

4. Escalation: In the event that service has not been restored within 2 hours, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.

AT&T Response:

AT&T has read and understands.

5. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.

AT&T Response:

AT&T's trouble management and ticketing platform is an automated, end-to-end tracking process.

The following are examples of some of the automated processes:

- Problem diagnosis and sectionalization
- Ticket routing to the appropriate work centers (internal and external)
- Notification of status and escalations—topology status, email, short messaging system (SMS), and page
- Customer interfaces (IVR)
- Verification and closure

The platform also manages workforce assignments and dispatches for these three activities:

- Installation and provisioning
- Planned maintenance and changes
- Unplanned maintenance and changes

These requests go to one central system that manages both the inside plant (central office) workforce and the outside plant workforce. Based on the request type, skills needed to perform the work, workforce availability, and criticality of the work (including the due date), the workforce scheduling system optimally schedules the right person (with the least amount of travel time) to perform the task.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

As a result, our trouble management and ticketing platform allows us to automatically move a trouble ticket from creation to closure.

6. Trouble reporting, escalation, and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the County.

AT&T Response:

The AT&T BusinessDirect web portal offers a customer network management feature to all customers subscribing to AT&T Ethernet Service at no additional charge. Available functions include network inventory map, alarm surveillance, SLA reporting, performance reporting, maintenance trouble reporting and status updates. Customers must have a web interface to access and monitor their network using the AT&T BusinessDirect web portal.

After your first AT&T Ethernet Service port is installed, we will ensure your AT&T Ethernet Service is included in your AT&T BusinessDirect inventory of services. For AT&T BusinessDirect registration information go to the "Enterprise Business Customer Center" at: http://www.corp.att.com/ebcc/

These are the current applications available for AT&T Switched Ethernet on Demand Service:

AT&T BusinessDirect eMaintenance (a.k.a. Report and Track Troubles) - is a very popular tool with customers because it enables them to report service problems quickly and conveniently, and track them through resolution online. Customers may submit trouble reports via this portal but also have the option to report trouble via maintenance center 888-644-3662 (or 916-593-4887), select option 1 for maintenance.

AT&T BusinessDirect Map (a.k.a. View BusinessDirect Map) - is an online tool that shows a customer's global network on a geographical map and provides intuitive point-and-click network-management capabilities across a number of AT&T services, including dedicated voice services, data services, and AT&T VPN Services

Integrated SLA Offer Management (ISOM) – depicts SLA performance information and allows customer to request credit (available soon)

Our dedicated expert technicians monitor and support your AT&T Switched Ethernet on Demand Service.

These technicians monitor, identify, and resolve conditions within our infrastructure that affect the network. However, we may not recognize all alarms that affect

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

customers. Therefore, to ensure your eligibility for service credits, you should report any degradation or failure that affects your service. To do so, contact the AT&T Ethernet Network Operations Center at 888-644-3662 and select option 1 for maintenance.

When we monitor and support your service, we often resolve problems before you notice them. The Ethernet Network Operating Center (ENOC) provides technical support for AT&T Switched Ethernet on Demand (ASEoD) Service.

The ENOC is responsible for the customer-facing network, including any equipment associated with the ASE network. It functions as the Overall Control Office (OCO) and Maintenance Control Office (MCO) for ASE and has dedicated, knowledgeable staff to identify and resolve network-impacting maintenance conditions. It monitors components in the network infrastructure and, in many cases, may be actively working to resolve an event before you notice it. The 24X7 center tracks and coordinates problem analysis and repair, and if a dispatch is required, hands -off the Work Force Administration Controller (WFAC) trouble ticket within the ASE customer-facing network.

7. Measurement: Time starts from the time the Customer contacts vendor and identifies the problem.

AT&T Response:

AT&T utilizes one standard of excellence for our customers, and repair commitments can be enhanced by purchasing alternative maintenance plans, depending upon your maintenance requirements. AT&T defines “response” as the time when an AT&T resource actively engages in maintenance tasks, either remotely or on-site, to resolve equipment failures reported directly by an authorized customer representative or reported automatically via remote monitoring. AT&T works diligently to respond to all service requests in an expeditious manner and takes pride in our prompt response to trouble reports. However, due to circumstances that are at times beyond our reasonable control, AT&T cannot agree to on-site response guarantees, guaranteed resolution times, or associated penalties or credits linked to on-site responses.

AT&T is bidding its standard Service Level Agreements (SLAs) for its products and services which are available for review at: http://serviceguidenew.att.com/

Please select the appropriate service, then navigate to the Service Level Agreement section of that Service Guide.

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this Response subject to the terms of the Proposed Contract Documents. All provisions

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

relating to Service Level Agreements ("SLAs") must be mutually agreed to and are as set out in the Proposed Contract Documents and this Response.

AT&T is proposing a well-established and industry leading AT&T service that will comply with the specifications, service levels, warranties and all other terms and conditions in this Response and the Proposed Contract Documents.

8. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.

AT&T Response:

AT&T will provide a Root Cause Analysis (RCA) for a service outage under certain circumstances.

For us to complete and provide you with an RCA, the incident must meet these minimum criteria:

- The outage duration (minus any applicable no access/delayed maintenance time) exceeds the four-hour Mean Time to Repair (MTTR) target.
- AT&T or a local exchange or facility carrier (LEC/FC)—not an interexchange carrier—clears the trouble.
- You request the RCA no more than 30 days after we close the ticket.
- You must have a valid non-disclosure agreement (NDA) in place

When possible, we provide you with an RCA within 14 days of your request. However, if the trouble involves an access supplier, it may take longer. If your trouble does not meet the above criteria, we may provide you with an informal Reason for Outage (RFO) report.

9. Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.

AT&T Response:

AT&T has read and understands.

10. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing Applicant.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

AT&T Response:

For 2020, the AT&T network reliability statistics averaged higher than 99.994%.

The statistics include

- AT&T Dedicated Internet (ADI) U.S. Port Availability: 99.9807%
- AT&T Dedicated Internet (ADI) Global Port Availability: 99.9993%
- AT&T VPN (U.S.) Port Availability: 99.9935%
- Global VPN (AGN) (Layer 3 Pvt): 99.9994%
- OPT-E-WAN® (VPLS): 99.9997%
- Business Voice over IP (BVoIP) Platform Availability: 99.9950%

These reliability percentages equate to the following maximum lengths of downtime:

- 99.999% = 5 minutes of downtime per year
- 99.99% = 52 minutes of downtime per year
- 99.9% = 8.7 hours of downtime per year
- 99% = 3.6 days of downtime per year
- 90% = 36 days of downtime per year

Statistics are based on analysis of overall AT&T networks, excluding access facilities, for the period of January 1 through December 31, 2020. These statistics are presented for illustrative purposes only and don't constitute an offer of a guarantee or Service Level Agreement (SLA) by AT&T.

For AT&T Switched Ethernet on Demand Service (ASEoD), the network availability has met the Service Level Agreement target of at least 99.99% for all ports (except broadband).

AT&T is bidding its standard Service Level Agreements (SLAs) for its products and services which are available for review at: http://serviceguidenew.att.com/

Please select the appropriate service, then navigate to the Service Level Agreement section of that Service Guide.

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this Response subject to the terms of the Proposed Contract Documents. All provisions relating to Service Level Agreements (“SLAs”) must be mutually agreed to and are as set out in the Proposed Contract Documents and this Response.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

AT&T is proposing a well-established and industry leading AT&T service that will comply with the specifications, service levels, warranties and all other terms and conditions in this Response and the Proposed Contract Documents.

Section 5: General Terms for All Proposals

Pender County Government reserves the right to disqualify any proposal that significantly deviates from submitting the requested information. Proposals that consist of a catalog of services will be disqualified.

AT&T Response:

AT&T reserves the right, consistent with this RFP and/or applicable local and state procurement statutes, ordinances, guidelines and other applicable authorities, to contest an award made under this RFP.

1. Description of Proposal

    a. All current sites must be included in the bid. Failure to include all site names and addresses in a bid option could be considered grounds for disqualification.

AT&T Response:

AT&T has read and understands.

    b. Respondent will provide a description of their proposal for all services and solutions.

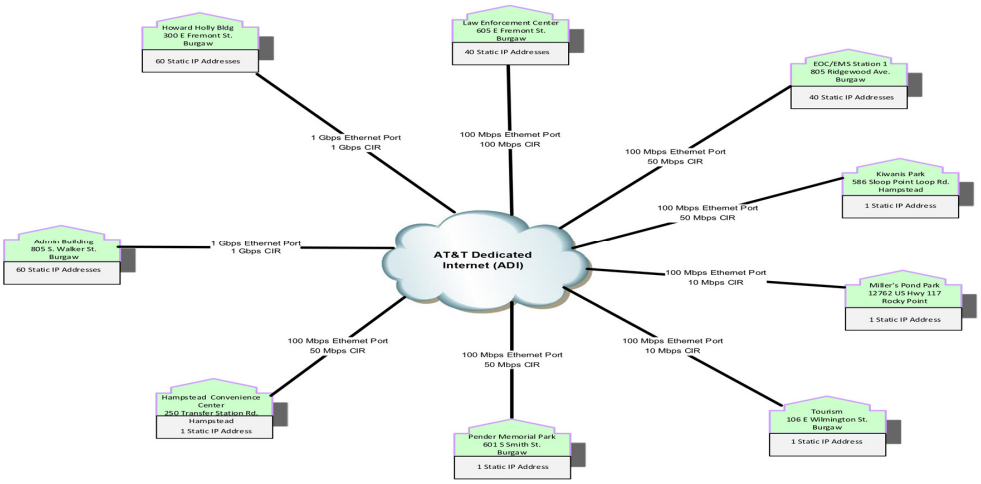
AT&T Response:

As the present supplier of AT&T Dedicated Internet (ADI) to many customers nationally, AT&T is aware of what is required to deliver ADI to Pender County. The requirements for this response are to provision and deliver nine dedicated Internet access circuits to various county locations. Once we have entered into a contract, AT&T will begin the design and provisioning process to deliver these circuits to the net pop at your location.

The following diagram depicts the proposed configuration of the nine Internet circuits.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

Pender County AT&T Dedicated Internet Diagram

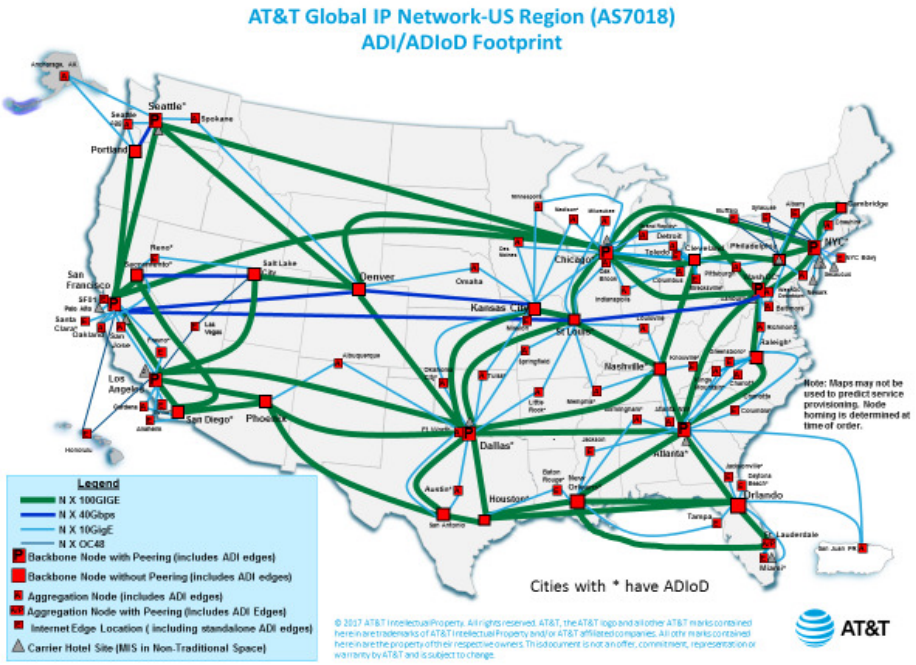


AT&T Dedicated Internet (ADI) is a dedicated Internet access service that provides businesses with high-speed Internet access through communications facilities managed by AT&T. Customers enjoy a number of advantages, including (but certainly not limited to) reliable and high-performance connectivity to the Internet.

Customers have the choice of various components, access methods, transmission speeds and options. Underlying ADI is AT&T's highly reliable transport, the IP connectivity to the customer, and the IP backbone. Customer connectivity to the backbone is provided through the AT&T transport network. Access speeds range from 1.5 Mbps to 100 Gbps, and access methods include Private Line Ethernet and Integrated Access.

The AT&T IP network consists of over 25 core cities interconnected with multiple 100Gig, 40Gig and 10 gig AT&T-owned facilities in a mesh design and protected by MPLS Fast Re-Route for rapid restoration in the event of a facility failure; an additional 60+ locations are connected to the core sites using diversely routed facilities.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.



IP Backbone and Redundant Architecture:

Backbone routers are installed in pairs, with long-haul backbone facilities divided among the backbone routers to avoid single points of failure and ensure network continuity even in the event of a facility failure. All routers are deployed in a redundant fashion, with redundant power supplies and redundant processors; parts are spared locally within each node. AT&T's IP/MPLS Network provides consistent reliability of over 99.99% across a base of many thousands of dedicated customer ports, as measured by the rigorous defects per million standard. AT&T Dedicated Internet Service (ADI) customers are supported by AT&T's 100% Reliability Service Level agreement; this agreement applies to the individual port.

AT&T's US IP Network is predominantly constructed from private line facilities obtained from AT&T's extensive US fiber infrastructure. The AT&T US long-haul Transport network consists of more than 103,000 route miles of fiber optic cable, complementing over 425,000 route miles of local and metro facilities in the 22 state area. In support of growth and network integration AT&T has deployed the world's largest Ciena-based intelligent optical network, consisting of over 600 intelligent optical switches deployed within the US, EMEA and AP regions of the world. AT&T has deployed almost 1300 DWDM systems on its fiber facilities; the capabilities of these systems range from 64 to

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

160 wavelengths. A 160 channel system is capable of supporting 10 billion bits per second on a fiber pair.

Outstanding Performance. The target average Continental US round-trip delay of the AT&T IP Backbone is 37 ms. The AT&T IP backbone experiences under 0.05% packet loss due to the careful management of capacity. Actual network performance, updated every 15 minutes, is posted on the public Internet at the http://www.att.com/ipnetwork.

Superior Security. All IP nodes within the AT&T IP backbone (except for non-traditional space locations) are located in AT&T owned and maintained secure facilities, which are monitored and manned 24x7 and only accessible to authorized personnel. All nodes are protected by un-interruptible power sources, including both battery backup and emergency diesel generators. In addition a robust disaster recovery scheme is tested regularly to ensure that all components work in the event of a power failure. AT&T's IP network is also protected by AT&T's unique Network Disaster Recovery program, which is equipped to enable AT&T to recover an entire POP from a service interruption. For more information about AT&T's NDR program, please see http://www.corp.att.com/ndr.

In addition to physical security of the nodes, AT&T has taken many steps to secure the network elements within the AT&T IP backbone in order to ensure reliable service. For example, all of the general, non-routing functions in the core routers are disabled. This both enhances the performance of the network and reduces the potential of a hacker using general router capabilities to illicitly access the system. In addition to these security measures, AT&T's IP backbone security is enhanced through the use of IP Source Address Filtering. AT&T has installed source address filters on our backbone routers at two places--1) at all dedicated customer connections to this network and 2) at all entrances from the public Internet. At all dedicated retail customer connections, the source address of all inbound packets is examined to make sure it matches the IP address which we expect to find on those packets; if the source address doesn't match, the packets are discarded. This is a key method by which ISPs can enhance the security of their networks since hackers typically try to hijack someone else's IP address in order to hide their identity while they are doing their mischief. Inbound from the public Internet, this same filtering technique is applied to inbound packets destined for the IP addresses which are reserved for the routers themselves, called infrastructure addresses. This is an extra security step, which was recommended by the Carnegie-Mellon Computer Emergency Response Team (CERT). This 'Spoof-Proofing' is an AT&T value-added service that is inherent in the design of our architecture. Wholesale and downstream providers are required to use this same security technique on their downstream networks in order to connect to the AT&T IP Backbone. This enables AT&T to say that the AT&T IP Backbone is RFC2827 (aka BCP38) compliant.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

Peering:

Peering in the context of the AT&T Global IP network refers to an agreement AT&T makes with another ISP to interconnect in order to exchange routing information and Internet traffic between the ISPs' Internet Networks. AT&T's peering architecture is focused on maintaining excellent performance to anywhere on the Internet through routing all Internet-bound traffic via private peering links and carefully managing capacity on these links.

In the United States, where AT&T is a very large ISP serving millions of customers, all U.S. peering traffic is carried on dedicated private peering links, directly from AT&T to the other ISP. AT&T exchanges traffic with Tier 1 ISPs at a minimum of three geographically dispersed locations, but often more. This ensures that in the event of a link failure, traffic can be re-routed via an alternate connection. Today all of AT&T's U.S. peering links are 10GigE. Details of AT&T peering policy are available at http://www.corp.att.com/peering.

Presently, within the U.S., AT&T peers with 23 ISPs. AT&T has peering arrangements with ISPs in our Most of World regions, including Canada, Europe, Middle East and Africa (EMEA), Asia Pacific, and Latin America. In the U.S., all peering is settlement free, that is, there are no monies exchanged between the two ISPs. The peering relationship with all the peers for the U.S. region is managed by ADI Product Management. This management includes ensuring that all the peers are compliant with AT&T peering policy.

Maximum Control: The IP backbone is monitored and maintained through AT&T's state-of-the-art Network Reliability Center (NRC). The NRC is connected to the rest of the network by two physically diverse facility feeds and is equipped with battery backup and emergency generators, as well as comprehensive physical security. The NRC also participates in AT&T's corporate-wide business continuity plan which requires the structured and documented business plans for each center to maintain operations in the event of a disaster.

Non-Traditional Space: AT&T Business Services has deployed Remote Access Routers (RARs) in "non-traditional" facilities to enable enterprises who already have a presence in major telehousing facilities to readily connect to the AT&T IP network. Non-traditional means a facility neither owned nor managed by AT&T.

AT&T Dedicated Internet gives you these features:

- **Redundancy**—provides site availability of 100% to help ensure that your Internet traffic gets through. The design and proactive monitoring of our nationwide backbone network make it highly reliable. Because the network architecture

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

features redundant routers, switches, and power supplies, we can reroute traffic around outages and restore service almost instantaneously.

- **World-Class Support**—includes 24x7 expert technical assistance, and we back our service with strong Service Level Agreements (SLAs) and provisioning intervals. This means that you can count on support and service when you need it.

- **Customizable Service**—means ADI provides you with customizable maintenance, service, and support options, so you can choose the level of network management you need. And, as an industry-leading network provider, we have the flexibility and resources to help you prepare for the future. As a result, you can customize your service and keep your competitive edge.

- **Network Address Translation (IPv4 Only)**—helps to protect your local private network addresses by hiding them from open Internet addressing. NAT is a standard feature of ADI with Managed Router service. This approach is an increasingly important defense against network reconnaissance.

- **Class of Service (CoS)**—prioritizes data traffic over your network access link, and you can add this option to your ADI. We offer four classes of service and 25 service profiles that have predetermined bandwidth allocations. And, if any service isn't using its allocated bandwidth, other services can share it. By using this option, you can optimize your data traffic flows during congested periods.

The following options are available with AT&T Dedicated Internet:

- **Security services options**—provide additional security features. Our security services include Managed Firewall Service, Managed Intrusion Detection Service, and Network Scanning Service. Managed Firewall Service includes server- and router-based options. Security services monitor only your ADI connection to the Internet.

- **Network management and equipment provision options**—let you choose the level of service that best meets your needs. AT&T Dedicated Internet gives you the flexibility to customize management of your network services. We can manage all aspects of your network monitoring and security features that you deploy, or you can manage certain components yourself. By choosing the fully managed service, you can significantly reduce your network management burden, or we'll work with you to determine an appropriate level of assistance.



©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

In addition, AT&T Dedicated Internet lets you choose the service components you want us to provide, including customer premises equipment (CPE) and CPE management, monitoring, and maintenance (available only with ADI with Managed Router service). AT&T-provided CPE includes a router, a Channel Service Unit/Data Service Unit (CSU/DSU), and a diagnostic modem for out-of-band testing. All AT&T-provided CPE is pre-configured and includes Advanced Replacement Next Business Day (ARNBD) support.

- **Access connection and speed options**—give you choices for access method and speed. You can select private line, with speeds ranging from 56 Kbps to 2.5 Gbps. You can also choose integrated access service (T1 SINA, channelized T3, or NxT1) or Ethernet access (10-Base-T, 100-Base-T, 100-Base-Fx, or 1000-BaseSx2).

- **Additional domain name service (DNS) option**—supports up to 15 primary or secondary DNS zones in addition to the 15 primary and 15 secondary DNS zones that are standard with ADI. This provides an additional 150 KB of zone file data. If you require more than 15 additional DNS zones (that is, you need 15 additional zones for both primary and secondary DNS), you must purchase multiple (additional DNS) options.

- **Local access combination option**—provides your local channel access and your ADI port as a bundled service component. With this option, we'll order, provision, and bill local channel access and the ADI port together.

- **Location options**—let you choose where your equipment is located. If the site is a non-AT&T data center, you'll choose the Non-Traditional Space (NTS) option to house equipment in your own dedicated cage or in common space where multiple customers share racks. Available NTS port speeds and media include T3/T45 (copper), fast Ethernet (multi-mode fiber only), gigabit Ethernet (single-mode fiber only), and OC-48 (on an individual case basis and with single-mode fiber only). The NTS option is unavailable with I-ADI.

If you want a physical presence in an AT&T central office (CO) and a direct connection to the AT&T IP backbone, you'll choose the Network Collocation Service (NCS) option. We provide a pre-installed rack and power supply in our secure CO building. You provide and maintain the router, cabling, and other required equipment.

- **Class of service (CoS) option**—prioritizes your data traffic over your network access link. The four classes of service are real time, high-grade data, medium-grade data, and low-grade data. You choose from 25 service profiles with predetermined bandwidth allocations to ensure that your data traffic flows during congested periods.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

If any service isn't using its allocated bandwidth, other services can share it. CoS is unavailable with I-ADI, Access Redundancy or VoIP options.

- **Service to service interconnect (STSI) option**—lets you cross-connect to ADI from another service provider's local access circuit.
- **Redundancy options**—include Customer Premises Equipment (CPE) Redundant Configuration (an ADI with Managed Router service option), which provides redundancy at your site via a fully configured and tested AT&T ADI standby router; if it fails, we replace it and provide changeover assistance. Alternate Backbone Node provides backbone node redundancy via two access circuits (both of which must use the same access method) between your site and two different access routers at physically diverse AT&T backbone nodes.

The ADI Access Redundancy Option (MARO) provides redundant components between your LAN and the AT&T IP backbone so that if one path fails, traffic automatically reroutes. You can choose Backbone Node Redundancy, Access Router Redundancy (ARR), or Automatic Load Balancing (ALB). Backbone Node Redundancy provides access circuits at your site (both of which must use the same access method) that connect through two different access routers at two of our physically diverse backbone nodes. ARR provides logical redundancy (if components fail) via access circuits on one or two customer routers (CRs) at your site that connect through two access routers (ARs) to one AT&T IP backbone node; each circuit can have a different bandwidth but must use the same access method. Automatic Load Balancing (ALB) balances traffic (if components fail) across access circuits on one or two CRs at your site and a single AR; both circuits must have the same bandwidth.

Timeline

For AT&T Dedicated Internet (ADI) in the U.S., AT&T's installation intervals vary depending on your circuit speed and site requirements. The current cycle time from customer contract signature to Test & Turn-up (i.e. service is available for the customer) is between 30 – 90 calendar days. The interval is determined by site readiness and available fiber to the building. A customer expectation document is included as Attachment F.

AT&T Switched Ethernet Service with Network on Demand

AT&T Switched Ethernet Service with Network on Demand is a transport service that enables you to use Ethernet technology to transport traffic among two or more locations as easily as if they were part of the same LAN. AT&T Switched Ethernet Service with Network on Demand uses industry-standard native Ethernet interfaces, so you can

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

transport data without protocol conversion or special equipment. Standard AT&T Switched Ethernet Service provides scalable bandwidth, which means that you can select from numerous increments to match your bandwidth needs. With Network on Demand, you have the additional benefit of controlling the bandwidth at each site in near real time, as your needs change.

AT&T Network on Demand is helping to transform the traditional customer network experience in the following ways.

- First, flexible contracting allows you to dial up or dial down your Ethernet bandwidth depending on your needs. Ordering is also simplified in that it transforms to a self-service process that gives you the ability to easily add or change services using an online portal.
- Second, this new digital experience is supported by next generation network infrastructure – which is software-defined, virtual, often pre-provisioned (through fiber), and highly automated. Software-based automation translates into faster installation intervals, near real time service configuration and management, increased operational efficiency, and, ultimately, improved total cost of ownership. For government sites in current fiber-lit, SDN-enabled buildings, this could mean dramatically faster install intervals, potentially as fast as five days.
- Third, once you order and provision your services, you will be able to go in to configure and manage virtually every aspect of your network on your own. The on-line, topology based interface helps make the configuration process user-friendly and intuitive, with changes being made in near real time. The service allows customers to request—and pay for—only the capacity they need, and to adjust these settings easily on the fly.

The ability to scale bandwidth up or down in near real-time using an online portal, without having to make expensive network upgrades, could be particularly useful for local governments, allowing you to add bandwidth during high-use periods while reducing network capacity when the demand is not required.

This new, dramatically improved customer experience will not only simplify your IT and network operations, but will also allow you to focus on your core mission.

Reliability

AT&T Switched Ethernet Service with Network on Demand uses a Multiprotocol Label Switching (MPLS) network that is designed for Ethernet traffic. This carrier-grade network makes our service highly reliable; in fact, the service provides network availability and data performance Service Level Agreements (SLAs).

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

AT&T Switched Ethernet Service with Network on Demand provides Ethernet transport via fiber and a switched Ethernet core network. You can choose from three configurations: point-to-point (between two ports), point-to-multipoint (hub-and-spoke design with virtual connections to remote sites), and multipoint-to-multipoint (three or more ports in any-to-any connectivity).

After we connect your ports to our switched Ethernet network, we can link them via a point-to-point Ethernet Virtual Connection (EVC) or, for three or more ports, use a multipoint arrangement. You can order each port in a Virtual Local Area Network (VLAN)-based configuration which routes Ethernet frames according to VLAN instructions .

c. Service Provider must have a USAC 498 ID that is shown on the proposal.

AT&T Response:

AT&T SPIN ID for AT&T Internet Service (ADI) is 143001192. AT&T SPIN ID for AT&T Switched Ethernet on Demand is 143004824.

2. Site names and addresses

   a. If their solution is chosen, respondents are required to include sites names and addresses on the contract.

   b. If their solution is chosen, respondents are required to include sites names and addresses on the monthly invoices.

AT&T Response:

AT&T has read and understands.

3. Reselling and subcontracting

   a. Any respondent who intends to resell or subcontract a lit service from a 3rd party must supply proof in writing that said party can provide service at all proposed Applicant locations.

   b. If, at any point following the bid submission, any changes from the 3rd party alters the costs or significantly changes the scope of the proposed service then the Applicant will not be liable for the cost increase and reserves the right to disqualify the bid and cancel any signed contracts without penalty.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

AT&T Response:

AT&T has read and understands.

4. Timeline

   a. For each response, respondents must include a timeline for bringing all sites online.

AT&T Response:

AT&T has read and understands.

   b. Proposals requiring little to no construction should be able to bring all sites online by the July 1 start of the funding year.

AT&T Response:

AT&T will use commercially reasonable efforts to complete all installation within the deadlines established within the E-Rate rules and per any mutually agreed installation schedule, but will not be responsible for delays which result from matters outside its reasonable control. In such event, AT&T will cooperate with Pender County in seeking appropriate deadline extensions with the Schools and Libraries Division of the Universal Service Administrative Company. Ultimate responsibility for obtaining such extensions, however, remains with the Customer per E-Rate rules.

   c. For solutions requiring construction, a schedule of bringing sites online must be included with an explanation of how this timeline shifts if the date of the E-rate funding commitment shifts.

AT&T Response:

See AT&T's response above.

   d. New service must be installed, and service started by July 1, 2022. The contract must include a statement that all fees will be covered by the new vendor for any sites not connected by July 1, 2022.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

AT&T Response:

AT&T takes exception. AT&T will use commercially reasonable efforts to complete all installation within the deadlines established within the E-Rate rules and per any mutually agreed installation schedule, but will not be responsible for delays which result from matters outside its reasonable control. In such event, AT&T will cooperate with the Customer in seeking appropriate deadline extensions with the Schools and Libraries Division of the Universal Service Administrative Company. Ultimate responsibility for obtaining such extensions, however, remains with the Customer per E-Rate rules.

All terms and conditions relating to limitation of liability shall be as set forth in the Proposed Contract Documents.

5. Demarcation

   a. All solutions must terminate service or infrastructure in the demarcation point at each address specified in the pricing sheet.

   b. Solutions bringing service to the property line but not to the demarcation point are not acceptable.

   c. Respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.

   d. The handoff to each location will need to be an **ethernet** connection unless otherwise noted.

AT&T Response:

AT&T has read and understands.

Please see additional information at
https://carecentral.att.com/MISExpress.Implementation

AT&T Switched Ethernet on Demand Service will be terminated at the demarcation point on a fiber patch panel for a 1 Gbps, 10 Gbps or 100 Gbps optical connection.

Customers accessing AT&T Ethernet will not connect directly to the AT&T owned Network Terminating Equipment (NTE). AT&T will provide a demarcation panel at the customer premises to establish a demarcation between network and customer equipment. The demarcation panel will provide an optical termination (1GBase SX/SR, 10GBase SR/LR, 100 GBase SR/LR/ER).

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

AT&T uses a variety of NTE to serve different customer needs. Ciena is the supplier for the NTE which is used for fiber loop facilities. Customer optical terminations at customer premises can be either single-mode or multimode fiber. AT&T uses single-mode fiber between the NTE and core router.

The NTE can be ordered with either single or dual power supply. If dual power supply, customer will have to provide secondary power source.

A Ciena 3930/5140 with coshare enabled is the most commonly deployed device. It has 1GB capacity. The Ciena 3931 EMT is a small EMT. The Ciena 3960 EMT is a larger device with 10GB capacity.

6. Construction

    a. Construction details should include the total project plant route feet, average cost per foot of outside plants, total strands, and number of strands dedicated to the Pender County Government.

AT&T Response:

AT&T is not able to provide plant layouts or route lengths as this is considered to be a national security risk if released.

7. References

    a. For each response, respondent must provide 3 references from current or recent customers (preferably Local Government) with projects equivalent to the size of Applicant. – Appendix B

AT&T Response:

AT&T has read and understands.

8. Contract

    a. For each response, respondents must provide a prepared service contract ready for signing within 10 business days of receiving the Letter of Intent.

AT&T Response:

AT&T has read and understands.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

9. Complete and include the Price Proposal in Appendix C.

AT&T Response:

AT&T has read and understands.

10. Complete and include the checklist on Appendix D.

AT&T Response:

AT&T has read and understands.

11. E-rate Program Integrity Assurance (PIA) Review

a. If their solution is chosen, respondents are required to promptly provide Applicant with any information being requested as part of PIA review.

AT&T Response:

AT&T will comply with, and timely respond to, reasonable requests from PIA reviews with details requested by the reviewer to the extent we are reasonably able to do so, and in accordance with E-Rate Program rules.

b. Vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.

AT&T Response:

AT&T will provide assistance on the E-Rate application on matters relative to the prices and functionality of the services and products which comprise the Applicant's chosen solution, and AT&T will comply with, and timely respond to, reasonable requests from PIA reviews, details requested by the reviewer to the extent we are reasonably able to do so, and in accordance with E-Rate Program rules.

c. For all responses that include construction, the respondent agrees, by submitting its bid, to produce all construction labor, construction materials and other cost information requested during PIA review.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

AT&T Response:

Concerning any site awarded to AT&T where special construction is required, AT&T will make reasonable efforts to comply with applicable E-Rate rules and respond to PIA requests with details to the extent we are able. AT&T cannot commit at this point to answering unknown future questions, as the information requested may be unknown or unavailable to AT&T.

d. **All responses must agree, in writing, to this section in the Appendix D Checklist. Failure to answer is grounds for disqualification.**

AT&T Response:

AT&T has read and understands.

12. Required Notice to Proceed and Funding Availability

a. Applicant will follow the purchasing policies of the Pender County Government and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.

b. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the County's issuance of a written Notice to Proceed.

c. E-rate funding notification alone will not signify Notice to Proceed. The County will have the right to allow the contract to expire without implementation if appropriate funding does not come available.

AT&T Response:

AT&T has read and understands. Please attached E-rate Rider.

AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order without funding approval or verification in writing from the Customer to proceed based on funding approval by the USAC/SLD, whichever occurs first. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

Pursuant to E-Rate and FCC Free Services Advisory rules, Customer will be responsible for paying for any amounts for which the SLD does not provide funding, unless E-Rate funding is lost or withdrawn solely as a result of AT&T's action or inaction.

Section 6: Evaluation Criteria

Price (E-rate eligible recurring and one-time circuit costs) is the primary and most heavily weighted factor. Other criteria may include but are not limited to: Complete bid submission, Prior Experience with Company, Proposed contract terms and conditions, E-rate ineligible recurring or one-time costs, and Provider references.

AT&T Response:

To the extent the evaluation criteria is consistent with the E-Rate rules, AT&T agrees. AT&T understands and reserves the right, consistent with this RFP and/or applicable local and state procurement statutes, ordinances, guidelines and other applicable authorities, to contest an award made under this RFP.

Section 7: Protest

1. Bid protests must follow the procedures in 01 NCAC 05B .1519 PROTEST PROCEDURES. http://reports.oah.state.nc.us/ncac/title%2001%20-%20administration/chapter%2005%20-%20purchase%20and%20contract/subchapter%20b/01%20ncac%2005b%20.1519.pdf

AT&T Response:

AT&T has read and understands.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

Appendix A

APPENDIX A – Specifications by location						
Internet Service Locations						
Site	**Address**	**City**	**Zip Code**	**Service Requested**	**Static Public IP Address**	**Requested Bandwidth**
Howard Holly Building (HUB FOR WAN LOCATIONS)	300 E Fremont St.	Burgaw	28425	Internet Service	60	1 Gigabit x 1 Gigabit
Law Enforcement Center	605 East Fremont St.	Burgaw	28425	Internet Service	40	100 Mbps x 100 Mbps
EOC / EMS Station 1	805 Ridgewood Av.	Burgaw	28425	Internet Service	40	50 Mbps x 50 Mbps
Tourism	106 E Wilmington St.	Burgaw	28425	Internet Service	1	10 Mbps x 10 Mbps
Pender Memorial Park	601 S Smith St.	Burgaw	28425	Internet Service	1	50 Mbps x 50 Mbps
Hampstead Convenience Center	250 Transfer Station Rd	Hampstead	28443	Internet Service	1	50 Mbps x 50 Mbps
Hampstead Sheriff's Office Annex	15060 US Hwy 17	Hampstead	28443	Internet Service	5	50 Mbps x 50 Mbps

E-LAN /WAN Servic Locations						
Site	**Address**	**City**	**Zip Code**	**Service Requested**	**Primary Hub / Address**	**Requested Bandwidth**
Howard Holly Building (HUB FOR WAN LOCATIONS)	300 E Fremont St.	Burgaw	28425	E-LAN / WAN	300 East Fremont St.	450 Mbps x 450 Mbps
Animal Shelter	3280 New Savannah Rd.	Burgaw	28425	E-LAN / WAN	300 East Freamont St.	50 Mbps x 50 Mbps
Hampstead Annex	15060 US Hwy 17	Hampstead	28443	E-LAN / WAN	300 East Freamont St.	100 Mbps x 100 Mbps
Hampstead Library	75 Library Dr.	Hampstead	28443	E-LAN / WAN	300 East Freamont St.	100 Mbps x 100 Mbps

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

Shooting Range	8718 Shaw Hwy.	Rocky Point	28457	E-LAN / WAN	300 East Freamont St.	100 Mbps x 100 Mbps
Water Treatment Plant	289 Quality Way	Wilmington	28401	E-LAN / WAN	300 East Freamont St.	100 Mbps x 100 Mbps
E-RATE Eligible						

AT&T Response:

AT&T has read and understands.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

Appendix B

References

School or County System	Contact Name	Email Address	Telephone Number
Alamance County	Paul Bobak	Paul.bobak@alamance-nc.com	336-570-4020
Haywood County Schools	Kim Jackson	kjackson@haywood.k12.nc.us	828-627-8314
City of Anderson	Mark Cunningham	mcunningham@cityofandersonsc.com	864-844-1374

AT&T Response:

AT&T has read and understands

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

Appendix C

36 Month Term

Site	Proposed Bandwidth	Option A Customer Provided Router Monthly Rate	Option B AT&T Managed Router Monthly Rate	Non-Recuring Charge	Static IP Address Costs
Internet Service					
Howard Holly Building *E-rate Eligible*	1 Gigabit x 1 Gigabit	$1,230.70	$1,386.80	$0.00	$0.00
Law Enforcement Center	100 Mbps x 100 Mbps	$636.00	$657.70	$0.00	$0.00
EOC / EMS Station 1	50 Mbps x 50 Mbps	$487.82	$507.70	$0.00	$0.00
Tourism	10 Mbps x 10 Mbps	$358.52	$376.44	$0.00	$0.00
Pender Memorial Park	50 Mbps x 50 Mbps	$487.82	$507.70	$0.00	$0.00
Hampstead Convenience Center	50 Mbps x 50 Mbps	$487.82	$507.70	$0.00	$0.00
Hampstead Sheriff's Office Annex	50 Mbps x 50 Mbps	$487.82	$507.70	$0.00	$0.00
Federal Access Recovery Fee		$19.99	$19.99		
Total Projected Monthy Cost		**$4,196.49**	**$4,471.73**		
WAN Service					
Howard Holly Building *E-rate Eligible*	500 Mbps x 500 Mbps	$625.43	NA	$0.00	NA
Animal Shelter	50 Mbps x 50 Mbps	$368.68	NA	$0.00	NA
Hampstead Annex	100 Mbps x 100 Mbps	$433.19	NA	$0.00	NA
Hampstead Library *E-rate Eligible*	100 Mbps x 100 Mbps	$433.19	NA	$0.00	NA
Shooting Range	100 Mbps x 100 Mbps	$433.19	NA	$0.00	NA
Water Treatment Plant	100 Mbps x 100 Mbps	$433.19	NA	$0.00	NA
NC State & Local Tax		$184.06			
Total Projected Monthly Cost		**$2,910.93**			

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

Appendix C

60 Month Term

Site	Proposed Bandwidth	Option A Customer Provided Router Monthly Rate	Option B AT&T Managed Router Monthly Rate	Non-Recuring Charge	Static IP Address Costs
Internet Service					
Howard Holly Building *E-rate Eligible*	1 Gigabit x 1 Gigabit	$1,230.70	$1,386.80	$0.00	$0.00
Law Enforcement Center	100 Mbps x 100 Mbps	$636.00	$657.70	$0.00	$0.00
EOC / EMS Station 1	50 Mbps x 50 Mbps	$487.82	$507.70	$0.00	$0.00
Tourism	10 Mbps x 10 Mbps	$358.52	$376.44	$0.00	$0.00
Pender Memorial Park	50 Mbps x 50 Mbps	$487.82	$507.70	$0.00	$0.00
Hampstead Convenience Center	50 Mbps x 50 Mbps	$487.82	$507.70	$0.00	$0.00
Hampstead Sheriff's Office Annex	50 Mbps x 50 Mbps	$487.82	$507.70	$0.00	$0.00
Federal Access Recovery Fee		$19.99	$19.99		
Total Projected Monthy Cost		**$4,196.49**	**$4,471.73**		
WAN Service					
Howard Holly Building *E-rate Eligible*	500 Mbps x 500 Mbps	$562.89	NA	$0.00	NA
Animal Shelter	50 Mbps x 50 Mbps	$331.81	NA	$0.00	NA
Hampstead Annex	100 Mbps x 100 Mbps	$389.87	NA	$0.00	NA
Hampstead Library *E-rate Eligible*	100 Mbps x 100 Mbps	$389.87	NA	$0.00	NA
Shooting Range	100 Mbps x 100 Mbps	$389.87	NA	$0.00	NA
Water Treatment Plant	100 Mbps x 100 Mbps	$389.87	NA	$0.00	NA
NC State & Local Tax		$165.66			
Total Projected Monthly Cost		**$2,619.84**			

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

For the pricing listed in Appendix C all sites have been confirmed that they can be upgraded to Internet bandwidths of 1, 2 or 3 Gb at the following monthly rates:

Bandwidth	Customer Managed Router	AT&T Managed Router
1.0 Gig	$1,230.70	$1,386.80
2.0 Gig	$2,372.74	$2,818.64
3.0 Gig	$2,617.23	$3,149.83

Going to a bandwidth above 1Gb will entile having to install a 10Gb Access circuit.

For the WAN services we added site location "Howard Holly Building" as this will be the host site to which the remote sites will communicate. Also please note the sites have the abiliy to communicate to Any-to-Any.

In additon to the monthly AT&T Dedicated Internet cost listed in Appendix C there is a Federal Access Recovery Fee. The current rate is 0.007% of the local access circuit cost.

AT&T Switched Ethernet Service is treated as a taxable telecommunications service for tax purposes, since it provides the transmission of data and voice between one or more points. The current State of NC tax rate is 4.75% and Pender County sales tax rate is 2.00% for a combined tax rate of 6.75%.

The charges shown outside of the monthly recurring rates are for illustrative purposes. AT&T reserves the right to pass along additional charges, surcharges, and fees imposed on AT&T by state or federal regulations or laws incurred by AT&T in providing the service.

With the AT&T Switched Ethernet on Demand (ASEoD) Pender can switch the bandwidth levels at any point by going into the Business Center portal. This is extremely important in situations where there is a pandemic and you may need to temporarily increase bandwidth from 100M to 250M for a couple of weeks and then bring the circuit back down to 100M.

As Attachment H you will find pricing for the additional bandwidths and Class of Service (CoS) options. The CoS used in our pricing response most closely manages the SLA written in the RFP but if Pender feels any of the SLAs for the lower CoS options would work it would provide the opportunity to further lower the monthly recurring cost.

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

Appendix D

Checklist

- 3-year proposal with five 1-year extensions
  - 1 Gbps option included
  - 2 Gbps option included
- 5-year proposal with five 1-year extensions
  - 1 Gbps option included
  - 2 Gbps option included
- Network design illustrated
- Construction routes are included
- Design provides resiliency
- Construction details (if needed)
- Bandwidth is scalable
- Pricing is attached
  - Pricing includes NRC
  - Pricing includes MRC
  - Pricing includes all taxes and fees, including current rate for USF
  - Understand that costs added to the quote after the bid is submitted are the responsibility of the company and not the Applicant
- Single provider for all sites OR
  - Provider for single sites
- The contract will allow for bandwidth upgrades via a contract amendment
- Site additions or reductions will be addressed via a contract amendment
- Disconnect fees
- Downgrade fees
- Agree to SLA
- Proposal includes all site names and addresses
- If notified of winning this bid, the contract will include all site names and addresses
- Cut-over dates

©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

- Three references
- It is understood that failure to provide all items requested in this RFP are grounds for disqualification
- USAC 498 ID (SPIN)
- Upon award of a contract, Bulk Upload Spreadsheets will be provided
- An aggregate uptime of 99.9% uptime will be provided
- Circuits will not be throttled
- Protest deadlines are understood
- By submitting a proposal, we are agreeing to the requirements of the RFP
- SLA Portal (Ticket submission, network utilization, progression, tracking, etc.)

AT&T Response:

Please see AT&T responses throughout the RFP to items listed in the checklist above.



©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

Attachments

ATTACHMENT A – Pender County UA
ATTACHMENT B – Pender County Addendum to UA
ATTACHMENT C – E-rate Rider
ATTACHMENT D – Sample ADI Pricing Schedule
ATTACHMENT E – Sample ASEoD Pricing Schedule
ATTACHMENT F – Customer ADI Expectation Document
ATTACHMENT G – ASEoD SLA Document
ATTACHMENT H – Pender County ASEoD Bandwidth Pricing Options



©2022 AT&T Intellectual Property—AT&T Proprietary—Not for use or disclosure outside of AT&T companies and its third-party representatives except under written agreement.

at&t

AT&T MA Reference No.

138640UA

20101026-0155

MASTER AGREEMENT

Customer	AT&T
Pender County Government 805 S Walker Street Burgaw, NC 28425 USA	AT&T Corp. or enter the International Affiliate Name
Customer Contact (for notices)	**AT&T Contact (for notices)**
Name: Erik harvey Title: IT Director 805 S Walker Street Burgaw , NC 28425 United States Telephone: 9102590222 Fax: Email: eharvey@pendercounty.gov	5715 GLENWOOD AVE RALEIGH, NC 27612 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T, and continues in effect as long as Services are provided under this Master Agreement.

This Master Agreement will apply to all services and equipment Customer buys from AT&T, now and in the future, that are provided under Pricing Schedules attached to or referencing this Master Agreement ("Services"). Other Services may be provided by signing additional Pricing Schedules at any time. AT&T standard service offerings are described in Tariffs, Guidebooks, Service Guides and other documents identified in this Master Agreement.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By: Erik Harvey	By: Lori Young LORI YOUNG LEAD - CUSTOMER CONTRACTS
Name: Erik Harvey	Name:
Title: IT Director	Title:
Date: 10/25/2010	Date: 10-27-2010

1. INTRODUCTION

1.1 **Overview of Documents.** The terms and conditions governing the Services that AT&T provides to Customer are set forth in this Master Agreement, the following additional documents, and any other documents executed by the parties and referencing this Master Agreement (which documents together with this Master Agreement are called "this Agreement"):

(a) **Pricing Schedules.** A Pricing Schedule (including related attachments) identifies the Services AT&T may provide to Customer, the price (including discounts, if applicable) for each Service, and the term during which such prices are in effect ("Pricing Schedule Term").

(b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and Guidebooks may be found at att.com/servicepublications or other locations AT&T may designate.

(c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to Services provided over or accessing the Internet. The AUP may be found at att.com/aup, or other locations AT&T may designate.

(d) **Service Guides.** The description, pricing, and other terms and conditions for the Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which may be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: Pricing Schedules; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; *provided that*, Tariffs will be first in priority in any jurisdiction where existing law or regulation does not permit contract terms to take precedence over inconsistent tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(c) (Materially Adverse Change), AT&T may revise Tariffs, Guidebooks, Service Guides or the AUP (collectively "Service Publications") at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule referencing this Agreement in its own name and such Affiliate contract will be a separate, but associated, contract incorporating the terms of this Master Agreement with respect to that Pricing Schedule. Customer and AT&T will arrange to have their respective Affiliates comply with this Agreement, regardless of whether an Affiliate has signed a Pricing Schedule.

1.5 **Capitalized Terms.** Capitalized terms not otherwise defined in this Agreement are defined in Section 11 (Definitions).

2. AT&T DELIVERABLES

2.1 **Services.** AT&T agrees to either provide or arrange to have an AT&T Affiliate provide Services to Customer in accordance with this Agreement, subject to availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider.

2.2 **AT&T Equipment.** Services may include use of certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to AT&T Equipment (other than ordinary wear and tear) except to the extent caused by AT&T or its agents.

2.3 **Software.** Any software used with the Services will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions and they take precedence over this Agreement as to such software.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T to access property and equipment that Customer controls as reasonably required to provide the Services, and Customer will obtain, at Customer's expense, timely access for AT&T to property that Customer does not control (other than public property) as reasonably required to provide the Services.

Access rights include the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as to use ancillary equipment space within a building, as necessary for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires to provide the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. AT&T does not handle, remove or dispose of Hazardous Materials, and AT&T has no obligation to perform work at a location that is not a suitable and safe working environment. AT&T will not be liable for any Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement, and Customer agrees that Customer is responsible for Users' use of any Services, unless expressly provided to the contrary in applicable Service Publications.

3.4 **Internet Services.** If a Service is provided over or accesses the Internet, Customer, Customer's Affiliates, and Users must comply with the AUP.

3.5 **Resale of Services.** Customer may not resell the Services to third parties without AT&T's written consent. Where permitted under applicable law, Customer may resell the Services to Customer's Affiliates without AT&T's consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** Unless a Pricing Schedule states otherwise, the prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term. No promotion, credit or waiver set forth in a Service Publication will apply unless the Pricing Schedule states otherwise. At the end of a Pricing Schedule Term, Customer will have the option to either: (a) cease using the Service (which will require Customer to take all steps required by AT&T to terminate the Service); or (b) continue using the Service under a month-to-month service arrangement. Unless a Pricing Schedule states otherwise, during any month-to-month service arrangement, the prices, terms and conditions in effect on the last day of the Pricing Schedule Term will continue until changed by AT&T on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of, and Customer will pay, all current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, custom clearances, duties, levies, shipping charges, and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent Customer is required by law to withhold or deduct any applicable taxes from payments due to AT&T, Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and Customer will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Pricing Schedule specifies otherwise, Customer's obligation to pay for all Services will begin upon installation and availability of the Services to Customer. AT&T will invoice Customer for the Services on a monthly basis, or otherwise as specified in the Pricing Schedule. Customer will pay AT&T without deduction (except for withholding taxes as provided in Section 4.2 – Additional Charges and Taxes), setoff (except as provided in Section 4.5 – Delayed Billing; Disputed Charges), or delay for any reason. At Customer's request, but subject to AT&T's consent (which may be withheld if there will be operational impediments or tax consequences), Customer's Affiliates may be invoiced separately and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or Customer's Affiliates are not creditworthy.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorney's fees. AT&T may charge late

payment fees (a) for Services contained in a Tariff or Guidebook, at the rate specified therein, or (b) for all other Services, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services invoiced more than 6 months after close of the billing month in which the charges were incurred, except for automated or live operator assisted calls of any type. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charges and the reason it is disputed within 6 months after the date of the affected invoice or Customer waives the right to dispute the charge (except to the extent applicable law or regulation otherwise requires). Disputed charges may be withheld, but if not paid when due, Customer will incur late payment fees in accordance with Section 4.4 (Payments); however, to the extent AT&T determines the charges Customer disputed and withheld were invoiced in error, late payment fees for such charges will be reversed.

4.6 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment of MARC-Eligible Charges set forth in a Pricing Schedule that Customer agrees to satisfy during each 12 consecutive month period of the Pricing Schedule Term. At the end of each such 12 month period, if Customer has failed to satisfy the MARC for the preceding 12 month period, Customer will be invoiced a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during the 12 month period, and payment will be due in accordance with Section 4.4 (Payments).

4.7 **Adjustments to MARC.**

(a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or reduction of AT&T's prices, or force majeure events, any of which significantly impairs Customer's ability to meet Customer's MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices or discount available at the reduced MARC level). If the parties reach mutual agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.7 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T written notice and evidence of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges Customer incurs prior to amendment of the affected Pricing Schedule.

(b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may mutually agree to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts, and Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement, but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement and any pricing or other proposals.

5.2 **Obligations.** Each party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, which is indefinite): (a) be held in confidence; (b) be used and transmitted between countries only for purposes of using the Services or performing this Agreement (including in the case of AT&T, the ability to utilize Customer's Confidential Information in order to detect fraud, check quality, and to operate, maintain and repair the Services); and (c) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5), or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process).

5.3 **Exceptions.** The restrictions in this Section will not apply to any information that: (a) is independently developed by the receiving party; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy Laws.** Each party is responsible for complying with the privacy laws applicable to its business. If Customer does not want AT&T personnel to comprehend Customer data to which they may have access in performing Services, Customer should encrypt such data so that it will be unintelligible. Until directed otherwise by Customer in writing, if AT&T

designates a dedicated account representative as Customer's primary contact with AT&T. Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information (CPNI) to any employee or agent of Customer without a need for further authentication or authorization.

6. DISCLAIMERS AND LIMITATIONS OF LIABILITY

6.1 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND CONFIDENTIAL INFORMATION.

6.2 **Limitation of Liability.**

(a) AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, SHALL IN NO EVENT EXCEED THE APPLICABLE CREDITS SPECIFIED IN A SERVICE PUBLICATION OR PRICING SCHEDULE, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICES OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T.

(b) SECTION 6.2(a) WILL NOT APPLY TO:

(i) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE;

(ii) BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity), OR SECTION 10.2 (Trademarks);

(iii) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER SECTION 7 (Third Party Claims); OR

(iv) DAMAGES ARISING FROM AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(c) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

6.3 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK, OR SYSTEMS.

6.4 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether damages were foreseeable, and will apply so as to limit the liability of each party and its Affiliates, and their respective employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend or settle any third-party claim against Customer, its Affiliates, and its and their respective employees and directors, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim alleges that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright, or trade secret, but not in circumstances where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliates or third parties, or combinations of the Service with any services or products not provided by AT&T; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of the Service in violation of this Agreement.

7.2 **Customer's Obligations.** Customer agrees at its expense to defend or settle any third-party claim against AT&T, AT&T's Affiliates, and its and their respective employees, directors, subcontractors, and suppliers, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim: (a) arises out of Customer's, its Affiliate's, or a User's access to, or use of, the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided in connection with the Services.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third party claim under this Section 7 will notify the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced thereby. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense; but the defending party will use counsel reasonably experienced in the subject matter at issue, and will not settle a claim without the consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required where relief on the claim is limited to monetary damages that are paid by the defending party under this Section 7.

8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding, or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension of Services.** The following additional termination provisions apply:

(a) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

(b) **Material Breach.** If either party fails to perform or observe any material term or condition of this Agreement, including non-payment of charges (subject to Section 4.5 – Delayed Billing; Disputed Charges), and such failure continues unremedied for 30 days after receipt of notice, the non-breaching party may terminate the affected Service, and if the breach implicates the entire Agreement, terminate the entire Agreement. If Customer is in breach, AT&T may elect to suspend (and later terminate) the affected Service, and if the breach implicates the entire Agreement, suspend (and later terminate) the entire Agreement.

(c) **Materially Adverse Change.** If AT&T revises a Service Publication and the revision has a materially adverse impact on Customer, and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. However, a revision to a Service Publication will not be considered materially adverse to Customer if it changes prices that are not fixed (stabilized) in a Pricing Schedule, if the price change was mandated by a governmental authority, or if the change affects a charge imposed under Section 4.2 (Additional Charges and Taxes).

(d) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the applicable portion of the Service. AT&T has the right, however, to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.

(e) **Infringing Services.** If neither of the options described in Section 7.3 (Infringing Services) are reasonably available, AT&T may terminate the affected Service without liability other than as stated in Section 7.1 (AT&T's Obligations).

(f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site where AT&T is to install, maintain or provide Services, AT&T may terminate the affected Service or Service Component, or suspend performance until Customer removes and remediates Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Withdrawal of Services.** Notwithstanding that a Pricing Schedule may commit AT&T to provide a Service to Customer for a Pricing Schedule Term, and unless applicable law or regulation mandates otherwise, AT&T may discontinue providing a Service upon 12 months' notice, or a Service Component upon 120 days' notice, but only where AT&T generally discontinues providing the Service or Service Component to similarly-situated customers.

8.4 **Effect of Termination.**

(a) Termination by either party of a Service does not waive any other rights or remedies a party may have under this Agreement. Termination or suspension of a Service will not affect the rights and obligations of the parties regarding any other Service.

(b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination. If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins as provided in Section 4.3 (Billing), Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

8.5 **Termination Charges.**

(a) If Customer terminates this Agreement or an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), 8.2(b) (Material Breach), or 8.2(c) (Materially Adverse Change); AT&T terminates a Service pursuant to Section 8.2(e) (Infringing Services), or AT&T withdraws a Service pursuant to Section 8.3 (Withdrawal of Services), Customer will not be liable for the termination charges set forth in Section 8.5(b).

(b) If Customer terminates a Service or Service Component other than as set forth in Section 8.5(a), or AT&T terminates an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), or 8.2(a) (Fraud or Abuse), 8.2(b) (Material Breach), 8.2(d) (Internet Services), or 8.2(f) (Hazardous Materials), Customer will pay applicable termination charges as follows: (i) if termination occurs before the end of the Minimum Payment Period, Customer will pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule (including, but not limited to, any and all charges for failure to satisfy a Minimum Retention Period (MRP)), plus any charges incurred by AT&T from a third party (*e.g.*, not an AT&T Affiliate) due to the termination, all of which will, if applicable, be applied to Customer's MARC-Eligible Charges; and (ii) if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC, after applying amounts received pursuant to (i), for the balance of the Pricing Schedule Term.

(c) The charges set forth in Section 8.5(b)(i) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if: (i) the Minimum Payment Period and associated charge for the replacement Service Component are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service Component, and (ii) the upgrade is not restricted in the applicable Service Publication.

9. IMPORT/EXPORT CONTROL.

The parties acknowledge that equipment, services, software, and technical information (including technical assistance and training) provided under this Agreement may be subject to import and export laws, conventions or regulations, and any use or transfer of the equipment, products, software, and technical information must be in compliance with all such laws, conventions and regulations. The parties will not use, distribute, transfer, or transmit the equipment, services, software, or technical information (even if incorporated into other products) except in compliance with such laws, conventions and regulations. Customer, not AT&T, is responsible for complying with such laws, conventions and regulations for all information, equipment and software Customer transmits between countries using the Services.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks, or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.

10.4 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.5 **Assignment and Subcontracting.**

(a) This Agreement may not be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). Customer may, without AT&T's consent, but upon notice to AT&T, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, but Customer will remain financially responsible for the performance of such obligations. AT&T may, without Customer's consent, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, or subcontract to an Affiliate or a third party work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

(b) In countries where AT&T does not have an Affiliate to provide Service, AT&T may assign its rights and obligations related to a Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

(c) Any assignment other than as permitted by this Section 10.5 is void.

10.6 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.10 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.7 **Injunctive Relief.** Nothing in this Agreement is intended, or should be construed, to limit a party's right to seek preliminary or permanent injunctive relief from a court of competent jurisdiction for a breach of any provision of this Agreement.

10.8 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within 2 years after the cause of action accrues or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.9 **Notices.** All notices required under this Agreement will be delivered in writing to the recipient's contact designated on the cover page of this Master Agreement, or to such other contact as designated in writing from time to time. Notices shall be by internationally recognized overnight courier, certified or registered mail, email, or facsimile and will be effective upon receipt or when delivery is refused, whichever occurs sooner.

10.10 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.11 **Compliance with Laws.** Each party will comply with all applicable laws, regulations, and orders issued by courts or other governmental bodies of competent jurisdiction.

10.12 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T, and does not provide any third party (including Users) the right to enforce or bring an action for any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

10.13 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations set forth in Section 5 (Confidential Information), Section 6 (Disclaimers and Limitations of Liability), and Section 7 (Third Party Claims), will survive termination or expiration.

10.14 **Agreement Language.** The authentic language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.15 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the Services provided under this Agreement. Except as provided in Section 2.3 (Software), this Agreement supersedes all other agreements, proposals, representations, statements or understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

The following terms have the meanings set forth below:

"**Affiliate**" of a party means any entity that controls, is controlled by, or is under common control with, such party.

"**Damages**" means collectively all injury, damage, liability, loss, penalty, interest and expense incurred.

"**Effective Date**" means, for any Pricing Schedule, the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"**MARC-Eligible Charges**" means, unless the applicable Pricing Schedule indicates otherwise, the recurring and usage charges, after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"**Minimum Payment Period**" means, in respect to any Service, the minimum period for which Customer is required to pay recurring charges for the Service, as specified in the Pricing Schedules or Service Publication for that Service.

"**Minimum Retention Period**" means, in respect to any Service, the period of time for which Customer is required to maintain service to avoid the payment of certain credits, waived charges, or unpaid amortized charges, all as specified in the Pricing Schedule or Service Publication for that Service.

"**Service Component**" means an individual component of a Service provided under this Agreement.

"**Site**" means Customer's physical location, including Customer's collocation space on AT&T's, its Affiliate's, or subcontractor's property, where AT&T installs or provides a Service.

Addendum to AT&T Master Agreement (Unified)

Customer	**AT&T**
Pender County Government Street Address: 805 S. Walker St. City: Burgaw State/Province: NC Zip Code: 28425 Country: USA	AT&T Corp.
Customer Contact (for notices)	**AT&T Contact (for notices)**
Name: Earl Moore Title: ITS Operations Manager Street Address: 805 S. Walker St. City: Burgaw State/Province: NC Zip Code: 28425 Country: USA Telephone: (910) 259-0229 Fax: 910-259-1403 Email: rmoore@pendercountync.gov	Street Address: 5715 Glenwood Ave. City: Raleigh State/Province: NC Zip Code: 27612 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This is an Addendum to the Master Agreement dated (the "Master Agreement") between the customer named above ("Customer") and the AT&T entity named above ("AT&T"). The terms of this Addendum shall take precedence over conflicting terms in Customer's existing Master Agreement or in an Attachment or Addendum of general application, but not in a Service-specific Pricing Schedule, Attachment or Addendum.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

1. AT&T DELIVERABLES

1.1 **Orders**. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

1.2 **Purchased Equipment**. Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

1.3 **License and Other Terms**. Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

2. CREDIT TERMS. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

3. PRIVACY. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so.

4. WARRANTIES AND DISCLAIMERS

4.1 **Purchased Equipment and Vendor Software Warranty**. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

4.2 AT&T shall have no defense, settlement, or indemnification obligations arising from the actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

5. If Customer terminates a Service or Service Component after Cutover other than for cause or if AT&T terminates a Service or Service Component after Cutover for cause, Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (*i.e.,* not an AT&T Affiliate) due to the termination. The charges set forth in Sections 5(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

6. INDEPENDENT CONTRACTOR.

Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

7. DEFINITIONS

"**API**" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"**AT&T Software**" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"**Customer Personal Data**" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"**Purchased Equipment**" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"**Service**" means all products and services AT&T provides Customer pursuant to the Agreement.

"**Software**" means AT&T Software and Vendor Software.

"**Third-Party Service**" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"**Vendor Software**" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

E-Rate Rider

ATTACHMENT TO AMENDMENT TO PRICING SCHEDULE FOR

AT&T SWITCHED ETHERNET NETWORK ON DEMAND SERVICE ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

This Attachment ("Attachment") is entered into by **AT&T** [Insert name of AT&T affiliate] (AT&T) and Pender County Library, (Customer) and is effective as of the date last signed below (Effective Date). It is an attachment to the Agreement and has the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer intends to seek funding through the E-rate program for Services purchased under the Agreement. E-rate is administered by the Universal Service Fund Administrative Company (USAC). The Federal Communications Commission (FCC) has promulgated regulations that govern the participation in the E-rate program. The Parties agree:

1. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-rate funding is solely determined by USAC and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.

2. Service Substitutions. USAC funding commitments are based upon the products, services and locations set forth in the Form 471. Any modification to the products and services or the locations at which they are to be installed or provided requires Customer to file a service substitution with USAC. AT&T may suspend Service substitution activities pending approval of service substitution requests.

3. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-rate-related materials (including all attachments): (i) Form 471 and Bulk Upload template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer will clearly delineate between eligible and non-eligible Services on those orders.

4. Indemnities. Each party agrees it has and will comply with all laws and requirements applicable to the E-rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each party agrees to indemnify and hold harmless the other party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party, FCC or USAC claims and related loss, liability, damage, and expense (including reasonable attorney's fees) arising out of the indemnifying party's violation of the E-rate rules or breach of the terms of this Attachment.

5. Non-Appropriations. By executing the Agreement, Customer confirms that it has funds appropriated and available to pay all amounts due for E-rate supported Services through the end of it's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith a revised agreement with AT&T to develop revised services and terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement term. This section 5 applies to Customer funding appropriations, and does not allow for termination if E-rate funding is denied or delayed.

CONFIDENTIAL INFORMATION
This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

6. Customer Must Choose A or B

A.) ☐ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF E-RATE FUNDING HAS NOT BEEN APPROVED BY USAC. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR DELAYED.

(i). Scope; ***Customer desires that Services commence on or about July 1 unless a different date is inserted here*** . AT&T will make reasonable efforts to meet the requested date, but AT&T does not commit to commence Service by the requested date. The term of the Services begins on the Start Date of Minimum Payment Period as provided in the applicable Pricing Schedule, or if there is no Pricing Schedule then as may be stated in the applicable Order document.

(ii). Funding Denial Agreement Termination; CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES OR EQUIPMENT IS DENIED, THE AGREEMENT WILL TERMINATE AS TO THOSE SERVICES OR EQUIPMENT UNLESS A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

(i). Scope; Customer agrees to use best efforts to obtain funding from USAC. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections, a verification of Form 486 approval by USAC**.** AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination; if a funding request is denied by USAC, the Agreement, with respect to such Service(s) and/or equipment, will terminate sixty (60) days from the date of the FCDL in which E-rate funding is denied or on the 30th day following rejection of the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM USAC, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE.

7. **AT&T Owned Equipment - General Terms and Conditions**

If the Services require placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises") Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation of the underlying Service. Neither the Agreement nor this Attachment includes an option to purchase the Equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain the Equipment and any additional, supplemental or replacement equipment as AT&T may choose.
- Confirms this license includes a right of access to and within the Premises for purposes of installing, operating,

maintaining, repairing and replacing the Equipment. All Equipment brought onto the premises by AT&T is the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no right to, interest in, or exclusive use of that Equipment.

- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- Agrees to notify AT&T of any issues related to the Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Equipment.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of the Equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of the Equipment from the premises at any time after the termination of the Service.

Additionally, E-rate program rules and eligibility requirements apply, and these requirements may change from time to time.

8. **Terms of Equipment Usage**

Please note that there are some important Customer obligations to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. **PATH** - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. **SPACE** – Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment at the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit. Any Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-rate Category 1 funding, and must be paid for by the Customer.

C. **ENVIRONMENTAL –** Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

D. **POWER - GROUND -** Customer will provide:

- Permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal –48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.
- Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.
- Any other site-specifc customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

9. **Customer Premise Support Structure ("CPSS") - General Terms and Conditions**

If the Services require placing conduit and/or other conduit pathway support structures (Facilities) on the Customer's Premises. Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate the Facilities and any replacement Facilities as AT&T may choose.

CONFIDENTIAL INFORMATION
This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and replacing the Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, become Customer property.
- Confirms that once the Facilities are installed, the Customer is responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Facilities.

Additional Terms Applicable to Customers using CALNET Agreements and with the following CALNET services:

- **CALNET 3 Extension Agreements**: IFB STPD 12-001-A, C3-A-12-10-TS-01 – Amendment 13 and IFB STPD 12-001-B, C3-B-12-10-TS-01 Amendment 12 are anticipated to expire on 12/31/21. Notwithstanding anything to the contrary, upon the expiration of these Agreements, the Customer will take such reasonable steps as may be necessary to continue to procure the same or substantially similar services hereunder pursuant to the State of California – Statewide Technology Procurement - AT&T - IFB C4DNCS19 ("CALNET NEXTGen Contract"), to the extent such service(s) is/are available. Upon such migration of service, the term "Agreement" as used herein shall refer to the CALNET NEXTGen Contract.
- **Metropolitan Area Network (MAN) Ethernet (3.0):** In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of $9200 for each site at which AT&T installs CPSS.
- **Managed Internet Services (5.0):** If Customer cancels Service at an eligible Customer site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred through the date of cancellation associated with providing EFC, regardless of whether the construction has been completed.

10. **USAC Invoicing Method**

AT&T will follow invoicing requirements and accommodates either the Service Provider Invoice Form (SPI) - Form 474 – or the Billed Entity Application Reimbursement ("BEAR") - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment for Services rendered.

a. SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer agrees NO LATER THAN 120 days prior to their Last Date to Invoice to notify AT&T of its SPI election, and to provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer agrees that invoices are due and payable in full by their stated due date unless these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: http://usac.org/sl/applicants/step06/default.aspx. .

b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

11. **Reimbursement of USAC**

Customer agrees to promptly submit any AT&T or USAC forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC (i) seeks recovery from AT&T for disbursed E-rate funds as a result of Customer's failure to comply with the E-rate rules, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a "Notice of Improperly Disbursed Funds" or other request for recovery of funds (other than as the result of AT&T's failure to comply with the E-rate rules), then AT&T will reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer will (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC, each within ninety (90) days of notice from USAC. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

CONFIDENTIAL INFORMATION
This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

E-Rate Rider

12. Contract Requirements.
FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

☐ **IF THIS BOX IS CHECKED,** THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED **<Date of Original Attachment>**.

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

CONFIDENTIAL INFORMATION
This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

Customer	**AT&T**
cust_lgl_nam doing_bus_as_head doing_bus_as Street Address: street_Cust City: city_Cust state_Province : state_Cust Zip Code: zip_Cust Country: country_Cust	AT&T Corp.
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: name_CustCont l_CustCont Title: title_CustCont Street Address: street_CustCont City: city_CustCont State/Province: state_CustCont Zip Code: zip_CustCont Country: country_CustCont Telephone: phone_CustCont Fax: fax_CustCont Email: email_CustCont Customer Account Number or Master Account Number: customer_number	Name: name_AttS Street Address: street_AttS City: city_AttS State/Province: State_AttS Zip Code: zip_AttS Country: country_AttS Telephone: phone_AttS Fax: fax_AttS Email: email_AttS Sales/Branch Manager: m_AttS SCVP Name: scvp_AttS Sales Strata: sstrata_AttS Sales Region: sregion_AttS **With a copy (for Notices) to**: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name1: name_AttSPRI Company Name: cnam_AttSPRI Agent Street Address: street_AttSPRI City: city_AttSPRI State: state_AttSPRI Zip Code: zip_AttSPRI Country: country_AttSPRI Telephone: phone_AttSPRI Fax: fax_AttSPRI Email: email_AttSPRI Agent Code agcode_AttSPRI	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

NOT FOR EXECUTION SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

1. SERVICES

Service	Service Publication Location
AT&T Managed Internet Service (MIS)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	**term_of_contract months**
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Charges Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

4. SERVICE OR SERVICE COMPONENT WITHDRAWAL

AT&T may discontinue a Service or Service Component as provided in the applicable Service Guide and in the case of a Service or Service Component that is supplied to AT&T by a third party service provider upon thirty (30) days written notice.

5. RATES (US Mainland, and HI only)

Section I: AT&T Managed Internet Service
Access Bandwidth -

Table 1: Tiered T-1, NxT-1, E-1 And Frame – Flat Rate Billing Option

56k 128k 128k 128k 512k 512k 512k T1F E1F NxT1 NxT1 NxT1 NxT1 NxT1 NxT1 NxT1				
Access Method	**Speed**	**Undiscounted MIS MRC**	**Undiscounted MIS w/ Managed Router MRC**	**Discount**
N/A	56/64 Kbps†	$190	$260	56k %
T-1	128 Kbps†	$225	$295	128k %
T-1	256 Kbps†	$280	$350	128k %
T-1	384 Kbps†	$335	$405	128k %
T-1	512 Kbps†	$390	$460	512k %
T-1	768 Kbps†	$410	$480	512k %
T-1 – Frame*	1024 Kbps*	$425	$495	512k %
T-1	T-1	$470	$540	T1F %
E-1*	E-1	$470	$540	E1F %
2xT-1	3 Mbps	$850	$1,145	NxT1 %
3xT-1	4.5 Mbps	$1,100	$1,395	NxT1 %
4xT-1	6 Mbps	$1,250	$1,545	NxT1 %
5xT-1	7.5 Mbps	$1,480	$2,360	NxT1 %

NOT FOR EXECUTION - SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

6xT-1	9 Mbps	$1,715	$2,595	NxT1 %
7xT-1	10.5 Mbps	$1,915	$2,795	NxT1 %
8xT-1	12 Mbps	$2,190	$3,070	NxT1 %

* Speed not available with MPLS PNT
†Speed available only with MPLS PNT Feature

Table 2: MIS N x 10 Gig Ethernet*# – Flat Rate Billing Option

Nx10Gbps		
Speed	**Undiscounted MIS MRC**	**Discount**
2x -10.0 Gbps	$1,500,000	Nx10Gbps %
3x -10.0 Gbps	$2,220,000	Nx10Gbps %
4x -10.0 Gbps	$2,920,000	Nx10Gbps %

* Service not available with MPLS PNT
# Pricing also applies to Service locations in Alaska

Table 3: Burstable T-1

Discount: : T1B %

Sustained Usage	Undiscounted MIS MRC	Undiscounted MIS w/Managed Router MRC
up to 128 Kbps	$270	$340
128.01 - 256 Kbps	$340	$410
256.01 - 384 Kbps	$405	$475
384.01 - 512 Kbps	$470	$540
512.01 Kbps - 1.544 Mbps	$565	$635

Table 4: DNS Services

Option	Undiscounted MRC
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	$100 per DNS increment

Table 5: ATM And Tiered T-3

Discount: T3F %

Access Method	Speed	Undiscounted MIS MRC	Undiscounted MIS w/ Managed Router MRC
ATM*	2 Mbps	$590	$885
ATM*	3 Mbps	$850	$1,145
ATM*	4 Mbps	$1,075	$1,370
ATM*	5 Mbps	$1,125	$1,420
ATM*	6 Mbps	$1,250	$1,545
ATM*	7 Mbps	$1,415	$2,295
ATM*	8 Mbps	$1,565	$2,445
ATM*	9 Mbps	$1,715	$2,595
ATM*/T-3	10 Mbps	$1,840	$2,720
ATM*/T-3	15 Mbps	$2,465	$3,345
ATM*/T-3	20 Mbps	$3,090	$3,970
ATM*/T-3	25 Mbps	$3,725	$4,605
ATM*/T-3	30 Mbps	$4,350	$5,230
ATM*/T-3	35 Mbps	$4,990	$5,870

NOT FOR EXECUTION - SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

ATM*/T-3	40 Mbps	$5,615	$6,495
T-3	45 Mbps	$6,250	$7,130

* Access Method not available with MPLS PNT

Table 6: Burstable T-3

Discount: T3B %

Sustained Usage	Undiscounted MIS MRC	Undiscounted MIS w/ Managed Router MRC
up to 6.0 Mbps	$1,515	$1,810
6.01 - 7.5 Mbps	$1,790	$2,670
7.51 - 9.0 Mbps	$2,065	$2,945
9.01 - 10.5 Mbps	$2,290	$3,170
10.51 - 12.0 Mbps	$2,515	$3,395
12.01 - 13.5 Mbps	$2,740	$3,620
13.51 - 15.0 Mbps	$2,965	$3,845
15.01 - 16.5 Mbps	$3,150	$4,030
16.51 - 18.0 Mbps	$3,340	$4,220
18.01 - 19.5 Mbps	$3,525	$4,405
19.51 - 21.0 Mbps	$3,715	$4,595
21.01 - 45.0 Mbps	$7,515	$8,395

Table 7: Flexible Bandwidth Billing Option - Burstable T-3

MIS & MIS w/Managed Router Diacount: T3H Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: T3H_u Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	**Undiscounted MIS MRC**	**Undiscounted MIS w/Managed Router MRC**	**Undiscounted Incremental Usage Fee**
MIS & MIS w/Managed Router Discount for the following: T3H1			**Incremental Usage Fee Discount for the following: T3H1_u**
2 Mbps	$590	$885	$355
3 Mbps	$850	$1,145	$340
4 Mbps	$1,075	$1,370	$325
5 Mbps	$1,125	$1,420	$270
6 Mbps	$1,250	$1,545	$250
7 Mbps	$1,415	$2,295	$245
8 Mbps	$1,565	$2,445	$235
9 Mbps	$1,715	$2,595	$230
MIS & MIS w/Managed Router Discount for the following: T3H2			**Incremental Usage Fee Discount for the following: T3H2_u**
10 Mbps	$1,840	$2,720	$225
15 Mbps	$2,465	$3,345	$200
20 Mbps	$3,090	$3,970	$190
25 Mbps	$3,725	$4,605	$180
MIS & MIS w/Managed Router Discount for the following: T3H3			**Incremental Usage Fee Discount for the following: T3H3_u**
30 Mbps	$4,350	$5,230	$175
35 Mbps	$4,990	$5,870	$175
40 Mbps	$5,615	$6,495	$170

NOT FOR EXECUTION - SAMPLE ONLY

45 Mbps	$6,250	$7,130	N/A

Table 8: MIS Access Redundancy Option (MARO) - Burstable T-1 with Shadow Billing Option

Discount: ST1T3 %

Sustained Usage	Undiscounted MIS w/Managed Router MRC
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	$170
up to 128kbps	$340
128.01 - 256 Kbps	$410
256.01 - 384 Kbps	$475
384.01 - 512 Kbps	$540
512.01 Kbps - 1.544 Mbps	$635

Table 9: MARO Burstable T-3 with Shadow Billing Option

Discount: ST1T3 %

Sustained Usage	Undiscounted MIS w/ Managed Router MRC
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	$800
Up to 6.0 Mbps	$1,810
6.01 – 7.5 Mbps	$2,670
7.51 – 9.0 Mbps	$2,945
9.01 – 10.5 Mbps	$3,170
10.51 - 12.0 Mbps	$3,395
12.01 - 13.5 Mbps	$3,620
13.51 - 15.0 Mbps	$3,845
15.01 - 16.5 Mbps	$4,030
16.51 - 18.0 Mbps	$4,220
18.01 - 19.5 Mbps	$4,405
19.51 - 21.0 Mbps	$4,595
21.01 - 45.0 Mbps	$8,395

Table 10: Redundancy Features - Monthly Charges

ABN CPE_R BNR OLB		
Option	**MRC**	**Service Component Discount**
Alternate Backbone Node Option - additional charges via Private Line, per Service Component	T-1: $500	ABN %
	NxT1: $500 per T-1	
	T3: $5,000	
	OC-3 $12,000	
CPE Redundant Configuration Option - Per Service Component	T-1: $120	CPE_R %
	NxT-1: $350	
	T3: $540	
	OC-3: $2,435	
MARO Backbone Node Redundancy Option - additional charges via	$500 per T-1 Redundant Link	BNR %

NOT FOR EXECUTION - SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

	$5,000 per T-3 Redundant Link $12,000 per OC-3 Redundant Link	
MARO Outbound Load Balancers (2) Option (Dual Managed Customer Routers)	T1 & NXT1:$350 T3 & OC3: $875	OLB %

Table 11: MIS and MARO Features - Installation Fees

Discount: ncs_prep_nrc %

Option	Undiscounted MIS & MIS w/Managed Router Installation Fee
MARO - Outbound Load Balancers (2) (Dual Managed Customer Routers)	$1000

Old_RatePlanId

Table 12: MIS Tele – Installation

Discount: tele_install %

MIS Speed	Undiscounted MIS Installation Fee	Undiscounted MIS w/ Managed Router Installation Fee
56 Kbps	$1,000	$1,000
128 Kbps - 1.5 Mbps	$1,000	$1,000
NxT-1	$2,500	$2,500
Tiered/Full T-3	$5,000	N/A
Tiered OC-3, OC-12, OC-48	$10,000	N/A
Ethernet	$1,500#	$1,500**#
10 Gig Ethernet*	$10,000#	N/A

* Service not available with MPLS PNT
**Pricing available for MIS speeds of 100 Mbps and below and with electrical interfaces only.
Pricing also applies to Service locations in Alaska

513_RatePlanId

Table 13: MIS Tele – Installation

Discount: tele_install %

MIS Speed	Undiscounted MIS Installation Fee	Undiscounted MIS w/ Managed Router Installation Fee
56 Kbps	$1,000	$1,000
128 Kbps - 1.5 Mbps	$1,000	$1,000
NxT-1	$2,500	$2,500
Tiered/Full T-3	$5,000	N/A
Tiered OC-3, OC-12, OC-48	$10,000	N/A
Ethernet	$1,500#	$1,500**#
10 Gig Ethernet* and up	$1,500#	$1,500

* Service not available with MPLS PNT
**Pricing available for MIS speeds of 100 Mbps and below and with electrical interfaces only.
Pricing also applies to Service locations in Alaska

Old_RatePlanId

Table 14: On-Site Installation

NOT FOR EXECUTION - SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

Discount: onsite_install %

MIS Speed	Undiscounted MIS w/ Managed Router Only Installation Fee
56 Kbps	$999
128 Kbps - 1.5 Mbps	$999
NxT-1	$999
Tiered/Full T-3	$1,000
Tiered OC-3, OC-12, OC-48	$10,000
Ethernet	$1,500*

* Pricing also applies to Service locations in Alaska

513_RatePlanId

Table 15: On-Site Installation

Discount: onsite_install %

MIS Speed	Undiscounted MIS w/ Managed Router Only Installation Fee
56 Kbps	$999
128 Kbps - 1.5 Mbps	$999
NxT-1	$999
Tiered/Full T-3	$1,000
Tiered OC-3, OC-12, OC-48	$10,000
Ethernet	$1,500*
10 Gig Ethernet and up	$1,500
Nx10Gig Ethernet	$3,500

* Pricing also applies to Service locations in Alaska

Table 16: ATM* and Tiered OC-3

Discount: OC3T %

Speed	Undiscounted MIS MRC	Undiscounted MIS w/Managed Router MRC
2 Mbps	$590	$885
3 Mbps	$850	$1,145
4 Mbps	$1,075	$1,370
5 Mbps	$1,125	$1,420
6 Mbps	$1,250	$1,545
7 Mbps	$1,415	$2,295
8 Mbps	$1,565	$2,445
9 Mbps	$1,715	$2,595
10 Mbps	$1,840	$2,720
15 Mbps	$2,465	$3,345
20 Mbps	$3,090	$3,970
25 Mbps	$3,725	$4,605
30 Mbps	$4,350	$5,230
35 Mbps	$4,990	$5,870
40 Mbps	$5,615	$6,495
45 Mbps	$6,250	$7,130
60 Mbps	$7,825	$9,005
155 Mbps (not available with ATM)	$17,800	$18,980

NOT FOR EXECUTION - SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

* ATM not available with MPLS PNT

Table 17: Burstable OC-3

Discount: OC3B %

Sustained Usage	Undiscounted MIS MRC	Undiscounted MIS w/Managed Router MRC
Up to 35.0 Mbps	$5,990	$6,870
35.01 to 45.0 Mbps	$7,515	$8,395
45.01 to 55.0 Mbps	$8,765	$9,945
55.01 to 65.0 Mbps	$10,025	$11,205
65.01 to 75.0 Mbps	$11,290	$12,470
75.01 to 85.0 Mbps	$12,550	$13,730
85.01 to 100.0 Mbps	$14,440	$15,620
100.01 to 125.0 Mbps	$17,590	$18,770
125.01 to 155.0 Mbps	$21,365	$22,545

Table 18: Flexible Bandwidth Billing Option - Burstable OC-3

MIS & MIS w/Managed Router Discount: OC3H Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: OC3H_u Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted MIS MRC	Undiscounted MIS w/ Managed Router MRC	Undiscounted Incremental Usage Fee
MIS & MIS w/ Managed Router Discount for the following: OC3H1			Incremental Usage Fee Discount for the following: OC3H1_u
35 Mbps	$4,990	$5,870	$175
40 Mbps	$5,615	$6,495	$170
45 Mbps	$6,250	$7,130	$170
MIS & MIS w/ Managed Router Discount for the following: OC3H2			Incremental Usage Fee Discount for the following: OC3H2_u
60 Mbps	$7,825	$9,005	$160
70 Mbps	$8,875	$10,055	$155
80 Mbps	$9,925	$11,105	$150
90 Mbps	$10,975	$12,155	$150
MIS & MIS w/ Managed Router Discount for the following: OC3H3			Incremental Usage Fee Discount for the following: OC3H3_u
100 Mbps	$12,025	$13,205	$145
120 Mbps	$14,125	$15,305	$145
144 Mbps	$16,225	$17,405	$140
155 Mbps	$17,800	$18,980	N/A

NOT FOR EXECUTION - SAMPLE ONLY

Table 19: Tiered OC-12

Discount: OC12T %

Speed	Undiscounted MIS MRC	Undiscounted MIS w/Managed Router MRC
622 Mbps	$50,700	$52,505

Table 20: Burstable OC-12

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

Discount: OC12B %

Speed	Undiscounted MIS MRC	Undiscounted MIS w/Managed Router MRC
Up to 75.0 Mbps	$11,290	$12,470
75.01 to 150.0 Mbps	$18,750	$19,930
150.01 to 225.0 Mbps	$26,215	$27,395
225.01 to 300.0 Mbps	$33,665	$35,470
300.01 to 375.0 Mbps	$40,040	$41,845
375.01 to 450.0 Mbps	$46,415	$48,220
450.01 to 525.0 Mbps	$52,715	$54,520
525.01 to 622.0 Mbps	$60,850	$62,655

Table 21: Flexible Bandwidth Billing Option - Burstable OC-12

MIS & MIS w/Managed Router Discount: OC12H **Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.**			**Incremental Usage Fee Discount: OC12H_u** **This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.**
Tiered Bandwidth Minimum Commitment	**Undiscounted MIS MRC**	**Undiscounted MIS w/ Managed Router MRC**	**Undiscounted Incremental Usage Fee**
MIS & MIS w/ Managed Router Discount for the following: OC12H1			**Incremental Usage Fee Discount for the following: OC12H1_u**
70 Mbps	$8,875	$10,055	$155
80 Mbps	$9,925	$11,105	$150
90 Mbps	$10,975	$12,155	$150
MIS & MIS w/ Managed Router Discount for the following: OC12H2			**Incremental Usage Fee Discount for the following: OC12H2_u**
100 Mbps	$12,025	$13,205	$145
120 Mbps	$14,125	$15,305	$145
144 Mbps	$16,225	$17,405	$140
155 Mbps	$17,800	$18,980	$140
MIS & MIS w/Managed Router Discount for the following: OC12H3			**Incremental Usage Fee Discount for the following: OC12H3_u**
200 Mbps	$20,975	$22,780	$130
250 Mbps	$24,515	$26,320	$120
300 Mbps	$28,050	$29,855	$115
350 Mbps	$31,600	$33,405	$110
MIS & MIS w/ Managed Router Discount for the following: OC12H4			**Incremental Usage Fee Discount for the following: OC12H4_u**
400 Mbps	$35,140	$36,945	$110
450 Mbps	$38,675	$40,480	$105
500 Mbps	$42,215	$44,020	$105
550 Mbps	$45,750	$47,555	$100
600 Mbps	$49,290	$51,095	$100
622 Mbps	$50,700	$52,505	N/A

Table 22: Tiered OC-48

NOT FOR EXECUTION - SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

Discount: OC48T %

Speed	Undiscounted MIS MRC	Undiscounted MIS w/Managed Router MRC
2.5 Gbps	$196,000	$199,055

Table 23: Burstable OC-48

Discount: OC48B %

Sustained Usage	Undiscounted MIS MRC	Undiscounted MIS w/Managed Router MRC
Up to 1250 Mbps	$121,500	$124,555
1251 to 1350 Mbps	$130,975	$134,030
1351 to 1450 Mbps	$140,450	$143,505
1451 to 1550 Mbps	$149,925	$152,980
1551 to 1650 Mbps	$159,400	$162,455
1651 to 1750 Mbps	$168,875	$171,930
1751 to 1850 Mbps	$178,350	$181,405
1851 to 1950 Mbps	$187,825	$190,880
1951 to 2050 Mbps	$197,300	$200,355
2051 to 2150 Mbps	$206,775	$209,830
2151 to 2250 Mbps	$216,250	$219,305
2251 to 2350 Mbps	$225,725	$228,780
2351 to 2450 Mbps	$235,200	$238,255

Table 24: Flexible Bandwidth Billing Option - Burstable OC-48

MIS & MIS w/ Managed Router Discount: OC48H **Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.**			**Incremental Usage Fee Discount: OC48H_u** **Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.**
Tiered Bandwidth Minimum Commitment	**Undiscounted MIS MRC**	**Undiscounted MIS w/ Managed Router MRC**	**Undiscounted Incremental Usage Fee**
MIS & MIS w/ Managed Router Discount for the following: OC48H1			**Incremental Usage Fee Discount for the following: OC48H1_u**
600 Mbps	$49,290	$51,095	$100
622 Mbps	$50,700	$52,505	$100
700 Mbps	$56,365	$58,170	$100
MIS & MIS w/ Managed Router Discount for the following: OC48H2			**Incremental Usage Fee Discount for the following: OC48H2_u**
800 Mbps	$63,440	$65,245	$100
1250 Mbps	$101,250	$104,305	$100
MIS & MIS w/ Managed Router Discount for the following: OC48H3			**Incremental Usage Fee Discount for the following: OC48H3_u**
1550 Mbps	$125,000	$128,055	$100
1850 Mbps	$148,750	$151,805	$100
2150 Mbps	$172,500	$175,555	$100
2450 Mbps	$196,000	$199,055	N/A

Old_RatePlanId

NOT FOR EXECUTION - SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

Table 25: Flexible Bandwidth Billing Option – Ethernet*

MIS & MIS w/Managed Router Discount: Gig_E **Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.**			**Incremental Usage Fee Discount: GigE_u** **Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.**
Tiered Bandwidth Minimum Commitment	**Undiscounted MIS MRC**	**Undiscounted MIS w/ Managed Router MRC**	**Undiscounted Incremental Usage Fee**
MIS & MIS w/ Managed Router Discount for the following: Gig_E1			**Incremental Usage Fee Discount for the following: GigE1_u**
0.5 Mbps	$390	$460	$940
1.0 Mbps	$425	$495	$510
1.5 Mbps	$470	$540	$380
2 Mbps	$590	$885	$355
3 Mbps	$850	$1,145	$340
4 Mbps	$1,075	$1,370	$325
5 Mbps	$1,125	$1,420	$270
6 Mbps	$1,250	$1,545	$250
7 Mbps	$1,415	$2,295	$245
8 Mbps	$1,565	$2,445	$235
9 Mbps	$1,715	$2,595	$230
MIS & MIS w/ Managed Router Discount for the following: Gig_E2			**Incremental Usage Fee Discount for the following: GigE2_u**
10 Mbps	$1,840	$2,720	$225
15 Mbps	$2,465	$3,345	$200
20 Mbps	$3,090	$3,970	$190
25 Mbps	$3,725	$4,605	$180
MIS & MIS w/ Managed Router Discount for the following: Gig_E3			**Incremental Usage Fee Discount for the following: GigE3_u**
30 Mbps	$4,350	$5,230	$175
35 Mbps	$4,990	$5,870	$175
40 Mbps	$5,615	$6,495	$170
45 Mbps	$6,250	$7,130	$170
MIS & MIS w/ Managed Router Discount for the following: Gig_E4			**Incremental Usage Fee Discount for the following: GigE4_u**
50 Mbps	$6,770	$7,815	$165
60 Mbps	$7,825	$9,005	$160
70 Mbps	$8,875	$10,055	$155
75 Mbps	$9,410	$10,595	$155
80 Mbps	$9,925	$11,105	$150
90 Mbps	$10,975	$12,155	$150
MIS & MIS w/ Managed Router Discount for the following: Gig_E5			**Incremental Usage Fee Discount for the following: GigE5_u**
100 Mbps	$12,025	$13,205	$145
120 Mbps	$14,125	$15,305	$145
144 Mbps	$16,225	$17,405	$140
150 Mbps	$17,065	$18,250	$140
155 Mbps	$17,800	$18,980	$140
MIS & MIS w/ Managed Router Discount for the following: Gig_E6			**Incremental Usage Fee Discount for the following: GigE6_u**
200 Mbps	$20,975	$22,780	$130

NOT FOR EXECUTION - SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

250 Mbps	$24,515	$26,320	$120
300 Mbps	$28,050	$29,855	$115
350 Mbps	$31,600	$33,405	$110
MIS & MIS w/ Managed Router Discount for the following: Gig_E7			**Incremental Usage Fee Discount for the following: GigE7_u**
400 Mbps	$35,140	$36,945	$110
450 Mbps	$38,675	$40,480	$105
500 Mbps	$42,215	$44,020	$105
550 Mbps	$45,750	$47,555	$100
600 Mbps	$49,290	$51,095	$100
622 Mbps	$50,700	$52,505	$100
MIS & MIS w/ Managed Router Discount for the following: Gig_E8			**Incremental Usage Fee Discount for the following: GigE8_u**
700 Mbps	$56,365	$58,170	$100
800 Mbps	$63,440	$65,245	$100
900 Mbps	$70,875	$73,930	$100
1000 Mbps	$78,250	$81,305	N/A

* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska)

513_RatePlanId

Table 26: Flexible Bandwidth Billing Option – Ethernet*

MIS & MIS w/Managed Router DIscount: Gig_E **Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.**			**Incremental Usage Fee Discount: GigE_u** **Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.**
Tiered Bandwidth Minimum Commitment	**Undiscounted MIS MRC**	**Undiscounted MIS w/ Managed Router MRC**	**Undiscounted Incremental Usage Fee**
MIS & MIS w/ Managed Router Discount for the following: Gig_E1			**Incremental Usage Fee Discount for the following: GigE1_u**
0.5 Mbps	$257	$385	$940
1.0 Mbps	$258	$386	$510
1.5 Mbps	$259	$387	$380
2 Mbps	$260	$388	$355
3 Mbps	$261	$389	$340
4 Mbps	$262	$390	$325
5 Mbps	$263	$391	$270
6 Mbps	$264	$392	$250
7 Mbps	$265	$393	$245
8 Mbps	$266	$394	$235
9 Mbps	$267	$395	$230
MIS & MIS w/ Managed Router Discount for the following: Gig_E2			**Incremental Usage Fee Discount for the following: GigE2_u**
10 Mbps	$268	$396	$198.00
15 Mbps	$359	$487	$162.33
20 Mbps	$449	$577	$144.25
25 Mbps	$542	$670	$134.00
MIS & MIS w/ Managed Router Discount for the following: Gig_E3			**Incremental Usage Fee Discount for the following: GigE3_u**
30 Mbps	$633	$761	$126.83

NOT FOR EXECUTION - SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

35 Mbps	$680	$854	$122.00
40 Mbps	$812	$945	$118.13
45 Mbps	$817	$950	$105.56
MIS & MIS w/ Managed Router Discount for the following: Gig_E4			**Incremental Usage Fee Discount for the following: GigE4_u**
50 Mbps	$813	$955	$95.50
60 Mbps	$946	$1,100	$91.67
70 Mbps	$1,032	$1,200	$85.71
75 Mbps	$1,118	$1,300	$86.67
80 Mbps	$1,204	$1,420	$88.75
90 Mbps	$1,290	$1,500	$83.33
MIS & MIS w/ Managed Router Discount for the following: Gig_E5			**Incremental Usage Fee Discount for the following: GigE5_u**
100 Mbps	$1,400	$1,555	$77.75
120 Mbps	$1,770	$1,937	$80.71
144 Mbps	$1,790	$1,960	$68.06
150 Mbps	$1,800	$1,965	$65.50
155 Mbps	$1,820	$2,020	$65.16
MIS & MIS w/ Managed Router Discount for the following: Gig_E6			**Incremental Usage Fee Discount for the following: GigE6_u**
200 Mbps	$2,000	$2,100	$52.50
250 Mbps	$2,150	$2,240	$44.80
300 Mbps	$2,250	$2,620	$43.67
350 Mbps	$2,500	$3,125	$44.64
MIS & MIS w/ Managed Router Discount for the following: Gig_E7			**Incremental Usage Fee Discount for the following: GigE7_u**
400 Mbps	$2,700	$3,380	$42.25
450 Mbps	$3,000	$3,720	$41.33
500 Mbps	$3,500	$4,325	$43.25
550 Mbps	$3,650	$4,425	$40.23
600 Mbps	$4,096	$4,840	$40.33
622 Mbps	$4,117	$5,000	$40.19
MIS & MIS w/ Managed Router Discount for the following: Gig_E8			**Incremental Usage Fee Discount for the following: GigE8_u**
700 Mbps	$4,199	$5,240	$37.43
800 Mbps	$4,301	$5,440	$34.00
900 Mbps	$4,403	$5,540	$30.78
1000 Mbps	$4,505	$5,620	$28.10

* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska)

Old_RatePlanId

Table 27: Flexible Bandwidth Billing Option – MIS 10 Gig Ethernet*#

MIS & MIS w/Managed Router Discount: 10Gig **Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.**		**Incremental Usage Fee Discount: 10Gig_u** **Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.**
Tiered Bandwidth Minimum Commitment	**Undiscounted MIS MRC**	**Undiscounted Incremental Usage Fee**
MIS Discount for the following: 10Gig_E		**Incremental Usage Fee Discount for the following: 10GigE_u**

NOT FOR EXECUTION - SAMPLE ONLY

.5 Gbps	$42,215	$84.43
1.0 Gbps	$78,250	$78.25
MIS Discount for the following: 10Gig_E1		**Incremental Usage Fee Discount for the following: 10GigE1_u**
1.5 Gbps	$119,625	$79.75
2.0 Gbps	$161,000	$80.50
2.5 Gbps	$196,000	$80.25
MIS Discount for the following: 10Gig_E2		**Incremental Usage Fee Discount for the following: 10GigE2_u**
3.0 Gbps	$240,000	$80.00
3.5 Gbps	$279,125	$79.75
4.0 Gbps	$318,000	$79.50
MIS Discount for the following: 10Gig_E3		**Incremental Usage Fee Discount for the following: 10GigE3_u**
4.5 Gbps	$356,625	$79.25
5.0 Gbps	$390,000	$78.00
5.5 Gbps	$433,125	$78.75
6.0 Gbps	$471,000	$78.50
MIS Discount for the following: 10Gig_E4		**Incremental Usage Fee Discount for the following: 10GigE4_u**
6.5 Gbps	$508,625	$78.25
7.0 Gbps	$539,000	$77.00
7.5 Gbps	$583,125	$77.75
8.0 Gbps	$620,000	$77.50
MIS Discount for the following: 10Gig_E5		**Incremental Usage Fee Discount for the following: 10GigE5_u**
8.5 Gbps	$656,625	$77.25
9.0 Gbps	$684,000	$76.00
9.5 Gbps	$719,625	$75.75
10.0 Gbps	$755,000	$75.50

* Service not available with MPLS PNT
# Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska)

513_RatePlanId

Table 28: Flexible Bandwidth Billing Option – MIS 10 Gig Ethernet*#

MIS & MIS w/Managed Router Discount: 10Gig **Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.**			**Incremental Usage Fee Discount: 10Gig_u** **Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.**
Tiered Bandwidth Minimum Commitment	**Undiscounted MIS MRC**	**Undiscounted MIS w/ Managed Router MRC**	**Undiscounted Incremental Usage Fee**
MIS Discount for the following: 10Gig_E			**Incremental Usage Fee Discount for the following: 10GigE_u**
.5 Gbps	$5,658	$7,000	$70.00
1.0 Gbps	$6,400	$9,950	$49.75
MIS Discount for the following: 10Gig_E1			**Incremental Usage Fee Discount for the following: 10GigE1_u**
1.5 Gbps	$8,727	$10,909	$36.36
2.0 Gbps	$9,091	$12,276	$30.69
2.5 Gbps	$11,244	$15,215	$30.43

NOT FOR EXECUTION - SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

MIS Discount for the following: 10Gig_E2			**Incremental Usage Fee Discount for the following: 10GigE2_u**
3.0 Gbps	$13,309	$17,981	$29.97
3.5 Gbps	$14,400	$19,462	$27.80
4.0 Gbps	$16,015	$21,591	$26.99
MIS Discount for the following: 10Gig_E3			**Incremental Usage Fee Discount for the following: 10GigE3_u**
4.5 Gbps	$16,771	$22,720	$25.24
5.0 Gbps	$18,196	$24,553	$24.55
5.5 Gbps	$19,636	$26,502	$24.09
6.0 Gbps	$21,309	$28,768	$23.97
MIS Discount for the following: 10Gig_E4			**Incremental Usage Fee Discount for the following: 10GigE4_u**
6.5 Gbps	$22,589	$30,499	$23.46
7.0 Gbps	$24,218	$32,727	$23.38
7.5 Gbps	$25,760	$34,793	$23.20
8.0 Gbps	$26,953	$36,387	$22.74
MIS Discount for the following: 10Gig_E5			**Incremental Usage Fee Discount for the following: 10GigE5_u**
8.5 Gbps	$28,233	$38,115	$22.42
9.0 Gbps	$28,931	$39,069	$21.71
9.5 Gbps	$29,527	$39,855	$20.98
10.0 Gbps	$30,909	$41,716	$20.86

* Service not available with MPLS PNT
# Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska)

MISIPA22 MISIPA31 MISIPA44 MISIPA61 MISIPA1215 MISIPA1815 MISIPA243 MISIPA456

Table 29: Integrated Port and Access

Bandwidth	Undiscounted MIS MRC	Undiscounted MIS w/ Managed Router MRC	Discount
2 Mbps/2 Mbps	$868.00	$1,000.00	MISIPA22 %
3 Mbps/1 Mbps	$829.00	$961.00	MISIPA31 %
4 Mbps/4 Mbps	$1,053.00	$1,184.00	MISIPA44 %
6 Mbps/1 Mbps	$921.00	$1,053.00	MISIPA61 %
12 Mbps/1.5 Mbps	$1,316.00	$1,447.00	MISIPA1215 %
18 Mbps/1.5 Mbps	$1,447.00	$1,579.00	MISIPA1815 %
24 Mbps/3 Mbps	$1,645.00	$1,776.00	MISIPA243 %
45 Mbps/6 Mbps	$2,132.00	$2,263.00	MISIPA456 %

10_40Gbps 20_40Gbps 30_40Gbps 40_40Gbps

Table 30: Flat Rate Billing Option - MIS 40 Gig (Ethernet or OTN)*#

NOT FOR EXECUTION - SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

40GbpsEthernet or OTN – Flate Rate Billing Option			
Speed	**Undiscounted MIS MRC**	**Undiscounted MIS w/ Managed Router MRC**	**Discount**
10 Gbps	$34,457	$43,102	10_40Gbps %
20 Gbps	$39,766	$49,999	20_40Gbps %
30 Gbps	$49,237	$67,242	30_40Gbps %
40 Gbps	$62,871	$84,485	40_40Gbps %

* Service not available with MPLS PNT

40_100Gbps 50_100Gbps 60_100Gbps 70_100Gbps 80_100Gbps 90_100Gbps 100_100Gbps

Table 31: Flat Rate Billing Option - MIS 100 Gig (Ethernet or OTN)*#

MIS 100 Gig (Ethernet or OTN)*# – Flat Rate Billing Option			
Speed	**Undiscounted MIS MRC**	**Undiscounted MIS w/ Managed Router MRC**	**Discount**
40 Gbps	$62,871	$84,485	40_100Gbps %
50 Gbps	$73,393	$98,789	50_100Gbps %
60 Gbps	$78,957	$105,623	60_100Gbps %
70 Gbps	$84,800	$112,799	70_100Gbps %
80 Gbps	$90,934	$120,334	80_100Gbps %
90 Gbps	$97,376	$128,245	90_100Gbps %
100 Gbps	$104,174	$136,595	100_100Gbps %

* Service not available with MPLS PNT
Table 32: Flexible Bandwidth Billing Option – MIS 40 Gig (Ethernet or OTN)*#

Discount applied to MIS & MIS w/Managed Router: 40Gig_E			Incremental Usage Fee Discount: 40GigE_u
Tiered Bandwidth Minimum Commitment	**Undiscounted MIS MRC**	**Undiscounted MIS w/ Managed Router MRC**	**Undiscounted Incremental Usage Fee Per Mbps**
10 Gbps	$34,457	$7,000	$2.00
20 Gbps	$39,766	$10,909	$2.00
30 Gbps	$49,237	$17,981	$2.00
40 Gbps	$62,871	$22,720	N/A

* Service not available with MPLS PNT
# Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska)
Table 33: Flexible Bandwidth Billing Option – MIS 100 Gig (Ethernet or OTN)*#

Discount applied to MIS & MIS w/Managed Router: 100Gig			Incremental Usage Fee Discount: 100Gig_u
Tiered Bandwidth Minimum Commitment	**Undiscounted MIS MRC**	**Undiscounted MIS w/ Managed Router MRC**	**Undiscounted Incremental Usage Fee Per Mbps**
40 Gbps	$62,871	$7,000	$1.35
50 Gbps	$73,393	$10,909	$1.35
60 Gbps	$78,957	$17,981	$1.35
70 Gbps	$84,800	$22,720	$1.35
80 Gbps	$90,934	$30,499	$1.35
90 Gbps	$97,376	$38,115	$1.35
100 Gbps	$104,174	$46,963	N/A

* Service not available with MPLS PNT
# Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska)

NOT FOR EXECUTION - SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

Table 34: Class Of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Charges

Discount: cos_mo %

Speed	Class of Service MIS & MIS w/ Managed Router MRC*#
56 Kbps**	$225
128 Kbps**	$225
256 Kbps**	$225
384 Kbps**	$225
512 Kbps**	$225
768 Kbps	$225
1024 Kbps**†	$225
1.5 Mbps	$225
2xT-1 (3 Mbps)	$225
3xT-1 (4.5 Mbps)	$225
4xT-1 (6 Mbps)	$225
5xT-1 (7.5 Mbps)	$225
6xT-1 (9 Mbps)	$225
7xT-1 (10.5 Mbps)	$225
8xT-1 (12 Mbps)	$225
10 Mbps	$825
15 Mbps	$1,075
20 Mbps	$1,325
25 Mbps	$1,575
30 Mbps	$1,825
35 Mbps	$2,100
40 Mbps	$2,350
45 Mbps	$2,750
155 Mbps	$2,750

* Charges waived for Sites with AT&T BVoIP Service
**no real-time class available
(†) Speed not available with MPLS PNT
Pricing also applies to Service locations in Alaska

Table 35: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Charges

Discount: cos_mo %

Speed	Undiscounted MIS & MIS w Managed Router MRC *#
Up to 1.5 Mbps	$225
2.0 Mbps	$285
2.01 - 3.0 Mbps	$360
3.01 - 4.0 Mbps	$435
4.01 - 5.0 Mbps	$510
5.01 - 6.0 Mbps	$575
6.01 - 7.0 Mbps	$640
7.01 - 8.0 Mbps	$705
8.01 - 9.0 Mbps	$765
9.01 to 10.0 Mbps	$825
10.01 to 15.0 Mbps	$1,075
15.01 - 20.0 Mbps	$1,325
20.01 - 25.0 Mbps	$1,575
25.01 - 30.0 Mbps	$1,825

NOT FOR EXECUTION - SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

30.01 - 35.0 Mbps	$2,100
35.01 - 40.0 Mbps	$2,350
40.01 – 45 Mbps	$2,750
45.01 – 155 Mbps	$5,000
200 - 250 Mbps	$5,400
300 - 350 Mbps	$5,800
400 - 600 Mbps	$6,200
622 Mbps	$7,000
700 – 1000 Mbps	$7,800
1.5 Gbps**	$7,900
2.0 Gbps**	$8,000
2.5 Gbps**	$8,100
3.0 Gbps**	$8,200
3.5 Gbps**	$8,300
4.0 Gbps**	$8,400
4.5 Gbps**	$8,500
5.0 Gbps**	$8,600
5.5 Gbps**	$8,700
6.0 Gbps**	$8,800
6.5 Gbps**	$8,900
7.0 Gbps**	$9,000
7.5 Gbps**	$9,100
8.0 Gbps**	$9,200
8.5 Gbps**	$9,300
9.0 Gbps**	$9,400
9.5 Gbps**	$9,500
10.0 Gbps and up**	$9,600

*Charges waived for Sites with AT&T BVoIP Service
** Speed not available with MPLS PNT
# Pricing also applies to Service locations in Alaska

Aggregate_Billing_Option

Table 36: Class Of Service Option – Aggregate Billing Option - Monthly Charges**

Discount: cos_mo %

Speed	Undiscounted MIS & MIS w Managed Router MRC *#
T3 (up to 45 Mbps)	$2,750
OC3 (up to 155 Mbps)	$5,000
OC12 (up to 622 Mbps)	$7,000
Ethernet (up to 1000 Mbps)	$7,800
OC48 (up to 2500 Mbps)	$8,100
10 Gigabit Ethernet (up to 10000 Mbps) and up	$9,600

*Charges waived for Sites with AT&T BVoIP Service
**Not available with MPLS PNT

Table 37: Class Of Service Option - Installation Fees

Discount: cos_nrc %

Class of Service Undiscounted Installation Fee*#	$1,000

*Charges waived for Sites with AT&T BVoIP Service

NOT FOR EXECUTION SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

Pricing also applies to Service locations in Alaska

Table 38: MIS+NCS Option

Discount: mis_ncs %

Feature	Undiscounted MIS Only MRC
MIS + NCS Site License Fee (3 yr)	$1,200
MIS + NCS Site License Fee (5 yr)	$1,050
MIS + NCS Tier 1 Support	$100

Table 39: MIS + NCS Installation

Discount: ncs_prep_nrc %

Feature	Undiscounted MIS Installation Fee
MIS + NCS Site Preparation	$2,500

Table 40: MPLS PNT Feature

Discount: mpls_ocx_mo %

Access Method	Speed	Undiscounted MIS & MIS w/Managed Router MRC*
Private Line Fractional T-1 (56K – 768K)	Fractional T-1 (56K – 768K)	$200
Private Line NxT-1 (2 through 8)	Private Line NxT-1 (3 Mbps – 12 Mbps)	$200
Private Line T1	T-1 (1.54 Mbps)	$200
Private Line T3	2 Mbps (Hi-Cap Flex T3)	$1,000
Private Line T3	3 Mbps (Hi-Cap Flex T3)	$1,000
Private Line T3	4 Mbps (Hi-Cap Flex T3)	$1,000
Private Line T3	5 Mbps (Hi-Cap Flex T3)	$1,000
Private Line T3	6 Mbps (Hi-Cap Flex T3)	$1,000
Private Line T3	7 Mbps (Hi-Cap Flex T3)	$1,000
Private Line T3	8 Mbps (Hi-Cap Flex T3)	$1,000
Private Line T3	9 Mbps (Hi-Cap Flex T3)	$1,000
Private Line T3	10 Mbps (Hi-Cap Flex T3 or Fractional T3)	$1,000
Private Line T3	15 Mbps (Hi Cap Flex T3 or Fractional T3)	$1,000
Private Line T3	20 Mbps (Hi-cap Flex T3, or Fractional T3)	$2,000
Private Line T3	25 Mbps(Hi-cap Flex T3, or Fractional T3)	$2,000
Private Line T3	30 Mbps (Hi-cap Flex T3, or Fractional T3)	$2,000
Private Line T3	35 Mbps (Hi-cap Flex T3, or Fractional T3)	$2,000
Private Line T3	40 Mbps (Hi-cap Flex T3, or Fractional T3)	$2,000
Private Line T3	45 Mbps (Full T3)	$2,000
Private Line T3	6-45 Mbps (Burstable T3)	$2,000
Private Line OC3	OC-3 (35-155 Mbps) Flat rate, Burstable, or Hi-Cap flex	$5,000
Private Line OC12	OC-12 (70-622 Mbps) Flat rate, Hi-Cap Flex, or Burstable	$10,000
Private Line OC48	OC-48 (600-2500 Mbps) Flat rate, Hi-Cap Flex or Burstable	$20,000
Ethernet	512 Kbps - 1.5 Mbps	$200
Ethernet	2 - 15 Mbps	$1,000
Ethernet	15.01 – 45 Mbps	$2,000
Ethernet	45.01 - 155 Mbps	$5,000
Ethernet	155.01 - 622 Mbps	$10,000

DRAFT FOR EXECUTION - SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

Access Method	Speed	Undiscounted MIS & MIS w/Managed Router MRC*
Ethernet	622.01 - 1000 Mbps	$20,000

* Subject to availability, pricing also applies to Service locations in Alaska

Table 41: MPLS PNT UniLink Feature

Discount: UniLink %

Access Method	Speed	Undiscounted MIS PNT and MIS PNT w/ Managed Router* MRC
Private Line OC-3	OC-3 (35-155 Mbps) Flat rate, Burstable, or Hi-Cap flex	$5,000
Private Line OC-12	OC-12 (70-622 Mbps) Flat rate, Hi-Cap Flex, or Burstable	$10,000
Private Line OC-48	OC-48	$20,000
Ethernet	512 Kbps – 1.5 Mbps	$200
Ethernet	2 - 45 Mbps	$2,000
Ethernet	45.01-155 Mbps	$5,000
Ethernet	155.01-622 Mbps	$10,000
Ethernet	622.01-1000 Mbps	$20,000

* Subject to availability, pricing also applies to Service locations in Alaska

T3mbps OC3mbps OC12mbps ETHmbps OC48mbps 10GIGmbps

Table 42: Aggregate Pricing* – Minimum Bandwidth Commitments

Port Access Speed	Minimum Bandwidth Commitment, per Port
T3	T3mbps
OC3	OC3mbps
OC12	OC12mbps
Ethernet	ETHmbps
OC48	OC48mbps
10 Gigabit Ethernet	10GIGmbps

*Not available with MPLS PNT

Table 43: Aggregate Pricing*

Usage Algorithm Selected: usage_alg

Sustained Usage Level: sust_usage

Price Point Calculation: prpt_calc

Total Aggregate Usage		T3	OC3	OC12	OC48	Gigabit Ethernet	10 Gig Ethernet
From	To	Price/Mbps	Price/Mbps	Price/Mbps	Price/Mbps	Price/Mbps	Price/Mbps
<DS>AGGRPRIC</DS> <CL>from</CL>	<CL>to</CL>	<CL>t3</CL>	<CL>oc3</CL>	<CL>oc12</CL>	<CL>oc48</CL>	<CL>eth</CL>	<CL>gig</CL>

*Not available with MPLS PNT

Table 44: Revenue Based Discount Reward Plan*

Monthly Net Billing	Additional Discount

NOT FOR EXECUTION - SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

From	To	
<DS>MISDISC</DS> <CL>from</CL>	<CL>to</CL>	<CL>perc</CL>

*Not applicable to MPLS PNT

DEL_LOCAL_ACCESS

Table 45: Local Access

Local access prices listed below are for orders placed within 12 months of this Pricing Schedule Effective Date ("Local Access Pricing Term"). All local access orders placed after the expiration of the Local Access Pricing Term will be treated on an individual case basis, and set out in a Pricing Addendum signed by the parties or an AT&T order form signed by Customer and accepted by AT&T, as applicable.

NPA/NXX	Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
<DS>LAcces</DS> <CL>NPANXX</CL>	<CL>Loc</CL>	<CL>AVPNAccBand</CL>	<CL>AVPNLANRC</CL>	<CL>AVPNLARC</CL>

replacement_mo onsite_maintenance_mo lifecycle_management_nrc COS_BIB_MO

Section II: AT&T Business in a BoxSM

replacement_mo

Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges

Discount: replacement_mo %

Service Component / Device	Undiscounted MRC*
Base Unit NextGen	$50
Base Unit 12 Port	$50
Base Unit 24 Port	$70
Base Unit High Bandwidth	$70
8 Port Analog Module Add-On	$35
24 Port Analog Module Add-On	$70

* Pricing also applies to Service locations in Alaska

onsite_maintenance_mo

Table 2: On-Site Maintenance (24X7X4) Monthly Charges

Discount: onsite_maintenance_mo %

Option	Undiscounted MRC*
Base Unit NextGen	$75
Base Unit 12 Port	$75
Base Unit 24 Port	$95
Base Unit High Bandwidth	$95
8 Port Analog Module Add-On	$40
24 Port Analog Module Add-On	$80

* Pricing also applies to Service locations in Alaska

NOT FOR EXECUTION - SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

lifecycle_management_nrc

Table 3: Life-Cycle Management Charges - Service Charges

Discount: lifecycle_management_nrc %

Per Site / Per Occurrence during Standard Business Hours (Monday- Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Charge *
Move, Addition, Change to Service	$260
Delete Service	$500

* Pricing also applies to Service locations in Alaska

COS_BIB_MO

Table 4: Class Of Service Option - when ordered with AT&T BVoIP Services only

Discount: 100%

Class of Service Monthly Charges	$225*

* Pricing also applies to Service locations in Alaska

ip_version_change_nrc

Table 5: IP Version Change

Discount: ip_version_change_nrc %

IP Version Change – Per Site, Per Occurrence	$500*

* Pricing also applies to Service locations in Alaska

fw_rb_mo fw_sb_mo fw_rb_nrc fw_sb_nrc fw_hb_mo fw_hb_nrc fw_ahb_nrc fw_sbop_mo fw_sbop_nrc fw_tho fw_sbop_mo 501b_mo 515b_mo 515p_mo 525p_mo 525a_mo 535a_mo 501b_nrc 515b_nrc 515p_nrc 525p_nrc 525a_nrc 535a_nrc asa_vpn_mo asa_dmz_mo asa_exnet_mo asa_vpn_nrc asa_url_nrc asa_dmz_nrc asa_exnet_nrc cn_sm_a_mo cn_sm_b_mo cn_sm_c_mo cn_med_a_mo cn_med_b_mo cn_med_c_mo cn_med_d_mo cn_lrg_a_mo cn_lrg_b_mo cn_lrg_c_mo cn_lrg_d_mo cn_ha_med_mo cn_ha_lrg_mo cn_std_sm_nrc cn_std_med_nrc cn_ha_med_nrc cn_std_lrg_nrc cn_ha_lrg_nrc cn_pr_mo cn_cu_mo cn_dmz_mo cn_auth_mo cn_f2f_mo cn_Exnet_mo
cn_cpolicy_mo cn_xcpolicy_mo cn_pr_nrc cn_cu_nrc cn_dmz_nrc cn_ruvpn_nrc cn_auth_nrc cn_f2f_nrc cn_Exnet_nrc cn_cpolicy_nrc cn_xcpolicy_nrc

Section III: Managed Firewall Service

Table 1: Router-and Server-Based Firewalls-Monthly Charges

fw_rb_mo fw_sb_mo		
Option	**MRC***	**Service Component Discount**
Router Based Firewall Option	$300	fw_rb_mo %
Server Based Firewall Option	$2,500	fw_sb_mo %

* Pricing also applies to Service locations in Alaska

Table 2: Router-and Server-Based Firewalls-Installation Fees

fw_rb_nrc fw_sb_nrc		
Option	**Undiscounted Tele-Installation Fee***	**Discount**
Router Based Firewall	$2500	fw_rb_nrc %
Server Based Firewall	$5000	fw_sb_nrc %

* Pricing also applies to Service locations in Alaska

NOT FOR EXECUTION - SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

Table 3: Server-Based High-End Firewall-Monthly Charges

Discount: fw_hb_mo %

Option	Undiscounted MRC*
Hi Availability/Load Balancing (Cluster of 2 Firewalls)	$6250
Additional Firewalls in High Availability Cluster (Up to 5 total)	$2,500 per additional firewall

* Pricing also applies to Service locations in Alaska

Table 4: Server-Based High-End Firewall-Installation Fees

fw_hb_nrc fw_ahb_nrc		
Option	**Undiscounted Installation Fee***	**Additional Service Component Discount**
Managed Firewall - Hi Availability/Load Balancing (Cluster of 2 Firewalls)	$12,500	fw_hb_nrc %
Additional Firewalls in High Availability Cluster (above cluster of 2, up to a total of 5)	$5,000 per additional firewall	fw_ahb_nrc %

* Pricing also applies to Service locations in Alaska

Table 5: Server Based Firewall Options

(i) Monthly Service Charges

Discount: fw_sbop_mo %

Server-Based Firewall Option	Undiscounted MRC*
Triple Homed Option (DMZ) (Server Based)	$500
Double Homed Option (Unprotected DMZ)	$0
URL Screening (Websense)	
Managed Firewall URL Screening 100 User	$100.00
Managed Firewall URL Screening 500 User	$350.00
Managed Firewall URL Screening 1000 User	$500.00
Managed Firewall URL Screening 3000 User	$900.00
Managed Firewall URL Screening 5000 User	$1,250.00
100 Mb Ethernet Support - Managed Firewall 100Mb Ethernet	$200.00
Support For Customer-Provided Strong Authentication Server	$50.00
Managed Firewall - Support For Extranet	$750.00
Managed Firewall - Support For Remote User VPN	$0
Firewall to Firewall VPN - (AT&T Managed Firewall Location)	$500
Firewall to Firewall VPN - (Customer Managed Firewall Location)	$1000
Firewall Availability Reporting	$500
Managed Firewall - Support For Hardware Encryption Acceleration	$500

* Pricing also applies to Service locations in Alaska

NOT FOR EXECUTION - SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

(ii) Installation Fees

Discount: fw_sbop_nrc %

Firewall Option	Undiscounted Installation Fee*
Triple Homed Option (DMZ) (Server Based)	$0
Double Homed Option (Unprotected DMZ)	$200
URL Screening (Websense)	
Managed Firewall URL Screening 100 User	$350.00
Managed Firewall URL Screening 500 User	$350.00
Managed Firewall URL Screening 1000 User	$350.00
Managed Firewall URL Screening 3000 User	$350.00
Managed Firewall URL Screening 5000 User	$350.00
100 Mb Ethernet Support - Managed Firewall 100Mb Ethernet	$200.00
Support For Customer Provided Strong Authentication Server	$250.00
Managed Firewall - Support for Extranet	$500.00
Managed Firewall - Support for Remote User VPN	$1000.00
Firewall to Firewall VPN - (AT&T Managed Firewall Location)	$500
Firewall to Firewall VPN - (Customer Managed Firewall Location)	$1000
Firewall Availability Reporting	$500
Managed Firewall - Support For Hardware Encryption Acceleration	$500

* Pricing also applies to Service locations in Alaska

Table 6: Triple-Homed Option - Router-based

Discount: fw_tho %

Option	Undiscounted Installation Fee*
Triple Homed Option	$500

*Subject to availability, pricing also applies to Service locations in Alaska

Table 7: On-Site Maintenance/Service Level Response Time Options - Monthly Charges

Discount: fw_sbop_mo %

Maintenance/Service Level Response Time	Undiscounted MRC*
5 days/week, 8 hours/day, Next Business Day	Standard - available at no additional charge
5 days/week, 8 hours/day, 4 Business Hours	$150.00
7 days/week. 8 hours/day Next Business Day	$300.00
7 days/week, 24 hours/day, 4 Business Hours	$500.00

*Subject to availability, pricing also applies to Service locations in Alaska

Table 8: MFS -- CASA Option -
Monthly Charges

501b_mo 515b_mo 515p_mo 525p_mo 525a_mo 535a_mo		
Option	**Undiscounted MRC***	**Service Component Discount**
Small Office	$500.00	501b_mo %
Medium Office	$2,000.00	515b_mo %
Medium Office High Availability	$4,000.00	515p_mo %
Large Office High Availabilty	$7,000.00	525p_mo %
Large Office High Availability GigE	$7,500.00	525a_mo %

NOT FOR EXECUTION - SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

Extra-Large High Availability GigE	$15,000.00	535a_mo %

*Subject to availability, pricing also applies to Service locations in Alaska

Table |<DOCSN_2_1_i>|: MFS -- CASA Option - Installation Fees

501b_nrc 515b_nrc 515p_nrc 525p_nrc 525a_nrc 535a_nrc		
Option	**Undiscounted Installation Fee***	**Service Component Discount**
Small Office	$2,500.00	501b_nrc %
Medium Office	$2,500.00	515b_nrc %
Medium Office High Availability	$4,500.00	515p_nrc %
Large Office High Availabilty	$10,500.00	525p_nrc %
Large Office High Availability GigE	$11,000.00	525a_nrc %
Extra-Large High Availability GigE	$18,500.00	535a_nrc %

*Subject to availability, pricing also applies to Service locations in Alaska

Table 9: MFS -- CASA Options - Monthly Charges

asa_vpn_mo asa_dmz_mo asa_exnet_mo		
Option	**Undiscounted MRC***	**Service Component Discount**
Virtual Private Network Option	$500.00	asa_vpn_mo %
DMZ Option	$700.00	asa_dmz_mo %
Extranet Option	$700.00	asa_exnet_mo %

*Subject to availability, pricing also applies to Service locations in Alaska

Table 10: MFS -- CASA Options -Installation Fees

asa_vpn_nrc asa_url_nrc asa_dmz_nrc asa_exnet_nrc		
Option	**Undiscounted Installation Fee***	**Service Component Discount**
Virtual Private Network Option	$500.00	asa_vpn_nrc %
URL Filtering Option	$1,000.00	asa_url_nrc %
DMZ Option	$500.00	asa_dmz_nrc %
Extranet Option	$500.00	asa_exnet_nrc %

*Subject to availability, pricing also applies to Service locations in Alaska

Table 11: Managed Firewall Service - CN Option
- Standard AT&T CPE – Monthly Charges

cn_sm_a_mo cn_sm_b_mo cn_sm_c_mo cn_med_a_mo cn_med_b_mo cn_med_c_mo cn_med_d_mo cn_lrg_a_mo cn_lrg_b_mo cn_lrg_c_mo cn_lrg_d_mo			
AT&T CPE Type of CN Appliance	**Number of Users**	**Undiscounted MRC***	**Service Component Discount**
Small	1 - 25	$500	cn_sm_a_mo %
Small	26 - 50	$550	cn_sm_b_mo %
Small	51 - 100	$600	cn_sm_c_mo %
Medium	1 - 50	$1,825	cn_med_a_mo %
Medium	51 - 100	$1,975	cn_med_b_mo %
Medium	101 - 250	$2,095	cn_med_c_mo %
Medium	Unlimited	$2,500	cn_med_d_mo %
Large	1 - 50	$2,640	cn_lrg_a_mo %
Large	51 - 100	$2,820	cn_lrg_b_mo %

NOT FOR EXECUTION - SAMPLE ONLY

Large	101 - 250	$2,960	cn_lrg_c_mo %
Large	Unlimited	$3,500	cn_lrg_d_mo %

*Subject to availability, pricing also applies to Service locations in Alaska

Table 12: Managed Firewall Service - CN Option
- High Availability AT&T CPE – Monthly Charges

cn_ha_med_mo cn_ha_lrg_mo			
AT&T CPE Type of CN Appliance	**Number of Users**	**Undiscounted MRC***	**Service Component Discount**
Medium (Cluster of 2 Firewalls)	Unlimited	$3,750	cn_ha_med_mo %
Large (Cluster of 2 Firewalls)	Unlimited	$5,500	cn_ha_lrg_mo %

*Subject to availability, pricing also applies to Service locations in Alaska

Table 13: Managed Firewall Service - CN Option
- Standard and High Availability – Installation Fees

cn_std_sm_nrc cn_std_med_nrc cn_ha_med_nrc cn_std_lrg_nrc cn_ha_lrg_nrc			
AT&T CPE Type of CN Appliance	**Category of CN Appliance**	**Undiscounted Installation Fee***	**Service Component Discount**
Small	Standard	$1,000	cn_std_sm_nrc %
Medium	Standard	$5,000	cn_std_med_nrc %
Medium	High Availability	$8,250	cn_ha_med_nrc %
Large	Standard	$5,000	cn_std_lrg_nrc %
Large	High Availability	$8,250	cn_ha_lrg_nrc %

*Subject to availability, pricing also applies to Service locations in Alaska

Table 14: Managed Firewall Service - CN Option
CN Appliance Options - Monthly Charges

cn_pr_mo cn_cu_mo cn_dmz_mo cn_auth_mo cn_f2f_mo cn_Exnet_mo cn_cpolicy_mo cn_xcpolicy_mo		
Service Option	**Undiscounted MRC***	**Service Component Discount**
Professional Resource	$2,000	cn_pr_mo %
Capacity Upgrade Management	$2,000	cn_cu_mo %
Managed DMZ Support	$500	cn_dmz_mo %
Support for Customer Provided Authentication	$50	cn_auth_mo %
Firewall to Firewall VPN	$500	cn_f2f_mo %
Managed Extranet Support	$750	cn_Exnet_mo %
Managed Complex Policy: 30-100 firewall rules	$50	cn_cpolicy_mo %
Managed Extra Complex Policy: over 100 firewall rules	$250	cn_xcpolicy_mo %

*Subject to availability, pricing also applies to Service locations in Alaska

Table 15: Managed Firewall Service - CN Option
CN Appliance Options - Installation Fees

cn_pr_nrc cn_cu_nrc cn_dmz_nrc cn_ruvpn_nrc cn_auth_nrc cn_f2f_nrc cn_Exnet_nrc cn_cpolicy_nrc cn_xcpolicy_nrc		
Service Option	**Undiscounted Installation Fee***	**Service Component Discount**
Professional Resource	$5,000	cn_pr_nrc %

NOT FOR EXECUTION – SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

Capacity Upgrade Management	$5,000	cn_cu_nrc %
Managed DMZ Support	$500	cn_dmz_nrc %
Support for Remote User VPN Configuration	$1,000	cn_ruvpn_nrc %
Support for Customer Provided Authentication	$250	cn_auth_nrc %
Firewall to Firewall VPN	$500	cn_f2f_nrc %
Managed Extranet Support	$500	cn_Exnet_nrc %
Managed Complex Policy: 30-100 firewall rules	$500	cn_cpolicy_nrc %
Managed Extra Complex Policy: over 100 firewall rules	$1,000	cn_xcpolicy_nrc %

*Subject to availability, pricing also applies to Service locations in Alaska

mids_sa_mo mids_sa_nrc mids_bu_mo mids_bu_nrc

Section IV: Managed Intrusion Detection Service ("MIDS")

Table 1: MIDS Stand-alone Option - Monthly Charges

Discount: mids_sa_mo %

MIDS Option	Undiscounted MRC*
Stand alone Managed Intrusion Detection Service (MIDS) 10 MB	$2,700
Stand alone Managed Intrusion Detection Service (MIDS) 100 MB	$3,200

*Subject to availability, pricing also applies to Service locations in Alaska

Table 2: MIDS Stand-alone Option - Installation Fees

Discount: mids_sa_nrc %

MIDS Option	Undiscounted Installation Fee*
Stand Alone Managed Intrusion Detection Service (MIDS) 10 MB	$7,500
Stand Alone Managed Intrusion Detection Service (MIDS) 100 MB	$7,500

*Subject to availability, pricing also applies to Service locations in Alaska

Table 3: MIDS Bundled Option - Monthly Charges

Discount: mids_bu_mo %

MIDS Option	Undiscounted MRC*
Bundled with MFS-SB Managed Intrusion Detection Service (MIDS) 10 MB	$2,250
Bundled with MFS-SB Managed Intrusion Detection Service (MIDS) 100 MB	$2,750

*Subject to availability, pricing also applies to Service locations in Alaska

Table 4: MIDS Bundled Option - Installation Fees

Discount: mids_bu_nrc %

MIDS Option	Undiscounted Installation Fee*
Bundled with MFS-SB Managed Intrusion Detection Service (MIDS) 10 MB	$3,000
Bundled with MFS-SB Managed Intrusion Detection Service (MIDS) 100 MB	$3,000

*Subject to availability, pricing also applies to Service locations in Alaska

Section V: Additional Service Fees

NOT FOR EXECUTION - SAMPLE ONLY

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

Moving Fee (during hours)	$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional $500 per location*

*Subject to availability, pricing also applies to Service locations in Alaska

End of Document

ERRWithNonApp

NOT FOR EXECUTION - SAMPLE ONLY

AT&T MA Reference No._____
AT&T Contract ID No. _____

AT&T SWITCHED ETHERNET SERVICE℠ (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

Customer	**AT&T**
Legal Customer Business Name Street Address: City: State/Province: Zip Code: Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: Title: Street Address: City: State/Province: Zip Code: Country: USA Telephone: Email:	Name: Street Address: City: State/Province: Zip Code: Country: USA Telephone: Email: Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: **With a copy (for Notices) to:** AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: USA Telephone: Email: Agent Code	

SAMPLE DOCUMENT. NOT ALL FIELDS WILL APPLY. ANY PRICING IS PROVIDED AS AN EXAMPLE AND NOT AN OFFER.

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.

Services purchased under this Pricing Schedule must be ordered and managed using the AT&T Network on Demand functionality in the AT&T Business Center online portal. AT&T Network on Demand is described in the Network on Demand Guide available at: http://cpr.att.com/pdf/publications/NOD_Guide.pdf, which is subject to change by AT&T from time to time. Customer's use of AT&T Network on Demand is subject to the Network on Demand Guide and Customer's acceptance of any terms and conditions associated with the Business Center online portal, and such terms take precedence over inconsistent terms in this Agreement.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

AT&T MA Reference No._____
AT&T Contract ID No. _____

AT&T SWITCHED ETHERNET SERVICE℠ (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):

SAMPLE

WK# - TBD Please sign by _____, 20xx.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____

AT&T Switched Ethernet Service℠ (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

1.1 AT&T Switched Ethernet℠ Service

Service	Service Publication (incorporated by reference)	Service Publication Location	Service Provider	Geographic Location
AT&T Switched Ethernet℠ Service	AT&T Switched Ethernet Service Guide	http://cpr.att.com/pdf/commonEthServGuide.html.	21-State AT&T ILECs*	21-State AT&T ILEC Footprint
AT&T Switched Ethernet℠ Service Third-Party Access (3PA)	AT&T Switched Ethernet℠ Service Third-Party Access (3PA) Service Guide	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE3PA	AT&T Corp**	Outside 21-State ILEC Footprint where available
*AT&T Alabama, AT&T Arkansas, AT&T California, AT&T Florida, AT&T Georgia, AT&T Illinois, AT&T Indiana, AT&T Kansas, AT&T Kentucky, AT&T Louisiana, AT&T Michigan, AT&T Mississippi, AT&T Missouri, AT&T Nevada, AT&T North Carolina, AT&T Ohio, AT&T Oklahoma, AT&T South Carolina, AT&T Tennessee, AT&T Texas and AT&T Wisconsin Include "BellSouth Telecommunications LLC d/b/a AT&T Southeast" to the list above ONLY WHEN CUSTOMER IS FEDERAL GOVERNMENT IN ANY OF THE FOLLOWING STATES: AL, FL, GA, KY, LA, MS, NC, SC, TN **Intrastate service in New York and Virginia is provided by AT&T Communications of New York, Inc. and AT&T Communications of Virginia, LLC, respectively.				

1.2 Inside Wiring

Service	AT&T Inside Wiring*

Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet℠ Service	AT&T Inside Wiring Service Guide	http://cpr.att.com/pdf/publications/Inside_Wiring_Service_Guide_Attachment.pdf
* AT&T Inside Wiring is not available for Sites outside of AT&T's 21-state ILEC footprint.		

1.3 Entrance Facility Construction

Service	AT&T Entrance Facility Construction*

Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service	AT&T Entrance Facility Construction Attachment	http://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf
* AT&T Entrance Facility Construction is not available for Sites outside of AT&T's 21-state ILEC footprint.		

SAMPLE

AT&T Switched Ethernet Service℠ (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	xx months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	Non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All Service Components	50% plus any waived non-recurring charges	yy months

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All quantities of Service Components listed in Section A-1 of Attachment A	50% plus any waived non-recurring charges	Until end of Pricing Schedule Term
Adds installed no later than zz months after Effective Date	50% plus any waived non-recurring charges	Until end of Pricing Schedule Term
Adds installed more than zz months after Effective Date	50% plus any waived non-recurring charges	yy months

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All Service Components	50% plus any waived non-recurring charges	Until end of Pricing Schedule Term

4. ADDS; MOVES

4.1 Adds

Additional AT&T Switched Ethernet Service Customer Port Connections ("Adds") may be purchased (where available using the Network on Demand process) during the Pricing Schedule Term at the rates, terms and conditions herein.

4.1 Adds

Orders for Service Components (other than CIR/CoS) in excess of quantities listed in Section A-1 of Attachment A ("Adds") are not permitted.

AT&T Switched Ethernet Service℠ (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

4.2 Moves

Per applicable Service Publication

Moves of Service Components not permitted.

5. RATES and CHARGES

5.1 AT&T SWITCHED ETHERNET SERVICE – 21-State AT&T ILEC Footprint

5.1.1 Initial Site And Service Configuration

The initial sites and configuration of Services covered under this Pricing Schedule are identified on Attachment A.

5.1.2 Monthly Recurring Charges (MRCs)

All Monthly Recurring Charges (MRCs) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Customer Port Connection MRC, the Committed Information Rate MRC, and any associated feature MRC(s).

Basic Port Connection Speed – 12-60-month Term	MRC
100 Mbps	$XXX
1 Gbps	$XXX

Basic Port Connection MRC

Basic Port Connection Speed	MRC
10 Gbps	$xxx.xx
100 Gbps	$xxx.xx

Bandwidth MRC – 12-month CIR (PRICING IS SAMPLE ONLY)					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
2 Mbps	$XXX	$XXX	$XXX	$XXX	$XXX
4 Mbps	$XXX	$XXX	$XXX	$XXX	$XXX
5 Mbps	$XXX	$XXX	$XXX	$XXX	$XXX
8 Mbps	$XXX	$XXX	$XXX	$XXX	$XXX
10 Mbps	$XXX	$XXX	$XXX	$XXX	$XXX
20 Mbps	$XXX	$XXX	$XXX	$XXX	$XXX
50 Mbps	$XXX	$XXX	$XXX	$XXX	$XXX
100 Mbps	$XXX	$XXX	$XXX	$XXX	$XXX
150 Mbps	$XXX	$XXX	$XXX	$XXX	$XXX
250 Mbps	$XXX	$XXX	$XXX	$XXX	$XXX

AT&T Switched Ethernet Service℠ (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

400 Mbps	$XXX	$XXX	$XXX	$XXX	$XXX
500 Mbps	$XXX	$XXX	$XXX	$XXX	$XXX
600 Mbps	$XXX	$XXX	$XXX	$XXX	$XXX
1000 Mbps	$XXX	$XXX	$XXX	$XXX	$XXX

Bandwidth MRC (for 10 Gbps Basic Port Connections)					
Committed Information Rate (CIR)	**Class of Service (CoS)**				
	Non-Critical High	**Business Critical Medium**	**Business Critical High**	**Interactive**	**Real Time**
1000 Mbps	Same as 1000 Mbps rates for 100 Mbps and 1 Gbps Basic Port Connections				
2000 Mbps	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn
2500 Mbps	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn
4000 Mbps	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn
5000 Mbps	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn
7500 Mbps	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn
9500 Mbps	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn
10000 Mbps	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn

Bandwidth MRC (for 100 Gbps Basic Port Connections)					
Committed Information Rate (CIR)	**Class of Service (CoS)**				
	Non-Critical High	**Business Critical Medium**	**Business Critical High**	**Interactive**	**Real Time**
10 Gbps	Same as 10000 Mbps rates for 10 Gbps Basic Port Connections				
15 Gbps	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn
20 Gbps	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn
25 Gbps	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn
30 Gbps	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn
35 Gbps	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn
40 Gbps	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn
45 Gbps	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn
50 Gbps	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn
60 Gbps	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn
70 Gbps	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn
80 Gbps	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn
90 Gbps	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn
100 Gbps	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn	$nnn.nn

AT&T Switched Ethernet Service℠ (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

Feature MRC

Feature	MRC
Enhanced Multicast	$xxx.xx

5.1.3 Non-Recurring Charges (NRCs)

Standard Non-Recurring Charges (NRCs) for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

5.1.4 Additional Charges

Charges for additional Service options may apply per Service Publication. Charges for special construction, if needed, may also apply.

5.2 AT&T SWITCHED ETHERNET SERVICE THIRD PARTY ACCESS (3PA) - Outside 21-State AT&T ILEC Footprint

5.2.1 Monthly Recurring Charges (MRCs)

All Monthly Recurring Charges (MRCs) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Third-Party Access connection, local mileage MRC, the bandwidth MRC, and any associated feature MRC(s). Availability, Price Group and Access Mileage Group associated with Third Party Access are subject to change, based on the availability and pricing of access connections from the third-party providers. The Price Group and Access Mileage Group applicable to each Customer location are determined at the time of Customer's order.

5.2.2. Additional Charges

Charges for associated features or additional Service options may apply per Service Publication.

6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1 Special Conditions for 10 Gbps Customer Port Connections

Basic Ports with transmission speeds of 10 Gbps are available only under certain custom/ICB contracting arrangements and are not fully supported by the Network on Demand process at this time. If Customer has any 10 Gbps Port(s) and wishes to change the CIR of any such Port(s) to values equal to or less than the initially contracted port configuration (Attachment A, Table 2), change the applicable CoS or establish EVCs within permissible parameters, then Customer may use the AT&T Business Center portal to request and schedule such changes. Point-to-point EVCs can be set in 1 Mbps increments from 1 Mbps to 2000 Mbps. Multipoint EVCs can be set in 1 Mbps increments from 1 Mbps to 1000 Mbps. Real Time Class of Service is not available for EVCs exceeding 1000 Mbps. If Customer wishes to increase the CIR above the initially contracted port configuration or make any changes other than as set forth above, Customer must contact AT&T using standard processes to determine whether such changes can be made and whether any modifications to Customer's contract may be required. Requests for EVC CIR above the limits set forth above will be evaluated on an Individual Case Basis, taking into consideration factors such as facility conditions and the impact of the requested configuration on network performance.

6.2 Special Conditions for 100 Gbps Customer Port Connections

Basic Ports with transmission speeds of 100 Gbps are available only under certain custom/ICB contracting arrangements. If Customer has any 100 Gbps Port(s) and wishes to change the CIR of any such Port(s) to values equal to or less than the initially contracted port configuration (Attachment A, Table 2), change the applicable CoS or establish EVCs within permissible parameters, then Customer may use the AT&T Business Center portal to request and schedule such changes. Requests for EVCs greater than 1 Gbps and up to 20 Gbps will be considered on an Individual Case Basis (ICB) based on the specific facilities and intended ports to be part of the EVC. Approved configurations will be programmed into the Business Center portal and customer will be able to make changes to reduce the CIR or drop ports from the EVC using the portal, as well as increase the CIR back up to the original approved maximum. Requests to add additional ports to that same EVC, or to increase CIR above the originally approved speeds, will require a new ICB request to ensure the additions can be supported. Real Time Class of Service is not available for EVCs exceeding 1 Gbps.

AT&T Switched Ethernet Service℠ (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

Special Conditions for 100 Gbps Customer Port Connections does not apply outside AT&T's 21 state ILEC footprint (AT&T Switched Ethernet℠ Service Third Party (3PA)).

SAMPLE

WK# - TBD Please sign by _____, 20xx.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____

AT&T Switched Ethernet Service℠ (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

ATTACHMENT A
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
<Customer Legal Name>

A-1 Rates and Charges; Initial Quantities

Service Components	Quantity New	MRC, per Unit
Enter Service Component description		$
Enter Service Component description		$
Enter Service Component description		$
Enter Service Component description		$
Enter Service Component description		$

A-2 Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within six (6) months after the Effective Date, excluding AT&T delay	50% of MRC (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

A-3. Initial Sites and Service Configuration

Jurisdiction: By selecting "Interstate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute more than 10% of the total traffic on the Port. By selecting "Intrastate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute 10% or less of the total traffic on the Port.

Table 1 - Complete a line for each Customer Port Connection.

Port ID #	Street Address	City	State	Jurisdiction	Geographic Location
1				[Select]	[Select]
2				[Select]	[Select]
3				[Select]	[Select]
4				[Select]	[Select]

Table 2 – Service Components and Features associated with Customer Port Connections identified above within the 21-State ILEC Footprint.

Port ID #	Customer Port Connection Speed	CIR Speed	CIR Speed for Ports 10 Gbps & Above	Class of Service	Add'l MAC Addresses	Enhanced Multicast
1	[Select]	N/A	N/A	[Select]	No	No
2	[Select]	N/A	N/A	[Select]	No	No
3	[Select]	N/A	N/A	[Select]	No	No

SAMPLE

AT&T Switched Ethernet Service℠ (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Customer Port Connection Speed	CIR Speed	CIR Speed for Ports 10 Gbps & Above	Class of Service	Add'l MAC Addresses	Enhanced Multicast
4	[Select]	N/A	N/A	[Select]	No	No
5	[Select]	N/A	N/A	[Select]	No	No
6	[Select]	N/A	N/A	[Select]	No	No

Table 3 – Service Components and Features associated with Customer Port Connections identified above outside the 21 State ILEC Footprint. The Price Group and Access Mileage Group for service at each Customer location, as shown in this table, are tentative and are based on information available prior to the Effective Date of this Pricing Schedule. The Price Group and Access Mileage Group applicable to each Customer location are determined at the time of Customer's order.

Port ID #	Access Type	Customer Port Connection Speed	Access Price Group	Access Mileage Group	Access Mileage	CIR Speed	Class of Service
1	[Select]	[Select]		[Select]		Select	[Select]
2	[Select]	[Select]		[Select]		Select	[Select]
3	[Select]	[Select]		[Select]		Select	[Select]
4	[Select]	[Select]		[Select]		Select	[Select]
5	[Select]	[Select]		[Select]		Select	[Select]
6	[Select]	[Select]		[Select]		Select	[Select]

End of Document

SAMPLE

AT&T Dedicated Internet® and Private Network Transport (PNT)

Customer Expectation Document



© 2017 AT&T Intellectual Property. All rights reserved. AT&T, Globe logo, Mobilizing Your World and DIRECTV are registered trademarks and service marks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners.

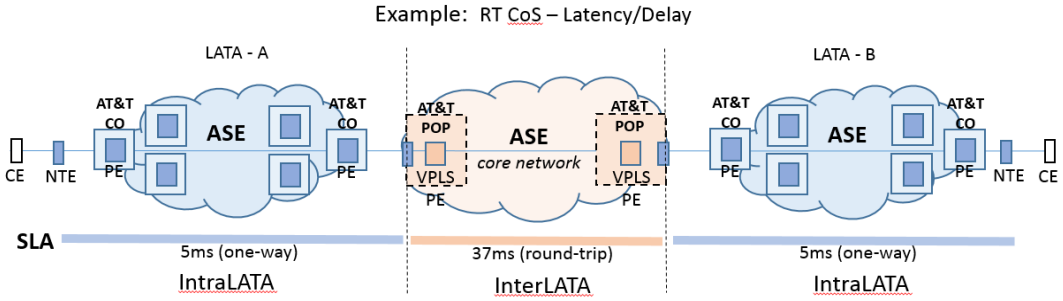
AT&T ADI and PNT Customer Expectation Document - on Ethernet

AT&T milestones:	Order Submitted	Service Activation	Equipment Delivered	Circuit Installed	Service Activated
	All technical information has been collected	Schedule Confirmed	If purchased an AT&T managed router	Internet access is installed to the building	Service is fully operational and billing begins
Customer activities:	An AT&T engineer will call the site contact to schedule an appointment An AT&T engineer will visit the site and meet with the site contact Watch a short video to understand the requirements • Existing fiber • No existing fiber	Hire vendor(s) to complete inside wiring and site build out requirements Refer to the site preparation guide on the Customer Resource Center The inside conduit, inside wiring and land line need to be installed before AT&T can activate the service	If you ordered an AT&T managed router, it will be delivered to your site Please keep this equipment in a safe place until AT&T is ready to turn up your ADI service	The service will be activated and terminate at the entry point of the building. Please verify that any applicable inside wiring is completed for final activation of your ADI router You will receive an email to schedule your service activation	Your site contact, vendor or an AT&T technician will participate in activating your router and turning up your service You will receive an order completion email, including service and support contacts Billing will be initiated – video for an overview

1 week

Service Level Agreement (SLA)

SLA-1 Class of Service (CoS) SLA



AT&T will grant CoS SLA credits for Service if AT&T fails to meet Service parameters (i.e., Latency, Jitter, and Packet Delivery Rate (PDR)) defined for each CoS, each measured separately for intraLATA and interLATA EVCs, subject to the following terms and conditions: (T) (T)

- The Customer must notify AT&T when performance for any Service parameter fails to meet the committed level for any calendar month. (T)
- The Customer must request a Service credit for any performance failure, using the AT&T Business Direct® portal or other method provided by AT&T, within 45 days after the end of the month in which the failure occurred. (T) (T)
- Upon verification by AT&T that actual Service performance for the relevant parameter failed to meet the committed level, AT&T will correct the problem within one month. (T)
- If, after one month, Service performance for the relevant parameter still fails to meet the committed level, the Customer will be provided a Service credit equal to 25 percent of the Monthly Recurring Charges (MRCs) for all affected Ports (for the CoS SLAs). Only one such credit, per Port, shall be applied per calendar month, regardless of the number of Service parameters for which performance failed to meet the committed levels. (T) (T) (T)

IntraLATA Latency, Jitter, and Packet Delivery Rate (PDR)

IntraLATA Latency, Jitter, and Packet Delivery Rate (PDR) will be measured by averaging sample measurements taken during a calendar month between the NTE to which the Customer Ports are attached (i.e., end to end), when the Service network is available for use by the End User. The IntraLATA SLA Service parameters are based on a LATA-wide average of the Customer's one-way traffic traversing the NTE and the network within each applicable LATA. The committed level for IntraLATA Latency and Jitter is to be not more than, and for PDR is to be not less than, the levels set forth in the IntraLATA SLA table below. (T) (T)

For any failure of the IntraLATA Latency, Jitter, or PDR SLA, the "affected Ports" will be those which were connected with intraLATA EVCs during the month for which the Customer has requested an SLA credit. (T)

The following table displays the CoS IntraLATA SLA Service parameters:

Class of Service	Service Measurement[1]		
	Latency (one-way)	Jitter	Packet Delivery Rate (PDR)
Real Time	5 ms	3 ms	99.995%
Interactive	13 ms	10 ms	99.95%
Business Critical – High	20 ms	N/A	99.9%
Business Critical – Medium	30 ms	N/A	99.9%
Non-Critical High	37 ms	N/A	99.5%
Non-Critical Low (This CoS is only offered as part of the PPCoS Package)	N/A	N/A	N/A
Broadband[2] Basic	N/A	N/A	N/A

(1) Measured performance will be rounded to the decimal place indicated in the table. For example, 5.49 ms will be rounded down to 5 ms; and 5.50 ms will be rounded up to 6 ms.

(2) Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement to new or existing customers. Refer to Section 2, SD 3.3. (T)

InterLATA Latency, Jitter, and Packet Delivery Rate (PDR) (T)

InterLATA Latency, Jitter, and Packet Delivery Rate (PDR) will be calculated by averaging sample measurements taken during a calendar month between city pairs on the AT&T core network. Those city pairs are not necessarily representative of Customer's Service Locations. Measurements will reflect the performance of the AT&T core (interLATA Ethernet) network only, as reported in AT&T Global Performance Reporting systems or such other source as AT&T may designate. Measurements will reflect performance between AT&T core network Ethernet switches in each measured LATA and will not include local transport or backhaul segments. (T)

The InterLATA SLA target for Latency and Jitter are to be not more than, and for PDR is to be not less than, the levels set forth in the InterLATA SLA table below. For any failure of the InterLATA Latency, Jitter or PDR SLA, the "affected Ports" will be those which were connected with InterLATA EVCs during the month for which the Customer has requested an SLA credit. (T)

The following table displays the CoS InterLATA SLA Service parameters: (T)

	Service Measurement[1]		
Class of Service	**Latency (round trip)**	**Jitter**	**Packet Delivery Rate (PDR)**
Real Time	37 ms	3 ms	99.95%
Interactive	37 ms	10 ms	99.95%
Business Critical – High	37 ms	N/A	99.9%
Business Critical – Medium	37 ms	N/A	99.9%
Non-Critical High	37 ms	N/A	99.5%
Non-Critical Low (This CoS is only offered as part of the PPCoS Package)	N/A	N/A	N/A
Broadband[2] Basic	N/A	N/A	N/A

[1] Measured performance will be rounded to the decimal place indicated in the table. For example, 5.49 ms will be rounded down to 5 ms; and 5.50 ms will be rounded up to 6 ms.

[2] Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement to new or existing customers. Refer to Section 2, SD 3.3. (T)

SLA-2 Network Availability SLA

The Network Availability SLA Service parameter is to be not less than 99.99% for all Customer Ports and Classes of Service, excluding Broadband Ports.[2] Network Availability will be calculated as the percentage of time during a month that the network is capable of accepting and delivering Customer data during the measurement period. (T) (T)

Network Availability includes the Ethernet core network and the local loop. Network outage time during maintenance windows will be excluded from Network Availability calculations.

The calculation for Network Availability for a given month is as follows:

Network Availability[1] = [(24 hours x days in the month x 60 minutes x number of Customer Ports in the LATA) – network outage time] / (24 hours x days in the month x 60 minutes x number of Customer Ports in the LATA) (T) (T)

The Customer shall: (1) notify AT&T within 45 days after the end of any calendar month for which Network Availability fails to meet the committed level; and (2) request a Service credit. Upon verification by AT&T that actual Service performance for Network Availability failed to meet the committed level, AT&T will issue a credit to the Customer in an amount equal to 10 percent of the MRC for all Customer Ports in the LATA. (T) (T)

SLA-3 Credit Allowance for Service Interruptions

Service is considered to be interrupted when it becomes unusable because of a failure of a facility component used to furnish Service under this Service Guide. The interruption must result in the complete loss of Service. An interruption period starts when an inoperative Service is reported to AT&T and ends when the Service is operative. (T) (T) (T)

The credit allowance for an interruption or for a series of interruptions shall be calculated based on the applicable monthly rate for the Port (or Ports) which were interrupted, including the other rate elements associated with that Port (CIR, repeater, etc.). No credit shall be applicable to other Ports on the network that were uninterrupted, even if they were unable to connect to an interrupted Port. (T) (T) (T) (T)

No credit shall be allowed for an interruption period of less than 30 minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or Service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30-minute interruption. (T)

[1] Measured performance will be rounded to the nearest hundredth (decimal place). For example, 99.985% will be rounded to 99.99%.

[2] Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement Service to new or existing customers. Refer to Section 2, SD 3.3. (T)

SLA-4 SLA Exclusions

The SLA provisions, measurements, and eligibility for credit shall exclude conditions wherein Service performance was adversely affected by any of the following conditions: (T)

- Any cause beyond AT&T's reasonable control (force majeure events) including, but not limited to, acts of war, civil disturbances, acts of civil or military authorities or public enemies, earthquakes, hurricanes, floods, fires, storms, tornadoes, explosions, lightning, power surges or failures, fiber cuts, strikes, or labor disputes;
- Failures of any structures, facilities, or equipment provided by the Customer or its contractors, equipment vendors, or by any carrier or service provider other than AT&T; (T)
- Interruptions caused by the negligence of the Customer or End User;
- Interruptions of a Service during any period in which AT&T is not afforded access to the Premises where the Service is terminated; (T) (T)
- When AT&T and the Customer negotiate the release of Service: (1) for maintenance purposes; (2) to make rearrangements; or (3) to implement an order for a change in Service, a credit does not apply during the negotiated time of release; (T) (T) (T)
- Periods when the Customer elects not to release the Service for testing and/or repair and continues to use it on an impaired basis; (T)
- Data loss during AT&T's scheduled maintenance windows;
- Data exceeding subscribed CIR; and/or (T)
- Failures of any structures, facilities, or equipment on the Customer's side of the demarcation point. (T)

SLA-5 SLA Other Terms and Conditions

EVCs with Real Time CoS on Ports served via Ethernet over Copper (EoCu) loop media are excluded from calculations that determine whether the intraLATA Latency SLA is met. (T)

IntraLATA EVCs with Real Time CoS between Ports that are connected with an inter-Central Office facilities path extending more than 200 miles or those with EVC CIRs in excess of 1000 Mbps and/or using a PPCoS serving arrangement with a package exceeding 1000 Mbps Real Time are not subject to the Real Time Latency SLA and are excluded from calculations that determine whether the intraLATA Latency SLA is met. (T)

EVCs connecting Basic or PPCoS Ports to Broadband Ports[(1)] are not subject to Class of Service SLAs and are excluded from calculations that determine whether the SLAs are met.

The total credit amount of any allowances for interruptions and SLA credits applicable in a given month shall not exceed 100 percent of the monthly recurring charge for the Port and associated rate elements. (T)

[(1)] Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement to new or existing customers. Refer to Section 2, SD 3.3. (T)

36 Month Optional ASEoD Bandwidth Options

Port Speed	Approved MRC Price
100 Mbps / 1 Gbps	$167.00
10 Gbps	$500.00

CIR Speed	Approved MRC Price Non-Critcal High	Approved MRC Price Business Critical Medium	Approved MRC Price Business Critical High	Approved MRC Price Interactive	Approved MRC Price RealTime
2 Mbps	$83.09	$96.25	$109.41	$122.58	$135.74
4 Mbps	$84.75	$98.00	$111.25	$124.50	$137.75
5 Mbps	$87.60	$101.00	$114.40	$127.80	$141.20
8 Mbps	$89.50	$103.00	$116.50	$130.00	$143.50
10 Mbps	$92.35	$106.00	$119.65	$133.30	$146.95
20 Mbps	$135.48	$151.40	$167.32	$183.24	$199.16
50 Mbps	$151.40	$168.16	$184.92	$201.68	$218.43
100 Mbps	$207.12	$226.81	$246.50	$266.19	$285.88
150 Mbps	$257.40	$279.74	$302.07	$324.41	$346.75
250 Mbps	$295.98	$320.35	$344.72	$369.09	$393.45
400 Mbps	$334.56	$360.96	$387.36	$413.76	$440.16
500 Mbps	$373.15	$401.58	$430.00	$458.43	$486.86
600 Mbps	$415.11	$445.75	$476.39	$507.03	$537.66
1000 Mbps	$437.96	$469.80	$501.64	$533.48	$565.32
2000 Mbps	$194.96	$231.54	$268.11	$304.69	$341.27
2500 Mbps	$272.17	$312.81	$353.45	$394.09	$434.73
4000 Mbps	$488.38	$540.40	$592.42	$644.44	$696.46
5000 Mbps	$642.81	$702.96	$763.11	$823.26	$883.41
7500 Mbps	$852.01	$923.16	$994.32	$1065.48	$1136.64
9500 Mbps	$1020.00	$1100.00	$1180.00	$1260.00	$1340.00
10000 Mbps	$1067.50	$1150.00	$1232.50	$1315.00	$1397.50

60 Month Optional ASEoD Bandwidth Options

Port Speed	Approved MRC Price
100 Mbps / 1 Gbps	$150.00
10 Gbps	$450.00

CIR Speed	Approved MRC Price Non-Critcal High	Approved MRC Price Business Critical Medium	Approved MRC Price Business Critical High	Approved MRC Price Interactive	Approved MRC Price RealTime
2 Mbps	$75.08	$86.93	$98.77	$110.62	$122.46
4 Mbps	$76.58	$88.50	$100.43	$112.35	$124.28
5 Mbps	$79.14	$91.20	$103.26	$115.32	$127.38
8 Mbps	$80.85	$93.00	$105.15	$117.30	$129.45
10 Mbps	$83.42	$95.70	$107.99	$120.27	$132.56
20 Mbps	$122.23	$136.56	$150.89	$165.22	$179.55
50 Mbps	$136.56	$151.64	$166.73	$181.81	$196.89
100 Mbps	$186.71	$204.43	$222.15	$239.87	$257.60
150 Mbps	$231.96	$252.06	$272.17	$292.27	$312.37
250 Mbps	$266.68	$288.62	$310.55	$332.48	$354.41
400 Mbps	$301.41	$325.17	$348.92	$372.68	$396.44
500 Mbps	$336.13	$361.72	$387.30	$412.89	$438.48
600 Mbps	$373.90	$401.48	$429.05	$456.62	$484.20
1000 Mbps	$394.47	$423.12	$451.78	$480.44	$509.09
2000 Mbps	$175.46	$208.38	$241.30	$274.22	$307.14
2500 Mbps	$244.95	$281.53	$318.11	$354.68	$391.26
4000 Mbps	$439.54	$486.36	$533.18	$580.00	$626.81
5000 Mbps	$578.53	$632.67	$686.80	$740.93	$795.07
7500 Mbps	$766.80	$830.85	$894.89	$958.93	$1022.97
9500 Mbps	$918.00	$990.00	$1062.00	$1134.00	$1206.00
10000 Mbps	$960.75	$1035.00	$1109.25	$1183.50	$1257.75

Spectrum Enterprise

Proposal for Pender County Library System

Form 470 Number: 220006718

Submission Date: 2/3/2022

Presented To:
Cynthia Johnson
Consultant
216 Hawkins Ave
Sanford, NC 27330
erate@erateservices.com

Presented By:
Amber Mullen
Strategic Account Manager - Gov't/Ed
2321 Scientific Park Dr.
Wilmington, NC 28405
(910) 772-5786
amber.mullen@charter.com



Thursday, February 3, 2022

Cynthia Johnson
Consultant
Pender County Library System
216 Hawkins Ave
Sanford, NC 27330
erate@erateservices.com

Dear Cynthia Johnson:

Spectrum Enterprise[1] is pleased to submit the enclosed proposal in response to your Request for Proposal (RFP). Our response demonstrates Spectrum's ability to provide Fiber Internet Access (FIA) that will enable Pender County Library System to meet its technology needs.

Spectrum provides advanced broadband services nationally to more than 16,000 schools and libraries representing over 2,500 school districts. Affordable broadband access is delivered to over eight million students enabling digital teaching and learning within the classroom.

Partnering with Spectrum provides our customers with the foundation to create new opportunities, drive innovation, and deliver exceptional experiences, while delivering industry-leading client services and support.

Thank you for the opportunity to submit this response to your RFP. Amber Mullen, Strategic Account Manager, is spearheading Spectrum's effort. Amber can be reached at (910) 772-5786 and amber.mullen@charter.com.

Sincerely,

DocuSigned by:
Daniel Roche
2009F37A52C54AA...

Daniel Roche
VP, Spectrum Enterprise Sales

[1] Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity proposing hereunder is Charter Communications Operating, LLC a subsidiary of Charter Communications, Inc.

TERMS OF OFFER

This proposal alone shall not be considered an acceptance of an offer by Pender County Library System or otherwise be sufficient to create a binding contract between Pender County Library System and Spectrum.

Spectrum's bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Enterprise Commercial Terms of Service (available at https://enterprise.spectrum.com/legal/se-terms-and-conditions.html or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement").

Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the RFP.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

In the event of a bid award to Spectrum by Pender County Library System based on this proposal, if the full Agreement is not executed by the applicable FCC submission deadline due to delays in negotiation, and the parties have not terminated such negotiations, then for purposes of FCC rules and related USAC requirements, an agreement incorporating the terms of the Spectrum Enterprise Service Agreement and the bid locations, services, bandwidth capacities, and pricing contained in this proposal will be deemed to exist.

The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

The qualifications stated herein apply to all parts, provisions, and documents of the RFP and Spectrum's response, regardless of whether an explicit exception or qualification is taken thereto by Spectrum.

TABLE OF CONTENTS

Terms Of Offer 3
Terms and Abbreviations 5
Executive Summary 6
Spectrum Service Proposal 8
Fiber Internet Access (FIA) 12
Response to Pender County Library System 14
Timeline: 14
Section 1: Overview 14
Section 2: Service Requests 16
Section 3: Solution Specifications 17
Section 4: Service Level Agreement 19
Section 5: General Terms for All Proposals 21
Section 6: Evaluation Criteria 26
Appendix A 27
Appendix B References 28
APPENDIX C – Price Proposal Form 29
Appendix D Checklist 32
Technical Response Pender County Library 36
Network Design 40
Fiber Internet Access SLA 41
Enterprise Service Agreement 45

TERMS AND ABBREVIATIONS

Technology evolves at a rapid pace and Spectrum stays on the cutting edge of that evolution. The names of specific technologies or services are sometimes cumbersome and become abbreviated for colloquial use. We have provided a list of the terms used throughout this proposal and have defined them for your convenience.

SINGLE LOCATION TERMS	ABBREVIATION
INFORMATION TECHNOLOGY	IT

SERVICE PROPOSAL TERMS	ABBREVIATION
PRIVATE BRANCH EXCHANGE	PBX
MONTHLY RECURRING CHARGE	MRC
ONE-TIME CHARGE	OTC
QUANTITY	QTY
SERVICE CAPACITY	SVC. CAP.
INTERNET PROTOCOL	IP
DIRECT INWARD DIAL	DID
MINUTES OF USE	MOU

ETHERNET SERVICES TERMS	ABBREVIATION
CARRIER ETHERNET	CE
CUSTOMER PREMISE EQUIPMENT	CPE
ETHERNET PRIVATE LINE	EPL
ETHERNET PRIVATE LOCAL AREA NETWORK	EP-LAN
ETHERNET VIRTUAL CONNECTION	EVC
ETHERNET VIRTUAL PRIVATE LINE	EVPL
METRO ETHERNET FORUM	MEF
TIME-DIVISION MULTIPLEXING	TDM
USER-TO-NETWORK INTERFACE	UNI
WIDE AREA NETWORK	WAN

FIA TERMS	ABBREVIATION
FIBER INTERNET ACCESS	FIA
LOCAL AREA NETWORK	LAN
NETWORK OPERATIONS CENTER	NOC
SERVICE LEVEL AGREEMENT	SLA

MANAGED NETWORKS SERVICES TERMS	ABBREVIATION
UNIFIED THREAT MANAGEMENT	UTM

EXECUTIVE SUMMARY

Spectrum Enterprise ("Spectrum"), a commercial brand of Charter Communications, is pleased to provide this response illustrating our ability to provide Pender County Library System with broadband services. We take pride in being an innovative resource for businesses, schools and communities. Our reliable and economical service is a natural fit with your mission.

Bring Advanced and Affordable Technology to Your Schools and Libraries

Advanced communications services and computing technologies in the classroom have become vital to education. Unfortunately, today's challenging economic environment has put education and technology budgets under tremendous pressure. It is a challenge for schools to get access to technologies that help drive greater student achievements.

The Federal Government created the E-rate Program to help with the need for communications services and budgeting problems. Funded by the Universal Service Administrative Company (USAC), this program offers 20-90 percent off standard retail rates on eligible communications services to eligible schools, libraries, and their districts. Federally funded E-rate discounts have made today's technology more affordable.

Spectrum's Solution

Since 1998, Spectrum has worked with thousands of E-rate accounts. We understand the E-rate program and how best to benefit from it. Our experience in this area will provide E-rate specialists who understand:

- rules and regulations to participate in the program
- billing and standard discounts

Technology and education have converged, and your communications needs are growing rapidly.

Get Powerful Services with the Financial Benefits of E-rate

Research shows that technology use is a top-five indicator of better discipline, better attendance, and increases in college enrollment. Educational organizations are leveraging E-rate by partnering with Spectrum to reduce cost and implement technology for greater student achievement. We have invested the time and effort to ensure our sales and support teams have the expertise to help you get the best services through the E-rate program.

Unsurpassed Expertise and Customer Support

A network of specially trained, industry experts supports Spectrum. We have around-the-clock, U.S.-based business support centers and knowledgeable, locally based technicians who are specifically trained to help with your unique needs. Our dedicated work ethic, shared knowledge, and proprietary systems allow us to ensure that the

solutions we are quoting Pender County Library System will match your specific and discrete needs.

When you collaborate with Spectrum for communications services, we assign a dedicated account team who will support your services:

- **Account Executive:** a dedicated, local market expert who is available for your consultation needs
- **Sales Engineering:** trained technical experts who customize designs based on your needs
- **E-rate Specialists:** experienced with E-rate rules and regulations and are billing and standard discounts experts
- **Project Management:** customer focused experts who manage your build and communicate with you every step of the way
- **Account Manager:** your point of contact; responsible for providing you with accurate billing and consultation on future growth needs
- **Network Operations Center:** Spectrum staff that continuously monitors the network

E-rate clients have direct access to our Government Subsidized Programs (GSP) department who specialize in E-rate, RHC, and CTF programs. To support E-rate program participation, Spectrum Enterprise:

- Provides to client an FCC Form 471 Funding Recommendation Letter after the FCC Form 470 and awarded Service Agreement review.
- Reviews FCC Form 471 for possible errors and omissions and distributes to the client accompanying RAL Modification recommendation necessary to maximize eligible funding.
- Monitors SPI invoice submissions and SPI discount application (FCC Form 474).
- Will be available to address program questions, or concerns via email.

Renewal Plan

As your incumbent provider, we have developed this proposal with the benefit of our experience, and have based it on our knowledgeable understanding of your requirements. Our combination of technology services and proposed cost, based on actual experience with Greensboro Public Library, provides an incredible value. By choosing once again to collaborate with Spectrum, you will be choosing a vendor with the proven infrastructure and experienced team currently in place to support the program. It is Spectrum's objective to continue our partnership with you while continuing to focus on responsiveness, transparency, and continuity of services. It is with that focus we have developed our proposal response to the Greensboro Public Library.

SPECTRUM SERVICE PROPOSAL

These prices will remain in effect throughout the Initial Order Term, subject to the following contingencies:

- final engineering, design and site visits; and
- acceptance of and entering into the Spectrum Enterprise Service Agreement (as may be negotiated by the parties as stated in the Terms of Offer section above), which shall govern the contractual relationship between the parties and the provision of the services under such contract.

Investment for Spectrum Services Based on a 36 or 60 Month Initial Order Term

Option #1:
Spectrum Enterprise Bid Response: 36 months with five-1 year extensions

Service Address	Term	Products	MRC	Estimated MRC Taxes/Fees	NRC	NRC Taxes/ Fees	MRC Estimated Federal Reg Recovery Fee	MRC Estimated State / Local Tax	*MRC Estimated Total Tax
300 E Fremont St	36	1Gig FIA	$1,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	36	61 Static IP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	36	2 Gig FIA	$1,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	36	5 Gig FIA	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	36	500Mbps ELAN	$656.00	$54.42	$0.00	$0.00	$7.10	$47.32	$54.42
605 E Fremont St	36	100Mbps FIA	$350.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	36	61 Static IP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
805 Ridgewood Ave	36	50MbpsFIA	$350.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	36	61 Static IP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
106 E Wilmington St	36	20MpbsFIA	$320.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	36	5-Static IP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

601 S Smith St, Burgaw	36	50MbpsFIA	$350.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	36	5-Static IP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
250 Transfer Station Rd	36	50MbpsFIA	$350.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	36	5-Static IP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
15060 US Hwy 17	36	50Mbps FIA	$350.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	36	5-Static IP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3280 Savannah Rd	36	100Mbps ELAN (Type II, Last Mile AT&T)	$900.90	$74.73	$150.00	$10.13	$9.74	$64.99	$74.73
15060 US Hwy 17	36	100Mbps ELAN	$420.00	$34.84	$0.00	$0.00	4.54	30.3	$34.84
75 Library Dr	36	100Mbps ELAN	$420.00	$34.84	$0.00	$0.00	4.54	30.3	$34.84
8718 Shaw Hwy	36	100Mbps ELAN (Type II, Last Mile AT&T)	$1,065.90	$88.43	$150.00	$10.13	$11.53	$76.90	$88.43
289 Quality Way	36	100Mbps ELAN (Type II, Last Mile AT&T)	$1,065.90	$88.43	$150.00	$10.13	$11.53	$76.90	$88.43

Option #2:
Spectrum Enterprise Bid Response: 60 months with five-1 year extensions

Service Address	Term	Products	MRC	MRC Taxes/ Fees	NRC	NRC Taxes/ Fees	MRC Federal Reg Recovery Fee	MRC State / Local Tax	*MRC Total Tax
300 E Fremont St	60	1Gig FIA	$1,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	60	2 Gig FIA	$1,550.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	60	5 Gig FIA	$2,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	60	61 Static IP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
	60	500Mbps ELAN	$590.00	$48.95	$0.00	$0.00	$6.38	$42.57	$48.95
605 E Fremont St	60	100Mbps FIA	$350.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	60	61 Static IP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
805 Ridgewood Ave	60	50Mbps FIA	$350.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	60	61 Static IP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
106 E Wilmington St	60	20Mbps FIA	$300.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
	60	5-Static IP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
601 S Smith St, Burgaw	60	50Mbps FIA	$350.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	60	5-Static IP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
250 Transfer Station Rd	60	50Mbps FIA	$350.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	60	5-Static IP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
15060 US Hwy 17	60	50Mbps FIA	$350.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	60	5-Static IP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3280 Savannah Rd	60	50Mbps ELAN (Type II, Last mile AT&T)	$900.90	$74.73	$150.00	$10.13	$9.74	$64.99	$74.73

15060 US Hwy 17, Hampstead	60	100Mbps ELAN	$380.00	$31.52	$0.00	$0.00	$4.11	$27.41	$31.52
75 Library Dr, Hampstead	60	100Mbps ELAN	$380.00	$31.52	$0.00	$0.00	$4.11	$27.41	$31.52
8718 Shaw Hwy	60	100Mbps ELAN (Type II, Last mile AT&T)	$1,065.90	$88.43	$150.00	$10.13	$11.53	$76.90	$88.43
289 Quality Way	60	100Mbps ELAN (Type II, Last mile AT&T)	$1,065.90	$88.43	$150.00	$10.13	$11.53	$76.90	$88.43

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required.

Pricing is not inclusive of applicable taxes, surcharges and fees. To the extent estimates are provided, Customer acknowledges that Spectrum cannot estimate all possible taxes, surcharges and fees, as taxability and regulatory classifications vary by customer and service location and may change. Please review Spectrum's taxes, surcharges and fees provisions within Item 11 of the Exception Chart [or Section 7(b) of the Spectrum Enterprise Service Agreement. Spectrum's current tax estimate for FIA Service is 0%.

*E-Rate Eligible Locations.

FIBER INTERNET ACCESS (FIA)

Accelerate your organization with a reliable, powerful and dedicated Internet access service

Today's organizations depend on high-performing Internet solutions to keep critical applications up and running and business operating. Without a dependable Internet connection, network resources are constrained, impacting both employees and customers.

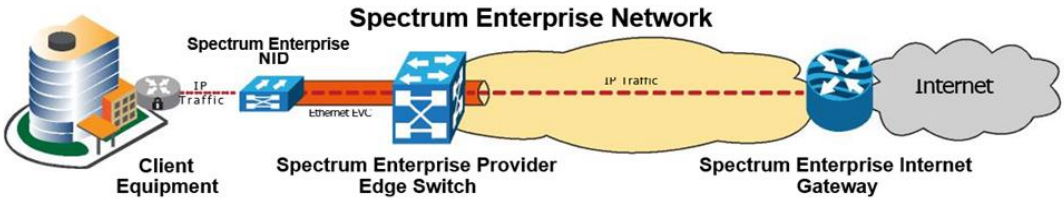
Spectrum Enterprise Fiber Internet Access (FIA) is a dedicated service that offers reliable nationwide connectivity with performance and support you can always count on. Delivering scalable Internet access, we offer 99.99% service availability all the way to the equipment at your location. Connect wherever you are with a service available nationwide that accelerates the pace of your organization.

Product Highlights

- Superior performance – Improves business productivity through a high-performing Internet service ensuring reliable connectivity
- Scalability and reach – Provides an easily scalable platform with national reach and dense metro coverage to support current and future bandwidth needs
- Business continuity – Optional diversity solutions to support Internet uptime in the event of a wireline disruption
- End-to-end support – Reduces complexity via a single, nationwide partner providing one resource team, one contact point for services and support including the in-building connection
- Cost effective – FIA delivers value with competitive, straightforward pricing

Key Features

- Dedicated connection that is not shared with others, delivered over a reliable advanced fiber network
- Industry-leading service-level agreement (SLA) metrics provide availability, low latency, jitter and packet loss all the way into the client suite
- Symmetrical access that scales from 25 Mbps to 10 Gbps from a single provider
- 24/7/365 US-based support and local technicians
- Multiple physical diversity and redundancy options to help protect your network



PRODUCT BRIEF FIBER INTERNET ACCESS

Optional managed network services

- Enhance FIA with a suite of complementary managed services products designed to protect, simplify and improve the performance of your network.
- Managed Security Service – Reduce the risk of external Internet threats with a comprehensive security service
- DDoS Protection – Protect your network from malicious volumetric attacks with world-class threat identification and mitigation
- Managed WiFi – Connect to the Internet seamlessly, anywhere with consistent and easily accessible WiFi
- Managed Router Service – Optimize your network routing with an all-inclusive expertly managed service

FIA technical specifications

Network

- IP over IEEE 802.3-based, full-duplex, non-circuit switched services
- Provisioned via our advanced fiber-rich network from the client premises to one of many hub locations throughout the Spectrum Enterprise network footprint
- Multiple levels of network fault tolerance provide a highly reliable and secure Internet access service
- Fiber access circuit is unaffected by electromagnetic interference

Routing

- Static or border gateway protocol (BGP) traffic routing options

Internet Access Demarcation

- Fiber connections to the Spectrum Enterprise network are monitored 24/7/365 via a dedicated network interface device (NID)
- Traffic is routed over the Spectrum Enterprise IP network until it is required to travel to the public network in order to reach its destination
- Demarc extension included for most buildings in footprint

Static IP addresses

- Initial IP block is included
- Additional IP address space available upon request
- Support for dual stacking of IPv4 and IPv6

Request for Proposals # 220105-220
Internet and WAN

Timeline:
E-rate Form 470 #220006718

- Questions Due Date: **January 28, 2022**
- Questions must be submitted to https://forms.gle/kbBbhUjfbnpbecus9 E-mails and phone calls will not be accepted. Q & A will be posted in EPC as a 470 RFP document.
- Due Date: **February 3, 1:00 P.M.**
- Proposals will not be accepted after this date. Sealed responses and a service contract ready for the Pender County Government to execute with all site names and addresses included, should be mailed to:
  Pender County Library– Sealed Bid
  103 S Cowan Street
  PO Box 879
  Burgaw, NC
  Or delivered to:
  Pender County Library– Sealed Bid
  103 S Cowan Street
  PO Box 879
  Burgaw, NC
  - Two paper copies and two USB flash drives with electronic copies are requested
  - An email should be sent to both purchasing@pendercountync.gov and erate@erateservices.com to notify that a proposal has been mailed. Proposals should NOT be included in this email.
- Announcement Date: **February 23, 2022**

Spectrum has read and understands.

Section 1: Overview
Pender County Government is requesting proposals for:

- Internet service for Pender County Government. A cost-allocation will be done for the Internet service utilized by the libraries

- Internet service is expected to be delivered to the locations listed in Appendix A
  - The Primary internet would reside at 300 E. Fremont Street but the outlying locations would terminate in their own demarc locations
- The new service is being planned to begin on July 1, 2022.
- Pricing is requested for 1 Gbps, 2 Gbps, and 3 Gbps Internet service.
- Pricing must be submitted without Special Construction.
- Static IP addresses per Appendix A

- Symmetrical leased lit fiber transport locations listed in Appendix A and to Hub location, 300 East Fremont St, Burgaw, NC 28425.

Spectrum has read and understands.

The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Additional charges may be applicable to extend the Demarcation Point for any sites identified as a Type II Service Location.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the Customer's desired installation date. However, due to time constraints which are required for construction, designs, permits and various other factors, Spectrum will only commit to an estimated timeframe for delivery of Service. Spectrum's implementation goal is typically 90-120 days after full execution of a resulting agreement and applicable service order by the parties, however, upon award, a more accurate estimation will be provided once a project team has been assigned.

Please refer to Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. Monthly Recurring Charges and One Time Charges are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the expiration of Initial Order Term for such Service upon thirty (30) days' prior notice to Customer. Additional Service Charges may be applicable in accordance with the Spectrum Enterprise Service Agreement.

- Both 3-year and 5-year contract options, with five (5) one-year voluntary extensions, will be considered. Month to Month service may also be considered.

Spectrum has read and understands. Please refer to Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

After the expiration of the Initial Order Term of the Service Order for services reflected in Spectrum's proposal, and upon written request from Customer, Spectrum agrees to extend such Service Order for up to five (5) consecutive twelve (12) month renewal periods at the same monthly recurring charge

applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the agreement between the parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Sales Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

- As with all E-rate FCC Form 470s and RFPs affiliated with a filed FCC Form 470, the applicant will, at its sole discretion, decide whether a vendor/respondent award will result from this RFP. The issuance of an FCC Form 470 and this RFP do not obligate the County to make an award.

  Spectrum understands.

- Pender County Government currently has service provided by Charter/Spectrum.

  Spectrum understands.

- A single provider is preferred, but awards may need to go to multiple service providers. Please submit pricing for either option.

  In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid acceptance by Spectrum.

Section 2: Service Requests

1. Applicant is seeking bids for Internet and Leased Fiber (WAN Services). See Section 3 for solution requirements.
2. If construction is needed, a plan for regularly scheduled progress updates during the construction period must be addressed in the bid.
3. Special Construction
   a. In E-rate terminology, special construction refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.
   b. Proposals must be submitted with construction costs allocated over the life of the contract instead of being submitted as one-time special construction costs. Special Construction proposals will **not** be accepted.

      Please see Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering

      For E-Rate eligible locations, special construction payment options, if applicable, are also reflected in Spectrum's Service Proposal. Spectrum Enterprise supports E-rate applicants who seek special construction funding for the upfront, non-recurring/install charges for the deployment of new or upgraded facilities.

Special Construction

Spectrum Enterprise supports E-rate applicants who seek special construction funding for the upfront, non-recurring/install charges for the deployment of new or upgraded facilities. Spectrum Enterprise has over 20 years of E-rate experience, and one of the largest Fiber providers in the nation who designs, procures and implements large complex infrastructure projects. Applicants seeking additional E-rate discounts to match state funding for special construction must submit information with their FCC Form 471 filing that USAC will use to determine eligibility https://www.usac.org/e-rate/applicant-process/before-you-begin/fiber-summary-overview/additional-discount-to-match-state-tribal-funding-for-special-construction/.

Section 3: Solution Specifications

1. ISP shall provide 1 (2 or 3) Gbps Internet Service, full duplex transmission over an industry standard fiber interface to the locations listed in Appendix A

   Spectrum understands and agrees.

2. Monthly recurring cost including taxes and fees (including current Universal Service Fees), and any additional non-recurring costs are required to be broken out and listed separately. North Carolina Libraries are not exempt from state tax. The tax rate for Pender County is 6.75%.

   Pricing is not inclusive of applicable taxes, surcharges and fees. To the extent estimates are provided, Customer acknowledges that Spectrum cannot estimate all possible taxes, surcharges and fees, as taxability and regulatory classifications vary by customer and service location and may change. Please review Spectrum's taxes, surcharges and fees provisions within Item 11 of the Exception Chart [or Section 7(b) of the Spectrum Enterprise Service Agreement. Spectrum's current tax estimate for FIA Service is 0%.

3. No increased pricing will be allowed during the term of the quoted NRC and MRC rate.

   The MRC is fixed through the Initial Order Term. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer. MRC's and OTC's are exclusive of taxes, fees and surcharges.

4. A single provider is required for all sites. If subcontracts are utilized, the County requires a single point of contact from the awarded vendor. A list of subcontractors should be included in the proposal if applicable.

   Spectrum has read and understands.

5. If there are charges for static IP addresses, they should be included. By submitting a bid, the respondent certifies that it has engineered a full solution including all monthly recurring charges, all installation charges, and all construction costs. Costs added to the quote after the respondent has submitted their bid are solely the responsibility of the respondent and not the applicant.

   Please review Spectrum's Service Proposal for pricing, Order Term, Service Location(s) and bandwidth information.

   Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer. Additional Service Charges will be invoiced as set forth in Spectrum's Service Agreement.

   Pricing is not inclusive of applicable taxes, surcharges and fees. To the extent estimates are provided, Customer acknowledges that Spectrum cannot estimate all possible taxes, surcharges and fees, as taxability and regulatory classifications vary by customer and service location and may change. Please review Spectrum's taxes, surcharges and fees provisions within Section 7(b) of Spectrum's Service Agreement.

   Spectrum's proposal is based on the information provided herein and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

6. If a bandwidth upgrade is requested mid-contract the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 36-month contract, then 16 months of service must remain on the contract at the new bandwidth before a contract renewal is available.

   Customer shall have the option to add Services and increase speed and bandwidth during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in Monthly Recurring Charges for such additional Services or increased speed and bandwidth, as well as construction and installation costs

(if applicable). Added services may be coterminous if the parties agree upon appropriate Monthly Recurring Charges and any non-recurring charges to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

7. Site additions or deletions will be addressed via a contract amendment. The associated fee for additions or deletions must be included in the proposal.

   Customer shall not reduce Services or decrease speed and bandwidth from those set forth under the Contract except as provided in the Service Agreement or as otherwise agreed to in writing by Spectrum. Disconnects are subject to Termination Charges as set forth in Section 13of the Service Agreement.

   Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required.

8. Disconnect or downgrade fees must be included in the proposal.

   Customer shall not reduce Services or decrease speed and bandwidth from those set forth under the Service Order. Disconnects are subject to Termination Charges as set forth in Section 13 of the Service Agreement.

9. All solutions must adhere to the Service Level Agreement (SLA) terms in Section 4.

   Please see Spectrum's Service Level Agreement attached with our response. Spectrum's SLA shall apply to the technical specifications, response times, credits, outages, and requirements of the provision of Services.

Section 4: Service Level Agreement

1. Proposed services must meet the following specifications:
   a. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
   b. .25% frame/packet loss commitment
   c. 25ms round trip network latency commitment
   d. 10ms network jitter commitment
   e. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason.
   f. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.

      Please see Spectrum's Service Level Agreement attached with our response. Spectrum's SLA shall apply to the technical specifications, response times, credits, outages, and requirements of the provision of Services.

2. Network operations center: Solution will provide customer support functions including problem tracking via a ticket portal, resolution, and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to address any problems that may arise relative to its connection with vendor provided services via the portal.

   Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.

3. Trouble reporting and response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.

Length of Service Outage Per Site	**Credit is the following percentage of monthly recurring cost**
Less than 2 hours	No Credit
Greater than two (2) hours and less than four (4) hours	5%
Greater than four (4) hours and less than eight (8) hours	10%
Greater than eight (8) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%
Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

4. Escalation: In the event that service has not been restored within 2 hours, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
5. Resolution: The Customer will be notified immediately once the problem is

resolved and will be asked for verbal closure of the incident.

6. Trouble reporting, escalation, and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the County.
7. Measurement: Time starts from the time the Customer contacts vendor and identifies the problem.
8. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
9. Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.
10. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing Applicant.

Please see Spectrum's Service Level Agreement attached with our response. Spectrum's SLA shall apply to the technical specifications, response times, credits, outages, and requirements of the provision of Services.

Section 5: General Terms for All Proposals

Pender County Government reserves the right to disqualify any proposal that significantly deviates from submitting the requested information. Proposals that consist of a catalog of services will be disqualified.

Spectrum has read and understands.

2. Description of Proposal
    a. All current sites must be included in the bid. Failure to include all site names and addresses in a bid option could be considered grounds for disqualification.
    b. Respondent will provide a description of their proposal for all services and solutions.
    c. Service Provider must have a USAC 498 ID that is shown on the proposal.

    Spectrum has read and understands.
    Charter Communications Operating, LLC SPIN is 143050436.

3. Site names and addresses
    a. If their solution is chosen, respondents are required to include sites names and addresses on the contract.
    b. If their solution is chosen, respondents are required to include sites names and addresses on the monthly invoices.

    Spectrum agrees to include site names and address within Spectrum's Service Order.

4. Reselling and subcontracting

a. Any respondent who intends to resell or subcontract a lit service from a 3rd party must supply proof in writing that said party can provide service at all proposed Applicant locations.

Spectrum will be using Type II for some locations.

b. If, at any point following the bid submission, any changes from the 3rd party alters the costs or significantly changes the scope of the proposed service then the Applicant will not be liable for the cost increase and reserves the right to disqualify the bid and cancel any signed contracts without penalty.

Spectrum's proposal is based on the information provided herein and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

5. Timeline
   a. For each response, respondents must include a timeline for bringing all sites online.
   b. Proposals requiring little to no construction should be able to bring all sites online by the July 1 start of the funding year.
   c. For solutions requiring construction, a schedule of bringing sites online must be included with an explanation of how this timeline shifts if the date of the E-rate funding commitment shifts.
   d. New service must be installed, and service started by July 1, 2022. The contract must include a statement that all fees will be covered by the new vendor for any sites not connected by July 1, 2022.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the Customer's desired installation date. However, due to time constraints which are required for construction, designs, permits and various other factors, Spectrum will only commit to an estimated timeframe for delivery of Service. Spectrum's implementation goal is typically 90-120 days after full execution of a resulting agreement and applicable service order by the parties, however, upon award, a more accurate estimation will be provided once a project team has been assigned. Spectrum shall not be liable for any damages whatsoever

resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures or events beyond Spectrum's control.

6. Demarcation
    a. All solutions must terminate service or infrastructure in the demarcation point at each address specified in the pricing sheet.
    b. Solutions bringing service to the property line but not to the demarcation point are not acceptable.
    c. Respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.

        Spectrum's obligation is to provide services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Additional charges may be applicable to extend the Demarcation Point for any sites identified as a Type II Service Location.

    d. The handoff to each location will need to be an ethernet connection unless otherwise noted.

        Please see Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), service offering and bandwidth information.

7. Construction
    a. Construction details should include the total project plant route feet, average cost per foot of outside plants, total strands, and number of strands dedicated to the Pender County Government.

        Spectrum understands. If Special construction is required Spectrum will provide.

8. References
    a. For each response, respondent must provide 3 references from current or recent customers (preferably Local Government) with projects equivalent to the size of Applicant. – Appendix B

        Spectrum acknowledges. Please review the references provided within Spectrum's proposal response.

9. Contract
    a. For each response, respondents must provide a prepared service contract ready for signing within 10 business days of receiving the Letter of Intent.

        Spectrum has read and understands.

10. Complete and include the Price Proposal in Appendix C.

    Spectrum has read and understands.

11. Complete and include the checklist on Appendix D.

    Spectrum has read and understands.

12. E-rate Program Integrity Assurance (PIA) Review
    a. If their solution is chosen, respondents are required to promptly provide Applicant with any information being requested as part of PIA review.
    b. Vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.
    c. For all responses that include construction, the respondent agrees, by submitting its bid, to produce all construction labor, construction materials and other cost information requested during PIA review.
    d. All responses must agree, in writing, to this section in the Appendix D Checklist. Failure to answer is grounds for disqualification.

    Please refer to Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, service offering as well as special construction payment options, if applicable.

    Upon award, Spectrum will provide any information required by USAC related to E-Rate funding for the Services to be provided, including special construction costs and assist with the applicable paperwork.

13. Required Notice to Proceed and Funding Availability
    a. Applicant will follow the purchasing policies of the Pender County Government and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.
    b. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the County's issuance of a written Notice to Proceed.
    c. E-rate funding notification alone will not signify Notice to Proceed. The County will have the right to allow the contract to expire without implementation if appropriate funding does not come available.

    For those E-Rate eligible locations, Spectrum will comply with all E-rate rules and regulations relating to its performance obligations specified in the Service Agreement

    Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by

Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

For E-Rate eligible locations, Customer's Service Order shall incorporate the following E-rate Contingency clause as it relates to funding:

E-RATE FUNDING CONTINGENCY.
Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-rate program funding year start date.

Section 6: Evaluation Criteria

Price (E-rate eligible recurring and one-time circuit costs) is the primary and most heavily weighted factor. Other criteria may include but are not limited to: Complete bid submission, Prior Experience with Company, Proposed contract terms and conditions, E-rate ineligible recurring or one-time costs, and Provider references.

Spectrum has read and understands.

Section 7: Protest

1. Bid protests must follow the procedures in 01 NCAC 05B .1519 PROTEST PROCEDURES. http://reports.oah.state.nc.us/ncac/title%2001%20-%20administration/chapter%2005%20-%20purchase%20and%20contract/subchapter%20b/01%20ncac%2005b%20.1519.pdf

   Spectrum has read and understands.

APPENDIX A

Internet Service Locations						
Site	**Address**	**City**	**Zip Code**	**Service Requested**	**Static Public IP Address**	**Requested Bandwidth**
Howard Holly Building (HUB FOR WAN LOCATIONS)	300 E Fremont St.	Burgaw	28425	Internet Service	60	1 Gigabit x 1 Gigabit
Law Enforcement Center	605 East Fremont St.	Burgaw	28425	Internet Service	40	100 Mbps x 100 Mbps
EOC / EMS Station 1	805 Ridgewood Av.	Burgaw	28425	Internet Service	40	50 Mbps x 50 Mbps
Tourism	106 E Wilmington St.	Burgaw	28425	Internet Service	1	10 Mbps x 10 Mbps
Pender Memorial Park	601 S Smith St.	Burgaw	28425	Internet Service	1	50 Mbps x 50 Mbps
Hampstead Convenience Center	250 Transfer Station Rd	Hampstead	28443	Internet Service	1	50 Mbps x 50 Mbps
Hampstead Sheriff's Office Annex	15060 US Hwy 17	Hampstead	28443	Internet Service	5	50 Mbps x 50 Mbps

E-LAN / WAN Service Locations						
Site	**Address**	**City**	**Zip Code**	**Service Requested**	**Primary Hub Location / Address**	**Requested Bandwidth**
Animal Shelter	3280 New Savannah Rd.	Burgaw	28425	E-LAN / WAN	300 East Fremont St.	50 Mbps x 50 Mbps
Hampstead Annex	15060 US Hwy 17	Hampstead	28443	E-LAN / WAN	300 East Fremont St.	100 Mbps x 100 Mbps
Hampstead Library	75 Library Dr.	Hampstead	28443	E-LAN / WAN	300 East Fremont St.	100 Mbps x 100 Mbps
Shooting Range	8718 Shaw Hwy.	Rocky Point	28457	E-LAN / WAN	300 East Fremont St.	100 Mbps x 100 Mbps
Water Treatment Plant	289 Quality Way	Wilmington	28401	E-LAN / WAN	300 East Fremont St.	100 Mbps x 100 Mbps

E-Rate Eligible

Spectrum has read and understands.

APPENDIX B REFERENCES

References

School or County System	Contact Name	Email Address	Telephone Number
Guilford County Schools	Jared McMillan – IT Manager	mcmillj@gcsnc.com	336-378-8814
Winston Salem Forsyth County Schools	Chris Corbin – Director IT	cmcorbin@wsfcs.k12.nc.us	336-703-4298
Randolph County Schools	Dale Brinkley – Network Manager	dbrinkley@randolph.k12.nc.us	336-318-6151

Spectrum references are provided subject to obtaining the prior applicable consents from relevant references.

APPENDIX C – PRICE PROPOSAL FORM

Option #1:
Spectrum Enterprise Bid Response: 36 months with five-1 year extensions

Site	Proposed Bandwidth	Monthly Rate	Non-Recuring Charge	Static IP Address Costs
*Howard Holly Building 300 E. Fremont St.	1GGIG FIA, 61-Static IP 500 Mbps ELAN	$1,000.00 (FIA) $656.00 (EPLAN)	$0.00 $0.00	$0.00 (FIA) N/A (EPLAN)
Law Enforcement Center 605 East Fremont St.	100 Mbps FIA, 61-Static IP	$350.00	$0.00	$0.00
EOC / EMS Station 1 805 Ridgewood Ave.	50 Mbps FIA 61-Static IP	$350.00	$0.00	$0.00
Tourism 106 E. Wilmington St.	20 Mbps FIA 5-Static IP	$320.00	$0.00	$0.00
Pender Memorial Park 601 S. Smith St.	50 Mbps FIA 5-Static IP	$350.00	$0.00	$0.00
Hampstead Convenience Center 250 Transfer Station Road	50 Mbps FIA 5-Static IP	$350.00	$0.00	$0.00
Hampstead Sheriff's Office Annex 15060 US Hwy 17	50 Mbps FIA 5-Static IP	$350.00	$0.00	$0.00
Animal Shelter 3280 Savannah Road	100 Mbps ELAN (Type II, Last Mile AT&T)	$900.90	$150.00	0.00
Hampstead Annex 15060 US Hwy. 17	100 Mbps ELAN	$420.00	$0.00	N/A
*Hampstead Library 75 Library Dr.	100 Mbps ELAN	$420.00	$0.00	

Shooting Range 8718 Shaw Hwy.	100 Mbps ELAN (Type II, Last Mile AT&T)	$1,065.90	$150.00	
Water Treatment Plant 289 Quality Way	100 Mbps ELAN (Type II, Last Mile AT&T)	$1,065.90	$150.00	

Option #2:
Spectrum Enterprise Bid Response: 60 months with five-1 year extensions

Site	Proposed Bandwidth	Monthly Rate	Non-Recuring Charge	Static IP Address Costs
*Howard Holly Building 300 E. Freemont St.	1GIG FIA, 61-Static IP 500 Mbps ELAN	$1,000.00 (FIA) $590.00 (EPLAN)	$0.00 $0.00	$0.00 (FIA) N/A (EPLAN)
Law Enforcement Center 605 East Freemont St.	100 Mbps FIA, 61-Static IP	$350.00	$0.00	$0.00
EOC / EMS Station 1 805 Ridgewood Ave	50 Mbps FIA 61-Static IP	$350.00	$0.00	$0.00
Tourism 106 E. Wilmington St.	20 Mbps FIA 5-Static IP	$300.00	$0.00	$0.00
Pender Memorial Park 601 S. Smith St.	50 Mbps FIA 5-Static IP	$350.00	$0.00	$0.00
Hampstead Convenience Center 250 Transfer Station Rd	50 Mbps FIA 5-Static IP	$350.00	$0.00	$0.00
Hampstead Sheriff's Office Annex 15060 US Hwy 17	50 Mbps FIA 5-Static IP	$350.00	$0.00	$0.00
Animal Shelter 3280 New Savannah Rd	100 Mbps ELAN (Type II, Last Mile AT&T)	$900.90	$150.00	N/A

Hampstead Annex 15060 US Hwy 17	100 Mbps ELAN	$380.00	$0.00	N/A
*Hampstead Library 75 Library Rd	100 Mbps ELAN	$380.00	$0.00	N/A
Shooting Range 8718 Shaw Hwy	100 Mbps ELAN (Type II, Last Mile AT&T)	$1,065.90	$150.00	N/A
Water Treatment Plant 289 Quality Way	100 Mbps ELAN (Type II, Last Mile AT&T)	$1,065.90	$150.00	N/A

Pricing provided in Appendix C, Price Proposal Form is subject to the pricing details set forth in Spectrum's Service Proposal as well as the terms, conditions, qualifications and exceptions in Spectrum's bid response.

APPENDIX D CHECKLIST

Checklist

☒3-year proposal with five 1-year extensions
- 1 Gbps option included
- 2 Gbps option included

☒5-year proposal with five 1-year extensions
- 1 Gbps option included
- 2 Gbps option included

☒Network design illustrated

☐Construction routes are included

☒Design provides resiliency

☒Construction details (if needed)

☒Bandwidth is scalable

☒Pricing is attached
- Pricing includes NRC
- Pricing includes MRC
- Pricing includes all taxes and fees, including current rate for USF
- Understand that costs added to the quote after the bid is submitted are the responsibility of the company and not the Applicant

Pricing is not inclusive of applicable taxes, surcharges and fees. To the extent estimates are provided, Customer acknowledges that Spectrum cannot estimate all possible taxes, surcharges and fees, as taxability and regulatory classifications vary by customer and service location and may change. Please review Spectrum's taxes, surcharges and fees provisions within Section 7(b) of the Spectrum Enterprise Service Agreement.

Spectrum's proposal is based on the information provided herein and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

☒Single provider for all sites OR

- Provider for single sites

☒The contract will allow for bandwidth upgrades via a contract amendment

Customer shall have the option to add Services and increase speed and bandwidth during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in Monthly Recurring Charges for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate Monthly Recurring Charges and any non-recurring charges to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

☒Site additions or reductions will be addressed via a contract amendment

☒Disconnect fees

Termination shall be subject to Section 13 (Default, Suspension of Services and Termination) of the Spectrum Enterprise Service Agreement.

☒Downgrade fees

Customer shall not reduce Services or decrease speed and bandwidth from those set forth under the Contract except as provided in the Service Agreement or as otherwise agreed to in writing by Spectrum. Disconnects are subject to Termination Charges as set forth in Section 13of the Service Agreement.

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required.

☒Agree to SLA

Spectrum's Service Level Agreement(s) shall apply to the technical specifications, response times, credits, outages, and requirements of the provision of Services and shall supersede and replace all SLAs outlined in this RFP. Please refer to Spectrum's Service Level Agreement(s) located in the Appendix for details related to performance/service interruptions, maintenance, issue resolution, and credit procedures, as applicable.

☒Proposal includes all site names and addresses

Spectrum has read and understands.

☒If notified of winning this bid, the contract will include all site names and addresses

Service Locations will be listed in the Service Order.

☒Cut-over dates

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the Customer's desired installation date. However, due to time constraints which are required for construction, designs, permits and various other factors, Spectrum will only commit to an estimated timeframe for delivery of Service. Spectrum's implementation goal is typically 90-120 days after full execution of a resulting agreement and applicable service order by the parties, however, upon award, a more accurate estimation will be provided once a project team has been assigned.

☒Three references

Spectrum acknowledges. Please review the references provided within Spectrum's proposal response.

☒It is understood that failure to provide all items requested in this RFP are grounds for disqualification

Note to Pender County Library System: The terms of this RFP, including all parts, provisions and documents thereof, are subject to the Terms of Offer section of Spectrum's proposal.

☒USAC 498 ID (SPIN)

Charter Communications Operating, LLC 143050436

☒Upon award of a contract, Bulk Upload Spreadsheets will be provided
An aggregate uptime of 99.9% uptime will be provided

Spectrum provides standard Service Level Agreements for the Wide Area Networks we maintain. Spectrum is offering the following objectives:

Charter Business core network:	99.995%
Protected circuit:	99.995% to 99.99%
Unprotected circuit:	99.95%

Spectrum has carefully assessed, designed and will install the most technologically sound and cost-effective solution possible for the District. The Spectrum-provided network will deliver the capacities and reliability required for today's needs within a flexible platform for future growth. The operational support is in place to maintain a healthy and robust network as it changes over time. In-depth discussions confirming the network design recommendations will be completed with the District. Information Technology team prior to finalizing and implementing the design

☒Circuits will not be throttled

☒Protest deadlines are understood

☒By submitting a proposal, we are agreeing to the requirements of the RFP

Note to Pender County Library System: The terms of this RFP, including all parts, provisions and documents thereof, are subject to the Terms of Offer section of Spectrum's proposal.

☒SLA Portal (Ticket submission, network utilization, progression, tracking, etc.)

Please see Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), service offering and bandwidth information. Spectrum's Service Level Agreement(s) shall apply to the technical specifications, response times, credits, outages, and requirements of the provision of Services and shall supersede and replace all SLAs outlined in this RFP. Please refer to Spectrum's Service Level Agreement(s) located in the Appendix for details related to performance/service interruptions, maintenance, issue resolution, and credit procedures, as applicable.

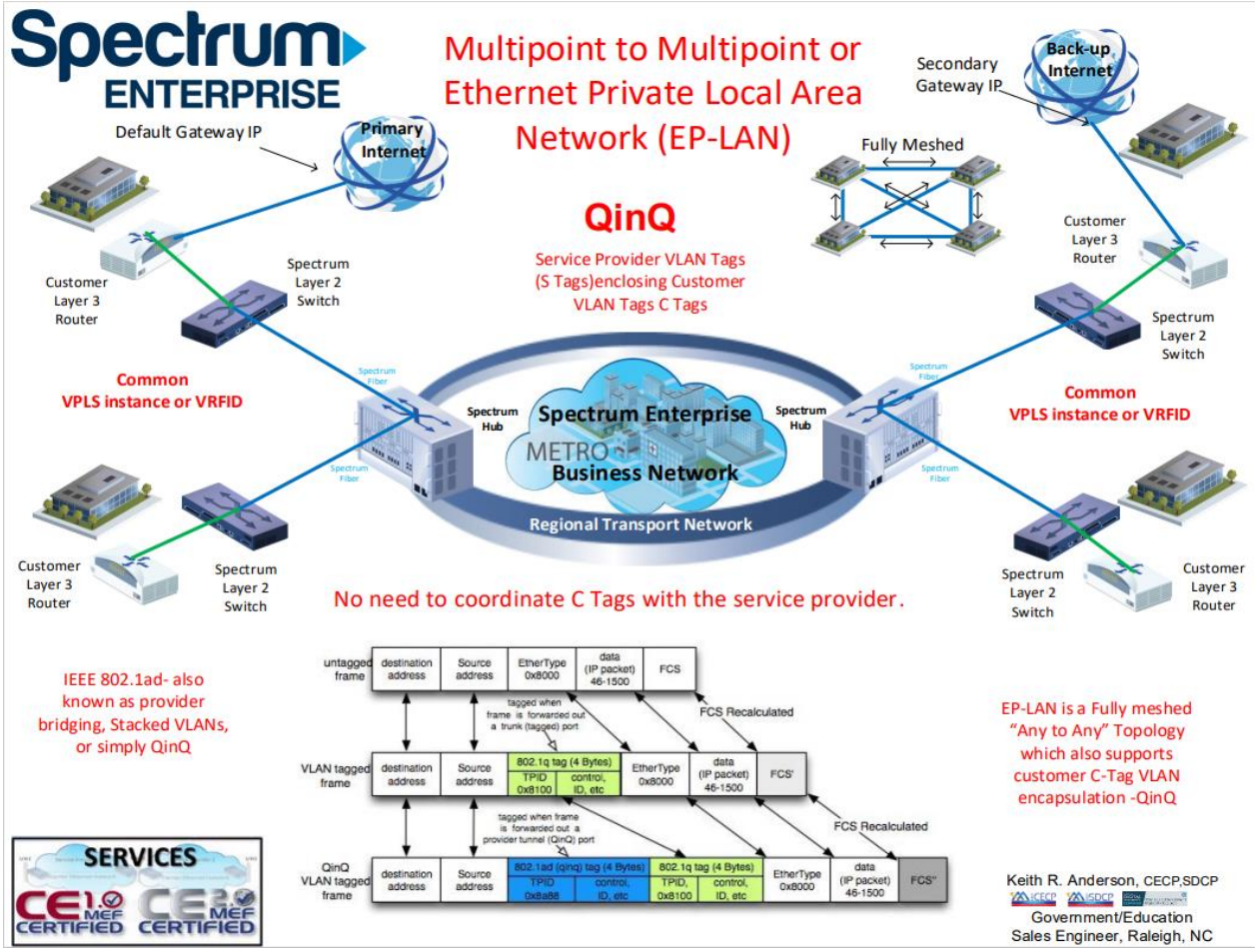
TECHNICAL RESPONSE PENDER COUNTY LIBRARY

SPECTRUM is responding to Pender County Library (PCL) Request for Proposals # 220105-220 with a Fiber based Metro Ethernet Solution using a fully meshed EP-LAN Topology coupled with our Fiber Internet Access (FIA) Solution. This solution will be provided over Spectrum's MEF Certified Network on dedicated fiber optic facilities from the customer premises to the SPECTRUM hub sites with the exception of three of your locations.

We have chosen to utilize AT&T as the last mile provider for three of your sites as indicated on the accompanying network diagram. By utilizing existing AT&T Fiber plant we are able to extend our network to these locations and provide a cohesive solution at lower cost to PCL. Spectrum will install our equipment at these locations to provide a test and monitoring point ensuring uniform network performance.

All SPECTRUM Metro E connections will be Full Duplex. SPECTRUM will provide the requested WAN service as an EP-LAN meshed Network allowing all locations to participate in a common Spectrum provided VLAN which will enclose all customer data traffic and route to all locations associated User Network Interfaces (UNIs) within the WAN. This VLAN encapsulation fully supports any customer VLANs or packet management schemes. As detailed in the attachments, the SPECTRUM solution would be provided as a Layer 2, MEF Certified Carrier Ethernet WAN utilizing IEEE 802.1Q VLANs to provide private and secure connectivity. All PCL Data will traverse the SPECTRUM Regional Network encapsulated in Private Service tagged IP packets. Any Customer VLAN tags or packet queuing will be passed unhindered

EP-LAN Example:



The solution we propose was developed based on our years of experience providing similar solutions to our Government clients throughout North Carolina as outlined in our enclosed Service Level Agreements (SLAs). We feel uniquely positioned to implement these metrics at all PCL locations over the length of this contract.

Standard engineering practices at Spectrum mandate the provisioning of our customer network solutions with appropriately sized customer premise equipment (CPE). Sharply focused on providing PCL the most cost effective solution, Spectrum has engineered the PCL WAN using Bandwidth appropriate site equipment. Because of the inherent capacity of the installed SPECTRUM Network, Pender County will have the ability to scale up the Bandwidth at sites, where needed, during the course of the contract term with a simple remotely initiated NID configuration change. At any time an increase of Bandwidth beyond the 1 Gig capacity becomes necessary (due to

changes in PCL Bandwidth demand) an interface change or necessary equipment refresh Spectrum will deploy new CPE within industry and commercial standard interval.
Optical Metro Ethernet Access is an IP over IEEE 802.3 based Full Duplex non-circuit, switched service. As such, the proposed solution is fully capable of supporting EPL (P2P), EVPL (P2MPT), or EP-LAN (MPT to MPT) Topologies, and QinQ which supports customer VLAN tagging (please see diagram above) and preservation. As the needs of Pender County change, the proposed solution can be customized to meet those needs, smoothly transitioning from one network topology to another. This is easily accomplished through logical configuration changes, it does not require the need for physical changes to the network or provided equipment. Additional physical service capacity will exist at each PCL site, installed during initial installation. These additional fiber pairs will be in place for future needs and will enhance the available fiber infrastructure for other desired Spectrum services for Pender County.

The customer premises facing demarcation point is an Ethernet Network Interface Device (NID) provided by SPECTRUM Enterprise. The NID can support 10/100/1000Base-T, 1000Base-SX, and 1000Base-LX interfaces as well as 10 Gig Optical multimode and single mode as specified by the customer. Spectrum can support up to 100 Gig Optical Hand-off as desired by PCL.

SPECTRUM's Ethernet services provide industry-standard solutions to meet the emerging network requirements faced by educators nationwide. Ethernet services scale from 5 Mbps to 10 Gbps and beyond and have built-in quality and resiliency features that are compliant with industry-standard Carrier Ethernet specifications. When combined with an Ethernet LAN, Ethernet services provide an end-to-end Native Ethernet solution. This makes Ethernet services easier to install, operate and maintain than TDM-based access service alternatives. Furthermore, compared to TDM solutions, end-to-end Ethernet solutions offer significant savings in monthly recurring charges.
Examples of this successfully implemented network architecture are delineated in our reference list in the appendix.

As a committed information rate network provider, Spectrum does not provide or require QOS. We do not oversubscribe our Network and therefore do not discriminate against one customer's data over another's. All customer UNIs are offered to perform at their contracted data speeds without discrimination. There are no additional charges for this service. Spectrum honors all customer packet queuing, VLAN tagging or other customer data management mechanisms and passes the customer data to its intended destination at the provided bandwidth speed without hindrance.

Spectrum CoS

Spectrum manages its core network utilization at a peak level of 70%. This means, once a core link spikes above 70% utilization we start the augmentation process of adding more bandwidth to the core. Spectrum **DOES NOT** have congestion issues which means that the customer's traffic will always be sent and received in accordance with the provided metrics in our attached SLA.

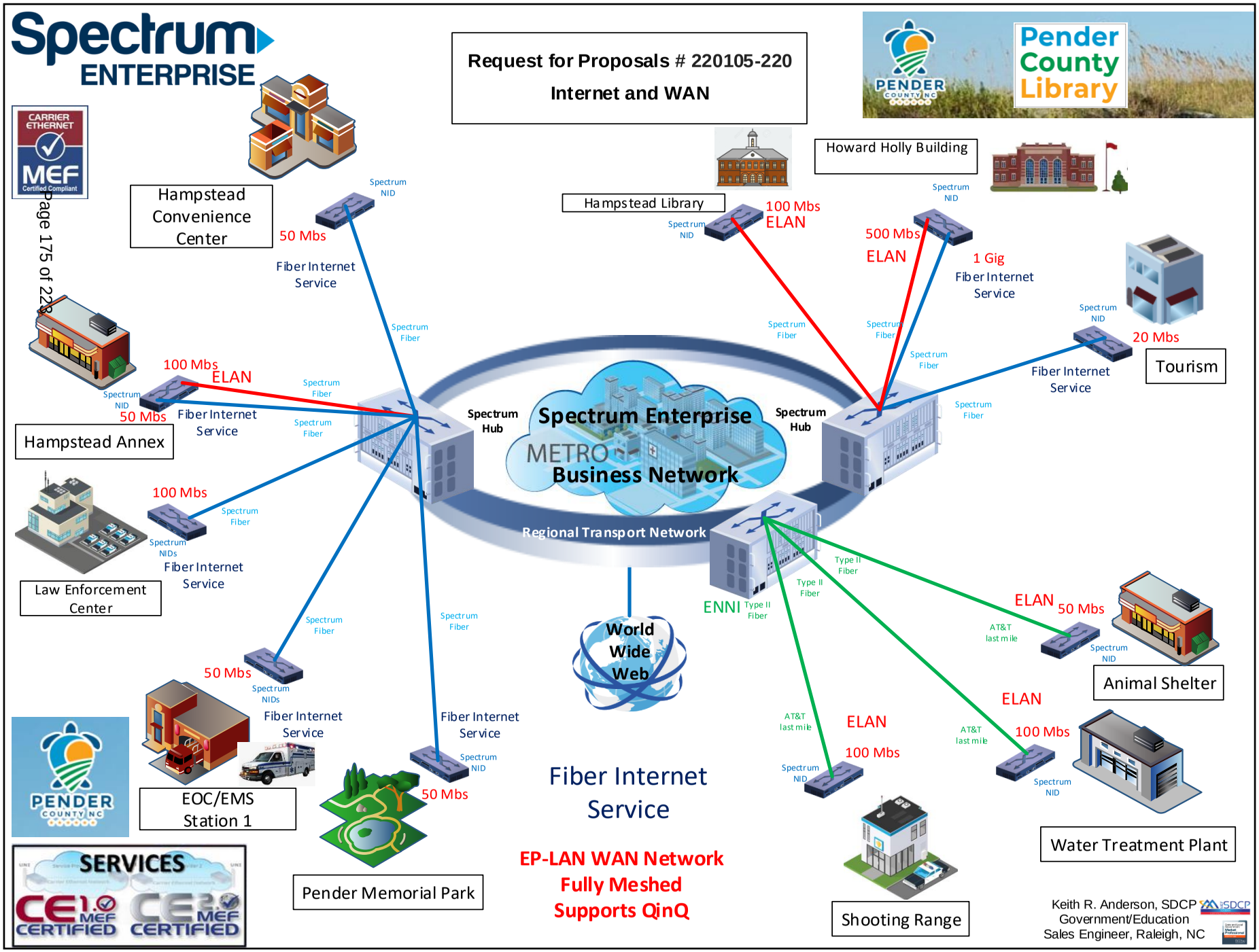
Resiliency

Spectrum has chosen to provide these services to Pender County utilizing EP-LAN Topology because of the resilient nature of this architecture. This type of WAN is ideal for system continuity by ensuring an outage at any one or multiple locations has no impact on the continued connectivity of others. Key system resources can be deployed anywhere on the WAN based on continuity needs such as geographical diversity, DR planning or backup Internet services so that PCL can continue to provide critical enterprise data services without impact to the remaining locations. A good example of this could be achieved by establishing a Primary and Secondary Internet connection at geographically diverse PCL locations. If the primary default gateway site experiences an Internet loss all sites would instantly access the Internet via the secondary default gateway at another site. A further example would be the deployment of redundant server resources. All sites would have access to all resources regardless of location on the Network.

Spectrum Network Diversity

By design, the Spectrum Network is built to support system continuity. Our Network is comprised of interconnected Distribution Hub sites (often referred to by other network providers as Central Offices). Each Hub is resilient and capable of operating either on UPS or Diesel generator backup to remain in operation during any interruption to the normal power grid. The high capacity fiber paths between the Hubs, referred to as the Regional Transport Network, facilitates rapid network recovery and the ability to provide diverse fiber to critical customer sites.
Resiliency, flexibility and scalability are the Hallmarks of our Network and the solutions we provide our customers.

Proposed Pender County Library Network Diagram on the following page:


Spectrum ENTERPRISE
Request for Proposals # 220105-220
Internet and WAN
Pender County Library
CARRIER ETHERNET
MEF
Certified Compliant
Hampstead Convenience Center
50 Mbs
Fiber Internet Service
Spectrum NID
Spectrum Fiber
Hampstead Library
Howard Holly Building
100 Mbs
ELAN
500 Mbs
ELAN
1 Gig
Fiber Internet Service
20 Mbs
Tourism
Hampstead Annex
100 Mbs
ELAN
50 Mbs
Fiber Internet Service
Spectrum Hub
Spectrum Enterprise
METRO
Business Network
Regional Transport Network
Law Enforcement Center
100 Mbs
Spectrum NIDs
Fiber Internet Service
ENNI
Type II Fiber
World Wide Web
ELAN
50 Mbs
AT&T last mile
Animal Shelter
50 Mbs
Spectrum NIDs
Fiber Internet Service
EOC/EMS Station 1
Fiber Internet Service
50 Mbs
Pender Memorial Park
Fiber Internet Service
ELAN
100 Mbs
Water Treatment Plant
Shooting Range
SERVICES
CE 1.0 MEF CERTIFIED
CE 2.0 MEF CERTIFIED
EP-LAN WAN Network
Fully Meshed
Supports QinQ
Keith R. Anderson, SDCP
Government/Education
Sales Engineer, Raleigh, NC

Spectrum ENTERPRISE

Spectrum Enterprise
Fiber Internet Access Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for Fiber Internet Access ("FIA") fiber-based service (the
"Service").

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured from Customer's Service Location to the location where Spectrum Enterprise has local access to the Internet (the Spectrum Enterprise "Point of Presence" or "POP") at the individual circuit or service level, and any applicable credits are issued only for the affected FIA circuit or service (the "Affected Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for FIA Services:

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

II. Priority Classification:

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to: (i) transmit and receive network traffic on Customer's dedicated access port at the Spectrum Enterprise network hub; or (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer's Service Location, if necessary, (iv) service issues arising from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

©2017 Charter Communications. All Rights Reserved. Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	Each a "Priority 1 Outage": • Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing
Priority 2	• Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority3	• A service problem that does not impact the Service; or • A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the FIA Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an FIA Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the FIA Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per FIA Service
Total number of Priority 1 Outage trouble tickets per FIA Service

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each FIA Service. The roundtrip delay is expressed in milliseconds (ms).

©2017 Charter Communications. All Rights Reserved. Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.

Latency is calculated as follows:

$$\text{Latency/Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100\ (\%) - \text{Frames Received (\%)}$$

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame Delay Variation is calculated as follows:

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

VIII. Network Maintenance

Maintenance Notice:
Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:
Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

©2017 Charter Communications. All Rights Reserved. Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.

IX. Remedies

Service Credits:
If the actual performance of an FIA Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:
If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

©2017 Charter Communications. All Rights Reserved. Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.

SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service attached hereto ("Terms of Service") with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the services hereunder ("Spectrum").

Spectrum Sales Support Contact Information
Spectrum Account Executive: Office: Mobile: Email:

Customer Information				
Customer Name (Exact Legal Name):				
Street Address:	Suite:	City:	State:	Zip:
Customer's Main Tel. No.:		Fax. No.:		
Customer Contact Name:	E-mail:		Tel No:	
Billing Address:	Suite:	City:	State:	Zip:
Billing Contact Name:	E-mail:		Tel No:	

Agreement

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

Authorized Signature for Customer	**Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

2016-2021 Charter Communications, all rights reserved

COMMERCIAL TERMS OF SERVICE

These Terms of Service include all Attachments hereto ("Attachment(s)"), and all other documents identified hereunder, each of which are incorporated herein by reference. The Attachments further describe Spectrum's services (each a "Service" or collectively the "Services") and set forth additional terms and conditions for the applicable Service. Spectrum and Customer may each be referred to as a "Party" or collectively as the "Parties." Unless specifically set forth in any Attachment, capitalized terms shall have the meanings set forth in this Service Agreement.

GENERAL

1. SERVICE AGREEMENT TERM. The Service Agreement shall be effective upon the earlier to occur of (a) the latest date of the signatures of the Parties; or (b) Spectrum's commencement of performance (the "Effective Date"). The Service Agreement shall remain in effect until the expiration or proper termination of the final existing Service Order entered into under this Service Agreement (the "Term").

2. SERVICES. Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum.Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

3. ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

4. AVAILABILITY OF FACILITIES. Customer understands that certain Services, or certain features, may not be available in all Spectrum service areas, may change from time to time and Spectrum may decline to provide any requested Services. Spectrum's ability to provide Services depends upon its ability to secure and retain, without additional expense, suitable facilities, third party connections, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. If Spectrum is unable to secure and retain such items in accordance with the foregoing, Spectrum may decline to accept or cancel a Service Order upon notice to Customer in accordance with Section 5(f). Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entities when authorized by Customer to allow connection of a Service Location to the Network.

5. SERVICE LOCATION ACCESS AND INSTALLATION.

(a) Access. Spectrum requires reasonable access to each Service Location at any time throughout the Term as necessary for Spectrum to provide the Services and to review, install, inspect, maintain, repair, or remove any Spectrum-provided cabling, modems, related splitters, routers or other equipment ("Spectrum Equipment") used to provide the Services. If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) in order for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer's request for Services, or terminate or amend the affected Service Order with respect to the Service Location that Spectrum cannot access, without any liability to Customer.

(b) Installation Review. Spectrum may perform, either before or after acceptance of a Service Order, an installation review (including a review of Customer's inside wiring) of each proposed Service Location prior to installation of the Services to determine the serviceability of such network location and/or the need to extend Spectrum's facilities, fiber optic cable, electronics, or other equipment (collectively, the "Network") to provide the Services at the Service Location. If during the installation review, review of available facilities and access, site preparation, or installation activities described herein, Spectrum determines that additional work is required to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges (as defined below) in excess of the amounts previously specified in a quote or Service Order. Upon request, Customer shall provide Spectrum with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps.

(c) Site Preparation. Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Spectrum Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the Spectrum Equipment or Services. In addition,

2016-2021 Charter Communications, all rights reserved

Customer shall provide Spectrum with floor space, rack space, other space, inside wiring, and clean power all as is reasonably necessary for the installation, operation, and delivery of Spectrum Equipment and Services at the Service Location(s). Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, inside wiring, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services ("End User") shall be borne solely by Customer. Any failure or refusal by Customer to be ready to receive Services does not release Customer from its obligation to pay Service Charges for any Services that would otherwise be available for Customer's use.

(d) Installation. Spectrum will schedule one or more installation visits with Customer. At the Customer's request, Spectrum may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional Service Charges based on Spectrum's actual incurred labor, material or other costs for such non-routine installation or maintenance. Customer's authorized representative must be present during installation.

If Spectrum is unable to install the Service as a result of (i) Customer's (or any End User's) failure to deliver any required materials, support or information to Spectrum; (ii) Customer's (or any End User's) failure to provide access to a Service Location; or (iii) Spectrum's inability to obtain access to equipment at the Service Location as necessary for installation of the Service, or (iv) Customer's Equipment (as defined herein) being inadequate to interconnect with the Services, then Customer shall pay Spectrum a Service Charge at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional Service Charge for each subsequent trip necessary to perform the Service installation. In addition, if Spectrum's installation of the Service is delayed as a result of Customer's actions or inactions as set forth above or if Customer is otherwise refusing or not ready to receive Services, then Spectrum will notify Customer that Spectrum is ready to finalize installation of the Services (the "Ready Notice") and may begin invoicing Service Charges as set forth in Section 7 upon the earlier of the Billing Start Date or sixty (60) days after the date of the Ready Notice.

Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer- provided or End User equipment (collectively, "Customer Equipment"), unless otherwise set forth in an Attachment or agreed in writing between the Parties, and shall conform its Customer Equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum.

(e) Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum's faulty workmanship or installation of the Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship. If the installation and maintenance of Services at the Service Locations is or becomes, in Spectrum's sole opinion, hazardous or dangerous to Spectrum's employees or Network, the public, or property, including without limitation due to the presence of asbestos or other hazardous materials, Spectrum may refuse to install and maintain such Service or stop providing Services until such time as the condition is remedied or an alternative Service Location is designated that is not hazardous or dangerous. Customer shall bear any additional costs incurred by Spectrum arising from any such hazardous or dangerous conditions.

(f) Service Order Revisions and Cancellations. If, either before or after a Service Order is executed, or during the course of this Service Agreement, Spectrum determines that: (i) there is a lack of available service as detailed in Section 4, or the criteria outlined in Section 5 are not met; (ii) additional work is necessary to enable Spectrum to deliver the Services to the Service Location; (iii) access, transmission medium, equipment, adequate transmission capacity, services from or interconnection with the services or facilities of other providers, would require an additional cost or are unavailable; (iv) Customer's inside wiring is causing signal leakage which violates the Federal Communications Commission's guidelines; or (v) there is any other cause beyond Spectrum's control that causes an adverse effect on Spectrum's ability to provide the Service, then Spectrum may, at Spectrum's sole discretion, either decline to accept or cancel a Service Order. Alternatively, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Spectrum notifies Customer that additional Service Charges will apply and if Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to cancel the applicable Service Order or, if no Service Order has been executed, Spectrum has the right to decline to accept a pending Service Order.

2016-2021 Charter Communications, all rights reserved

6. EQUIPMENT.

(a) Equipment Responsibilities and Safeguards. Spectrum shall use commercially reasonable efforts to maintain and secure the Spectrum Equipment used by Spectrum to provide Services to Customer. Except as otherwise provided in this Service Agreement or any Service Order(s), Customer shall be responsible for the maintenance or repair of any cable, electronics, structures, equipment, or materials owned or provided by Customer. Customer shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software on the Spectrum Equipment not provided by Spectrum, or otherwise tamper with any portion of the Spectrum Equipment without the prior consent of Spectrum. Customer shall be responsible for loss or damage to the Spectrum Equipment while at Customer's or an End User's facilities. Customer shall also ensure that all Spectrum Equipment at Customer's and End Users' Service Location(s) remains free and clear of all liens and encumbrances.

(b) Customer Security Responsibilities. Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and Spectrum Equipment. Customer shall secure and maintain any and all Customer Equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, "PBXs"), where applicable, and any applications accessible through use of Customer Equipment, and shall be solely responsible for any conduct through and any charges incurred on Customer's Service account, regardless of whether such activity or charges are authorized by Customer management or involve fraudulent activity until such time as Customer informs Spectrum of any fraudulent or unauthorized access. Without limiting Customer's responsibilities, Spectrum has the right to implement reasonable measures to track, manage, and secure the connection between any Customer Equipment or applications used by Customer, End Users, or any third party who accesses the Customer Equipment and the Spectrum Network, including without limitation authentication or other security access procedures. Spectrum may suspend any affected Services if Spectrum discovers or becomes aware of any breach or compromise of the security of any Customer Equipment, Service, Service Location, Spectrum Equipment, or connection to the Spectrum Network.

(c) Equipment Return, Retrieval, Repair, and Replacement. Upon termination or expiration of this Service Agreement or Service Order(s) ("Termination"): Customer shall immediately cease all use of and promptly return, if applicable, to Spectrum any software or software services provided by Spectrum ("Software"). Additionally at the discretion and direction of Spectrum: (x) Customer shall return the Spectrum Equipment to Spectrum; (y) Customer shall allow Spectrum to retrieve the Spectrum Equipment, which Spectrum Equipment must be in the condition in which the Spectrum Equipment was originally received by Customer, subject to ordinary wear and tear; or (z) Spectrum may choose not to recover all or certain portions of the Spectrum Equipment at the Customer's Location

If, upon Spectrum's request, Customer fails to return the Spectrum Equipment, or does not allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated, Spectrum may, at its discretion charge Customer an amount equal to: (i) Spectrum's then-applicable unreturned equipment charge, or the retail cost of replacement of the unreturned Spectrum Equipment; plus (ii) any and all costs and expenses associated with Spectrum's unsuccessful attempts to retrieve the Spectrum Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects, together with any costs incurred by Spectrum in obtaining or attempting to regain possession of the Spectrum Equipment. The proper disposition of any Spectrum Equipment that is not returned to, or recovered by, Spectrum will be the sole responsibility of Customer, and must be in accordance with applicable laws. The foregoing Customer obligations will survive the termination of Service.

7. STANDARD PAYMENT TERMS. Customer shall pay recurring and non-recurring charges, taxes, and fees for the Services in the amount specified on the Service Order and other applicable charges as described in this Service Agreement (collectively, "Service Charges").

(a) Charges. Spectrum invoices for monthly recurring charges specific to the Service(s) ("MRCs"), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges ("OTCs") for construction or installation charges after the Billing Start Date or as specified in the Service Order. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.

2016-2021 Charter Communications, all rights reserved

(b) Taxes, Surcharges, and Fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Service Agreement, including but not limited to applicable federal, state, and local sales, use, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation.

Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer that Spectrum is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.

To the extent that a dispute arises under this Service Agreement as to which Party is liable for fees or taxes, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income. Customer acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due to or from Spectrum or from its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes, and surcharges.

(c) Change Requests. Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

(d) Site Visits and Repairs. If Spectrum visits a Service Location to either inspect the Services or respond to a service request, and Spectrum reasonably determines that the cause of the service issue is not due to a problem arising from Spectrum's Network or Spectrum Equipment, but rather is due to Customer misuse, abuse, or modification of the Services, Customer Equipment or facilities, or due to similar acts by a third party not under Spectrum's control or direction, then Spectrum may invoice Customer at Spectrum's then-prevailing commercial rates for an on-site visit, plus any charges for Spectrum Equipment repair or replacement as a result of Customer or third party damage that may be necessary.

(e) Invoicing Disputes; Late and Collection Fees. Customer must provide notice to Spectrum of any disputed charges within sixty (60) days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged. Undisputed amounts not paid within thirty (30) days of the invoice date shall be past due and subject to a late fee up to the lesser of 1.5% of the MRC per month or the maximum amount permitted by law. If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a reconnect fee, and one or more MRCs in advance before reconnecting Services. Spectrum may charge a reasonable service fee for all returned checks and bankcard, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Service Agreement.

(f) Credit Verification. Spectrum shall have the right to verify Customer's credit standing at any time.

2016-2021 Charter Communications, all rights reserved

(g) Bundled Pricing. If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Spectrum Service ("Bundle"), then the following conditions shall apply:

i. In consideration for Customer's purchase of all Services in the Bundle, and only with respect to that period of time during which Customer continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the Spectrum program governing such Bundle, will be reflected in the MRC for the respective Services.
ii. Upon Termination by Customer, for any reason other than a Spectrum Default, of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum's unbundled pricing for such Service(s) in effect at the time of Termination. Termination liability applicable to the Services under this Service Agreement shall otherwise remain unchanged.

8. ADMINISTRATIVE WEB SITE. Spectrum may, at its sole option, make one or more administrative web sites, including without limitation www.spectrum.net, available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Spectrum may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site and Customer must promptly change any Spectrum-provided user identifications and passwords to a secure, Customer-designated user identification and password. Customer shall be responsible for the confidentiality and use of such user identifications and passwords, whether provided by Spectrum or designated by Customer, and any equipment or devices used to access any Administrative Web Site, and shall immediately notify Spectrum if there has been an unauthorized release, use, or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site. Spectrum shall not be liable for any loss, cost, expense, or other liability arising out of any Customer use of the Administrative Web Site.
Spectrum may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Any additional terms and policies applicable to Customer's use of the Administrative Web Site will be posted on the site.

9. SUPPORT. Spectrum shall provide contact information for inquiries and remote problem support for the Services. All such Customer support shall be provided only to Customer's designated personnel or as mutually agreed upon by Spectrum and Customer. Customer is responsible for all communications and support for its End Users. Customer shall provide routine operational support for Spectrum Equipment located at a Service Location, including without limitation, by performing reboots as requested by Spectrum. Customer is responsible for the installation, repair, and use of Customer Equipment, including without limitation, Customer-supplied third-party hardware, or software for the use of Spectrum Service or third party services.

Spectrum does not support third-party hardware or software used in conjunction with third-party services or supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Spectrum assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third-party software, or any Customer Equipment or Customer-supplied software with the Services. If such third-party equipment or software impairs the Services, Customer shall continue to pay all applicable Service Charges. If, at Customer's request, Spectrum should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Spectrum's discretion and subject to Service Charges as set forth in Section 7(d).

10. CUSTOMER REPRESENTATIONS AND OBLIGATIONS

(a) Representations. Customer represents and warrants to Spectrum that: (i) Customer has the authority to execute, deliver and carry out the terms of this Service Agreement, and (ii) its End Users and any person who accesses any Services at the Service Location, will use the Service and Network for Customer's internal business purposes and will comply with the terms of this Service Agreement.

(b) No Reselling. Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for Customer's internal business without the express prior consent of Spectrum, including without limitation, any use to provide services for the benefit of, or on behalf of, any third party other than Customer or its End Users.

(c) No Illegal Purpose or Unauthorized Access. Customer shall not use or permit End Users or third parties to use the Service(s), including the Spectrum Equipment and Software, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.

(d) No Interference. Customer shall not interfere with or cause technical difficulties for other customers' use of equipment or Services or interfere with or disrupt the Spectrum Network, backbone, nodes, other Services, or third-party providers. Customer shall not install any equipment, including without limitation, any antenna or signal amplification system, at the Service Location that interferes with the Services.

2016-2021 Charter Communications, all rights reserved

(e) Applicable Laws. With respect to Customer's and End Users' use of the Service (including the transmission or use of any content via the Service), Customer shall comply, and shall ensure that its End Users comply, with all applicable laws and regulations in addition to the terms of this Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Service Agreement.

(f) Acceptable Use. As between the Parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (ii) all content that is viewed, stored or transmitted via the Service, as applicable, and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission.
For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Service Agreement.

11. PERFORMANCE. Unless otherwise set forth in an Attachment or service level agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.

12. MONITORING, EQUIPMENT UPGRADES AND NETWORK MODIFICATIONS. Spectrum has the right, but not the obligation, to upgrade, modify, and enhance the Spectrum Network and the Service and take any action that Spectrum deems appropriate to protect or improve the Service and its facilities. Spectrum shall have the right, but not the obligation, to monitor, record, and maintain oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance, or as permitted under applicable law.

13. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION.

(a) Default. A Party shall be in default under this Service Agreement if it has failed to comply with the terms of this Service Agreement or any Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within thirty (30) days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance ("Default").

(b) Mutual Termination Rights. Either Party may terminate this Service Agreement or a Service Order if: (i) the other Party is in Default; or (ii) the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debts, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange.

(c) Termination for Convenience by Customer. Notwithstanding any other term or provision in this Service Agreement, Customer may terminate a Service Order, or this Service Agreement, at any time upon thirty (30) days prior notice to Spectrum, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined below), and the return of any Spectrum Equipment.

(d) Spectrum's Right to Suspend. Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to suspend Services or any component thereof if Customer fails to comply with any applicable laws or regulations or this Service Agreement, or if Customer or its End Users' use of the Service is determined by Spectrum, in its sole discretion, to result in a material degradation of the Spectrum Network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect Customer's on-going obligation to pay Spectrum any amounts due under this Service Agreement. If Spectrum suspends any Service, Spectrum may require the payment of reconnect or other charges before restarting the suspended Service.

(e) Termination Charges. Upon Termination, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer Default or for Customer's convenience, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty. This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire Service Agreement.

2016-2021 Charter Communications, all rights reserved

(f) Survival. The provisions of sections 6(c), 7(b), 7(e), 13(e), 13(f), 14, 15, 18-22 and the Attachments shall survive the termination or expiration of the Service Agreement.

14. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.

(a) DISCLAIMER OF WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND SPECTRUM EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, SPECTRUM EQUIPMENT, AND ANY SPECTRUM MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH, OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

(b) LIMITATION OF LIABILITY. WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE ORDER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES, OR SERVICES.

15. INDEMNIFICATION. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Spectrum, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the "Indemnified Parties") against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following:

2016-2021 Charter Communications, all rights reserved

(a) Customer's misuse of the Service,
(b) Customer's failure to comply with any applicable law, order, rule, regulation or ordinance or this Service Agreement,
(c) Personal injury or tangible property damage caused by Customer's or its employees' or agents' negligence or willful misconduct.
Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

16. COMPLIANCE WITH LAWS. As between the Parties, Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Service Agreement.
Unless specified otherwise in the Service Agreement, each Party shall give all notices, pay all fees and comply with all applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement. The Service Agreement is subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdiction(s) in which Spectrum provides the Services. If any provision of the Service Agreement contravenes or is in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Service Agreement. If the relevant law or regulation applies to some but not all of the Services being provided under the Service Agreement, then such law or regulation shall take priority over the relevant provision of the Service Agreement only for purposes of those Services to which the law or regulation applies. Except as explicitly stated in the Service Agreement, nothing contained in the Service Agreement shall constitute a waiver by Spectrum of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance, or removal of the Services, facilities or equipment.

17. REGULATORY CHANGES. In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of Spectrum's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Spectrum in providing the Service, Customer acknowledges and agrees that Spectrum may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase. Spectrum shall use commercially reasonable efforts to notify Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the Service Charges payable by Customer under the Service Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without an obligation to pay Termination Charges, provided Customer notifies Spectrum at least thirty (30) days in advance of Customer's requested termination date. Further, in the event that Spectrum is required to file tariffs or rate schedules with a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff or rate schedule shall govern Spectrum's delivery of, and Customer's use or consumption of the Service. In addition, if Spectrum determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Spectrum may terminate the Service Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.

18. ARBITRATION. This Service Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Customer in the event of a dispute. Subject to the "Exclusions" paragraph below, Spectrum and Customer agree to arbitrate disputes and claims arising out of or relating to this Service Agreement, the Services, the Spectrum Equipment, Network, or marketing of the Services. Notwithstanding the foregoing, either Party may bring an individual action on any matter or subject in small claims court. The arbitrator of any dispute or claim brought under or in connection with this Service Agreement shall not have the power to award injunctive relief, which may only be sought in an appropriate court of law. No claim subject to arbitration under this Service Agreement may be combined with a claim subject to resolution before a court of law. THIS SERVICE AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

(a) A Party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Spectrum should be addressed to: VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 ("Arbitration Notice Address"). The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If the Parties do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, Customer or Spectrum may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of this Service Agreement. The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Service Agreement, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

2016-2021 Charter Communications, all rights reserved

(b) EACH PARTY SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES THAT SUCH PARTY INCURS INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED UNDER APPLICABLE LAW. If the arbitrator's award exceeds $75,000, either Party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within thirty (30) days after the date of entry of the arbitration award. The appealing Party must provide the other Party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within one hundred twenty (120) days of the date of the appealing Party's notice of appeal.

The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act. The Parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules. Unless Spectrum and Customer agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the Borough of Manhattan, City of New York.

(c) CUSTOMER AGREES THAT, BY ENTERING INTO THIS SERVICE AGREEMENT, CUSTOMER AND SPECTRUM ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY. CUSTOMER AND SPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING. Furthermore, unless both Customer and Spectrum agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding.

(d) Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY. For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from this Service Agreement, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.

(e) EXCLUSIONS. CUSTOMER AND SPECTRUM AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:

i. ANY INDIVIDUAL ACTION BROUGHT BY CUSTOMER OR BY SPECTRUM ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.
ii. ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.
iii. ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

19. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

(a) Spectrum's Proprietary Rights. All materials including, but not limited to, any Spectrum Equipment (including related firmware), software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers and shall not become a fixture to the Service Location. Customer shall acquire no title to, interest or right (including intellectual property rights) in the Spectrum Materials by virtue of the payments provided for herein other than the limited, non-exclusive, and non-transferable license to use the Spectrum Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party. Customer shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum or its suppliers. Customer shall not open, alter, misuse, tamper with, or remove the Spectrum Equipment or Spectrum Materials as and where installed by Spectrum, and shall not remove any markings or labels from the Spectrum Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.

(b) Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Spectrum Materials and any other information and materials provided by Spectrum in connection with this Service Agreement, including but not limited to the contents of this Service Agreement and any Service Orders. Customer may not issue a press release, public announcement or other public statements regarding the Service Agreement without Spectrum's prior consent.

2016-2021 Charter Communications, all rights reserved

(c) Software. If Software is provided to Customer hereunder, Spectrum grants Customer a limited, non-exclusive, and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Services for Customer's internal business purposes during the Term. Customer shall not copy, reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software. Upon termination of a Service Order, the license to use any Software provided by Spectrum to Customer in connection with the Services provided under the Service Order shall terminate and Customer shall destroy any copies of the Software provided to Customer.

20. PRIVACY. Spectrum also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Spectrum's website at https://enterprise.spectrum.com/. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Customer. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act, the Federal Cable Communications Act, the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in an Attachment, the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Service Agreement by this reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.

21. NOTICES.

(a) Except for notice to terminate the Service Agreement or to disconnect any Services as set forth in Section 21(b) below, all other notices to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses

If to Spectrum:
Charter Communications Operating, LLC
ATTN: Commercial Contracts Management
Corporate - Legal Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address or as set forth in the Service Agreement. Each Party may change its respective address(es) for legal notice by providing notice to the other Party. Upon Spectrum's request, Customer will also provide Spectrum with a current email address that Customer regularly checks so that Spectrum may provide copies of notices and other communications to Customer by email.

(b) Disconnect Notice. Customer may disconnect a Service or all Services under the Services Agreement by following the instructions available at this link: https://enterprise.spectrum.com/support/faq/account/how-to-cancel-service.html (such instructions in the link may be updated from time to time).

22. MISCELLANEOUS.

(a) Entire Agreement. This Service Agreement, including without limitation all Attachments, incorporated documents and any executed Service Orders constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof. This Service Agreement supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of this Service Agreement, including without limitation any prior confidentiality or non-disclosure agreement between the Parties regarding the purchase and sale of Spectrum Services. Spectrum may change or modify the Terms of Service at any time by posting revised Terms of Service to the Spectrum website at https://enterprise.spectrum.com/ or such other URL as Spectrum may specify from time to time (the "Spectrum Website"). The revisions to the Terms of Service are effective upon posting to the Spectrum Website. Customer may receive notice of any revisions to the Terms of Service by email or in the next applicable invoice. Customer shall have thirty (30) calendar days from the date of the notice to provide Spectrum with written notice that the revisions to the Terms of Service materially and adversely affect Customer's use of the Services. If after notice Spectrum is able to verify such material adverse effect, but is unable to reasonably mitigate the impact on such Services, then Customer may terminate the impacted Services and Service Order(s) without further obligation to Spectrum beyond the termination date, including Termination Charges, if any, as its sole and exclusive remedy.

2016-2021 Charter Communications, all rights reserved

Customer should also consult Spectrum's website https://enterprise.spectrum.com/ to be sure Customer is aware of Spectrum's Acceptable Use Policies, Network Management Practices, applicable tariffs online product descriptions, and other policies or practices that are applicable to Customer's use of the Services (collectively "Policies"). Customer's use of the Services shall be deemed acknowledgment that Customer has read and agreed to Spectrum's Policies as a part of this Service Agreement.

(b) Signatures; Electronic Transactions. This Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature. The Parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices in Section 21.

(c) Order of Precedence. Each Service shall be provisioned pursuant to the terms and conditions of this Service Agreement. In the event that Spectrum permits Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of the Service Agreement or any Service Order are inconsistent with the terms of any applicable tariff, the tariff shall control.

To the extent that the terms of any Service Order are inconsistent with the terms of these Terms of Service, the Terms of Service shall control, excluding pricing discounts, nonrecurring fees, or order fulfillment timing terms to the extent permissible under applicable law set forth in the Service Order that shall control.

(d) No Assignment or Transfer. Customer may not assign or transfer (directly or indirectly by any means, including by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining consent from Spectrum, and any assignment or transfer in violation of this Section shall be null and void. Spectrum may assign its rights and obligations under this Service Agreement, in whole or in part, and any Service Order(s) to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s) without the prior approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of Spectrum in the Service Agreement may accrue to, or be fulfilled by, any affiliate, as well as by Spectrum or its subcontractors.

(e) Severability. To the extent any term, covenant, condition or portion of this Service Agreement is held to be invalid or unenforceable, the remainder of this Service Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law as nearly as possible to reflect the original intentions of the Parties.

(f) Force Majeure. Notwithstanding anything to the contrary in the Service Agreement, neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, weather, fire, flood, natural causes, mechanical or power failures, fiber cuts, governmental acts or any order, law or ordinance in any way restricting the operation of the Services (each a "Force Majeure Event"). Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.

(g) Governing Law; Claims Limitation; Waiver of Jury Trial. The law of the state of New York shall govern the construction, interpretation, and performance of this Service Agreement, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded. Any legal action brought under or in connection with the subject matter of the Service Agreement shall be brought only in the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York State court sitting in the Borough of Manhattan, City of New York. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Service Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Service Agreement in the Federal or state courts sitting in the Borough of Manhattan, City of New York, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Except as otherwise specified in Section 7(e), any claim that Customer wishes to assert under the Service Agreement must be initiated not later than one (1) year after the claim arose. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.

2016-2021 Charter Communications, all rights reserved

(h) No Third Party Beneficiaries. The terms of this Service Agreement and the Parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Service Agreement, and the consideration provided by each Party hereunder only runs to the respective Parties, and that no person or entity not a Party to this Service Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the Parties.

(i) Waiver. Except as otherwise provided herein, the failure of Spectrum to enforce any provision of this Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding on Spectrum, any waiver must be in writing.

(j) Remedies Cumulative and Nonexclusive. Unless stated otherwise herein, all rights and remedies of the Parties under this Service Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

2016-2021 Charter Communications, all rights reserved

Attachment A
Spectrum Business TV and Enterprise TV Service
(collectively, "TV Service")

Spectrum Business TV Service: Spectrum Business TV Service includes television programming services, including the package of channels and music programming as designated in a Service Order. Customer must notify Spectrum if Customer's use of the Service will be for private or public viewing. If specified in the Service Order, Spectrum will provide to private-view Customers premium programming such as HBO, Showtime, TMC, Cinemax, STARZ, Encore, or Epix, or Customer premise equipment such as DVRs (collectively, "Premium Services").

Spectrum Enterprise TV Service: Spectrum Enterprise shall provide the customized multi-channel video programming service ("Enterprise TV Service") to Customer's Service Location(s) identified in a Service Order. Enterprise TV Service includes Government TV, Healthcare TV, Hospitality TV, and Education/University TV. Enterprise TV Service includes the channel line-up and those premium and other pay-per-view, video-on-demand, or any visual content as mutually agreed upon in the Service Order. If specified in the Service Order, Spectrum will provide Premium Services to Customer.

1. Music Programming. Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers, Broadcast Music, Inc., and SESAC, Inc. or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services. Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the TV Service is being displayed or are to be displayed; or (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the TV Service.

2. Spectrum Equipment. Spectrum owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its TV Service, Network, and Spectrum Equipment, except for (i) any video display terminals ("Connections") or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Spectrum Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum) Customer shall own such items and Customer hereby grants to Spectrum the non-exclusive right to access and use such space during the Order Term as provided in the Service Agreement. The inside wiring and Connections shall be provided and installed by Customer, at its sole expense, in consultation with Spectrum and any specifications provided by Spectrum to Customer in writing. Spectrum shall not be responsible for an outage that may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of Customer or any third party, including but not limited to, instances where such outage is due to the Customer's failure to promptly provide Spectrum with access to the Service Location to inspect, monitor, repair, and/or replace the TV Service or Spectrum Equipment. If changes in technology require the use of specialized equipment to continue to receive Spectrum Business TV Service, Spectrum shall provide such Spectrum Equipment, and Customer shall pay for such Spectrum Equipment at the same rate charged by Spectrum to commercial customers in the same service area as the Service Location.

3. Provision of Service. Spectrum may, in its discretion, preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, channel line-ups applicable to, and/or distribution of its TV Service. Spectrum may make certain TV Service available via mobile applications or third party hardware to Customer and its End Users, which may be subject to additional terms and conditions.

4. Restrictions. Customer shall take all necessary precautions to ensure that the TV Service is received only by authorized parties, and that no part of the TV Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the TV Service (or any part thereof); (ii) transmit the TV Service by any television or radio broadcast or by any other means or use the TV Service outside the Service Location; (iii) move the TV Service to another location after installation; or (iv) insert any commercial announcements into the TV Service or interrupt any performance of the TV Service for the making of any commercial announcements. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. TV Service is available for use at commercial establishments and other non-residential buildings (such as a bar, restaurant, hospital, or commercial building). In commercial establishments with public viewing, only the TV Service lineup(s) that is approved for public viewing may be used. Customer may not order or request pay-per-view (PPV) programming for receipt, exhibition or taping in a commercial establishment; or exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Spectrum's prior written consent.

2016-2021 Charter Communications, all rights reserved

5. Service Inspection. Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Location at periodic intervals as needed to ascertain, among other things, the number of television outlets receiving the TV Service, or verify the estimated viewing occupancy. If any Spectrum inspection reveals that Customer's usage of the TV Service exceeds Customer's rights under the Service Agreement or Service Order and without abrogating or otherwise affecting Spectrum's right to consider such activity a breach of the Service Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage or Spectrum may, in its discretion, suspend or disconnect a TV Service.

6. Noninterference. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the TV Service, including without limitation delivery method and any programming contained within the TV Service, without the express written consent of Spectrum. The limitations of this paragraph shall not apply to formatting of programming for Enterprise TV Service as agreed by Spectrum and Customer.

7. Charges. Notwithstanding anything to the contrary in the Service Agreement, the MRCs set forth in a Service Order for TV Service: (i) do not include applicable taxes, regulatory fees, franchise fees or public access fees; and (ii) are subject to change in accordance with commercial rate increases applied to commercial customers.

8. End User Support. Customer shall provide all first level contact and support to its authorized users relating to the Network, Spectrum Equipment, Connections, Customer-provided equipment, and Enterprise TV Service. In the event of any disruption, failure, or degradation of the Enterprise TV Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Enterprise TV Service impacting event. If the Enterprise TV Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum, Customer shall contact the designated Spectrum technical support contact for resolution.

9. Set Back Box. Customer's use of the Set Back Box Product ("SBB") available as part of the Enterprise TV Service (the "SBB Offering") is subject to the following additional terms and conditions:

(a) Notwithstanding Section 2 above, Spectrum shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.

(b) If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with Spectrum's and Customer's brands), then Customer shall provide Spectrum Enterprise a copy of Customer's logo in accordance with Spectrum's technical specifications and hereby grants Spectrum a right and license to use such logo for purposes of such co-branding.

10. SpectrumU and Spectrum Enterprise TV Streaming Access (TVSA). SpectrumU and Spectrum Enterprise TV Streaming Access (available through an app named "Spectrum Enterprise TV" and the website spectrumenterpriseTV.com) are online video services (which are collectively referred to herein as the "Apps") that are accessible via a compatible browser or supported digital media streaming device that permits authorized users to stream video content while connected to Customer's network. Spectrum Apps may not be available through all application stores.

(a) Many factors outside of Charter's control affect the quality of service experienced by Customer and its authorized users, including without limitation, the quality and utilization of Customer's network, service attacks, and the authorized user's device.

(b) Customer acknowledges that Spectrum requires Customer's authorized users to accept separate end user license terms prior to using or downloading either of the Apps.

(c) Spectrum may require that authorized users update the Apps from time-to-time in order to continue use of the Apps.

2016-2021 Charter Communications, all rights reserved

Attachment B

Spectrum Business Voice Service, PRI/SIP Trunking Service (collectively "Voice Services")

Spectrum Hosted Voice, Hosted Voice for Hospitality, Hosted Call Center, and Unified Communications (collectively, "Hosted Communications Services")

DESCRIPTION OF SERVICES:

1. Voice Services:

(a) **Spectrum Business Voice Service**: If Customer selects to receive Spectrum Business Voice Service, Customer will receive voice service consisting of one or more lines or connections and a variety of features, as described more fully below and in the applicable Service Order.

(b) **SIP Trunking Service**: If Customer selects to receive the SIP Trunking Service, Customer will receive voice and call processing services via eight or more concurrent call paths using a Session Initiation Protocol ("SIP") connection to the Customer's private branch exchange (including any non-Spectrum switch, collectively, "PBX") or other Customer Equipment, and a variety of features, as described more fully below and in the applicable Service Order.

(c) **PRI Trunking Service:** If Customer selects to receive PRI Trunking Service, Customer will receive voice and call processing services via a full (23B+1D channel) or fractional (12B+1D channel) Primary Rate Interface ("PRI") connection to Customer's PBX or other Customer Equipment, and a variety of features, as described more fully below and in the applicable Service Order.

(d) **Trunking Service:** Trunking Service shall mean SIP Trunking Service and/or PRI Trunking Service, as applicable.

(e) **Analog Lines Over Fiber Service**: If Customer selects to receive Analog Lines over Fiber Service, Customer will receive voice and call processing services via an analog connection to the Customer's PBX that is equipped with an analog line card interface or other analog line based Customer Equipment like a fax machine. A variety of features, including line hunting, are offered, as described more fully below and in the applicable Service Order.

(f) **Toll-Free Service for Spectrum Trunking**: If Customer selects Spectrum Toll-Free Service for use with Trunking Service, Customer will receive voice service consisting of one or more toll-free numbers and access to a variety of optional screening and routing features including:

- Origination Screening: Allows or disallows an originating call made to a single toll-free number based on the originating Number Plan Area (NPA) and/or prefix (NXX) of the caller.
- Origination Routing: Routes an originating call made to a single toll-free number to a pre-determined Direct Inward Dialing (DID) number location based on the originating NPA and/or NXX of the caller.
- Schedule-Based Routing: Routes an originating call made to a single toll-free number to a pre-determined DID number location based on the time of day, day of week or day of year.
- Percentage Call Allocation: Routes an originating call made to a single toll-free number to any of two or more pre- determined DID number locations based on the Customer's allocated traffic percentage between the DID number locations.
- Toll-Free Dialed Number Identification Service (DNIS): Provides the original called toll-free number to the terminating location, if the toll-free number/call is terminated to the Spectrum Trunking Service.

Note: Spectrum Toll-Free Service must terminate to a Spectrum Trunking Service. Not all Toll-Free Service features may be available in all areas.

(g) **E911 Location Plus**: If Customer selects Spectrum E911 Location Plus for use with Trunking Service, Customer may add or manage station level address information (for example, floor, suite, or office number) for telephone numbers at a Service Location for Customer's E911 address records through use of the E911 Location Plus self-service web portal. E911 Location Plus may be used by a Customer operating its own multi-line telephone system in an office or apartment building, or other similar building environment that wishes to provide location information for its station level telephone numbers.

2016-2021 Charter Communications, all rights reserved

2. Spectrum Hosted Communications Services:

(a) **Spectrum Hosted Voice Service:** If Customer selects Hosted Voice Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance described more fully below and in the applicable Service Order.

(b) **Spectrum Hosted Voice for Hospitality Service:** If Customer selects Hosted Voice for Hospitality Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance. Customer may also receive Property Management System integration and other services, including a variety of features, as described more fully below and in the applicable Service Order.

(c) **Spectrum Hosted Call Center:** If Customer selects to receive Spectrum Hosted Call Center Service; Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance, as described more fully below and in the applicable Service Order.

(d) **Unified Communications Service**: If Customer selects Unified Communications Service, Customer will receive a combination of (i) instant messaging and presence service, (ii) video calling service, (iii) desktop sharing service, (iv) conferencing, and (v) web collaboration service, or other features as described more fully below and in the applicable Service Order. Unified Communications Services may also be available in personal computer, mobile phone, and tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service (i.e., "soft phone service"). If Customer selects a soft phone service, it will be offered as a separate inbound and outbound service and Customer must choose one or both services prior to installation. Customer may later modify its selection in writing. If Customer or an End User accesses the Hosted Communications Services through use of an application, certain features, functionalities, or capabilities, such as two-way calling, may not be available. 911 CALLING WILL NOT BE AVAILABLE WITH SOFT PHONE SERVICE. When using such an application, Customer and End Users are subject to the terms of such application and the terms of this Service Agreement (including this Attachment). Changes made to the features, functionalities, capabilities of the Unified Communications Service, or to an application accessing Spectrum Hosted Communications Service, shall be in Spectrum's sole discretion.

BEGINNING ON JANUARY 6, 2022: Notwithstanding the preceding paragraph, if Customer ordered soft phone service on or after February 16, 2020, Customer will have 911 calling capability with its soft phone service beginning on January 6, 2022 if Customer's software and service is properly installed, configured and updated. Customer understands that such soft phone service, including 911 calling capability, will not function properly unless correct and valid address information has been entered into the soft phone service or application that reflects the application and/or associated device location. Failure of Customer to enter correct and valid address information, prior to initiation of such Service and anytime Customer's location of the soft phone changes, will likely result in a delay or inability in dispatching 911 emergency service to the proper location. Customers that ordered ANYWHERE CONNECT soft phone service prior to February 16, 2020 will not have 911 calling capability. EACH CUSTOMER OF SUCH ANYWHERE CONNECT SERVICE UNDERSTANDS THAT IT MUST USE AN ALTERNATE MEANS, OTHER THAN SOFT PHONE SERVICE, TO CONTACT 911 EMERGENCY SERVICES. Additional important 911 use of service terms are located in paragraph 5(g) below.

(e) **Unified Communications over Wireless Internet Backup**: If Customer selects Unified Communications over Wireless Internet Backup Service, Customer will receive Wireless Internet Backup Service as described in Attachment G for Unified Communications Service provided at Customer's location(s) specified in an applicable Service Order. Unified Communications over Wireless Internet Backup Service is subject to availability and the terms and conditions in Attachment G and the applicable Service Order.

(f) **Service Descriptions:** Spectrum's Voice Services and Hosted Communications Services listed above are described in Customer's Service Order, and/or in Spectrum's usage pricing plans, and online product descriptions, as applicable, on Spectrum's website at https://enterprise.spectrum.com/services/voice.html.

2016-2021 Charter Communications, all rights reserved

COMMUNICATIONS SERVICES TERMS AND CONDITIONS:

Customer's use of the Voice Services and Hosted Communications Services (collectively, "Communications Service") is subject to the following additional terms and conditions:

3. Availability of Facilities and Service Modifications:

(a) Services and associated products, facilities, equipment, features and functions will be available in accordance with the terms of this Attachment, where technically and operationally feasible. The quantity of business lines for each Service Location is dependent on the technical feasibility at that specific location. Additional construction and facilities may be required to provide requested Communications Services at Customer's expense. Customer must pay for any special construction prior to the activation of service and/or cancellation of contract.

(b) Spectrum is not obligated to provide Communications Services if Customer intends to or uses the Communications Services (i) to interfere with or impair any service over any facilities and associated Spectrum Equipment or impair the privacy of any communications over such facilities and associated Spectrum Equipment; (ii) to sell, res ell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Communications Services or any component or combination thereof; or (iii) in any manner that results in non-standard calling patterns or practices, including but not limited to, use of the Communications Service for high-volume auto-dialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting for services with unlimited local and long distance calling plans, and PBX hacking or modem hijacking resulting in excessive usage of long distance service (collectively, "Prohibited Use"). In addition, Prohibited Use shall include augmentation of the Communications Service or Communications Service features, in any way as to change the functionality of the Communications Service or its component features in any manner that is inconsistent with standard commercial calling patterns and practices or the terms of this Service Agreement. Such non-standard calling patterns and practices include, but are not limited to, use of three-way calling, or call forwarding, that results in unusually high traffic volumes or excessive long distance usage. A non-standard calling pattern may also include, when Customer's long distance calling minutes from (i) calls terminating to Alaska, (ii) calls terminating to Guam, (iii) calls terminating to a conference calling service operating in areas with high carrier access rates (e.g., rates that carriers pay one another for network use), or (iv) calls terminating to a chat line service, in the aggregate exceed ten percent (10%) of Customer's total long distance minutes in any one-month billing cycle

(c) Spectrum may, from time to time, offer additional Communications Service features or functionality, or discontinue certain Communications Service features or functionality. Information about these features or functions will be available at https://enterprise.spectrum.com/services/voice.html. These additional Communications Services, features, or functions may be subject to additional specific terms and conditions, and may be subject to change at any time by Spectrum.

4. Communications Service Limitations:

(a) Unavailable Services; Call Blocking, Fraud, and N11. Spectrum does not offer or provide certain operator-assisted services such as dial around services (10-10-XXX), pay services, and third-party billing. Spectrum may use network management practices to block calls that have unassigned, invalid, or fraudulent numbers, that are identified as spam or malicious, that have suspicious calling patterns, or as otherwise permitted by applicable law. Calls blocked using these network management practices will not be delivered to Customer. Spectrum also blocks access to calls with 900 and 976 area codes and to international chat lines. Spectrum will initiate toll blocking if Customer's excessive use of any toll has surpassed the threshold set by Spectrum and/or Customer's account is delinquent. Notwithstanding any other provision of the Service Agreement or this Attachment, Spectrum may block calls which (i) are made to certain countries, cities, or central office exchanges, or (ii) use certain authorization codes, as Spectrum, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Communications Services. In addition, certain "N11" services (three digit dial codes such as 211) may not be available in all serving areas.

(b) Service Outages. Communications Service modems are electrically powered and will not work in a power outage or if the required broadband connection is disrupted or not operating. In the event of power outages, the modem, including all phones and Services connected to or powered by it, will not work. Power outages will disrupt Enhanced 911 ("E911") service and the use of Communications Service as the connection between a security system and central monitoring services. COMMUNICATIONS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, OR IF THERE IS A DISRUPTION TO THE SPECTRUM NETWORK OR FACILITIES, COMMUNICATIONS SERVICE WILL NOT WORK. CUSTOMER ACKNOWLEDGES THAT IN SUCH CASES IT WILL NOT BE POSSIBLE TO PLACE OR RECEIVE CALLS INCLUDING CALLS TO ACCESS EMERGENCY 911 SERVICES.

2016-2021 Charter Communications, all rights reserved

(c) Security Systems and Alarm Systems. Although Spectrum will supply a connection (such as an analog line connection), that may allow the operation of Customer's existing security system, alarm system or other non -voice system (such as an elevator alarm line), Spectrum does not guarantee that any such system will be in complete operational order following the installation of Communications Service. As such, it is Customer's obligation to contact its security, alarm or other system provider to inform them of the Communications Services installation, and any change in phone number, and to request a complete operational test of their system immediately following installation of the Communications Services. Spectrum does not provide power back up and is not responsible for the operation of any Customer security, alarm, or any other system in connection with Customer Equipment and, specifically, where the Customer Equipment does not have power backup (e.g., battery backup). In addition, it is Customer's responsibility to test its system on a regular basis. Spectrum does not represent that the Service is fail-safe.

Customer is solely responsible for obtaining such testing, ensuring that such testing is completed in a timely manner, and confirming that the security system and any related Customer Equipment at the Service Location connected to the Communications Service operate properly. Customer is solely responsible for any and all costs associated with this activity. In all cases, it is Customer's responsibility to ensure that use of the Communications Service meets all applicable regulations.

(d) Prohibited Use: Spectrum prohibits the use of Communications Service as the connection between medical alert systems and a central monitoring station or a fire alarm, and Spectrum will neither connect to such services nor provide technical support for the connection.

5. Use of Services. Customer is solely responsible for: (i) prevention of Prohibited Use and unauthorized, unlawful, or fraudulent use of, or access to, Communications Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any authorization codes provided by Spectrum to Customer. Spectrum may require Customer to immediately shut down its transmission of signals if Spectrum concludes, in its sole discretion, that such transmission is a Prohibited Use or causing interference to other customers or with other transmissions generally.

(a) Spectrum reserves the right (I) to refuse to provide, discontinue, or temporarily suspend Communications Services to or from a Service Location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to Spectrum, or (ii) to limit or block Communications Services to and from any Service Location or the use of any authorization code, without any liability whatsoever, in the event that Spectrum detects or reasonably suspects either (a) Prohibited Use or fraudulent, or unlawful use of the Communications Services, or use of the Communications Service in violation of the Service Agreement or this Attachment, or (b) consumption of Communications Services in excess of the credit limit (if any).

(b) Customer's outgoing calls must use an active, valid telephone number assigned to Customer. Use of invalid or unassigned telephone numbers are prohibited for outgoing calls. Customer is responsible for (i) securing its Customer Equipment against placement of fraudulent calls, and (ii) ensuring that Customer Equipment is not being used for any Prohibited Use or fraudulent use or access with Communications Services. Customer shall be responsible for payment of all applicable charges for Communications Services and charged to Customer's accounts, even where those calls are originated by fraudulent means either from Customer's Service Location or from remote locations. Spectrum is not liable for any damages, including toll usage charges, Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of Customer's facilities includes, but is not limited to, the placement of calls from the Service Location, and the placement of calls through Customer Equipment that are transmitted or carried on Spectrum's Network. Customer shall ensure that all uses by Customer, whether authorized by Customer or not, of the Spectrum Equipment or the Communications Services installed at the Service Location comply with all applicable laws, rules, regulations, and the Service Agreement (including this Attachment).

(c) Spectrum has the right to limit the Communications Service to reasonable quantities of minutes and messages used or consumed by Customer to prevent Prohibited Use and to maintain a high level of service for other Spectrum customers.

6. Access to Telecommunications Relay Communications Service: Telecommunications Relay Service ("TRS") enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or Caption Telephone (collectively, "TDD") or similar devices to communicate with the hearing population not using TDD. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing, or speech-impaired persons who do use a TDD. Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available. Spectrum may bill Customer a monthly surcharge in order to fund the TRS system. . If Customer activates Custom Caller ID for Trunks or Customer utilizes its own Customer-defined dialing scheme or PBX configuration, Customer must configure its PBX to out-pulse an active, valid telephone number that is assigned to the Customer and that accurately identifies the Service Location for each outbound call handled by that PBX so that 711/TRS calls complete to the appropriate 711/TRS center.

2016-2021 Charter Communications, all rights reserved

7. 911 Services:

(a) CUSTOMER ACKNOWLEDGES THAT THE VOICE-ENABLED FIBER CONNECTION, CABLE MODEM, INTEGRATED ACCESS DEVICE ("IAD") OR OTHER SPECTRUM EQUIPMENT USED TO PROVIDE COMMUNICATIONS SERVICE ARE ELECTRICALLY POWERED AND THAT COMMUNICATIONS SERVICE, INCLUDING THE ABILITY TO ACCESS 911 AND E911 SERVICES AND ALARM, SECURITY, AND OTHER MONITORING SERVICES, MAY NOT OPERATE IN THE EVENT OF AN ELECTRICAL POWER OUTAGE, A SPECTRUM NETWORK SERVICE INTERRUPTION, OR A THIRD-PARTY NETWORK SERVICE INTERRUPTION IF THE COMMUNICATIONS SERVICE IS PROVIDED AS AN OVER-THE-TOP OR OFF-NET (TYPE II) SERVICE USING A THIRD PARTY'S NETWORK. CUSTOMER ALSO ACKNOWLEDGES THAT, IN THE EVENT OF A POWER OUTAGE AT A SERVICE LOCATION, ANY BACK-UP POWER SUPPLY PROVIDED WITH A SPECTRUM-PROVIDED VOICE-ENABLED CABLE MODEM, IAD, OR OTHER SPECTRUM EQUIPMENT USED IN DELIVERING THE COMMUNICATIONS SERVICE MAY ENABLE SERVICE FOR A LIMITED PERIOD OF TIME OR NOT AT ALL, DEPENDING ON THE CIRCUMSTANCES, AND THAT THE USE OF A BACK-UP POWER SUPPLY DOES NOT ENSURE THAT COMMUNICATIONS SERVICE WILL BE AVAILABLE IN ALL CIRCUMSTANCES. CUSTOMER SHALL ADVISE EVERY END USER OF COMMUNICATIONS SERVICE THAT SPECTRUM VOICE-ENABLED CUSTOMER EQUIPMENT IS ELECTRICALLY POWERED AND, IN THE EVENT OF A POWER OUTAGE OR SPECTRUM NETWORK SERVICE INTERRUPTION, COMMUNICATIONS SERVICE AND 911 OR E911 MAY NOT BE AVAILABLE. CUSTOMER SHALL DISTRIBUTE TO ALL END USERS OF COMMUNICATIONS SERVICE LABELS/STICKERS (TO BE SUPPLIED BY SPECTRUM) AND INSTRUCT ALL END USERS OF COMMUNICATIONS SERVICE TO PLACE THEM ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE COMMUNICATIONS SERVICE.

(b) Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves any of the voice-enabled cable modem, IAD, or other Spectrum Equipment to an address other than the Service Location identified on the Service Order, calls from the modem, IAD, or other Spectrum Equipment to E911 will appear to E911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.

(c) Customer will be notified by Spectrum as to whether the Communications Service to which Customer subscribes includes the capability to support E911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Communications Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or other monitoring service provider or any failure or fault relating to Customer Equipment, facilities or services, the use of third-party enterprise 911 solutions, or Customer's attempt to access Communications Service from a remote location.

(d) In some geographic areas, Communications Service does not provide the capability to support E911 service from any location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that (i) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (ii) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines.

IN SUCH AREAS, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE COMMUNICATIONS SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.

(e) If Customer orders E911 Location Plus, (i) Customer may add and/or manage station level address information for telephone numbers at the Service Location through use of the E911 Location Plus self-service web portal; (ii) Customer shall be solely responsible for complying with all applicable local, state, and federal laws, rules, regulations and requirements for operation and use of a multi-line telephone system and for providing accurate station level address information (i.e., the applicable characters for display at a 911 operator) for Customer's telephone numbers; (iii) Customer will transmit the telephone number to Spectrum that is associated with the station that placed a 911 call; and (iv) Customer will ensure the initial and continuing accuracy of the station level address information for each Customer telephone number in the E911 Location Plus self-service web portal.

2016-2021 Charter Communications, all rights reserved

Updates or modifications to station level address information in the E911 Location Plus self-service web portal may require up to 24 hours for implementation and/or updating. Non-Spectrum telephone numbers are not supported and may not be entered into the E911 Location Plus self-service web portal. Notwithstanding Customer's use of E911 Location Plus, Customer is solely responsible for directing emergency personnel at the Service Location.

(f) Customer shall not use the Communications Services, or allow the Communications Services to be used, (i) to provide 911 or E911 services; (ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or (iii) for any automatic location information services related to E911 or in any other manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission. Any breach of this provision shall constitute a material breach of the Service Agreement.

(g) CUSTOMER ACKNOWLEDGES THAT SPECTRUM'S "ANYWHERE CONNECT" OR OTHER SOFTPHONE SOFTWARE OR APPLICATIONS (COLLECTIVELY "SOFTPHONE APPLICATIONS") ARE NOT A REPLACEMENT FOR MOBILE OR FIXED LINE VOICE SERVICES. SOFTPHONE APPLICATIONS DO NOT PERMIT END USERS TO MAKE 911 OR OTHER EMERGENCY CALLS. CUSTOMER SHALL PROVIDE ALTERNATIVE COMMUNICATION OPTIONS TO ENABLE END USERS TO MAKE 911 AND OTHER EMERGENCY CALLS WHEN USING SPECTRUM'S SOFTPHONE APPLICATIONS.

BEGINNING ON JANUARY 6, 2022: Notwithstanding the preceding paragraph, if Customer ordered soft phone service and/or a Softphone Application on or after February 16, 2020, Customer will have 911 calling capability with its soft phone service or Softphone Application beginning on January 6, 2022 if Customer's software and service is properly installed, configured and updated. Customer understands that such soft phone service and Softphone Application, including 911 calling capability, will not function properly unless correct and valid address information has been entered into the soft phone service or Softphone Application that reflects the application and/or associated device location. Customer further understands that such soft phone service and Softphone Application will not function or will not function properly: (i) if a user attempts a 911 call from a location different than the address provided in the soft phone service or Softphone Application; (ii) during any disruption of power or Internet connectivity at the user's location; (iii) during any period of services or E911 outage or failure beyond Spectrum's control; (iv) if incorrect or invalid address information is provided or if such information is not updated by user in the event of a change in user's location; (v) if user's equipment fails to function, is not properly configured, or is defective; or (vi) if instructions, requirements or obligations for proper operation of the soft phone service or Softphone Application are not executed completely and properly.

8. Custom Caller-ID (Voice Services only): If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes, the telephone number chosen must be an active, valid telephone number that is assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs Customer Equipment that ensures that 911 and other emergency calls placed by an end user are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law. If Customer activates Custom Caller ID, they must configure their PBX to out-pulse an active, valid telephone number that is assigned to the Customer and that accurately identifies the Service Location for each outbound call including TRS, 711, and emergency 911 calls to be handled by that PBX. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a Customer Equipment solution and agrees to continue using such a solution until Customer discontinues its use of Custom Caller ID for Trunks.

Telemarketers or other entities using Custom Caller ID for Trunks must comply with applicable federal and state laws, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made.
The use of incorrect or fictitious CPN, ANI, or other calling party information on such telemarketing calls is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose. Customer shall provide proof of telephone number assignment (e.g., by business agreement or evidence the user has access to use the number) upon Spectrum's request.

2016-2021 Charter Communications, all rights reserved

9. Cross Rate Center Telephone Numbers: If Customer orders or utilizes telephone number(s) with Spectrum Trunking Service that are associated with a rate center that is different than the rate center where the Spectrum trunking service is located, (i) Customer's telephone number(s) will be provisioned as Direct Inward Dialing (DID) numbers on the Spectrum Trunking Service (referred to as "Cross Rate Center DIDs"); (ii) all calls originated from the Cross Rate Center DIDs will be rated based upon the rate center associated with the Spectrum Trunking Service location; and (iii) the address information for E911 calls from the Cross Rate Center DIDs shall be the address associated with the Spectrum Trunking Service location. Cross Rate Center DIDs may not be available in all Spectrum service areas, and Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) in service areas where Cross Rate Center DIDs are not available.

10. Centralized PBX Support: If Customer orders Centralized PBX Support for a Customer PBX that serves multiple Customer locations (each, referred to as a "Remote Site"), Customer will connect each Remote Site to a single site on the Customer's network (referred to as a "Hub Site") and Spectrum Trunking Service will be installed at the Hub Site. The demarcation point for each Remote Site will be the Hub Site location where the Spectrum Trunking Service is installed. Customer is responsible for the quality of the network and connections, including the voice Quality of Service (QOS), on its side of the demarcation point, unless such network and connections are provided by Spectrum. Additionally, the following requirements are applicable to Centralized PBX Support:

(a) Telephone numbers utilized at each Remote Site (i) must be associated with the rate center where the Remote Site is located, and (ii) must be in a Spectrum service area.

(b) Cross rate center telephone number assignment is not permitted with Centralized PBX Support. Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) if a Remote Site requires telephone numbers that are associated with a rate center that is different than the rate center where the Remote Site is located.

(c) The address information for E911 calls from a Remote Site shall be the address associated with the Remote Site. Customer is solely responsible for providing Spectrum with accurate telephone number and service address information for each Remote Site. Customer must contact Spectrum before moving telephones or telephone numbers to any address other than the Remote Site, otherwise calls from the telephones or telephone numbers will appear to E911 emergency service operators to be coming from the Remote Site and not the new address.

(d) Spectrum will calculate and remit 911 fees for each Remote Site based on state and local regulations at the address where telephone(s) and telephone number(s) are located and emergency services are dispatched.

(e) All calls from a Remote Site will be rated based upon the rate center associated with telephone number(s) at the Remote Site.

11. Access: Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone or local area network wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Communications Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Communications Service and all related Spectrum Equipment. The agents and employees of Spectrum shall have the right to enter the Service Location at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing Spectrum Equipment, instruments and/or lines, or upon termination of the Communications Service, for the purpose of removing such Spectrum Equipment, instruments, and/or lines. Communications Services are offered to businesses only and are not available for residential use.

12. Customer Equipment: Spectrum's obligation is to provide Communications Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Customer is responsible for ensuring that all such Customer Equipment conforms to the Federal Communications Commission's requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and Spectrum may discontinue the provision of Communications Services to any location where Customer Equipment fails to conform to such regulations.

Without limiting the foregoing, in the event that Customer-provided fiber, coax, copper wiring, and/or point-to-point wireless, or a segment of the foregoing provided by Customer, (collectively "Customer Facilities") are used in the delivery of Communications Services, Customer shall be solely responsible for the condition, performance, maintenance, repair, and replacement of such Customer Facilities, at all times. Upon request, Customer shall provide Spectrum with access to the Customer Facilities, for Spectrum to inspect the condition of Customer Facilities prior to

2016-2021 Charter Communications, all rights reserved

Spectrum's installation of the Communications Service, provided that Spectrum shall not be required to conduct such inspection, and such inspection or statements made by Spectrum in connection therewith shall in no way constitute a representation, warranty or guarantee that the Customer Facilities are fit for use with the Service. Notwithstanding anything in the Service Agreement to the contrary, Spectrum shall not be liable or responsible, nor shall it provide Service Credits under any Service Level Agreements, for any Service delays, disruptions, degradations, repairs, maintenance, failures or any other Service issues caused by or resulting from Customer Facilities.

Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with other provider's facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of Spectrum and other providers must be provided at Customer's sole expense.

13. CPNI: As a provider of telecommunications and interconnected VoIP services, Spectrum takes seriously its responsibility to protect the confidentiality of its customers' proprietary network information ("CPNI"). Spectrum is committed to protecting its telecommunications and interconnected VoIP service customers' CPNI in accordance with applicable regulatory and statutory requirements. CPNI is customer-specific data that is collected by Spectrum in the course of providing telecommunications or interconnected VoIP services to its customers, and includes information relating to the quantity, technical configuration, type, destination, location, and amount of telecommunications and interconnected VoIP service usage by Customer, and information contained in Customer's bills that is obtained by Spectrum pursuant to its provision of telecommunications or interconnected VoIP service. Customer CPNI will be protected by Spectrum as described herein, in the Spectrum Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding anything else in this Agreement, the following shall not be CPNI: (i) Customer's directory listing information (*i.e.*, Customer's name, address, and telephone number), and (ii) aggregated, deidentified and/or compiled information that does not contain individual customer characteristics, even if CPNI was used as a basis for such information.

(a) Spectrum may use and disclose Calling Details and CPNI when required by applicable law.

(b) Spectrum may use Calling Details and CPNI and share (including via email) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum Network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.

(c) Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details or CPNI in accordance with the terms of this Attachment.

(d) Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then- current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access, and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.

(e) Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request. Customer is responsible for: (i) ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals identified in the Agency Letter. Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.

(f) Provided that Customer is served by at least one dedicated Spectrum representative under this Attachment B, Spectrum may use any one of the authentication methods specified below to confirm that a person seeking Customer CPNI (including, without restriction, call detail records) is authorized to receive it.

(g) Spectrum will not be liable to Customer for any disclosure of CPNI (including call detail records) that occurs if Spectrum has complied with one or more of these authentication methods.

- Agency Letter. As provided in paragraph 12.e, Spectrum may provide CPNI to any individual pursuant to the terms of an Agency Letter.

2016-2021 Charter Communications, all rights reserved

- Circuit ID. Spectrum may provide Customer CPNI to an individual that correctly identifies a Customer Circuit ID—i.e., a Spectrum-specific identifier assigned to a data or voice network connection between two locations.
- Premier Code. Spectrum may provide Customer CPNI to an individual that correctly identifies Customer's Premier Code—i.e., a 4-digit code that Spectrum may provide to Customer.
- Security Code (CPNI code) Spectrum may provide Customer CPNI to an individual that correctly identifies the account's security code – i.e., a 4-digit code that Spectrum may provide to Customer.
- Last 4 digits of any MAC addresses listed on account. Spectrum may provide Customer CPNI to an individual that correctly identifies the last 4 digits of the MAC address of any Spectrum-issued device listed on the account – i.e., a cable modem, telephony equipment, set top boxes, etc.
- Full serial number of any piece of Spectrum Equipment on Customer's account. Spectrum may provide Customer CPNI to an individual that correctly identifies the full serial number of any Spectrum-issued equipment listed on the account - i.e., a cable modem, telephony equipment, set top boxes, etc.

Spectrum reserves the right to add, remove, or alter these authentication methods in its sole discretion.

In the event of a conflict or inconsistency between the CPNI terms in this Attachment B and the remainder of the Service Agreement, the CPNI terms in Attachment B shall control.

14. Directory Listings: Spectrum will facilitate the inclusion of its business customers in alphabetical white and yellow pages directories and/or electronic compilations, as requested and available in Spectrum's service area. These listings are intended as a resource for interested parties who can use them to find the telephone numbers of Spectrum customers who subscribe to Communications Services. Spectrum, in its sole discretion, may limit the length of any listing in a directory or electronic compilation by abbreviating the listing. Listings may be subject to additional rules and restrictions. Toll free and private number service may be available to Customer for an additional charge. A listing may be omitted from a directory or electronic compilation upon Customer's request.

IN THE EVENT THAT A MATERIAL ERROR OR OMISSION IN CUSTOMER'S DIRECTORY LISTING INFORMATION, REGARDLESS OF FORM, IS CAUSED BY SPECTRUM, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE A SERVICE CREDIT IN AN AMOUNT SET BY SPECTRUM'S THEN-CURRENT STANDARD POLICIES OR AS PRESCRIBED BY APPLICABLE REGULATORY REQUIREMENTS, IF ANY. SPECTRUM SHALL HAVE NO OTHER LIABILITY FOR ANY ERROR OR OMISSION IN ANY DIRECTORY LISTING INFORMATION.

15. Usage Rates/Minute Packages: Communications Services may be subject to usage pricing plans or minutes of use packages that apply charges for certain calls, including international calls and inbound toll-free calls. Unless otherwise specified in Customer's Service Order or Contract, usage pricing plans or packages are available for Trunking Service at enterprise.spectrum.com/services/voice/enterprise-trunking/rates.html and for Unified Communications at enterprise.spectrum.com/services/voice/unified-communications/rates.html. Spectrum reserves the right to change its usage pricing plans and packages at any time.

16. Number Porting: Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location, or a toll-free number from an existing toll-free service provider, to Spectrum for use with Communications Services. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST. Spectrum shall coordinate telephone number porting with Customer's former local service provider ("FLSP") or former toll-free service provider, as appropriate, using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority.

Spectrum may receive requests to port a telephone number currently assigned to Customer to a third -party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses the Spectrum Network, Customer shall remain bound by the terms of the Service Agreement and this Attachment (including, without limitation, Customer's obligation to pay for any applicable Services) for any and all traffic which remains on any Customer telephone numbers.

Notwithstanding the foregoing, Customer shall notify Spectrum at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Spectrum to another service provider. Customer has no property right in telephone number(s) or any other call number designations associated with the Communication Services, and Spectrum may change such numbers as deemed necessary.

2016-2021 Charter Communications, all rights reserved

17. Call Redirect: If a PRI Service, Analog Lines over Fiber, or Hosted Communication Service Customer elects to redirect calls to an alternate number and if the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.

18. Fiber Internet Access Bundles: If Customer purchases a discounted bundled offering from Spectrum including a SIP Trunking Service or Hosted Communications Services combined with Spectrum Fiber Internet Access, Customer must have the Trunking or Hosted Communications Service installed and billing within four months after the provisioning and turn-up of the bundled data circuit.

The monthly recurring charge will revert to the non-bundled rate for the installed service if Customer fails to accept both Services within this timeframe.

19. Unified Communications Service Data: Spectrum and any third-party service provider Spectrum uses to provide Unified Communications Services may use Customer data provided to such service provider in the course of the performance of the Unified Communications Services, including but not limited to any personal data of Customer's employees (" UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with Spectrum or Customer, and (b) administer and/or perform this Service Agreement, any Service Order, and/or any agreement between Spectrum and such third-party service provider. Spectrum and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Spectrum's or such service provider's employees, customers or the public.

20. Voicemail; Call Recording and HIPAA. This paragraph shall apply if Customer is a Covered Entity or Business Associate under HIPAA. If Customer is a Covered Entity or Business Associate, and intends to create, receive, maintain or transmit protected health information ("PHI") through the use of the Hosted Communications Services, Customer agrees that with regard to the Voice Services (i.e. telephone service alone), Spectrum is acting solely as a "conduit". Under HIPAA, a "conduit" is a party that transports information but does not access it other than on a random or infrequent basis necessary for the performance of the transportation service or as required by law. However, Customer agrees that it shall notify Spectrum, and the parties shall enter into Spectrum's Business Associate Agreement, if Customer is to receive or store any PHI on the voicemail or call recording features of the Hosted Communications Services, both of which must occur before such receipt or storage of PHI. In such event, Customer further agrees that it shall not enable or otherwise use any "voicemail to e-mail" feature in connection with the Hosted Communications Services. As used herein, "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing rules and regulations, and "Covered Entity," "Business Associate," and "protected health information" shall have their respective meanings as defined by HIPAA.

21. Webex End User Terms. When using Webex products or services offered through Spectrum, Customer and each End User agrees and accepts Cisco's applicable Webex terms, including the following:
(i) Cisco Privacy Data Sheets for Webex Meetings and Webex Teams available at:
https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/customer_transparency, and
(ii) Cisco End User License Agreement for the Cisco client software installed by Customer or End User available at www.cisco.com/go/eula.

2016-2021 Charter Communications, all rights reserved

Attachment C
Spectrum Business High-Speed Internet Service
("Internet Service")

Spectrum Business High-Speed Internet Service[1]: Internet access service implemented using a hybrid fiber/coax ("HFC") or a fiber access network. Customer interface to the data network is via Ethernet connection. Internet Service enables a variety of upstream and downstream rates. If Customer elects to receive Internet Service, Spectrum shall provide connectivity from Customer site(s) to Customer's data network.

Certain Internet Services, or features of Internet Services, may not be available in all service areas and may change from time to time, in Spectrum's sole discretion. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum ("Third-Party Services"). Third Party Services may be subject to additional terms and conditions. Except to the limited extent described in this Attachment, Spectrum makes no warranties of any kind (express or implied) regarding Third-Party Services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose). Spectrum does not have title to and is not the manufacturer of any software or hardware components of any Third-Party Services nor is Spectrum the supplier of any components of such software or hardware. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY THIRD-PARTY SERVICES.

Customer's use of the Internet Service is subject to the following additional terms and conditions:

1. Minimum Equipment Requirements. Customer shall maintain certain minimum equipment and software to receive the Internet Service (see www.business.spectrum.com for the current specifications). The minimum configuration standards may change, and Spectrum will make reasonable efforts to support previously acceptable configurations; however, Spectrum is not obligated to continue to provide such support. Spectrum may supply Spectrum Equipment such as modems, gateways, routers, or wireless cards, for a fee, to operate the Internet Service. Spectrum reserves the right to provide service only to users with Spectrum-approved equipment. Customer acknowledges that such Spectrum Equipment may require updates and/or changes to the software resident in the Spectrum Equipment and that Customer may be required to perform such updates and/or changes. Customer hereby authorizes Spectrum to perform updates or changes, on-site or remotely from time to time as Spectrum deems necessary, in Spectrum's sole discretion. Customer will not connect any equipment, other than equipment authorized by Spectrum, to the Spectrum Network. When Spectrum installs the Internet Service, Customer will need a network interface card or adapter providing an Ethernet connection. Alternatively, Customer may connect to a networking device (commonly referred to as a router or gateway).

2. Software. At the time of installation of the Internet Service, Spectrum may provide Customer with common Spectrum or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service, subject to the license terms and restrictions in the Spectrum Service Agreement. Customer hereby represents and warrants to Spectrum that Customer owns the operating system software and associated use/license rights thereto for the computers that are connected to the Spectrum Network.

3. Internet Service Speeds. Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the Internet Service selected by Customer, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum's Network Management Practices.

4. Security. Customer shall take commercially reasonable security measures when using the Internet Service and assumes sole responsibility for use of the Internet Service and for access to and use of Customer Equipment used in connection with the Internet Service and Spectrum Network.

5. Electronic Addresses; Mailboxes. All non-vanity email addresses, email account names, and IP addresses ("Electronic Addresses") provided by Spectrum (and not through Customer's domain) are the property of Spectrum. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.

[1] Customers that purchased Internet services from Time Warner Cable Business Class, Brighthouse Networks, or Charter before June 11, 2017 may continue to receive the same Internet service plan, features, and supplemental services at the same prices offered as of June 11, 2017 ("Legacy Services") until such time as Spectrum discontinues the Legacy Services by written notice to such Customers. If Customer elects to receive Spectrum Business Internet Services available as of June 11, 2017, then Customer will no longer be eligible to receive any Legacy Services, including, without limitation, any supplemental services or features that may not be available as part of the Spectrum Business Internet Services. Please contact your Spectrum sales representative for further information.

2016-2021 Charter Communications, all rights reserved

6. Mailboxes. Spectrum owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. Spectrum may also limit the number of new email addresses available per account and the number of email messages that may be sent within a 24-hour time period. Spectrum may lock inactive mailboxes and prohibit the mailbox from receiving new email messages. Customer acknowledges that upon termination of Internet Service, Spectrum will suspend all accounts associated with the Internet Service and delete the contents of all mailboxes, if any. Deleted content cannot be recovered. Email addresses are not permanently retired and become eligible to be reused at Spectrum's sole discretion.

7. Mail Storage. In no event will Spectrum be responsible for maintaining, and Spectrum will not guarantee storage of, email for any period of time. Spectrum also reserves the right to enforce email storage limits.

8. Cookies. Customer may access their Spectrum email account at https://www.spectrumbusiness.net or by using the Customer's software application (e.g., Outlook, Outlook Express, Apple Mail). When accessing email at https://www.spectrumbusiness.net. Customer must have its Internet browser configured to accept cookies. Spectrum will notify the End User if the browser is not configured to accept cookies.

9. Changes of Address. Spectrum may change addressing schemes, including email and IP addresses provided by Spectrum.

10. Acceptable Use Policy. Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at www.business.spectrum.com and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP.

11. Spectrum Business WiFi. Spectrum Business WiFi supported by a Spectrum-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Service Location ("WiFi Network"), for which Customer may be charged a fee consistent with Spectrum's then-current practices. Customer must purchase Spectrum Internet Service in order to receive Spectrum Business WiFi. The Spectrum-provided WiFi router comes programmed with certain default settings and configurations for the WiFi Network. Customer may modify the default settings and configurations on the Spectrum-provided WiFi router although Spectrum recommends maintaining the default configuration and settings. Spectrum does not guarantee the security of the Spectrum-provided WiFi router and Customer's connection to the Internet Service via the WiFi Network. Customer understands and agrees that Customer is solely responsible for the security of its WiFi Network and must enable and use encryption in order to access Spectrum-provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Spectrum accepts no liabilities for any third-party usage.

12. The Spectrum-provided WiFi router will collect and maintain certain information regarding access to and use of the WiFi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Spectrum to provide the Internet Service and support, as well as for Spectrum's internal business analytics regarding the use of the Internet Service. Customer acknowledges and agrees that Spectrum shall have access to the network name and password associated with the Spectrum-provided WiFi router in order to provide support and diagnostic services. Spectrum reserves the right to modify the WiFi network name and password for the Spectrum-provided WiFi router in order to safeguard Internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Internet Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane WiFi Network names are prohibited and may be modified in Spectrum's sole discretion. Customer acknowledges that the Spectrum-provided WiFi router is Spectrum Equipment.

13. Spectrum Business WiFi Hotspot. Spectrum reserves the right to preconfigure the Spectrum-provided WiFi router to distribute a wireless Internet access point (i.e., a Spectrum Business WiFi Hotspot, a "WiFi Hotspot") separate from the WiFi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot.

14. To be eligible to receive the WiFi Hotspot, Customer must be receiving Spectrum Internet Service. Subject to the foregoing, Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate, and upgrade WiFi-related equipment, cables and devices ("WiFi Equipment") on and within the Service Location. The WiFi Equipment will be operated by Spectrum, at no cost to Customer, in order to provide the WiFi Hotspot at the Service Location(s). Customer agrees to provide a standard power source for operation of the WiFi Equipment.

2016-2021 Charter Communications, all rights reserved

(a) Customer's use of the WiFi Hotspot is subject to the following additional terms and conditions:

i. The WiFi Hotspot made available at Service Location(s) may be accessed by Customer and its End Users through their Spectrum accounts for no additional charge.
ii. To access the WiFi Hotspot, Customer and its End Users and patrons must have a WiFi-enabled device that meets the technical specifications for the WiFi Hotspot.
iii. Customer grants Spectrum the right to advertise, market and otherwise promote Customer's location(s) as a WiFi Hotspot access point(s), in any and all forms of media now known or hereafter developed, in Spectrum's sole discretion, and Customer grants Spectrum a license to use Customer's names, trademarks and logos in connection with such advertising, marketing and promotion.
iv. Customer will not be entitled to receive any refunds or credits should the WiFi Hotspot be interrupted or fail, regardless of the length of time during which the WiFi Hotspot is unavailable.
v. All WiFi Equipment constitutes Spectrum Equipment. Customer may not relocate or disconnect the WiFi Equipment.

15. Desktop Security Service. Desktop Security Service is made up of software and hardware components. Spectrum is not the manufacturer or supplier of any software or hardware components of the Desktop Security Service. Spectrum shall update the Desktop Security Service from time-to-time based on manufacturer-provided updates.

2016-2021 Charter Communications, all rights reserved

Attachment D

Fiber Internet Access Service ("FIA Service")

Fiber Internet Access: If Customer elects to receive the FIA Service, Spectrum shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider ("ISP") peering between Customer's data network identified on a Service Order and Spectrum's facilities.

FIA Service, or features of FIA Service, may not be available in all service areas. Spectrum's FIA Service is "On-Net" if it is provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with "Off-Net" services to geographic locations that are outside of Spectrum's service area or are not currently connected to the Spectrum Network through third party service providers. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum ("Third Party Services"). Third Party Services and Off-Net Services may be subject to additional terms and conditions.

Customer's use of the FIA Service is subject to the following additional terms and conditions:

1. FIA Service Speeds. Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the FIA Service selected by Customer on the Service Order, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum's Network Management Practices.

2. Bandwidth Management. Spectrum shall have the right, but not the obligation, to (a) monitor traffic on its Network; and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by Spectrum) as Spectrum deems appropriate to efficiently manage the Spectrum Network. If Customer purchases Multi-Path FIA Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer's Multi-Path FIA Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) "Path" shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) "Multi-Path" shall mean FIA Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.

3. Acceptable Use Policy. Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at https://enterprise.spectrum.com (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.

4. DDoS Protection Services.

(a) This Section only applies if Customer elects to purchase DDoS Protection Service (whether by monthly subscription or on a per incident basis) to enable detection of distributed denial of service ("DDoS") attacks, receive notifications of attacks, mitigation services, and post-event reporting of DDoS attack activity. Spectrum monitors Customer Internet traffic as it travels across Spectrum's Network to detect anomalies that are symptomatic of a volumetric DDoS attack, as reasonably determined by Spectrum (a "DDoS Attack"). Spectrum requires that Customer: (i) provide information regarding Customer's Internet traffic before Spectrum can provision the DDoS Protection Service and (ii) cooperate with Spectrum to conduct mitigation testing in order to activate the DDoS Protection Service. After DDoS Protection Service activation, Spectrum will monitor Customer's Fiber Internet Access (FIA) network traffic flow for variations to the baseline traffic patterns. When the DDoS Protection Service detects an anomaly that is symptomatic of a DDoS Attack, the DDoS Protection Service alerts Spectrum. The DDoS Protection Service and associated countermeasures are configured to reduce disruption of Customer's legitimate traffic, but Customer may experience slower Internet traffic speed during a DDoS Attack. Spectrum will remove the countermeasures and redirect Customer's inbound network traffic to its normal path if Spectrum determines that the DDoS Attack has ended and there is no activity symptomatic of a DDoS Attack for an additional 4 hours. Customer may obtain status updates and reporting from Spectrum through a customer portal, or other means as determined by Spectrum. During the provisioning process, Customer may designate whether Spectrum is to provide "Proactive" or "Reactive" mitigation services as further described below. If Customer has designated Proactive mitigation, Customer may switch to Reactive mitigation and if Customer designated Reactive mitigation, Customer may switch to Proactive mitigation, at any time during the Initial Order Term. Spectrum will use commercially reasonable efforts to implement Customer's change request within five (5) business days of receipt of Customer's request.

2016-2021 Charter Communications, all rights reserved

(b) DDoS Proactive Mitigation Services: If Customer designates Proactive mitigation services, following service activation, Spectrum will automatically implement countermeasures upon Spectrum's detection of a DDoS attack.

(c) DDoS Reactive Mitigation Services: If Customer designates Reactive mitigation services, Customer understands that Spectrum will not automatically initiate any DDoS countermeasures unless and until a Customer representative calls Spectrum to notify Spectrum that Customer may be experiencing a DDoS Attack. If Spectrum has an existing ticket indicating detection of a DDoS Attack, Spectrum will use commercially reasonable efforts to initiate countermeasures within 15 minutes.

(d) Customer Requirements: DDoS Protection Services are only available in connection with Spectrum's On-Net FIA Services and are not available in all locations. Spectrum's DDoS Protection Service is provided on an FIA connection by FIA connection basis. In the event Customer has more than one FIA connection advertising the same IP address(es), Customer is required to purchase DDoS Protection Service for each FIA connection. Spectrum's ability to provide the DDoS Protection Services is contingent on (i) Customer providing accurate and timely information to Spectrum, including IP addresses and (ii) Customer-provided equipment and software being compatible with the DDoS Protection Service as determined by Spectrum in its sole discretion (e.g., Spectrum will not be able to provide a 3GB DDoS Protection Service if Customer has a 1GB Firewall).

(e) Disclaimers: Customer acknowledges the following additional terms for the DDoS Protection Services:

i. SPECTRUM DOES NOT SUPPORT, AND SHALL HAVE NO OBLIGATION TO PROVIDE, MITIGATION WITH RESPECT TO IPv6.

ii. DDoS mitigation only mitigates the effects of certain types of DDoS attacks and is not designed as a comprehensive security solution. When Customer Internet traffic is traveling over the Spectrum Network, Spectrum makes no guarantees that only DDoS attack traffic will be prevented from reaching the destination or that only legitimate traffic will reach Customer.

iii. Spectrum makes no warranty, express or implied, that: (1) with respect to DDoS Protection Service, all DDoS attacks will be detected; (2) DDoS Protection Service will successfully mitigate the incident, including without limitation if the DDoS attack generates a traffic volume that exceeds the amount of traffic that Spectrum can divert; or (3) the DDoS Protection Services will be uninterrupted or error-free.

(f) Termination:

If Customer terminates any FIA Service for which Customer has also subscribed to DDoS Protection Service for any reason other than Spectrum's material, uncured breach, then Customer shall be deemed to have terminated the corresponding DDoS Protection Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement.

5. DDoS Protection Incident Services. DDoS Protection Incident Services is available if Customer is not an active DDoS Protection subscriber and requests one-time DDoS attack mitigation.

(a) Email Order. DUE TO THE URGENT NATURE TO MITIGATE A DDOS ATTACK, CUSTOMER MAY ORDER DDOS PROTECTION INCIDENT SERVICE VIA EMAIL. TO INITIATE DDOS PROTECTION INCIDENT SERVICE, CUSTOMER MAY AUTHORIZE COMMENCEMENT OF SERVICES VIA SPECTRUM'S THEN- DESIGNATED EMAIL ACCEPTANCE PROCESS. CUSTOMER'S AFFIRMATIVE REPLY ACCEPTING DDOS PROTECTION INCIDENT SERVICE WILL CONSTITUTE A BINDING AGREEMENT BETWEEN CUSTOMER AND SPECTRUM AND CUSTOMER SHALL PAY AN INCIDENT CHARGE FOR EACH MITIGATION WINDOW (DEFINED BELOW) IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT AND AS OUTLINED IN THE AGREED TO EMAIL ACCEPTANCE PROCESS. The per-Mitigation Window incident charge is based on the FIA circuit bandwidth and will be set forth in the email referenced herein.

(b) During the provision of DDoS Protection Incident Service, Customer may elect to covert to subscription-based DDoS Protection Service by contacting Customer's sales account representative.

(c) Promptly after Spectrum's receipt of the email indicating acceptance, DDoS Protection countermeasures will start the Mitigation Window. The DDoS Protection Service and associated countermeasures are configured to reduce disruption of Customer's legitimate traffic, but Customer may experience slower Internet traffic speed during a DDoS Attack. Spectrum will continue countermeasures for the duration of each Mitigation Window. Once Spectrum determines that the DDoS Attack has ended and there is no activity symptomatic of a DDoS Attack then, at the conclusion of the Mitigation Window, DDoS Protection Incident Service will end and Spectrum will redirect Customer's inbound network traffic to its normal path.

2016-2021 Charter Communications, all rights reserved

(d) Mitigation Window: A "Mitigation Window" means Spectrum's provision of DDoS Protection Incident Service for a consecutive 72 hour period that begins when Customer accepts the DDoS Protection Incident Service via email reply to Spectrum and Spectrum commences the DDoS Protection Incident Service. Unless Customer requests termination of DDoS Protection Incident Service, if an attack persists beyond a single 72- hour Mitigation Window, Spectrum will commence new subsequent 72-hour Mitigation Windows until the DDoS attack subsides or Customer requests termination of DDoS Protection Incident Service. Each subsequent Mitigation Window is subject to additional fees.

2016-2021 Charter Communications, all rights reserved

Attachment E

WIDE AREA NETWORK ("WAN") SERVICES

Ethernet, Cloud Connect and Wavelengths

1. **Ethernet Service:** Spectrum will provide Ethernet Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more Customer end-points under a unique customer topology. Spectrum will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge or network interface device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum's Ethernet Services are "On-Net" if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with "Off-Net" services to geographic locations that are outside of Spectrum's service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

2. **Cloud Connect Service**: Spectrum will provide a Cloud Connect Service allowing Customer a private, layer 2 connectivity to cloud service providers (CSPs). Therefore, all terms herein shall apply to the Cloud Connect Service in addition to the Ethernet Service.

3. **Wavelengths Service:** Spectrum will provide Wavelengths for Customer locations connected over fiber-optic cable. Wavelengths are a high speed (10Gbps and 100Gbps), optical data transport solution that uses dense wave division multiplexing (DWDM) technology, delivering low-latency bandwidth across Spectrum Enterprise's dense fiber network. Connectivity is established between two Customer end-points in a point-to-point topology. Spectrum will install the fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum's Wavelengths are "On-Net" if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with "Off-Net" services to geographic locations that are outside of Spectrum's service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

4. **Additional terms of use:** Customer's use of Ethernet Service, Wavelength and, as applicable, Cloud Connect Service, are subject to the following additional terms and conditions:

(a) If Customer purchases Multi-Path Ethernet Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer's Multi-Path Ethernet Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) "Path" shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) "Multi-Path" shall mean Ethernet Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.

(b) Spectrum shall have the right, but not the obligation, to (a) monitor traffic on the Spectrum network, in its sole discretion; and (b) monitor Customer's bandwidth utilization as Spectrum deems appropriate to efficiently manage its Network.

(c) Customer's use of Ethernet and/or Wavelengths Services is presumed by Spectrum to be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F. R. 36.154, 4 FCC Rcd. 1352). It is Customer's sole responsibility to notify Spectrum if Customer's use of the Service is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer's use of the Service remains not jurisdictionally interstate, Customer must certify at least annually that this condition remains in effect, using the form and format available upon request from Spectrum. If Customer fails to provide such certification or if the Customer's certification is inaccurate or invalid, Customer shall be liable for any resulting fees, fines, penalties and/or costs incurred by Spectrum.

2016-2021 Charter Communications, all rights reserved

In addition, if Spectrum determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that Spectrum's provision of the Ethernet Services is likely to put Spectrum or its licenses, permits or business at risk, or otherwise cause financial, regulatory or operational problems for Spectrum, then Spectrum may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides Spectrum with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) Customer is otherwise brought into full compliance with any applicable laws and regulations. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Indemnified Parties against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by any Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Spectrum Indemnified Parties, to the full extent that such arise from or relate to any fees, fines or penalties incurred by Spectrum as a result of Customer's violation of the 10% Rule.

2016-2021 Charter Communications, all rights reserved

Attachment F

Managed Services

Software-Defined Wide Area Networking Service ("SD-WAN Service"), Managed Network Edge Service ("MNE"), Managed WiFi Service, Managed Router Service ("MRS"), Managed Security Service ("MSS") and Virtual Security Service ("vSS") (collectively, "Managed Services," and each individually, a "Managed Service")

If Customer elects to purchase a Managed Service, Spectrum shall provide Customer with any required customer premises equipment ("CPE") through which Customer can receive the purchased Managed Service(s) at Customer's Service Location(s) across Customer's network, as may be more particularly described and set forth in the applicable Service Order.

Customer's use of any of the Managed Services, as applicable, is subject to the following additional terms and conditions:

The Managed Services may include software, firmware, and hardware components supplied by Spectrum or third parties. Spectrum is not the manufacturer or supplier of any software or hardware components of the Managed Services. Spectrum may update a Managed Service from time to time based on manufacturer-provided updates.

Technical Configuration Questionnaire.
Spectrum may request that Customer complete a "Technical Configuration Questionnaire" to obtain necessary information in order to provide a Managed Service. Incomplete or incorrect configuration information may adversely affect the Managed Service.

Security Limitations.
In accordance with the Disclaimer of Warranty and Limitation of Liability section of Spectrum's Terms of Service, Customer assumes sole responsibility for use of the Managed Service and for access to and use of Customer Equipment used in connection with the Managed Service.

1. SOFTWARE DEFINED WIDE AREA NETWORK SERVICE: This section applies only if Customer purchases SD-WAN Service.

(a) Spectrum shall provide Customer with one or more SD-WAN CPE through which Customer can deploy and use Virtual Private Network connectivity and associated virtualized network functions at Customer's Service Location(s) across Customer's network, as may be more particularly described and set forth in the applicable Service Order.

(b) Customer is responsible for Internet connectivity at all Customer's Service Location(s) in order for Customer to utilize the SD-WAN Service. If Internet connectivity at a Service Location for any reason at any time suffers from degradation or is unavailable, then the SD-WAN Service at such Service Location may be degraded or inoperable.

2. MANAGED NETWORK EDGE SERVICE: This section applies only if the Customer purchases one or more of the following MNE Service categories.
Spectrum shall provide Customer with one or more CPE providing various network functions at Customer's Service Location(s) across Customer's network, as may be more particularly described and set forth in the applicable Service Order as per the table below:

Service Category	Service Description
Managed Network Edge	MNE Service provides Customer with router, security, and VPN capabilities at Customer's Service Locations.
Managed Network Edge WiFi	MNE WiFi Service provides Customer with wireless Networking connectivity at Customer's Service Locations.
Managed Network Edge Switch	MNE Switch Service provides Customer with Layer 3 switching at Customer's Service Locations.

2016-2021 Charter Communications, all rights reserved

Managed Network Edge Camera	MNE Camera Service provides Customer with CPE for capturing video data at Customer's Service Locations.

(a) Customer is responsible for Internet connectivity at all Customer's Service Location(s) in order for Customer to utilize the MNE Service. If Internet connectivity at a Service Location for any reason at any time suffers from degradation or is unavailable, then the MNE Service at such Service Location may be degraded or inoperable.

(b) Applicable to Spectrum MNE WiFi and MNE Camera: Spectrum will provide Customer with "Wireless Access Plan" with MNE Wireless and/or MNE Camera Services to identify recommended placement locations and coverage areas (based on square footage) consistent with quantity of devices ordered. As with any wireless service, actual coverage may vary from design and is limited based on varying factors such as but not limited to the number of devices deployed, distance from power source, structural impediments, and other interference factors. It is Customer's responsibly to purchase additional Managed Network Edge WiFi or Camera Services to augment coverage as may be needed.

3. MANAGED WIFI SERVICE: This section applies only if Customer purchases the Managed WiFi Service.
(a) Spectrum will provide Managed WiFi solution with wireless access points ("WAPs") deployed at the designated Service Location to enable designated users of the Customer's choice to wirelessly access the Internet as more specifically set forth in a Service Order. Managed WiFi Service or certain features, may not be available in all service areas and may change from time to time, in Spectrum's sole discretion

(b) Internet Access. Spectrum may provide Managed WiFi Service to locations that use a centralized Internet access configuration where Spectrum will not be the primary Internet access provider if Customer purchases an Internet access Service for the sole purpose of providing Spectrum Enterprise out of bandwidth management ("OOB"). OOB service would only provide connectivity to the Managed WiFi Service equipment (switches and controllers).

(c) Connectivity to Local Area Networks. Configuration of the Managed WiFi Service will be as agreed in the WiFi questionnaire completed by the Parties. Managed WiFi Service may provide a separate SSID for employee Internet access if specified on the WiFi questionnaire. A second WLAN will be created on the wireless network with its own VLAN assigned. The aggregation switch will be configured to hand off an Ethernet Service port to Customer. In this scenario, network functions (Dynamic Host Configuration Protocol (DHCP) and Network Address Translation (NAT), for example) may be handled by Customer's LAN. Customer will need to train and engage Customer's staff for all ongoing support issues. The Managed WiFi Service does not include support for connectivity to any device (printers, laptops, computers, routers, etc.).

4. MANAGED ROUTER SERVICE: This section only applies if Customer purchases MRS.
(a) Spectrum will provide a managed router solution with a router deployed at the designated Service Location configured according to the Questionnaire. MRS or certain features, may not be available in all service areas and may change from time to time.

(b) Connectivity. MRS is only available when connected via Spectrum FIA, Spectrum High Speed Internet Service, or Spectrum Ethernet services including in-network and Type II connections. A third party connection can be used as a secondary connection where Spectrum is providing the primary connection.

(c) Termination. If Customer terminates any Spectrum connection service for which Customer has also attached the MRS, leaving the Manager Router connected only to non-Spectrum service for any reason other than Spectrum's material, uncured breach, then Customer shall be deemed to have terminated the corresponding MRS and Customer shall pay any applicable Termination Charges in accordance with the Terms of Service. In all cases, MRS cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.

5. MANAGED SECURITY SERVICE: This section only applies if Customer purchases MSS.
(a) Spectrum will provide a managed firewall solution with a firewall deployed at the designated Service Location configured according to the Questionnaire. MSS or certain features, may not be available in all service areas and may change from time to time.

(b) Connectivity. MSS is only available when connected via Spectrum FIA or Spectrum High Speed Internet services including in-network and Type II connections. A third party connection can be used as a secondary connection where Spectrum is providing the primary connection.

2016-2021 Charter Communications, all rights reserved

(c) Standard and Advanced. MSS has two service levels with different features available. MSS Standard provides firewall functions such as port forwarding and NAT. MSS Advanced provides the features from MSS Standard plus additional features such as anti-virus/anti-malware, URL and web filtering, content filtering, intrusion prevention system (IPS) and deep packet inspection. Only the features purchased shall be provided to Customer.

(d) Termination. If Customer terminates any Spectrum connection service for which Customer has also attached MSS leaving MSS connected only to a non-Spectrum service for any reason other than Spectrum's material, uncured breach, then Customer shall be deemed to have terminated the MSS and Customer shall pay any applicable Termination Charges in accordance with the Terms of Service. In all cases, MSS cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.

6. **VIRTUAL SECURITY SERVICE:** This section only applies if Customer purchases vSS

(a) vSS delivers firewall capabilities through a virtual firewall hosted in a Spectrum Data Center. The Data Center location is based on the geographic location of Customer site(s) and other considerations made at Spectrum's sole discretion.

(b) Connectivity. vSS is only available when connected via Spectrum Ethernet, Spectrum FIA, and/or SD-WAN Service(s) including in-network and Type II connections.

(c) Standard and Advanced. vSS has two service levels with different features available. vSS Standard provides firewall functions such as port forwarding, VPN support and NAT. vSS Advanced provides the features from vSS Standard plus additional features such as anti-virus/anti-malware, URL and web filtering, content filtering, intrusion prevention services (IPS) and deep packet inspection. Only the features purchased shall be provided to Customer.

(d) Termination. If Customer terminates any Spectrum connection service for which Customer has also attached the vSecurity Service then Customer shall be deemed to have terminated the corresponding vSS and Customer shall pay any applicable Termination Charges in accordance with the Terms of Service. In all cases, vSS cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.

2016-2021 Charter Communications, all rights reserved

Attachment G

Wireless Internet Access Service

Spectrum Wireless Internet Access Service: Wireless Internet access service is a fixed-location data service, not a voice service that is implemented using 4G LTE Internet access technology ("WIA Service"). The network used to transmit the data services that support WIA Service is owned and operated by a licensed commercial mobile network operator(s) and not Spectrum (the "Third-Party Network"). WIA Service may not be available in all Spectrum service areas.

Spectrum offers two types of WIA Service: **Wireless Internet** and **Wireless Internet Backup**. Customer's use of Wireless Internet and/or Wireless Internet Backup Service is subject to the following additional terms and conditions:

1. Wireless Internet:

(a) Plan Terms. Wireless Internet is available in multiple service plans with either unlimited data usage per month or with a data allowance limit per month. For Wireless Internet ordered with unlimited data usage, Spectrum reserves the right to revise the wireless data rate of such service plan to 600Kbps when Customer has used 70GB of data within a single monthly billing cycle. At the start of the next billing cycle, the data usage and data speed will reset. For Wireless Internet ordered with a data allowance, once the data allowance is reached in a given monthly billing cycle, excess data charges may apply as outlined in Section 4 below.

(b) Data Sharing; Excess Data Charges. If Customer purchases more than one of the same Wireless Internet service plans (excluding unlimited plans), all such same service plans will participate within the same data pool ("Data Pool"). For example, if Customer purchases 3-1GB Wireless Internet service plans and 2-5GB Wireless Internet service plans, then Customer will have two separate Data Pools, a 1GB service plan Data Pool and a 5GB service plan Data Pool. The maximum Data Allowance for a Data Pool is calculated as the Wireless Internet service plan data allowance multiplied by the number of service plans. Any unused data in the maximum Data Allowance for a single service plan within the Data Pool is first applied to the overages for the service plan with the lowest overage need and then to the next lowest overage service plan until the maximum Data Allowance has been applied. If the total data usage is less than the maximum Data Allowance for the Data Pool, there is no excess usage charge. If, however, all of the service plans within the Data Pool collectively exceed the maximum Data Allowance, then Customer shall be subject to additional Service Charges with respect to the excess usage as stated on the applicable Service Order. Unused Data Allowance in a given billing cycle does not "roll over" to future billing cycles. Wireless Internet service unlimited service plans and Wireless Internet Backup services are not eligible for participation within a Data Pool.

2. Wireless Internet Backup: Wireless Internet Backup is a secondary Internet service and may have limited functionality during failover of the primary Internet service. Customer may only order Wireless Internet Backup with and for the same Order Term as a new or existing FIA Service (up to a maximum of 200 Mbps) provided by Spectrum, and not a third party provider, for the same Service Location, which service shall be cancelled if the FIA Service is terminated for any reason. The wireless data rate will not exceed 10 Mbps. Spectrum may terminate the Wireless Internet Backup Service if Spectrum determines, in its sole discretion, that: (a) Spectrum is unable to provide the Wireless Internet Backup at the requested Service Location; or (b) Customer is using the Wireless Internet Backup as a primary Internet service. Spectrum's termination of the Wireless Internet Backup Service shall have no effect on the FIA Service, which Service Order will remain in effect.

3. WIA Billing and Data Usage. The Service Charges will be billed in the amounts stated on the applicable Service Order. Spectrum invoices for monthly recurring Service Charges, plus applicable taxes, fees, and surcharges, in advance on a monthly basis. All usage-based charges will be invoiced monthly in arrears.
Except as set forth below with respect to data sharing, if a Service Order for Wireless Internet sets forth a maximum "Data Allowance" (defined below), then Customer shall be subject to the additional Service Charges with respect to such excess usage that is stated on the applicable Service Order. "Data Allowance" means the aggregate number of gigabytes of data that may be sent and received using the Wireless Internet services in a single monthly billing cycle under the applicable Wireless Internet service plan, rounded up to the nearest gigabyte.

4. Service Quality. Spectrum selects the Third-Party Network from multiple network operators for each Service Location. Customer acknowledges that (i) WIA Service may be unavailable if the wireless device used in providing WIA Service is not in range of a transmission site; and (ii) there are many factors that may impact availability and quality of WIA Service, including without limitation, network capacity, signal strength, terrain, trees, placement of buildings, environmental conditions, the characteristics of the physical wireless device and any device to which it is attached, government regulations, maintenance, or other activities affecting service operations;

2016-2021 Charter Communications, all rights reserved

(iii) service interruptions may occur as a result of acts of third parties that damage or impair the Third-Party Network or in connection with modifications, upgrades, relocations, repairs or other similar activities conducted by the Third-Party Network operator; and (iv) data delays and omissions may occur. Spectrum does not guarantee any bandwidth specifications and actual Internet upload and download speed, also known as throughput rate, may vary. The Third-Party Network operators may also suspend services from time-to-time. Customer waives all rights and claims against Spectrum and the Third-Party Network operators related to, or the result of, the unavailability OR QUALITY of WIA SERVICE AND/OR the Third-Party Network.

5. Power Disruptions. The WIA Service equipment is electrically powered and will not work in a power outage. Spectrum may supply Customer with a battery backup for use in the event of a power outage in connection with the Wireless Internet Backup service. WIRELESS INTERNET ACCESS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, WIRELESS INTERNET ACCESS SERVICES WILL NOT WORK.

6. Acceptable Use Policy; Third Party Network Terms.

(a) Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP"), found at www.enterprise.spectrum.com (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP. The AUP shall apply even though the traffic is delivered over a Third-Party Network.

(b) Customer shall not resell the WIA Service, either alone or as part of a solution, to end users. Customer must also comply with the applicable service terms and conditions and acceptable use and other policies of the Third-Party Network operators ("Third-Party Terms") found at:

AT&T Internet of Things Wireless Communications Service Guide
http://serviceguidenew.att.com/sg_flashPlayerPage/M2M

Verizon ThingSpace Terms and Conditions
https://thingspace.verizon.com/legal/terms-and-conditions/

The Third-Party Terms may be amended, revised, or supplemented from time to time in the Third-Party Network operator's sole discretion. Customer is solely responsible to verify the applicable Third-Party Terms, including any changes to such Third-Party Terms.

(c) To the extent that the Third-Party Terms or any acceptable use policy are inconsistent with the Spectrum Terms of Service or AUP, the Spectrum Terms of Service and AUP shall control.

7. **Security; Use Restrictions.** Customer shall take commercially reasonable security measures when using the WIA Service, and Customer assumes sole responsibility for use of the WIA Service and for access to and use of Customer Equipment used in connection with the WIA Service. If Customer Equipment is lost or stolen, Customer shall immediately notify Spectrum in writing so that Spectrum can suspend the WIA Service with respect to such Customer Equipment in order to prevent unauthorized use of the WIA Service. Until Spectrum receives Customer's notification, in a manner directed by Spectrum, of lost or stolen Customer Equipment, Spectrum is entitled to assume that any use of the WIA Service in connection with such device is authorized by Customer and Customer shall be responsible for any such use and associated charges. Customer shall not use WIA Services for any remote medical monitoring or any other activity that is subject to the Health Insurance Portability and Accountability Act. Due to regulatory requirements, Customer must obtain Spectrum's approval before installing, deploying or using any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate WIA Services.

8. Termination.

(a) If Customer cancels a WIA Service, in addition to any applicable Termination Charges, Customer shall pay all Service Charges for the WIA Service through the end of the monthly billing period during which the WIA Service was cancelled, including charges for exceeding any data usage limitations that applied to a WIA Service plan, and applicable taxes and fees.

(b) When a line of service is terminated, Customer shall ensure that the Equipment that was activated on that line ("Terminated Equipment") does not register or attempt to register after such termination on the Third-Party Network on which the WIA Service had been provided.
Spectrum shall have the right to use over-the-air means to access Terminated Equipment for the purpose of downloading software or the Third-Party Network operator's then-current preferred roaming list designed to disable Terminated Equipment to prevent attempts to contact the Third-Party Network.

2016-2021 Charter Communications, all rights reserved

(c) Spectrum may terminate WIA Service immediately upon notice to Customer if Spectrum is no longer permitted by the Third-Party Network operator to provide WIA Service to its customers for any reason.

NO THIRD-PARTY LIABILITY. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE THIRD-PARTY NETWORK OPERATORS OR THEIR AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN SPECTRUM OR ITS LICENSORS AND THE THIRD-PARTY NETWORK OPERATORS. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT : (A) THE THIRD-PARTY NETWORK OPERATORS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR; (B) DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, (C) THE SERVICE IS A FIXED-LOCATION DATA SERVICE, NOT A VOICE SERVICE, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED, AND (D) THE THIRD-PARTY NETWORK OPERATORS CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CONNECTIVITY SERVICES.

2016-2021 Charter Communications, all rights reserved

Spectrum Enterprise Bid Response: 36 months with five-1 year extensions Page 1

APPENDIX C – Price Proposal Form

Site	Proposed Bandwidth	Monthly Rate	Non-Recuring Charge	Static IP Address Costs
Howard Holly Building	1G/1G FIA, 61-Static IP	$1,000.00	$0.00 $0.00	$0.00
	500M/500M ELAN	656		
Law Enforcement Center	100M/100M FIA, 61-Static IP	$350.00	$0.00	$0.00
EOC / EMS Station 1	50M/50M FIA 61-Static IP	$350.00	$0.00	$0.00
Tourism	20M/20M FIA 5-Static IP	$320.00	$0.00	$0.00
Pender Memorial Park	50M/50M FIA 5-Static IP	$350.00	$0.00	$0.00
Hampstead Convenience Center	50M/50M FIA 5-Static IP	$350.00	$0.00	$0.00
Hampstead Sheriff's Office Annex	50M/50M FIA 5-Static IP	$350.00	$0.00	$0.00
Animal Shelter	100M/100M ELAN (Type II, Last Mile AT&T)	$900.90	$150.00	NA
Hampstead Annex	100M/100M ELAN	$420.00	$0.00	NA
Hampstead Library	100M/100M ELAN	$420.00	$0.00	NA
Shooting Range	100M/100M ELAN (Type II, Last Mile AT&T)	$1,065.90	$150.00	NA
Water Treatment Plant	100M/100M ELAN (Type II, Last Mile AT&T)	$1,065.90	$150.00	NA

Fiber Internet Access (FIA) Options
2G/2G: $ 1,750.00 (Est. Taxes/Fees: $0.00)
5G/5G: $3,000.00 (Est. Taxes/Fees: $0.00)
Note: 3G not an option

E-Rate Eligible

APPENDIX C – Price Proposal Form

Site	Proposed Bandwidth	Monthly Rate	Non-Recuring Charge	Static IP Address Costs
Howard Holly Building	1G/1G FIA, 61-Static IP 500M/500M ELAN	$1,000.00 $590.00	$0.00 $0.00	$0.00
Law Enforcement Center	100M/100M FIA, 61-Static IP	$350.00	$0.00	$0.00
EOC / EMS Station 1	50M/50M FIA 61-Static IP	$350.00	$0.00	$0.00
Tourism	20M/20M FIA 5-Static IP	$300.00	$0.00	$0.00
Pender Memorial Park	50M/50M FIA 5-Static IP	$350.00	$0.00	$0.00
Hampstead Convenience Center	50M/50M FIA 5-Static IP	$350.00	$0.00	$0.00
Hampstead Sheriff's Office Annex	50M/50M FIA 5-Static IP	$350.00	$0.00	$0.00
Animal Shelter	100M/100M ELAN (Type II, Last Mile AT&T)	$900.90	$150.00	NA
Hampstead Annex	100M/100M ELAN	$380.00	$0.00	NA
Hampstead Library	100M/100M ELAN	$380.00	$0.00	NA

Shooting Range	100M/100M ELAN (Type II, Last Mile AT&T)	$1,065.90	$150.00	NA
Water Treatment Plant	100M/100M ELAN (Type II, Last Mile AT&T)	$1,065.90	$150.00	NA

Fiber Internet Access (FIA) Options
2G/2G: $ 1,550.00 (Est. Taxes/Fees: $0.00)
5G/5G: $2,600 (Est. Taxes/Fees: $0.00)
Note: 3G not an option

Refer to Spectrum Price Chart for Estimated Taxes/Fees
E-Rate Eligible

Option 1: Spectrum Enterprise Bid Response: 36 months with five-1 year extensions

Site	Service Address	Service Description	Monthly Rate	Estimated Taxes/Fees	Non-Recuring Charge	Current USF	Contract Term*
Howard Holly Building	300 E Fremont St, Burgaw	1G/1G FIA	$1,000.00	$0.00	$0.00	25.2%	36 Months
		61 Static IP	$0.00	$0.00	$0.00		36 Months
		2G/2G FIA	$1,750.00	$0.00	$0.00		36 Months
		5G/5G FIA	$3,000.00	$0.00	$0.00		36 Months
		500M/500M ELAN	$656.00	$54.42	$0.00		36 Months
Law Enforcement Center	605 E Fremont St, Burgaw	100M/100M FIA	$350.00	$0.00	$0.00		36 Months
		61 Static IP	$0.00	$0.00	$0.00		36 Months
EOC / EMS Station 1	805 Ridgewood Ave, Burgaw	50M/50M FIA	$350.00	$0.00	$0.00		36 Months
		61 Static IP	$0.00	$0.00	$0.00		36 Months
Tourism	106 E Wilmington St, Burgaw	20M/20M FIA	$320.00	$0.00	$0.00		36 Months
		5-Static IP	$0.00	$0.00	$0.00		36 Months
Pender Memorial Park	601 S Smith St, Burgaw	50M/50M FIA	$350.00	$0.00	$0.00		36 Months
		5-Static IP	$0.00	$0.00	$0.00		36 Months
Hampstead Convenience Center	250 Transfer Station Rd, Hampstead	50M/50M FIA	$350.00	$0.00	$0.00		36 Months
		5-Static IP	$0.00	$0.00	$0.00		36 Months
Hampstead Sheriff's Office Annex	15060 US Hwy 17, Hampstead	50M/50M FIA	$350.00	$0.00	$0.00		36 Months
		5-Static IP	$0.00	$0.00	$0.00		36 Months
Animal Shelter	3280 Savannah Rd, Burgaw	100M/100M ELAN (Type II, Last Mile AT&T)	$900.90	$74.73	$150.00		36 Months
Hampstead Annex	15060 US Hwy 17, Hampstead	100M/100M ELAN	$420.00	$34.84	$0.00		36 Months
Hampstead Library	75 Library Dr, Hampstead	100M/100M ELAN	$420.00	$34.84	$0.00	25.2%	36 Months
Shooting Range	8718 Shaw Hwy, Rocky Point	100M/100M ELAN (Type II, Last Mile AT&T)	$1,065.90	$88.43	$150.00		36 Months
Water Treatment Plant	289 Quality Way, Wilmington	100M/100M ELAN (Type II, Last Mile AT&T)	$1,065.90	$88.43	$150.00		36 Months

Option 2: Spectrum Enterprise Bid Response: 60 months with five-1 year extensions

Site	Service Address	Service Description	Monthly Rate	Estimated Taxes/Fees	Non-Recuring Charge	Current USF	Contract Term*
Howard Holly Building	300 E Fremont St, Burgaw	1G/1G FIA	$1,000.00	$0.00	$0.00	25.2%	60 Months
		61 Static IP	$0.00	$0.00	$0.00		60 Months
		2G/2G FIA	$1,550.00	$0.00	$0.00		60 Months
		5G/5G FIA	$2,600.00	$0.00	$0.00		60 Months
		500M/500M ELAN	$590.00	$48.95	$0.00		60 Months

Law Enforcement Center	605 E Fremont St, Burgaw	100M/100M FIA	$350.00	$0.00	$0.00		60 Months
		61 Static IP	$0.00	$0.00	$0.00		60 Months
EOC / EMS Station 1	805 Ridgewood Ave, Burgaw	50M/50M FIA	$350.00	$0.00	$0.00		60 Months
		61 Static IP	$0.00	$0.00	$0.00		60 Months
Tourism	106 E Wilmington St, Burgaw	20M/20M FIA	$300.00	$0.00	$0.00		60 Months
		5-Static IP	$0.00	$0.00	$0.00		60 Months
Pender Memorial Park	601 S Smith St, Burgaw	50M/50M FIA	$350.00	$0.00	$0.00		60 Months
		5-Static IP	$0.00	$0.00	$0.00		60 Months
Hampstead Convenience Center	250 Transfer Station Rd, Hampstead	50M/50M FIA	$350.00	$0.00	$0.00		60 Months
		5-Static IP	$0.00	$0.00	$0.00		60 Months
Hampstead Sheriff's Office Annex	15060 US Hwy 17, Hampstead	50M/50M FIA	$350.00	$0.00	$0.00		60 Months
		5-Static IP	$0.00	$0.00	$0.00		60 Months
Animal Shelter	3280 Savannah Rd, Burgaw	50M/50M ELAN (Type II, Last mile AT&T)	$900.90	$74.73	$150.00		60 Months
Hampstead Annex	15060 US Hwy 17, Hampstead	100M/100M ELAN	$380.00	$31.52	$0.00		60 Months
Hampstead Library	75 Library Dr, Hampstead	100M/100M ELAN	$380.00	$31.52	$0.00	25.2%	60 Months
Shooting Range	8718 Shaw Hwy, Rocky Point	50M/50M ELAN (Type II, Last mile AT&T)	$1,065.90	$88.43	$150.00		60 Months
Water Treatment Plant	289 Quality Way, Wilmington	50M/50M ELAN (Type II, Last mile AT&T)	$1,065.90	$88.43	$150.00		60 Months

Taxes/Fees on Type II Installation: $10.13 each circuit

E-Rate Eligible

Pender County
Lightning Alerting & Weather Stations for Parks

TO:	Board of County Commissioners
FROM:	Zack White
DATE:	February 22, 2022
SUBJECT:	Lightning Alerting & Weather Stations for Parks

SUMMARY:

Approved in the FY 21-22 Budget was the installation of lightning detection system and weather stations in both Hampstead Kiwanis Park and Pender Memorial Park. We have received quotes for three vendors. The vendors include Earth Networks, Perry Weather, and Thor Guard Inc. Attached you will find the quotes provided by the vendors and the Pender County Parks and Recreation Severe Weather & Lightning Policy.

ACTION REQUESTED:

To award the contract and approve the purchase order for Lightning Alerting & Weather Stations.

805 S. Walker Street
PO Box 5
Burgaw, NC 28425

PENDER COUNTY Parks & Recreation

Phone: 910-259-1330
Fax: 910-259-1295
www.pendercountync.gov

Adopted by the Pender County Parks and Recreation Advisory Board

August 13, 2019

This document represents the Pender County Parks and Recreation policy with regard to Severe Weather & Lightning

In the United States, there are an estimated 25 million cloud-to-ground lightning flashes each year. (Orville and Huffines, 2001). Furthermore, lightning has been the second greatest cause of storm-related deaths (after floods) in the United States during the past 40 years. This is a serious issue with severe consequences given the correct precautions are not taken.

The existence of blue sky and the absence of rain are not protection from lightning. Lightning can, and does, strike as far as 10 miles away from the rain shaft. As a minimum, it is strongly recommend that all individuals leave activity areas within the parks and reach a safe location by the flash-to-bang count of 30 seconds.

In addition, It is highly recommended that organizations using Pender County Parks and Recreation facilities employ the use of a lightning detector or an app on their phone such as the WeatherBug App with Spark Lightning Detection. If either is being used... detection of lightning within 10 miles **REQUIRES** that all activities cease and activity areas be evacuated. At such time, a clock would start and all activities cannot begin again for 30 minutes. If lightning strikes again in that 30 minute window, the clock would start over for another 30 minutes until there are no lightning strikes within 10 miles for an entire 30 minutes.

In an attempt to educate the public about dangers relating to sever weather the National Weather Service has established a multi-level awareness plan.

Level 1 – If you are planning outdoors activities, obtain the weather forecast beforehand. Know your local weather patterns.

Level 2 – If you are planning to be outdoors, identify and stay within traveling range of a proper shelter. Employ the "30-30 Rule" to know when to seek a safer location. The "30- 30 Rule" states that when you see lightning, count the time until you hear thunder. If this time is 30 seconds or less go immediately to a safer place. If you can't see the lightning, just hearing the thunder means lightning is likely within striking range. After the storm has apparently dissipated or moved on, wait 30 minutes or more after hearing the last thunder before leaving the safer location.

Level 3 – When lightning strikes, go to a safer location. Do not hesitate. What is a safer location? The safest place commonly available during a lightning storm is a large, fully enclosed substantially constructed building. Substantial construction also implies the building has wiring and plumbing, which can conduct lightning current safely to ground. Once inside, stay away from corded telephones, electrical appliances, lighting fixture, microphones, electric sockets and plumbing. Inner rooms are generally preferable from a safety viewpoint. If you can't reach a substantial building, an enclosed vehicle with a sold metal roof and metal sides is a reasonable second choice. Close the windows, lean away from the door, put your hands in your lap and don't touch the steering wheel, ignition, gear shifter or radio. Convertibles, cars with fiberglass or plastic shells, and open framed vehicles are not suitable lightning shelters.

Level 4 – If you cannot flee to a safer location, take action to minimize the threat of being stuck. Proceed from higher to lower elevations. Avoid wide-open areas, including sports fields. Avoid tall, isolated objects like trees, poles, and light posts. Do not consider unprotected open structures such as picnic pavilions, rain shelters and bus stops. Avoid contact with metal fences, metal bleachers, or other metal structures.

Level 5 – If circumstances or a series of bad decisions have found you outside of a shelter, far removed from a safer place when lightning is occurring, there are still measures to be taken. Put your feet together, squat down, tuck your head, and cover your ears. When the immediate threat of lightning has passed, continue heading to the safest place possible.

Level 6 – If the worst happens, there are key Lightning First Aid guidelines. First, if at all possible, call "9-1-1" immediately. Since all deaths from lightning strikes result from cardiac arrest and/or stopped breathing, begin treatment as soon as possible. CPR or mouth-to-mouth resuscitation is the recommended first aid, respectively.

The threat of injury due to a lightning strike is very prevalent. We unfortunately cannot control the weather, however can decrease the possibility of injury through education and proper precautions. By understanding and utilizing the five levels identified in the National Weather Service plan we can be assured that our teams are safe at all Pender County Parks and Recreation venues.

Appendix A

Lightning Safety Education Resources National Weather Service - HERE

45th Weather Squadron, US Air Force - HERE

National Severe Storms Laboratory - HERE

National Lightning Safety Institute - HERE

National Collegiate Athletic Association – HERE (Guidelines 1E – Page 17)

National Athletic Trainer's Association - HERE

Earth Networks – Best Practices for Lightning Alerting - HERE

perry weather

Pender County NC - Hardware Subscription - 2 Parks (4 year agreement)

Pender County, NC
805 S WALKER ST, PO BOX 5
Burgaw, NC 28425
United States

Zachary White
Parks and Recreation Supervisor
zwhite@pendercountync.gov
910-663-3771

Doug Shipley
Parks & Rec Director
dshipley@pendercountync.gov
(910) 663-3770

Reference: 20220131-141701847
Quote created: January 31, 2022
Quote expires: June 30, 2022
Quote created by: Joshua Nagelberg
josh@perryweather.com
+1 (919) 717-2923

Products & Services

Item & Description	Quantity	Unit Price	Total
Software + Outdoor Warning System (OWS) Subscription Bundle Subscription to Perry Weather software and Outdoor Warning System (OWS) hardware SOFTWARE: - Mobile app + Computer Dashboard access for 10 users per warning system - Text alerts - GPS tracking - 24/7 Meteorologist support - Daily forecast email - Website widget for current weather status (No login required) OUTDOOR WARNING SYSTEM: - Solar/Cellular Powered - Syncs w/ all Perry Weather software - 2 Electronic Amplified Speakers (127 decibels) & 1 Flashing Strobe - Automated & Manually triggered - Automated and Custom text-to-speech messaging through the warning system speakers	2	$3,000.00 / year	$6,000.00 / year for 4 years

(Standard Warranty applied for length of the subscription)			
Weather Station (with Existing OWS) Subscription to Weather Station hardware when paired with an existing OWS system -Syncs w/ all Perry Weather software - programmable alerts can be scheduled with software for extreme temperatures, high wind, and rainfall -Temperature & Humidity -WBGT & Heat Index -Wind Speed & Direction -Wind Chill -Precipitation -HD Sky Camera +Historical Analytics (Standard Warranty applied for length of the subscription)	2	$499.00 / year	$998.00 / year for 4 years
Assisted Installation - Outdoor Warning System (OWS) Requires on-site assistance from customer	2	$899.00	$1,798.00
Assisted Installation - Weather Station (WxS), with Existing OWS, no separate trip required Requires on-site assistance from customer	2	$99.00	$198.00

Subtotals

Annual subtotal	$6,998.00
One-time subtotal	$1,996.00
Total	**$8,994.00**

Questions? Contact me



Joshua Nagelberg
josh@perryweather.com
+1 (919) 717-2923

Perry Weather
1355 Motor Circle
Dallas, Texas 75207
United States

Download quote Print quote

Order #: 83730

EARTH NETWORKS

SEE WHAT WE'RE UP TO!

EARTH NETWORKS ORDER FORM

12410 Milestone Center Drive,
Suite 300, Germantown, MD 20876

Customer Contact Information			
Business Name:	Pender Country Parks & Recreation	**Business Address:**	805 South Walker Street Burgaw, NC 28425
Contact Name:	Zach White		
Contact Phone:	910-663-3771	**Contact Fax:**	

Earth Networks Contact Information			
POC:	Randy Smith	**Email Address:**	rsmith@earthnetworks.com
Contact Phone:	(330) 472-7621	**Contact Fax:**	

Schedule of Services

Product Name	Notes	Quantity	Unit Price	Total Price
Outdoor Lightning Alerting Horn and Strobe System with Installation	Year 1 Year 2 -5 the annual fee is $2,500 per system	2	$3,000.00	$6,000.00
Weather Station System with Installation	Year 1 Year 2 -5 the annual fee is $550 per system	2	$550.00	$1,100.00
Annual Service Fee	Includes: • **Unlimited Parks and Labor Maintenance** • **Lightning Alerting Feed** • **24x7 System Monitoring** • **Countdown Clock** • **Sferic Maps License**	2	Included	Included
			Total:	$7,100.00

Initial Term of Contract: 5 Years

Order #: 83730

Remarks:
The customer agrees to payment terms of Net 30 unless otherwise documented. Late payment fees will be charged as one percent (1%) per month or part thereof will be charged for any payment that is more than 30 days late.

Installation and/or maintenance costs quoted above are valid for standard installations only. Any installation or maintenance work that requires non-standard equipment, materials, or regulatory expense may be subject to an additional charge. Furthermore, customer is responsible for providing all communication and electrical infrastructure.

Please allow up to four to six weeks for delivery of hardware.

CUSTOMER:	**EARTH NETWORKS:**
By: _____	By: Randy Smith
Name: _____	Name: Randy Smith
Title: _____	Title: Homeland Security Specialist
Date: _____	Date: 1/14/2022

1. **Payment.** The Buyer agrees to payment terms per Remarks section of Schedule. Late payment fees will be charged as follows: (a) one percent (1%) per month or part thereof will be charged for any payment that is more than 30 days late: (b) Payment should be made to:
   Earth Networks
   Dept 0152, PO Box 120152
   Dallas, TX75312
2. **Inspection and Acceptance.** It is Buyer's responsibility to inspect and accept each unit at the time of delivery. Failure of Buyer to inspect and accept the unit at that time waives Buyer's rights to inspection and acceptance as a term of the contract. However, any actions under this clause shall not be deemed a waiver of any warranty contained herein.
3. **Web Services.** As part of this package purchase, Seller agrees to provide to Buyer: (1) complete access to the web service specified on the Schedule; (2) Provide adequate bandwidth and server capacity; (3) Provide toll-free technical support. The above services will be provided for as long as Seller maintains support for the applicable web service.
4. **Term and Termination.** The web services shall have an initial term as specified on the Schedule. Unless otherwise specified on the Schedule, the web services subscription shall automatically renew for successive 12 month terms, unless terminated by either party with at least 30 days written notice prior to the expiration of the then current term.
5. **Dispute.** The parties agrees that any dispute, other than those relating to payment, due and owing from Buyer to Seller, arisingout of or relating to this Agreement, shall be subject to binding arbitration pursuant to the Commercial Arbitration Rules of theAmerican Arbitration Association. The parties shall jointlyrequest that an Arbiter be appointed by the Alternative Dispute Resolution Administrator for the Circuit Court for MontgomeryCounty, Maryland, to serve as the final arbiter of any dispute.Any award of the Arbiter shall be enrollable in the applicable court for enforcement. Both Buyer and Seller agree that the finding of the arbitrator is binding and no other remedy, including legal remedies, is permitted.
6. **Warranty.** The Seller warrants the hardware and software purchased by the Buyer against defects in workmanship and materials for a period of one (1) year from date of delivery under this contract. The Seller shall, at its sole option, either repair or replace defective items. Buyer is responsible to return of defective items to Seller by means specified by the Seller. The Buyer shall bear all shipping expenses. Packing of defective items for return is responsibility of Buyer. Damage due to natural causes (storms, lightning, flying debris, etc.) is not covered by this warranty. Damage resulting from Buyer negligence or mishandling of hardware and software is not covered by this warranty.
7. **Alterations and Attachments.** If Buyer makes alterations or attaches a device or any other item to the Earth Networks unit as sold and installed, the warranty is voided and Seller has no further obligation under the warranty.
8. **Disclaimer of Implied Warranties.** EXCEPT AS PROVIDED ABOVE, THE WEB SERVICES AND DATA DISPLAYED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABALE" BASIS. EXCEPT AS PROVIDED IN SECTION 6 ABOVE, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO BUYER, OR TO ANY AUTHORIZED USER OR THIRD PARTY, INCLUDING ANY WARRANTIES OF QUALITY, ACCURACY, PERFORMANCE, COMPATABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT SELLER IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR DATA CONTAINED IN THE SERVICES, AND SELLER SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM BUYER'S OR ANY AUTHORIZED USER'S RELIANCE ON ANY SUCH INFORMATION OR DATA UNDER ANY CIRCUMSTANCES.
9. **Lightning Disclaimer**. Experience has shown that the resolution, timeliness, and format in which lightning data are presented within various displays and products, does not provide a total solution with regard to addressing concerns regarding the presence of convective activity and/or lightning and their potential impact on the safety of personnel and/or safeguarding of facilities, whether it be of immediate or short term concern. Interpretation and application of the data, as well as any comparative analysis and/or prognosis or similar activities done by any user, are done so solely at the user's risk and have not directly or indirectly been implied, condoned or recommended by Seller, and/or its data suppliers.
10. **Liability.** Buyer and subsequent users of hardware and software agree to waive any liability of Seller for damage caused by hardware and software installation and operation on any user premises.
11. **Limitations of Liability.** Except for damages caused by Seller's willful misconduct, recklessness, or gross negligence, the parties agree that to the extent permitted by applicable law, Seller limits or disclaims liability related to the manufacture, delivery, or use of the equipment, the software and/or supplies used in connection with the equipment or the provision of services for the equipment, as follows: (a) For direct damages, Seller liability is limited to the amounts paid by Buyer for the equipment, software, supplies or services giving rise to, or which are the subject of the claim, whether such claim alleges breach of contract, or tortious conduct including but not limited to negligence or any other theory; (b) Seller disclaims liability for indirect, incidental, special, or consequential damages (including but not limited to, loss of use, revenue, or profit) whether such claim alleges breach of contract, tortious conduct including but not limited to negligence, or any other theory.
12. **Data Rights.** Seller retains all rights to data and/or video images (hereinafter "data") generated by the Earth Networks system(s). Seller grants Buyer a limited license for use of such data, in connection with Buyer's internal business/educational purposes, but for no other purpose. Seller has exclusive rights for resale or to otherwise use data from the installed system(s). Buyer and users of hardware and software under this contract cannot provide access to third parties without the express written consent of Seller. Requests for access must be in writing to the Seller at the Seller's place of business. Seller grants Buyer a royalty free license to use and disseminate data generated by the Buyer's Earth Networks system for educational purposes, save and except that Buyer is expressly prohibited from disseminating data to media outlets (such as TV stations, cable channels, radio stations, newspapers, and magazines). Buyer is expressly prohibited from disseminating data from any other Earth Networks system.
13. **Access To Communication Line.** Buyer agrees to connect, at Buyer expense, the Earth Networks unit(s) to a dedicated, full-time Internet connection. Buyer further agrees to maintain the Earth Networks system in an operational mode at all times and to permit Seller authorized outside access to system data through the telecommunication line. Telecommunication line expense is solely the obligation of Buyer. Buyer agrees to follow all procedures outlined in the Operations Manual to ensure system access is maintained.
14. **Non-Waiver of Rights.** The failure of Buyer or Seller to insist upon strict performance of the terms and conditions of this Contract or to exercise any rights or remedies, shall not be construed as a waiver or its rights to assert any of same rights or to rely on any such terms or conditions at any time thereafter.

15. **Governing Law.** This Agreement shall be governed by the laws of the State of Maryland.
16. **Attorney's Fees/Costs.** In any action by a party to enforce its rights hereunder, the non-prevailing party shall pay the prevailing party's costs and expenses (including reasonable attorney's fees & other arbitration costs).
17. **Extraordinary Circumstances.** Except for obligations of payment, neither Seller nor the Buyer shall be liable for nonperformance caused by circumstances beyond their control, including but not limited to, work stoppages, floods, lightning and all other acts of God.
18. **Breach.** Either party may terminate this Agreement on breach by the other party of any material term or condition hereof 10 days after written notice is given to the breaching party by the non-breaching party if such breach is not cured.
19. **Order Fulfillment.** If this is a multiple unit order and/or includes promotional goods, credits, services, and the Buyer does not fully complete the terms of the Order agreement, Seller reserves the right to re-bill at standard prices or to retrieve the promotional items, unless the Buyer reconciles by acquiring another Earth Networks product eligible for such promotional items/discounts.
20. **Patent Indemnity.** Seller will defend the Buyer from, and pay for ultimate judgment or liability for infringement in the United States by equipment or operating system software ("Software") of any patent, trademark, trade secret, protected semiconductor chip mask work, or copyright if Buyer promptly notifies Seller in writing of any alleged infringement, allows Seller to defend, and cooperates with Seller. Seller is not responsible for any non-Earth Networks litigation expenses or settlements unless Earth Networks agrees to them in writing. Seller is not liable for any infringement due to equipment or software being made or modified by the Buyer or Buyer requested specification or designs, or being used or sold in combination with equipment, software, or supplies not provided by Seller. IMPORTANT: SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF NON-INFRINGEMENT AND HAS NO OTHER LIABILITY FOR INFRINGEMENT OR ANY DAMAGES THEREFROM. To avoid an infringement (even if not alleged) Seller may, at its option, at no charge to Buyer, obtain a license to use, modify, or substitute an equivalent item for the infringing equipment or software.
21. **Purchase Orders.** Except for identifying goods, services or software ordered, prices and quantities, the terms and conditions contained or referenced in Buyer purchase order or other ordering documents shall be of no force or effect.
22. **Necessary Maintenance by Earth Networks.** Buyer will provide, upon reasonable notice by Seller, access to the system(s) for the purpose of supplying necessary maintenance and/or the installation of additional sensor equipment.
23. **Severability/Assignability.** If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable. Neither party may assign this Agreement or any of its rights and obligations hereunder to any person, firm or corporation, without the prior written consent of the other, which consent shall not be unreasonably withheld, provided however that either party may assign this Agreement to a successor in interest as a result of a sale of all or substantially all of its stock or assets.
24. **Modification.** This contract shall not be varied in its terms or conditions by any oral Agreement or representation, but only by an instrument in writing of even or subsequent date thereto, properly executed by both the Seller and Buyer.
25. **Entire Agreement.** The terms and conditions contained or referenced in this Order Agreement are the complete and entire agreement between Seller and Buyer respecting the subject matter of this Agreement.

THOR GUARD, INC.
THORGUARDIAN PRICE LIST
January 1, 2022

The THORGUARDIAN Lightning Prediction & Warning System, Including:

THOR GUARD Model L125 Lightning Prediction Computer
Sensor Assembly & Triaxle Cable
Air Horn Cluster Warning System (6 air-horns for 360° coverage)
Outdoor Strobe Light with Mounting Plate (up to 40')
Sealed Gray Fiberglass Enclosure
Includes Mounting Bracket and Tripod
(4' X 1" Diameter Support Pipe Not Included)

SALES PRICE:	**$8,100.00**
SHIPPING & HANDLING, ground transportation Within the Continental United States:	**$300.00**
TOTAL COST:	**$8,400.00**

plus Install $2,000 $10,400

OPTIONS:

40W Solar Panel & Mount	$450.00
External Relay Interface (Requires Remote Display)	
Additional Outdoor Strobe Light (up to 40' cable) (Over 40' - $1.00 per foot)	$300.00
Additional Indoor (LED) Strobe Light (up to 40' cable) (Over 40' - $1.00 per foot)	$200.00

THORPCX Software: $995.00, see THOR GUARD Software and Data License Pricing for details

Other Information & Optional Items:
1. Features and options listed on specification sheet.
2. All shipments are F.O.B. Sunrise, FL. (Prepaid and added to invoice)
3. Sales price excludes applicable local or state taxes.
4. Installation prices will vary and will be based on a site review.)
5. Uninterruptible Power Supply (U.P.S.)/Line Conditioner $390.00 each, for electric units only.

Warranty Information:
Five (5) Years of Free Software Upgrades
Two (2) Years Limited Warranty THOR GUARD Computer Console, Sensor, and VOT Horn Warning Equipment
Two (2) Year limited warranty applies to non-manufactured equipment such as strobe lights, batteries, solar panels and U.P.S units.

*SYSTEM GROUNDING MUST BE INSTALLED BY CERTIFIED PERSONNEL.

Pender County
Long Term Easement request

TO:	Board of County Commissioners
FROM:	Cody Suggs
DATE:	February 22, 2022
SUBJECT:	Approval of a long-term easement through Pender Memorial Park

SUMMARY:

The Town of Burgaw is currently seeking funding from the North Carolina Parks and Recreation Trust Fund for the Phase Two (2) West Side Expansion of the Osgood Canal Greenway and Urban Trail. The town is currently proposing that the Phase two (2) expansion travel through Pender Memorial Park to create further connectivity for our residents and visitors. The town has formally proposed this project to the Pender County Parks and Recreation Department and is still currently working with staff to finalize an appropriate route. The Town of Burgaw has also been working with contractors to receive proposals on cost to be included in the grant application. If approved, the Town would require contractors to submit insurance naming "Pender County Government" as co-insured on the policy as well as proof of bonding for the project. If supported by the Pender County Board of Commissioners, the Town of Burgaw is request in g a long-term easement of the proposed t rail route through Pender Memorial Park for future maintenance of the project.

ACTION REQUESTED:

Approval of easement

Town of Burgaw

109 N. Walker Street, Burgaw, NC 28425
Phone: (910) 259-2151, Fax: (910)259-6644, email: mail@burgawnc.gov

Olivia Dawson
Mayor

Wilfred Robbins
Mayor Pro Tem

Commissioners:
Jan Dawson
Bill George
Vernon Harrell
James Malloy

James H. Gantt
Town Manager

Kristin J. Wells
Town Clerk

Zachary S. Rivenbark
Town Attorney

February 7, 2022

Pender County Government
805 S. Walker St.
Burgaw, NC 28425
(910) 259-1200

Pender County Board of Commissioners,

The Town of Burgaw is currently seeking funding from the North Carolina Parks and Recreation Trust Fund for the Phase Two (2) West Side Expansion of the Osgood Canal Greenway and Urban Trail. The Town is currently proposing that the Phase Two (2) expansion travel through Pender Memorial Park to create further connectivity for our residents and visitors.

The Town has formally proposed this project to the Pender County Parks and Recreation Department and is still currently working with staff to finalize an appropriate route. See attached maps for proposal. At the direction of the Assistant County Manager, the Town of Burgaw has completed an 811 locate on the proposed route. No current issues were found with the proposed route, see report attached.

The Town of Burgaw has also been working with contractors to receive proposals on cost to be included in the grant application. If approved, the Town would require contractors to submit insurance naming "Pender County Government" as co-insured on the policy as well as proof of bonding for the project.

If supported by the Pender County Board of Commissioners, the Town of Burgaw is requesting a long-term easement of the proposed trail route through Pender Memorial Park for future maintenance of the project.

Project details can be further discussed at the February 22nd meeting.

Best,

Cody Suggs
Parks & Recreation Director
Town of Burgaw
(910) 300-9011

[External] NCOC EMLCFM 2022/02/03 #02252 A220311624-00A NORM RESP LR

North Carolina 811 <automated@nc811.org>

Thu 2/3/2022 8:13 AM

To: Cody Suggs <csuggs@burgawnc.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

```
EMLCFM 02252 NCOCa 02/03/22 08:13:42 A220311624-00A NORM RESP GRID LR

Thank you for calling North Carolina 811!
This is an automatically generated response from the utilities
who received your notice of excavation.  For your safety,
please respect and protect the marks, and excavate carefully
around the marked utility lines.

This email comes from an automated program that is NOT MONITORED.
DO NOT REPLY BACK TO THIS EMAIL.

Ticket : A220311624 Rev: 00A Taken: 01/31/22 10:24 AM

State: NC Cnty: PENDER Place: BURGAW
Subdivision: NONE
Address :  601 S SMITH ST
Location: LOCATE BY 11:59 PM ON 02/03/2022
DISTANCE FROM CROSS STREET IS:  10 FT
LOCATE THE ENTIRE PROPERTY AREAS ARE MARKED WITH WHITE PAINT AND FLAGS

Work type:PREPPING SIDEWALK
Work date: 02/04/22 12:00 AM
Good thru: 02/21/22 11:59 PM  Update by: 02/16/22 11:59 PM

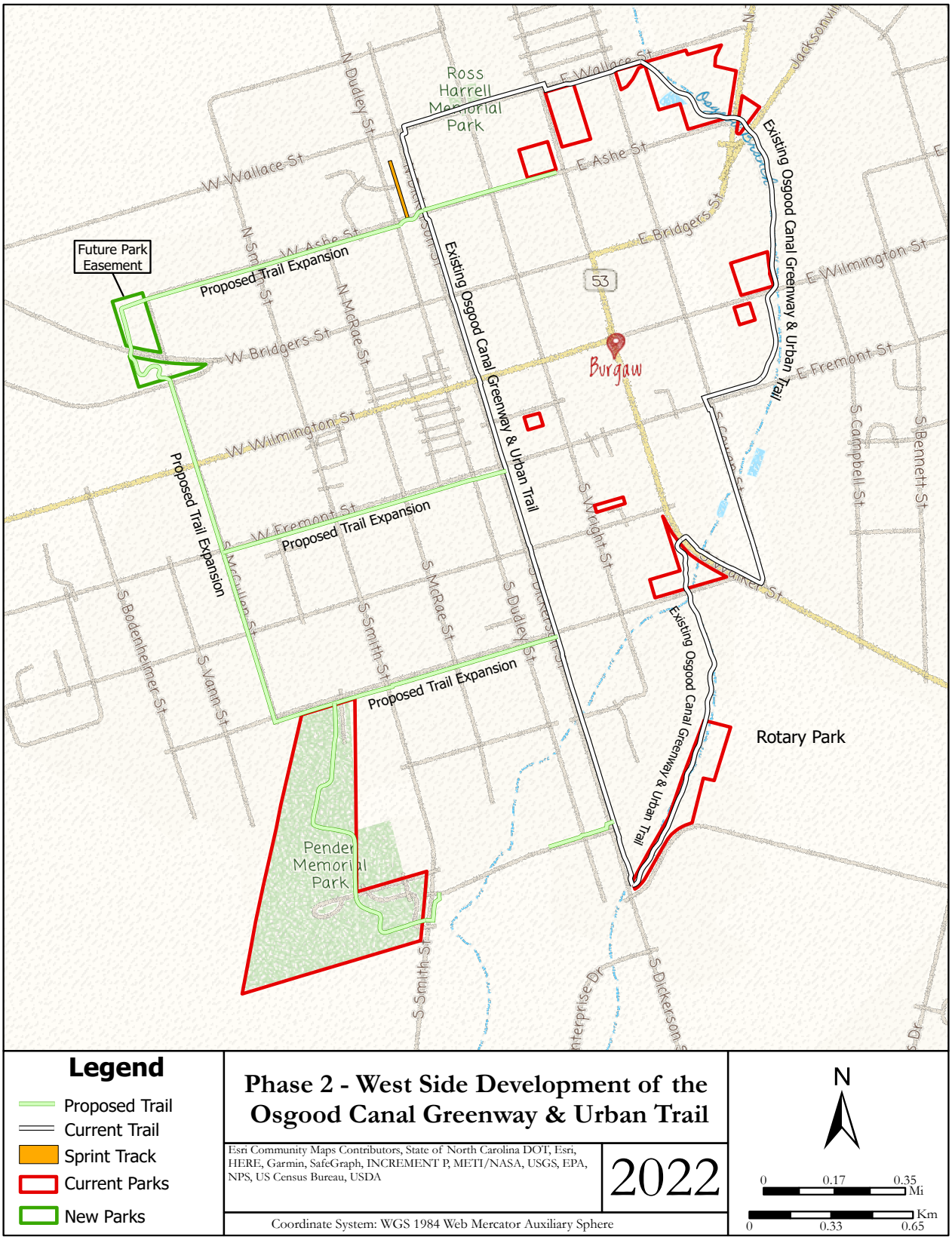
Member      Description              Response          Op ID
Code

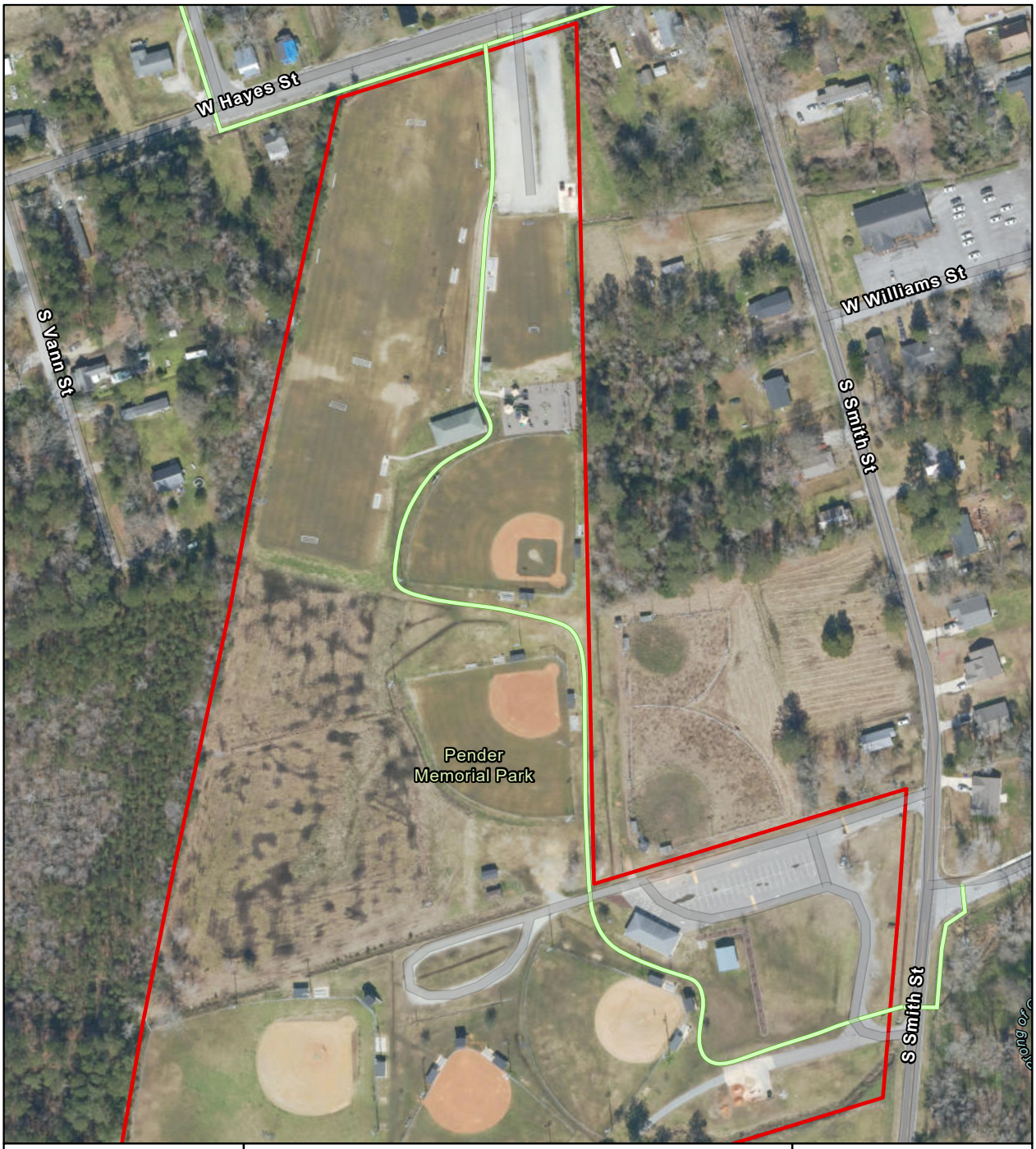
ATT322*     ATT/D (DISTRIBUTION)                       ATT/D
            PHONE - COPPER OR FIBER  02/03/22 08:13 AM   10
            No conflict, utility is outside of stated work area
BUR01       TOWN OF BURGAW                             (No Op ID Provided)
            WATER AND SEWER          01/31/22 03:18 PM   20
            Marked
CPL40*      DUKE ENERGY                                DUKE
            POWER                    02/03/22 08:13 AM   10
            No conflict, utility is outside of stated work area
FOR01*      FOUR COUNTY ELECTRIC MEMBERSHIP CORP.      (No Op ID Provided)
            POWER                    02/03/22 08:13 AM   10
            No conflict, utility is outside of stated work area
VCW01*      CHARTER COMMUNICATIONS                     (No Op ID Provided)
            CABLE TV                 02/03/22 08:13 AM   10
            No conflict, utility is outside of stated work area
```

Member	Type	Contact	Phone
ATT322*	Field	1 - DISPATCH	800-778-9140
	Field	2 - DOUG HAYES II	919-829-8184
	Damage	DAMAGE REPORTING LINE	800-247-2020x3
BUR01	Field	DISPATCH	910-259-2901
	Damage	ALAN MOORE	910-259-2901
CPL40*	Field	DISPATCH	800-778-9140
	Damage	DUKE ENERGY REPRESENTATIVE	800-452-2777
FOR01*	Field	DISPATCH	800-778-9140
	Damage	DALE HARDISON	910-604-0601
VCW01*	Field	DISPATCH	800-778-9140
	Damage	CAROLINAS REGIONAL OPERATIONS	855-272-2862

If any damage involves a release of product or injury, please call 911 before contacting the owner.

Water, sewer and storm drain lines are marked within the right of way or to the meter, and not on private property. Lines from the right of way or meter to the residence or business are private lines and you will need to contact a private line locator to have these lines located. Member facility owners are not responsible for marking private lines. For a listing of private line locators, please visit our website, www.nc811.org. You must contact any non-member facility owners not listed on your location request directly to request their facilities to be located and marked.


Ross Harrell Memorial Park
Future Park Easement
Proposed Trail Expansion
Existing Osgood Canal Greenway & Urban Trail
Burgaw
Rotary Park
Pender Memorial Park
N Dudley St
W Wallace St
E Wallace St
E Ashe St
W Ashe St
E Bridgers St
W Bridgers St
E Wilmington St
W Wilmington St
E Fremont St
W Fremont St
N McRae St
S McRae St
S Smith St
S Dudley St
S Wright St
S Campbell St
S Bennett St
S Bodenheimer St
S Vann St
53
Legend
Proposed Trail
Current Trail
Sprint Track
Current Parks
New Parks
Phase 2 - West Side Development of the Osgood Canal Greenway & Urban Trail
Esri Community Maps Contributors, State of North Carolina DOT, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA
2022
Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere
N
0 0.17 0.35 Mi
0 0.33 0.65 Km



Legend

- Proposed Trail
- Current Trail
- Current Parks
- New Parks

Phase 2 - West Side Development of the Osgood Canal Greenway & Urban Trail
PENDER MEMORIAL PARK

Esri Community Maps Contributors, State of North Carolina DOT, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, NC CGIA, Maxar, Microsoft

2022

Coordinate System: NAD 1983 StatePlane North Carolina FIPS 3200 Feet

N

0 500 1,000 Feet

0 0.2 0.4 Miles

Pender County
Board of Health Presentation

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	February 22, 2022
SUBJECT:	Presentation of the 2021 Annual Communicable Disease Report

SUMMARY:
Carolyn Moser will Present the 2021 Annual Communicable Disease Report

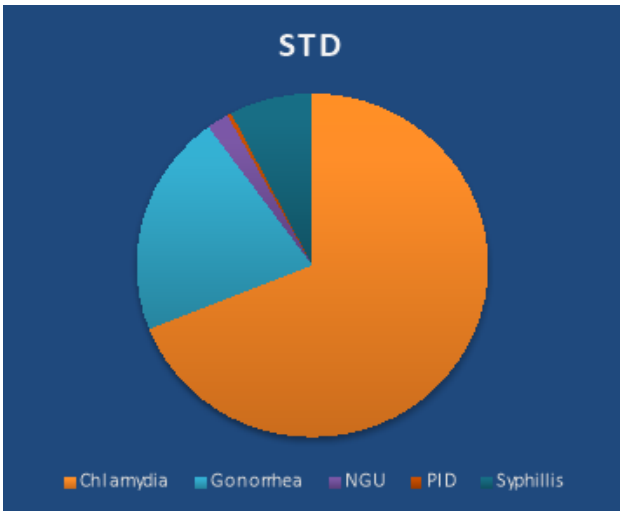
Pender County Health Department
Communicable Diseases & STDs Reported to
N.C. Communicable Disease Control Branch

Diseases	Jan 2017- Dec 2017	Jan 2018 - Dec 2018	Jan 2019 - Dec 2019	Jan 2020 - Dec 2020	Jan 2021- Dec 2021
Campylobacter	3	3	4	2	3
Cryptosporidiosis	1	8	3	1	3
Ehrlichiosis, HME	1	0	0	0	0
Haemophilus Influenzae	3	0	0	2	0
Hepatitis B – Acute	0	1	4	0	0
Hepatitis B - Chronic	5	0	2	1	1
Hepatitis C – Acute	0	1	1	2	1
Hepatitis C - Chronic	134	54	42	47	66
Influenza Related Adult Deaths	4	8	4	0	0
Legionellosis	2	1	1	0	4
Lyme Disease	0	2	0	0	1
Rocky Mountain Spotted Fever	4	3	2	0	0
Salmonellosis	30	15	20	33	24
Shigellosis	0	0	1	0	0
Streptococcal Infection Group A Invasive	2	0	1	1	0
Pneumococcal Meningitis	0	1	0	0	0

Communicable Disease

- Campylobacter and Salmonella infections are two types of foodborne disease caused by bacteria. Both diseases usually result in diarrhea, nausea, vomiting, abdominal pain, and fever, although patients may not experience all the symptoms. Salmonella is the #1 foodborne communicable disease reported by Pender County.
- Shigellosis is a foodborne illness caused by a bacterium. The symptoms include diarrhea, fever, nausea, and vomiting. There were no cases in 2021.
- Ehrlichiosis HME and Lyme Disease are tickborne diseases that can occur after having contact with an infected tick, there was 1 confirmed case of Lyme disease in 2021. There were no confirmed cases of Rocky Mountain Spotted Fever in 2021.
- Legionnaires' disease is characterized by fever, myalgia, cough, and clinical or radiographic pneumonia. There were 4 confirmed cases in 2021.
- Hepatitis B is a potentially serious form of liver inflammation due to infection by the hepatitis B virus and is one of the most common chronic infectious diseases worldwide. Hepatitis B is a vaccine preventable disease; there is no cure for Hepatitis B currently.
- Hepatitis C is a potentially serious form of liver inflammation due to infection by the Hepatitis C virus. It is one of the most common causes of liver cirrhosis and cancer. There is no vaccine available for Hepatitis C, but it is treatable.
  *The increase in 2017 and 2018 was the result of expanded Hepatis C testing due to increased treatment options. Outreach campaigns were held state-wide to promote screening and testing efforts. Cases of Hepatitis C increased 40% in 2021.
- Haemophilus Influenzae can cause bacterial meningitis and other serious illnesses, such as, bacteremia, epiglottitis, and pneumonia. It is very rare due to the widespread usage of the Hib vaccine.
- Pneumococcal Meningitis is a bacterial form of meningitis. It is an infection of the membranes that cover your brain and spinal cord. Even with speedy diagnosis and treatment this disease can still cause long term health issues or death.
- Cryptosporidiosis is a zoonotic disease that usually causes mild diarrheal illness in humans with intact immune systems, however in the immunocompromised, (e.g., AIDS patients), it can induce quite serious, chronic, and even fatal infections.
- Streptococcal Infection Group A Invasive is a bacterial disease commonly found on the throat and on the skin. Most of the cases of GAS infections are relatively mild, such as strep throat and impetigo. Occasionally, these bacteria can cause much more severe and even life-threatening diseases such as necrotizing fasciitis (often described as "the flesh-eating bacteria.")
- Toxic Shock Syndrome, Streptococcal is a rare, life-threatening complication of certain types of bacterial infections. There were no confirmed cases in 2021.

Sexually Transmitted Diseases
January 1-December 31, 2020



Chlamydia - 171
Gonorrhea – 52
NGU – 5
Syphilis – 19
PID – 1

- The number of Gonorrhea cases reported in 2021 was 52, compared to 63 reported cases in 2020. Gonorrhea is a sexually transmitted infection wherein *Neisseria gonorrhoeae* is present.
- Chlamydia still ranks as the county's number one reported sexually transmitted disease with 171 cases being reported in 2021. The number of cases has decreased slightly since 2020.
- The number of cases of non-gonococcal urethritis decreased slightly in 2021. There were 7 reported cases in 2020 compared to 5 reported cases in 2021. Non-gonococcal urethritis is an inflammation of the urethra which is not the result of infection with *Neisseria gonorrhoeae.* NGU is treated with antibiotics.
- There was 1 case of pelvic inflammatory disease reported in Pender County in 2021 and 2020. There have been no other cases during the previous two years.

HIV/Syphilis

- Nineteen new cases of syphilis were identified in Pender County in 2021. Eleven of these were confirmed Early cases, while the remaining 8 were confirmed other duration/late - Per NCDHHS this is a trend across the state.
- Three newly diagnosed cases of HIV were identified in Pender County for 2021. There were 2 new cases in 2020, 5 newly diagnosed in 2019, and 2 new cases in 2018.

Tuberculosis

There were 7 confirmed cases of active TB in Pender County in 2021. All patients were on directly observed therapy (DOT). Two of these patients have extra pulmonary TB and 5 have pulmonary/laryngeal TB. Tuberculosis is a highly contagious disease caused by *Mycobacterium tuberculosis*. This bacterium normally attacks the lungs but can attack any part of the body. People with TB disease can be treated if they seek medical help.

***This report covers only confirmed cases of each reportable condition. There are many additional cases that are investigated that do not meet case definition.**

Pender County
SUP 2021-21R

TO:	Board of County Commissioners
FROM:	Travis Henley
DATE:	February 22, 2022
SUBJECT:	SUP 2021-21R

SUMMARY:
Michael Fields, applicant, and owner is requesting approval of a Cottage Occupation/Artisan Manufacturing Special Use Permit to manufacture alcoholic beverages, specifically mead, within a 384 square foot accessory structure in the RP, Residential Performance zoning district on approximately 1.28 acres of land located at 580 Meadow Lane. The subject property is in the Rocky Point Township and may be further identified by Pender County PIN 3236-18-6886-0000.

ACTION REQUESTED:
Approval of Special Use Permit

ATTACHMENTS:
SUP 2021-21 Staff Report
SUP 2021-21 Revision Request
SUP 2021-21 Application
SUP 2021-21 Narrative
SUP 2021-21 Site Plan Packet
SUP 2021-21 Attachment 1 - HOA Approval
SUP 2021-21 Attachment 2 - UDO Sections 3.12.3 and 3.12.4

STAFF REPORT FOR SUP 2021-21R
SPECIAL USE PERMIT APPLICATION

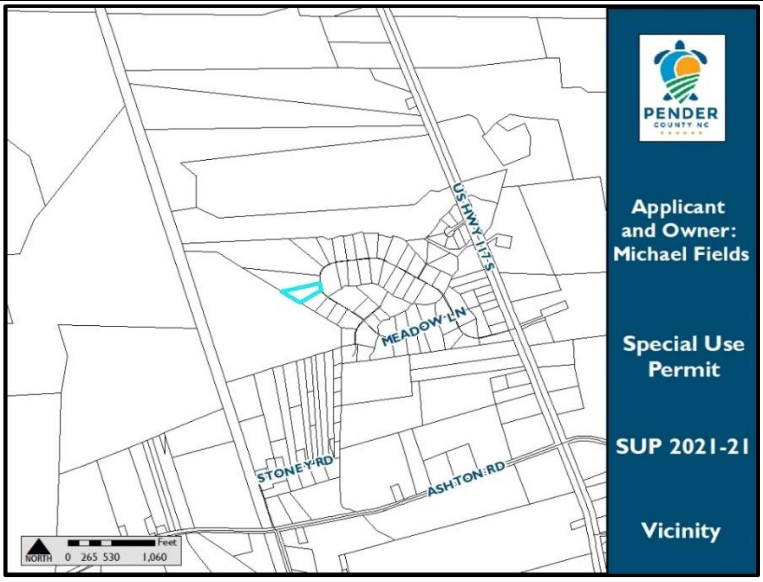
APPLICATION SUMMARY	
Case Number	SUP 2021-21R
Hearing Date	February 22, 2022 Board of County Commissioners
Applicant	Michael Fields
Property Owner	Michael Fields
Parcel Identification Number	3236-18-6886-0000
Acreage	1.74
Township	Rocky Point
Zoning District	RP, Residential Performance
Pender 2.0 Future Land Use Category	Rural Agriculture

SPECIAL USE PERMIT PROPOSAL

Michael Fields, applicant and owner, is requesting approval of a revision to a previously approved Cottage Occupation/Artisan Manufacturing Special Use Permit to manufacture alcoholic beverages, specifically mead, within a 384 square foot accessory structure.

LOCATION

The subject property is located at 580 Meadow Lane in the Rocky Point Township.



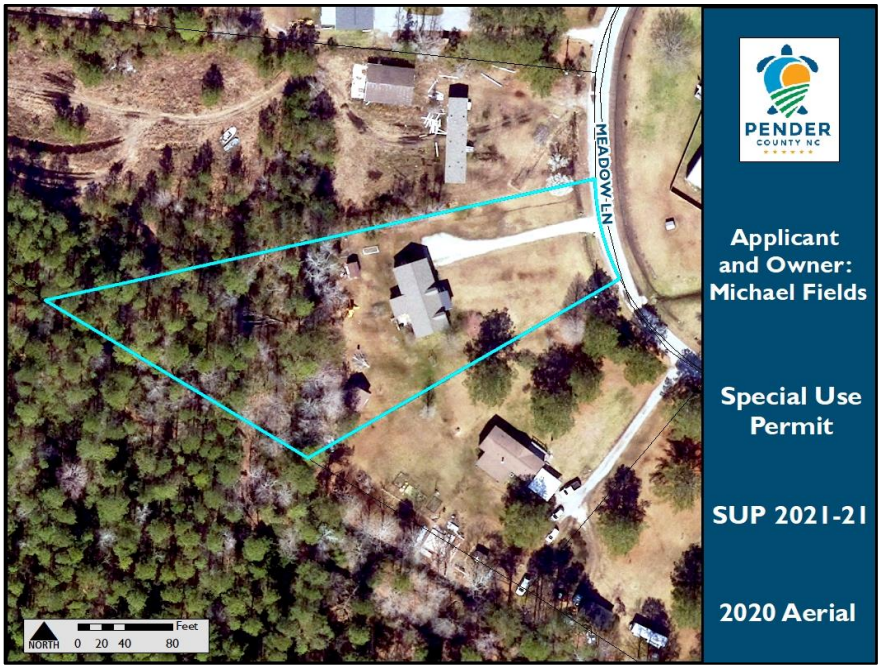
SPECIAL USE PERMIT REVISION PROPOSAL

The Special Use Permit described in this report was previously approved by the Pender County Board of Commissioners at the October 18th, 2021 meeting. During that meeting, a condition of approval was added that required submittal of all state and federal permits related to alcohol production to Pender County Planning and Community Development prior to the issuance of zoning approval. As the project has moved through the process, it has been discovered that one of the items required to be submitted prior to an ABC permit being issued is zoning approval and subsequent inspections from the applicable local jurisdiction. As such, the applicant respectfully requests that that condition be removed from the Special Use Permit, as currently the project is unable to move forward.

The rest of the proposal remains identical to how it was presented at the October 18th, 2021 meeting, and is presented in the remainder of this staff report.

SPECIAL USE PERMIT PROPOSAL

The applicant is seeking to obtain a Cottage Occupation/Artisan Manufacturing Special Use Permit in order to place an approximately 384 square foot accessory structure on the subject property in the RP, Residential Performance zoning district. The applicant is proposing to use the accessory structure to manufacture mead (meadery).



The property currently includes a dwelling, two small sheds in the rear, and a personal driveway. As proposed, the applicant will remove the existing shed on the northern side of the property and will replace it with a 12' x 32' (384 square foot) prefabricated metal building. According to the applicant, the accessory structure will be used strictly for the manufacturing, bottling, and packaging of mead. The applicant has indicated that the proposed use and accessory structure will be used as a startup facility for Retro Meadery, LLC.

According to the applicant's submitted narrative, the company consists of three employees, all of which will have access to the proposed facility. As proposed, a significant increase in traffic to and from the subject site is not anticipated because all deliveries and outgoing shipments will be made via FedEx or UPS. The applicant has also indicated that local deliveries will be made by Retro Meadery staff.

Below: Aerial with Proposed Cottage Occupation Location



Hours of Operation

According to the applicant, the Cottage Occupation will be used for manufacturing, bottling, and packaging of the mead products. In addition, there will not be a direct retail component, a requirement for a use to be classified as Artisan Manufacturing in the RP zoning district.

Access

The site is accessed using Meadow Lane, a private, local road that connects to US HWY 117, a Minor Arterial Road based on the NCDOT Functional Classification Map. According to the applicant, Meadow Lane is privately maintained by the Meadowlands Estates Homeowners Association (HOA). Please refer to Attachment 1 provided by the applicant, for a letter of approval from the President of the HOA.

Based on the applicant's submitted site plan and narrative, the applicant intends to utilize the existing residential driveway for access.

Traffic
A Traffic Impact Analysis (TIA) is not required for the proposed special use permit because it is estimated to generate less than 100 trips in the morning and evening peak hours and less than 1,000 trips per day. Any traffic requirements will be addressed by NCDOT and will be required to be compliant with their standards.

NCDOT Average Annual Daily Traffic (AADT) – 2019; WMPO Roadway Capacities – 2019[1]

Road	Location	Volume	Capacity	V/C
US HWY 117	5100 Block	10,500	20,942	0.50

[1]Along US HWY 117 at the WMPO boundary (Intersection of US HWY 117 and NC HWY 210)

Because a Traffic Impact Analysis is not required to be completed at this time that analyzes roadway impacts as a result of the development, the volume to capacity ratio for US HWY 117 near the subject site has been provided. This ratio is based on average daily trips and the design characteristics of a given roadway, which can provide a general idea of the function of such roadway. Based upon the available volume to capacity data, US HWY 117 in this area has capacity to handle the anticipated traffic volume increases associated with the proposed special use permit.

Landscaping and Buffers
Non-residential uses in residential districts are required to provide specific buffers along the certain parcel boundaries on the subject property. As proposed, the subject site will be required to meet the landscaping and buffering standards outlined in the table below. If approved, landscaping and buffering will be evaluated when a site-specific development plan is submitted.

Required Buffers	
Buffer Type	**Location of Buffer**
Type A	Along front of property
Type B	Along rear property line
Type C	Alongside property lines

Signage
According to the applicant, a sign is not proposed to be installed on the subject property. Unless prohibited as a condition of approval, any future signage will be reviewed and permitted in accordance with Article 9 of the Pender County UDO.

Utilities
According to the applicant, an existing well and septic tank will be utilized for water and wastewater, respectively. However, if this Special Use Permit is approved, all proposed utility systems are subject to review and approval by Pender County Environmental Health.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain any Special Flood Hazard Areas[1].
Wetlands	Portions of the subject property may contain wetlands[2,3]. No Jurisdictional Determination for the U.S. Army Corps of Engineers has been submitted by the applicant, which will be required prior to any administrative approvals. Any disturbance within these wetlands is subject to review and approval by the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the National Wetlands Inventory (NWI)
[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

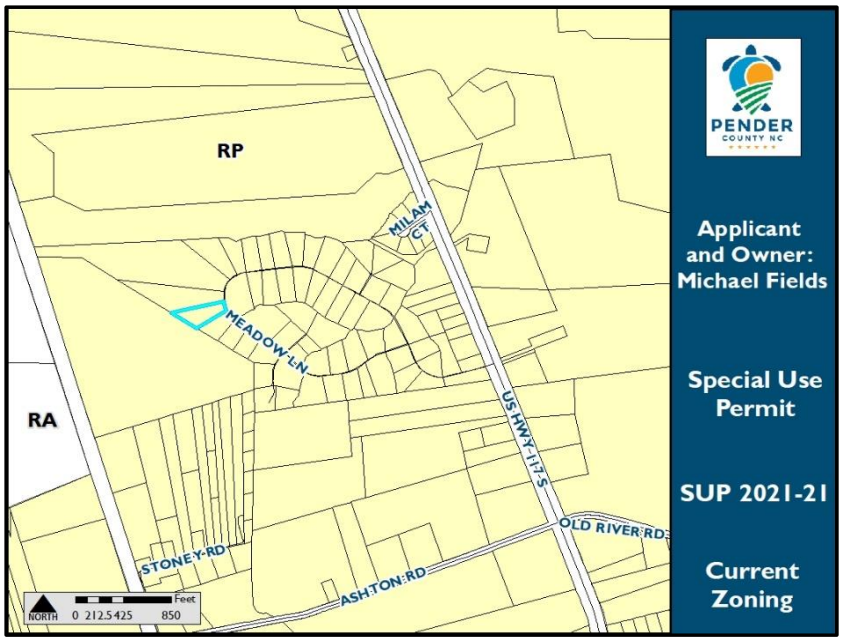
Prior to issuance of final zoning approval, a site development plan must be submitted and approved in accordance with all applicable provisions of the Pender County Unified Development Ordinance. The site development plan shall be reviewed by members of the Pender County Technical Review Committee (TRC). Furthermore, the proposal is subject to all other applicable federal, state, and local permits and approvals.

EVALUATION

Basis for Granting SUP
Approval and revocation procedures for Special Use Permits are located in Sections 3.12.3 and 3.12.4 of the Pender County Unified Development Ordinance. These sections are provided as Attachment 2.

Zoning and Existing Land Use in Area
The majority of the existing land uses in the area consist of single-family residential uses and vacant wooded land.

Below: Zoning Map of the Area



CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Single-Family Residential	RP, Residential Performance
East	Single-Family Residential	RP, Residential Performance
South	Single-Family Residential, Undeveloped	RP, Residential Performance
West	Undeveloped	RP, Residential Performance; RA, Rural Agricultural

Unified Development Ordinance Compliance

The Pender County Unified Development Ordinance (UDO) defines Cottage Occupations and contains respective standards for Cottage Occupations in the RP, Residential Performance zoning district. The use, as proposed, is classified as a Cottage Occupation due to it being contained entirely within an accessory structure on a residential property.

Due to the scale of the proposed operation, the proposed use within the Cottage Occupation is also classified by the UDO as Artisan Manufacturing. As submitted, the proposed request and materials included in the application packet are compliant the UDO and all additional standards and conforms with the definition of Artisan Manufacturing. Excerpts from the UDO are provided below.

Cottage Occupation:
The UDO defines Cottage Occupations as:

> A use conducted for the generation of revenue in an accessory structure located on the same lot or tract as a dwelling. The use must: be clearly incidental and secondary to the use of the property for residential purposes; not change the character of the structure or area; or have any exterior evidence of the occupation. Cottage Occupations are intended to be limited to low intensity uses that produce or repair a product, but can be operated in such a way that they do not adversely affect adjacent properties.

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
ACCESSORY USES AND STRUCTURES											
Cottage Occupation		SD	**SD**	SD		SD	SD				

According to Section 5.3.3 B of the Pender County Unified Development Ordinance, Cottage Occupations are subject to the following limitations:

1) The use must be clearly incidental and secondary to the use of the property for residential purposes.
2) The use shall not change the character or area of the structure or have any exterior evidence of the occupation.
3) The floor area of the cottage occupation cannot exceed the total floor area of the primary residence.
4) No cottage occupation shall be permitted which creates objectionable noise, dust, smoke, odor, glare, or traffic attraction greater than that of other residential properties in the vicinity.
5) Workers not living on the property shall be limited to three (3) persons per day.
6) Proposed Cottage Occupation permits in the GB, General Business district, shall not expand or increase the existing non-conforming use or structure.

Artisan Manufacturing:
The UDO defines Artisan Manufacturing as:

> On-site production of goods by hand manufacturing involving the use of hand tools and small-scale light mechanical equipment. Artisan Manufacturing businesses may not exceed 2,500 square feet. Typical uses include woodworking, cabinet shops, electronic goods, food and bakery products, printmaking, leather products, clothing and apparel, glass products, paper crafts, ceramic studios, jewelry manufacturing and similar types of arts and crafts or small-scale manufacturing uses that have limited, if any, negative external impacts on surrounding properties, water resource, air quality, and/or public health. Artisan manufacturing in the RP, Residential Performance zoning district may not include direct retail, loading areas or outdoor storage of products or materials.

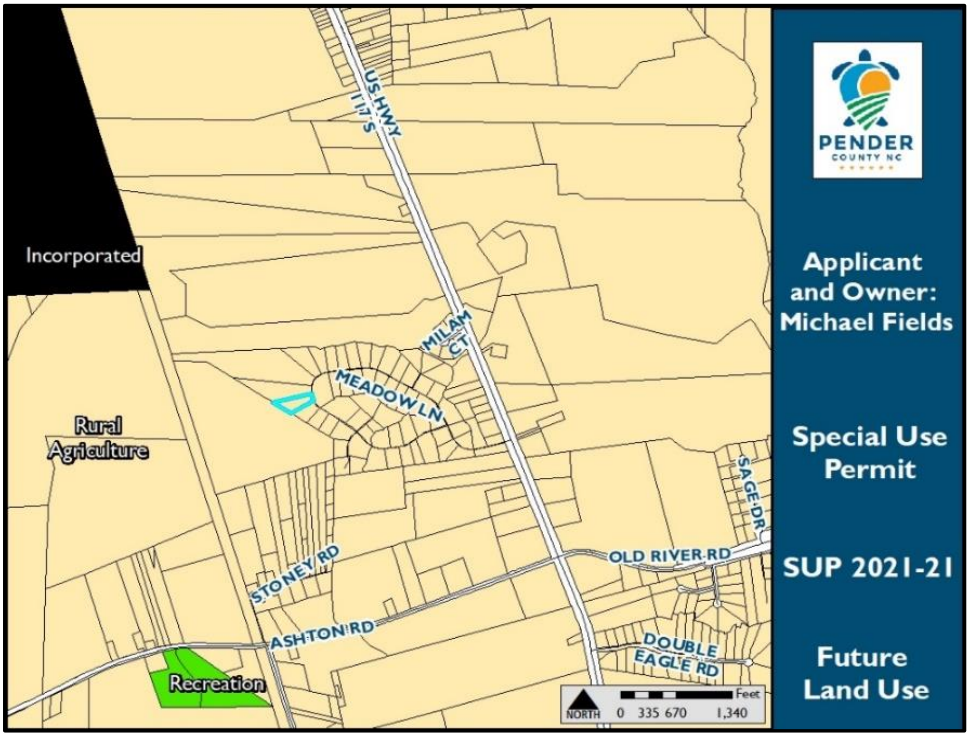
Use Type	Ref NAICS	Zoning Districts									
		RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sectors 31-33 MANUFACTURING											
Artisan Manufacturing		S	**S**			P	P		P		

The proposed use meets all UDO requirements, including Cottage Occupation standards, Artisan Manufacturing standards, and all other technical standards.

Prior to issuance of final zoning approval, a site development plan must be submitted and approved in accordance with all applicable provisions of the Pender County Unified Development Ordinance. The site development plan shall be reviewed by members of the Pender County Technical Review Committee (TRC). Furthermore, the proposal is subject to all other applicable federal, state, and local permits and approvals.

Pender 2.0 Comprehensive Land Use Plan Compliance

The subject property is classified as Rural Agriculture in the Pender 2.0 Comprehensive Land Use Plan's Future Land Use Map. The Rural Agriculture future land use category supports and protects Pender County's agricultural areas, an essential part of the County's economy and agricultural heritage. Agricultural uses are highly encouraged in these areas, as consideration should be given to the preservation of prime farmland soils for the prosperity of farming and forestry operations. In addition to agriculture, very-low density single family residential development (conventional-built and manufactured) are appropriate in these areas. Furthermore, commercial, civic, office, and institutional are considered appropriate uses when they are compatible with existing neighborhoods or can be an employment or resource for area residents.



The proposed use (Artisan Manufacturing) is consistent with the Rural Agriculture future land use category due to the compatibility of the use with the surrounding community by being contained entirely within the proposed accessory structure and because it does not increase the density of the existing neighborhood. In addition, the requirement of a Special Use Permit allows for additional evaluation to take place to ensure that compatibility with the surrounding community can be achieved to the greatest extent possible.

In addition to the proposal's consistency with the Future Land Use Map, the proposed Special Use Permit is also consistent with the following goals, objectives, and policies within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.FF: Rural Non-Residential Uses:** The County shall continue to accommodate limited non-residential uses in rural areas.
>
> **Goal 5.7: Long Creek Planning Area:** Expand development which supports employment through the expansion of mixed uses that include multi-family and commercial land uses.

The proposed Special Use Permit does not appear to be inconsistent with any goals, objectives, or policies within the Pender 2.0 Comprehensive Land Use Plan.

PROPOSED CONDITIONS

Conditions to Consider in Issuing a Special Use Permit for this Project

1. The project shall comply with all requirements of the Pender County Unified Developed Ordinance.
2. The obligations imposed by this permit will be the responsibility of the property owner and shall continue in effect for the duration of this permit.
3. The applicant shall meet all other local, state, and federal regulations.
4. Any violations of the conditions of this permit, confirmed by the Zoning Administrator shall result in this permit becoming void, if not corrected within 30 days of receipt of the notice of violation.
5. Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant.
6. ~~The required state and federal permits for the manufacturing of alcoholic beverages shall be obtained and submitted to the Planning Department prior to final site development plan approval.~~

To the Pender County Board Members,

Retro Meadery LLC is in the process of obtaining a building permit in order to conduct business at 570 Meadow LN Burgaw NC. In the meeting for approval in 2021 it was decided by the Board Members to approve along with the conditions of obtaining out Federal TTB License and our ABC License first. Since then we have obtained or Federal License and during the process of obtaining our ABC license we found that in order to be approved the building would need to be inspected and inspections passed by inspections, fire, and health department. For us to obtain out ABC license we would need the condition of obtaining the ABC license first removed and be approved for the building permit. Once the building has been placed and utilities installed we would then have the building inspected by the necessary departments. Our application for the ABC license would then be complete and sent to the ABC commission for approval.

Thank you for your help and your time,
Michael C Fields
Head of Operations
Retro Meadery LLC

Pender County
Planning and Community Development

805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

Special Use Permit Submission

Applications will be considered for the Board of County Commissioners hearing and reviewed by Staff only when deemed complete. The application will be regarded as incomplete until the following items are received by the Planning and Community Development Staff.

1. _____ **Pre-submittal Meeting**
   Date of Meeting _____
2. ✓ **Signed Application**
3. _____ **Payment**
   $300 for the first 5 acres; $10 per acre over 5 acres of the project area
4. ✓ **Site Plan**
   All Site Plans submitted must be in accordance with Section 3.12.2 of the Unified Development Ordinance.
5. _____ **Digital Submission**
   For all documents submitted in paper copy, bring a digital copy with paper submission.
6. ✓ **Adjacent Property List**
   The applicant shall provide to the Administrator a list of names and addresses of the owners of all properties located within 500-feet of the perimeter of the project bounds along of the property under consideration.
7. ✓ **Adjacent Property Envelopes**
   The applicant shall provide one (1) set of #10 envelopes with typed addresses to each person on the owners of all properties located within 500-feet of the perimeter of the project bounds and accompanied with the required amount for first class postage.
8. ✓ **Project Narrative**
   A description of the proposed Special Use Permit including response to the standards set forth in Section 3.12.3.G of the Unified Development Ordinance.

I certify that all information presented in this application is accurate to the best of my knowledge.

Signature of Applicant Michael C. Fields Date 9/3/21

Printed Name Michael C. Fields

Staff Initials: _____
Date: _____

Pender County
Planning and Community Development

Planning Division
805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

SPECIAL USE PERMIT APPLICATION

GENERAL

1. An applicant shall be required to schedule a pre-submittal meeting with the Administrator at least thirty (30) days prior to submission of an application.
2. Any information the applicant wishes to submit to assist in making the above findings may be included as part of the Project Narrative or as a supplement labeled "Support Information-Required Findings" (max. 1 page).
3. Where construction, location or relocation is proposed to be done upon a residence, place of business or place of public assembly, no permit required for electrical, plumbing, heating, air conditioning or other construction, *location or relocation activity under any provision of general or special law* shall be issued until an authorization for wastewater system construction has been issued under G.S. 130A-336 or authorization has been obtained under G.S. 130A-337(c).

APPROVAL STANDARDS

The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1. The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2. The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3. The proposed use shall not constitute a nuisance or hazard;
4. The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5. Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8. The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

Special Use Permit Specific Requirements

1. Project Narrative--Written description of the project (max of 3 pages) including the following:

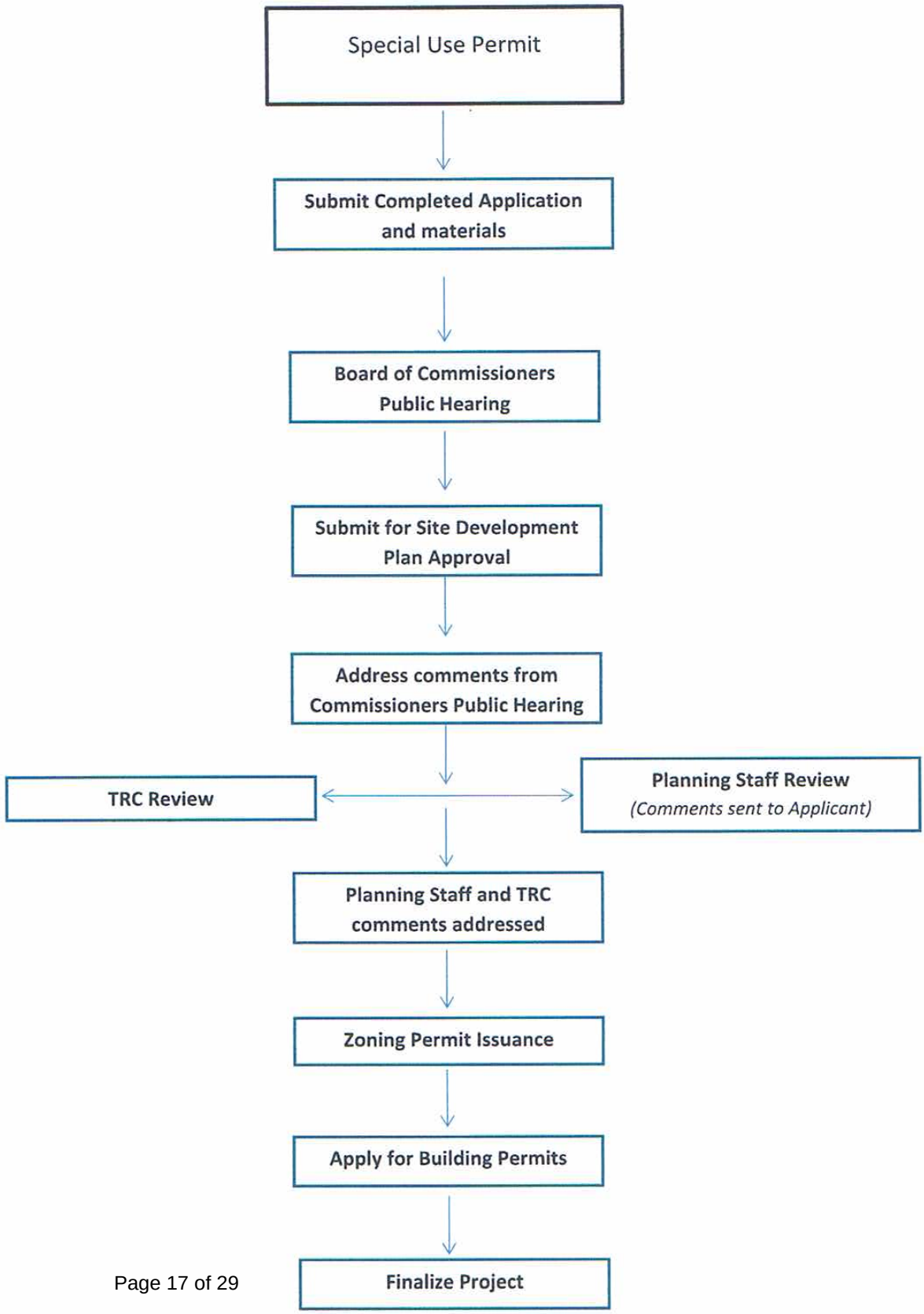
- Location of the project and type of access to project site
- Detailed description of the activities to be undertaken on the site, including hrs. of operation, # of employees, etc.
- Description of all construction activities to be undertaken on the site
- Describe type of utilities that will serve project and status of approval from applicable providers
- List of all state and federal permits that will be required for the project
- Applicant must specifically address the 8 written findings for Special Use Permit approval which are identified on page 1 of this application and in the Pender County Unified Development Ordinance (Section 3.12.3.G.). Describe any potential impacts the project will have on the community or adjacent properties such as traffic, noise, etc. and explain efforts to mitigate these impacts. The applicant may also wish to describe any positive benefits the project will provide for the community and/or neighbors of the project.

2. Project Map(s)--Map or maps of the special use project site with boundaries of the project if less than the parcel boundaries. This map or maps shall be drawn to a readable scale. The scale shall be not more than 200' to the inch. The map shall display an accurate bar graph scale, date prepared, north arrow and the author of the map. This map(s) shall show the following:

- Structures. Location of all structures within fifty (50) feet of the property; location and depth, if known, of any existing utility lines in the property or along any adjacent road.
- Location of property boundaries, location of any easements for utility lines or passage which cross or occupy any portion of the property for proposed lines;
- Name, address, tax map number, acreage, zoning, township and means of access to the site (road or recorded access easement);
- Location and status of utilities: water, sewer, well, septic system, method of solid waste disposal, electrical service and natural gas if available;
- Existing topography and all proposed changes. Include calculations to show total acreage of area to be graded or disturbed;
- Existing and proposed streams, drainage ways, ponds, lagoons, wetlands, flood plains, berms, etc.
- Existing and proposed structures and on-site improvements;
- Existing and proposed fencing, vegetative screening and buffering;
- Existing and proposed signs, lighting, landscaping, walks, parking and drives;
- Detail any expected impact to the community, such as; traffic, noise, vibration, glare, odor, dust, etc. and the method being used to lessen these impacts.

		Agenda Deadline	Meeting Date
BOCC	January	12.6.19	1.21.20
	February	1.3.20	2.18.20
	March	2.7.20	3.16.20
	April	3.6.20	4.20.20
	May	4.3.20	5.18.20
	June	5.1.20	6.15.20
	July	6.5.20	7.6.20
	August	6.26.20	8.17.20
	September	8.7.20	9.21.20
	October	8.28.20	10.19.20
	November	10.2.20	11.16.20
	December	11.6.20	12.7.20

Complete Application Date: All documents must be received by 12PM on the deadline date to be considered a complete application.


Special Use Permit
Submit Completed Application and materials
Board of Commissioners Public Hearing
Submit for Site Development Plan Approval
Address comments from Commissioners Public Hearing
TRC Review
Planning Staff Review
(Comments sent to Applicant)
Planning Staff and TRC comments addressed
Zoning Permit Issuance
Apply for Building Permits
Finalize Project

shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	**SUP**	**Date**	
Application Fee	**$**	**Invoice Number**	
Pre-Applicati on Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	**Michael Charles Fields**	**Owner's Name:**	**Michael Charles Fields**
Applicant's Address:	**570 Meadow LN**	**Owner's Address:**	**570 Meadow LN**
City, State, & Zip	**Burgaw NC 28425**	**City, State, & Zip**	**Burgaw NC 28425**
Phone Number:	**910-471-7077**	**Phone Number:**	**910-471-7077**
Email Address:	**mikeicnd@gmail.com**	**Email Address:**	**Retromeaderyllc@gmail.com**
Legal relationship of applicant to landowner:			

SECTION 2: PROJECT INFORMATION				
Property Identification Number (PIN):	**3236-18-6886-0000**	**Total property acreage:**	**1.74**	
Zoning Classification:	**R**	**Acreage to be disturbed:**	**0**	
Water Provider:	**Well Water**	**Wastewater Provider:**	**Septic**	
Project Address:	**570 Meadow LN Burgaw NC 28425**		**NAICS Code:**	
Description of Project Location:	**12'X32' metal building that will house a meadery**			
Describe activities to be undertaken on project site:	**Fermentation of mead, bottling of mead, shipping per UPS and Fedex of our product.**			

SECTION 3: SIGNATURES			
Applicant's Signature	Michael C. Fields	**Date:**	9/3/21

Applicant's Printed Name:	**Michael C Fields**	**Date:**	9/3/21
Owner's Signature	Michael C. Fields	**Date:**	9/3/21
Owner's Printed Name:	**Michael C Fields**	**Date:**	9/3/21

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application 5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

Office Use Only

☐ **$ 300 for the first 5 acres; $10 per acre over 5 acres of the project area**	**Total Fee Calculation: $**
	Application#:
	Date of Hearing:

Attachments Included with Application: (Please include # of copies)

CD /other digital version	☐ Y ☐ N	Plan Sets	# of large	# of 11X17	Other documents/Reports	☐ Y ☐ N

Payment Method:	**Cash :** ☐ $_____	**Credit Card:** ☐ Master Card ☐ Visa	**Check:** ☐ Check # _____

Application received by:		Date:
Application completeness approved by:		Date:

Office Use Only						
☐ **$ 300 for the first 5 acres; $10 per acre over 5 acres of the project area**					**Total Fee Calculation: $**	
					Application#:	
					Date of Hearing:	
Attachments Included with Application: (Please include # of copies)						
CD /other digital version	☐ Y ☐ N	Plan Sets	# of large	# of 11X17	Other documents/Reports	☐ Y ☐ N
Payment Method:	**Cash :** ☐ $_____		**Credit Card:** ☐ Master Card ☐ Visa		**Check:** ☐ Check # _____	
Application received by:					Date:	
Application completeness approved by:					Date:	

Project Narrative for:

Property 580 Meadow LN
Burgaw NC
PIN: 3236-18-6886-0000
Acreage: 1.74
Zoning: Residential
Applicant: Retro Meadery LLC / Michael Fields

- The property is located in Meadlowland Estates and is accessed by the community-funded road. The community road is paved and the property itself has packed crush and run.
- The community HOA has approved this project and has provided a signed approval from the HOA president.
- The structure will be used as a meadery in which honey-wine will be produced and shipped to customers. The company will only have three employees which are also the owners. All noise ordinances will be closet observed. The structure will not be open to the public.
- A 12ft x 32ft metal building will be put in place on the property. Water is available onsite by well water. Septic is also available onsite. This building will not have a bathroom. It is estimated that only 5 to 6 gallons will be drained into the septic each month. 316 gallons will be needed each month to fill the fermentation tanks.
- Electrical power will be installed by a licensed electrician and will be inspected.

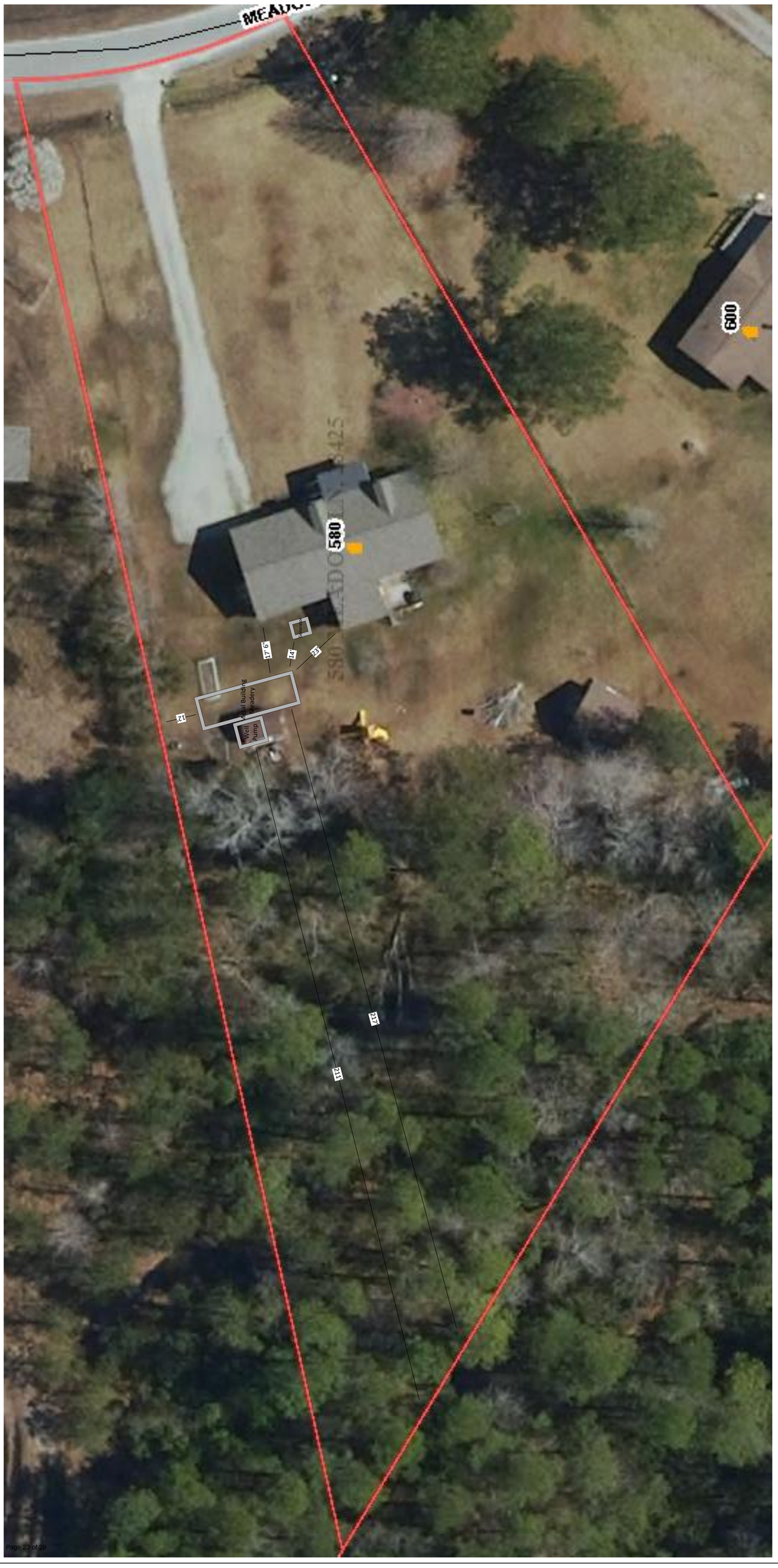
Approval Standards:

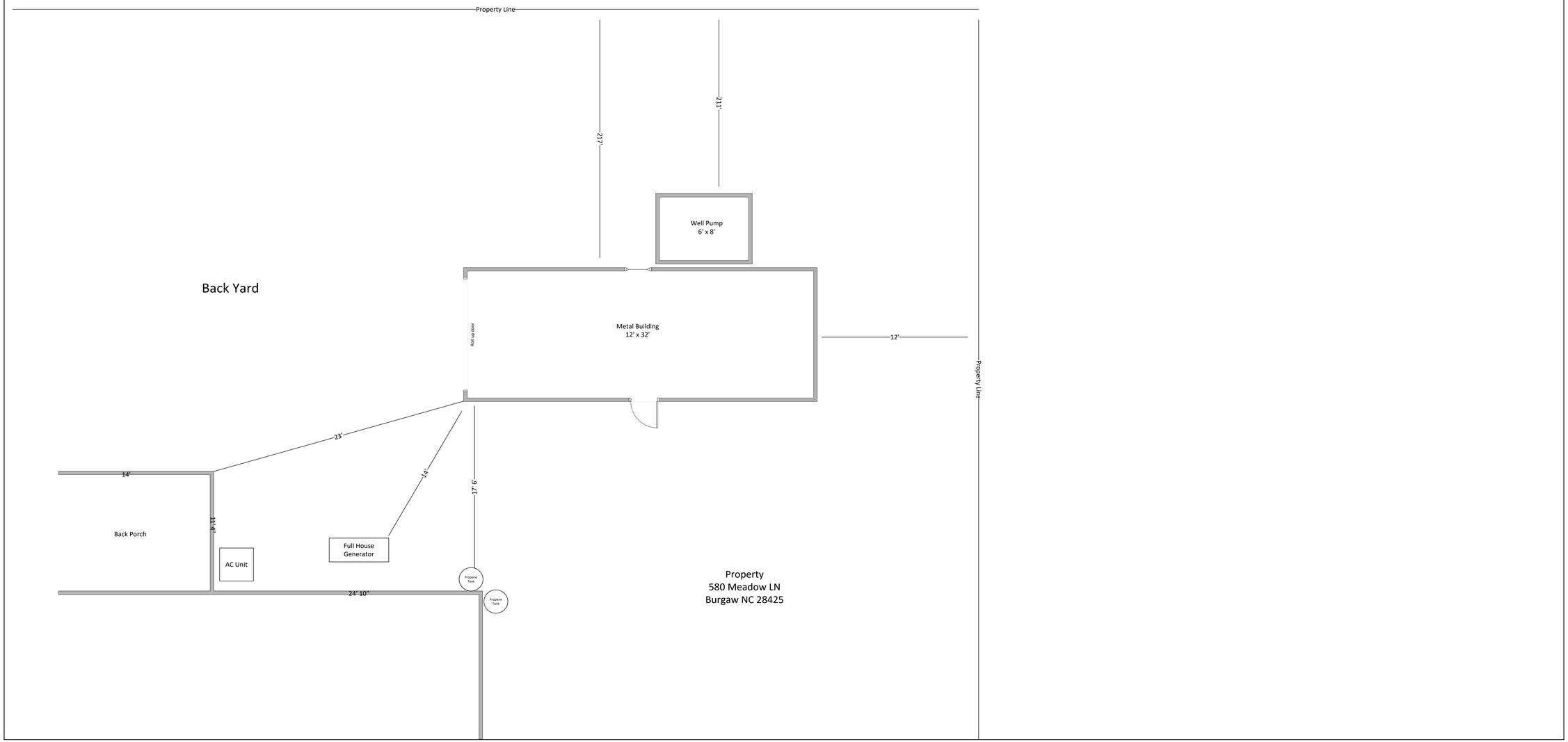
1. The Special Use Permit is requested under the Cottage Occupation Use Permit.
2. The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property. This project will make minimal changes to the property by placing a 12ft x 32ft prefabricated metal building. There will not be any signage.
3. The proposed use will not constitute a nuisance or hazard. The design of the project is meant to make a minimal impact on the property. It will produce little waste and all noise will be contained within the structure.
4. The requested use will conform with the Pender County Land Use Plan for Cottage Occupation Use Permit.
5. The applicants will make provisions for access drive drainage, sanitation, or other necessary facilities.
6. The applicants will be the only people regularly using the property. Traffic congestion will not be an issue.
7. The applicants will conform to the applicable regulations of the district in which the project is located.

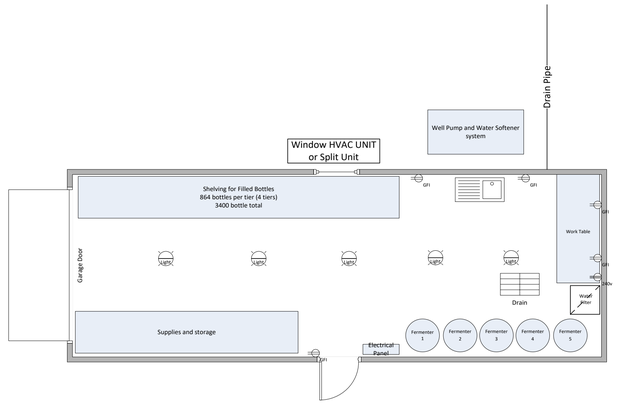
8. The Meadery building will be located in such a way that there will be 12’ or more setbacks so there will be no adverse effects to surrounding properties.

This Special Use Permit is for the placement of a 12ft x 32ft prefabricated metal building to use as a site to produce honey-wine (also known as mead). This building will be used as a startup facility for our business but we do not plan on this location staying permanent. No vegetation will need to be removed and the building will have plenty of spacing from neighboring properties. Our product will be shipped by UPS and FedEx and local deliveries will be made by the owners. Mead is simply made using honey, water, and yeast. All our ingredients and cleaning chemicals are organic. You can find our website at retromeadery.com
We thank you for your consideration of this Special Use Permit and look forward to being a business member of Pender County.

Respectfully Submitted
Michael Fields
Head of Operations, Retro Meadery LLC
Burgaw NC


580
600
Well & Pump
Pump House
Laundry
Page 23 of 29


Property Line
217'
211'
Well Pump
6' x 8'
Back Yard
Roll-up door
Metal Building
12' x 32'
12'
Property Line
23'
14'
14'
17' 6"
14'
11' 4"
Back Porch
AC Unit
Full House
Generator
Propane
Tank
Propane
Tank
24' 10"
Property
580 Meadow LN
Burgaw NC 28425


Drain Pipe
Well Pump and Water Softener system
Window HVAC UNIT or Split Unit
Shelving for Filled Bottles
864 bottles per tier (4 tiers)
3400 bottle total
GFI
Work Table
Garage Door
Drain
Wash Sanitizer
Supplies and storage
Fermenter 1
Fermenter 2
Fermenter 3
Fermenter 4
Fermenter 5
Electrical Panel

Meadowland Estates Homeowners' Association
P.O. Box 277
Rocky Point, NC 28457

9-1-2021

To: Mike Fields

Re: Board of Director's position on Mead production.

Mr. Fields,

The MEHOA board of directors has reviewed your request for approval to ferment, bottle and ship Mead through your company Retro Meadery LLC at 570 Meadow In.

After reviewing the restrictive covenants and consulting with the other board members we see no reason to deny your request. The board of directors approves your request and wish you much success in your Mead venture.

Thank you,

M. Shawn Dixon
MEHOA President
910-526-2117

8) Existing and proposed structures and on-site improvements;
9) Existing and proposed fencing, vegetative screening and buffering;
10) Existing and proposed signs, lighting, landscaping, walks, parking and drives;
11) Detail any expected impact to the community, such as; traffic, noise, vibration, glare, odor, dust, etc. and the method being used to lessen these impacts.

3.12.3 Procedures for Reviewing Applications

A. The special uses, as specified in the various districts, may be established only after review and approval by the Board of Commissioners.

B. The Board of County Commissioners, acting in a quasi-judicial manner and setting, shall hear evidence from the applicant and any interested members of the public.

C. The Board of Commissioners shall hold a public hearing on the application for a Special Use Permit within sixty (60) days after the completed application is filed.

D. The Administrator shall cause notice of the hearing to be published once a week for two successive calendar weeks. The notice shall be published for the first time not less than ten (10) nor more than twenty-five (25) days before the date fixed for the hearing.

E. All Special Use Permit applications must be presented to the Administrator for a determination of completeness.

F. An appeal from a completeness determination may be made to the Board of Adjustment within twenty (20) days of the determination.

G. The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1) The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2) The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3) The proposed use shall not constitute a nuisance or hazard;
4) The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5) Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8) The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

3.12.4 General Provisions Concerning Special Use Permits

A. Compliance With Other Codes - Granting of a Special Use Permit does not exempt the applicant from complying with all of the requirements of building codes and other Ordinances.

B. Revocation - In any case where the Special Use Permit or the conditions of a Special Use Permit have not been or are not being complied with, the Administrator may initiate a notice of violation for the provisions of this Ordinance and the conditions of the Special Use Permit not in compliance or the Administrator, may initiate notice of a public hearing to consider revocation of the permit by the Board of Commissioners or both actions may be initiated. Procedures for notice of such hearing shall be the same as procedures for consideration of an initial application for a Special Use Permit and the permittee shall be notified. After a public hearing has been held, the Board of Commissioners may revoke the Special Use Permit upon finding any of the following:

1) That the approval was obtained by fraud.
2) That the use for which such approval was granted is not being executed.
3) That the use for which such approval was granted has ceased to exist or has been suspended for one year.
4) That the permit granted is being, or recently has been exercised contrary to the terms or conditions of such approval.
5) That the permit granted is in violation of an Ordinance or Statute.
6) That the use for which the approval was granted was so exercised as to be detrimental to the public health or safety, or so as to constitute a nuisance.

C. Expiration - Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant. The Administrator may provide one extension of the expiration date by no more than 6 months, for complex projects requiring major state or federal permits, upon receipt of a written request for such extension by the applicant detailing the reasons for delay in completion of the requirements for the Zoning Approval.

D. Duration of Special Use - Any conditions imposed on a special use authorized and exercised shall be perpetually binding upon the property unless expressly limited by the Special Use Permit or subsequently changed or amended by the Board of Commissioners after application to the Board of Commissioners and a public hearing.

E. Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this Ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

1) Such conditions may include a time limitation.
2) Conditions may be imposed which require that one or more things be done before the use requested can be initiated. For example, "that a solid board fence be erected around the site to a height of six (6) feet before the use requested is initiated".
3) Conditions of a continuing nature may be imposed. For example, "exterior loud speakers shall not be used between the hours of 10:00 p.m. and 9:00 a.m."

F. Filing of Special Use - The Administrator shall file the approved or disapproved application forms with the decision of the Board of Commissioners.

G. Appeals from the Board of Commissioners - Appeals to the Superior Court may be taken by any person, firm, or corporation aggrieved, or by any officer, department, board of the county affected by any decision of the Board of Commissioners, provided such appeals shall be taken within thirty (30) days after the decision of the Board of Commissioners is filed in the office of the Administrator, or after a written copy thereof is delivered to the applicant, whichever is later. The decision of the Board of Commissioners shall be delivered to the applicant by certified mail, return receipt requested.

H. Revisions - Major revisions to a Special Use Permit must be submitted to the Board of Commissioners. All legal notice and application fee requirements must be met for major revisions. Revisions that are considered minor revisions to an approved Special Use Permit may be reviewed and approved by the Administrator after basic submission requirements have been completed. All revisions approved by the Administrator must meet the original conditions of the permit as approved by the County Commissioners and current provisions of the Zoning Ordinance. The addition of an accessory structure less than 1000 sq. ft., addition of parking or other ancillary facilities or uses or the addition of similar product lines are examples of revisions that may be considered minor revisions.

3.13 DETERMINATION OF VESTED RIGHT

3.13.1 Establishment

A. With Site Specific Development Plan

1) In order for a zoning vested right to be established upon approval of a development plan, the applicant must indicate at the time of application, on a form to be provided by the County, that a zoning vested right is being sought. Site specific development plan means a plan which has been submitted to the County by a landowner describing with reasonable certainty the type and intensity of use for a specific parcel or parcels of property. Such plan may be in the form of, but not be limited to, any of the following plans or approvals: A planned development plan, a subdivision plat, a Master Development Plan or minor site plan, a conditional or special use permit, or any other land-use approval designation as may be utilized by a county. The plan shall include the approximate boundaries of the site; significant topographical and other natural features effecting development of the site; the approximate location on the site of the proposed buildings, structures, and other improvements; the approximate dimensions, including height, of the proposed buildings and other structures; and the approximate location of all existing and proposed infrastructure on the site, including water, sewer, roads, and pedestrian walkways. A variance shall not constitute a site specific development plan, and approval of a site specific development plan with the condition that a variance be obtained shall not confer a vested right unless and until the necessary variance is obtained.

2) Each map, plat, site plan or other document evidencing a site specific development plan shall contain the following notation: “Approval of this plan established a zoning vested right under N.C.G.S. Section 153A-344.1. Unless terminated at an earlier date, the zoning vested right shall be valid until (date).”

Pender County
SUP 2021-22

TO:	Board of County Commissioners
FROM:	Greg Feldman
DATE:	February 22, 2022
SUBJECT:	SUP 2021-22

SUMMARY:
Marie Peedin, applicant, on behalf of Barnes Boykin, owner, is requesting approval of a Special Use Permit for the construction and operation of a 10,500 square foot Family Dollar retail store within the RA, Rural Agricultural zoning district on approximately 2.07 acres of land located on the northeastern corner of the intersection of US HWY 421 and Montague Road. The subject property is in the Grady Township and may be further identified by Pender County PIN 2285-63-0939-0000.

ACTION REQUESTED:
Approval of Special Use Permit

ATTACHMENTS:
SUP 2021-22 Staff Report BOCC 2.22.2022
SUP 2021-22 Application
SUP 2021-22 Narrative
SUP 2021-22 Site Plan
SUP 2021-22 Attachment 1 UDO 3.12.3 and 3.12.4
SUP 2021-22 BAF
SUP 2021-22 Staff Report BOCC 11.15.2021

STAFF REPORT FOR SUP 2021-22
SPECIAL USE PERMIT APPLICATION

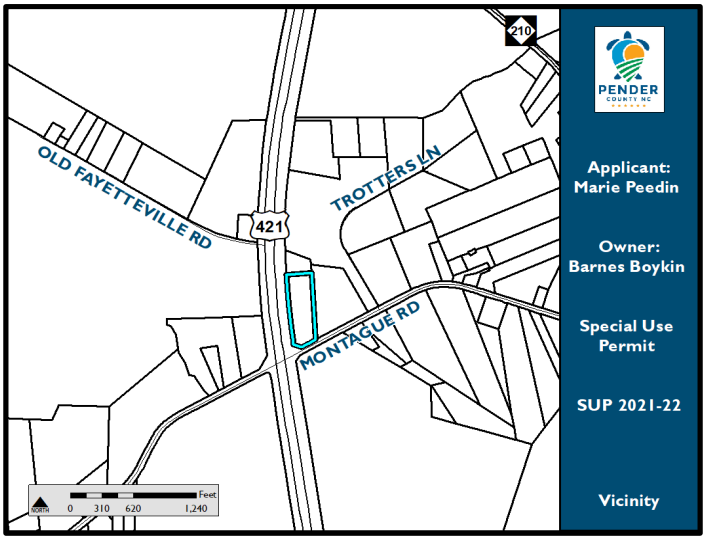
APPLICATION SUMMARY	
Case Number	SUP 2021-22
Hearing Dates	January 18, 2022 Board of Commissioners February 22, 2022 Board of Commissioners
Applicant	Marie Peedin
Property Owner(s)	Barnes Boykin
Parcel Identification Number	2285-63-0939-0000
Acreage	2.07
Township	Grady
Zoning District	RA, Rural Agricultural
Pender 2.0 Future Land Use Category	Rural Agriculture

SPECIAL USE PERMIT PROPOSAL

Marie Peedin, applicant, on behalf of Barnes Boykin, owner, is requesting approval of a Special Use Permit for the construction and operation of a 10,500 square foot Family Dollar retail store.

LOCATION

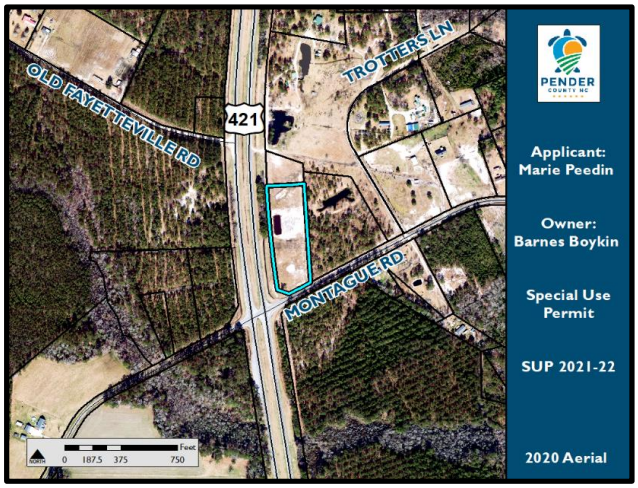
The subject property is on the northeastern corner of the intersection of US HWY 421 and Montague Road in the Grady Township.



SPECIAL USE PERMIT PROPOSAL

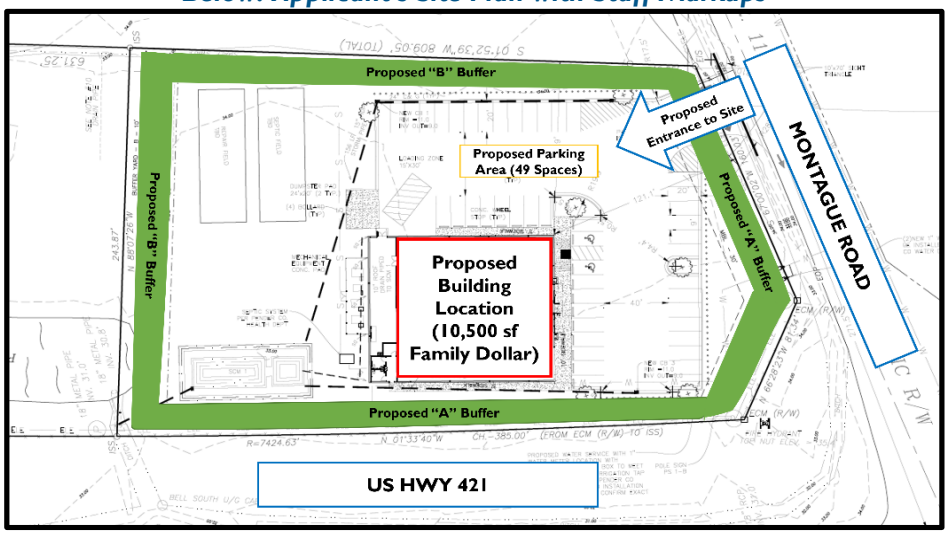
The applicant is seeking to obtain a Special Use Permit in order to construct a 10,500 square foot Family Dollar retail store. According to the applicant's submitted narrative, the proposed store will serve as a commercial retail store with needed parking and signage. This application was tabled at the November 15, 2021 Board of County Commissioners meeting to give the applicant an opportunity to provide the board further clarity on the proposed wastewater system associated with this request.

At the January 18, 2022 Board of Commissioners meeting, a motion to deny the Special Use Permit request outlined in this report failed by a 2-2 vote, and a motion to table the item did not receive a second from a member of the Board. Due to these votes, the application is still considered pending and is presented for Board of Commissioners disposition unchanged from how it was previously presented. The rest of this report is identical to the report provided for the January 18, 2022 meeting.



As illustrated on the submitted site plan, the proposed building will be located on the southern portion of the property. Associated parking will be located along the southern and eastern portions of the property. The applicant has also indicated that the proposed site plan will require a recordation of a map of recombination with the Pender County Register of Deeds office.

Below: Applicant's Site Plan with Staff Markups



Prior to issuance of final zoning approval, a site development plan must be submitted and approved in accordance with all applicable provisions of the Pender County Unified Development Ordinance. The site development plan shall be reviewed by members of the Pender County Technical Review Committee (TRC). Furthermore, the proposal is subject to all other applicable federal, state, and local permits and approvals.

Hours of Operation

According to the applicant, the hours of operation for the site will be from 9:00 am to 9:00 pm, daily.

Access

The site is proposed to be accessed from Montague Road, an NCDOT State-maintained local road, as classified by the NCDOT Functional Classification Map. According to the applicant's site plan, the proposed driveway is approximately 272 feet east of the intersection of US HWY 421 and Montague Road.

Traffic
The Pender County UDO requires a Traffic Impact Analysis when a development generates more than 100 trips in the morning or evening peak hours and over 1,000 trips per day. As proposed, this development would not require a TIA.

NCDOT Average Annual Daily Traffic (AADT) – 2019; WMPO Roadway Capacities – 2019

Road	Location	Volume	Capacity	V/C
Montague Rd	East of US 421	-	13,894	-
Montague Rd	West of US 421	420[1]	13,894	0.03
US HWY 421	At Montague Rd	5,700	43,856	0.13

[1]2016 NCDOT AADT

Because a Traffic Impact Analysis has not been completed at this time that analyzes roadway impacts as a result of the development, the volume to capacity ratio for US HWY 421 and Montague Road near the subject site has been provided. This ratio is based on average daily trips and the design characteristics of a given roadway, which can provide a general idea of the function of such roadway. Based upon the available volume to capacity data, US HWY 421 and Montague Road in this area has capacity to handle the anticipated traffic volume increases associated with the proposed special use permit request.

Parking
The proposed use requires a minimum of 47 parking spaces, however, according to the submitted site plan, the applicant is proposing a total of 49 parking spaces. Parking standards will be reevaluated during the major site review process to ensure compliance with the UDO.

Pender County UDO Section 7.10, Off-Street Parking and Loading/Parking Requirements	
Specific Use	**Minimum Spaces**
Retail Sales and Service; Proposed 10,500 sf Family Dollar	1 per 225 SF Floor Area; 47 spaces required; 49 spaces proposed

Landscaping and Buffers
All landscape and buffers are to be approved in accordance with Section 8.2.7, Project Boundary Buffer of the Pender County Unified Development Ordinance. The applicant's submitted site plan indicates a Buffer "A" along all street boundaries of the site and a Buffer "B" along all other non-street boundaries. As proposed, buffering is in compliance with the Pender County UDO. If approved, all buffers will be evaluated when a site-specific plan is submitted.

Required and Proposed Buffers	
Buffer Type	**Location of Buffer**
Type A	Adjacent US HWY 421 & Montague Road
Type B	Adjacent to all non-street boundaries (north and west of subject property)

Signage
Any signage required by federal, state, and local agencies will be reviewed for compliance during the site development plan review process.

Utilities
The applicant has indicated that Pender County Utilities (PCU) will be contacted to extend water service to the site and Four County will provide electrical service to the site. The applicant is currently coordinating with a private sewer design engineer and the North Carolina Department of Environmental Quality to design and permit an on-site wastewater system to accommodate the proposed use.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain any Special Flood Hazard Areas[1].
Wetlands	Portions of the subject property contain characteristics of wetlands[2, 3]. The location of any wetlands will be verified during the site development plan review process, and any development within these wetlands is subject to review and approval from the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the National Wetlands Inventory (NWI)
[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

PUBLIC NOTICE

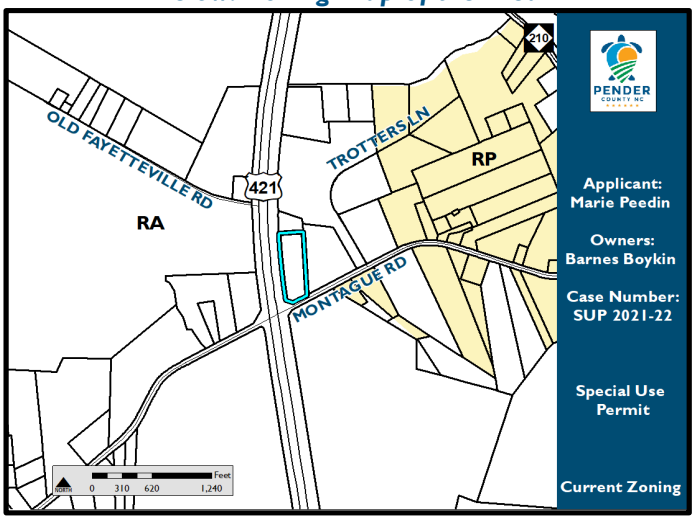
Public Notice for the Special Use Permit request has been advertised in the Pender-Topsail Post and Voice. In addition, all adjacent property owners within 500' of the proposed development have been given written notice of this request, and a public notice sign has been placed on the subject site.

EVALUATION

Basis for Granting SUP

Approval and revocation procedures for Special Use Permits are located in Sections 3.12.3 and 3.12.4 of the Pender County Unified Development Ordinance. These sections are provided as Attachment 1.

Below: Zoning Map of the Area



CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Single Family Residential, Undeveloped	RA, Rural Agricultural
East	Single Family Residential, Undeveloped	RA, Rural Agricultural
South	Single Family Residential, Undeveloped	RA, Rural Agricultural
West	Single Family Residential, Undeveloped	RA, Rural Agricultural

Unified Development Ordinance Compliance

The subject property is zoned RA, Rural Agricultural zoning district and according to Section 5.2.3 of the Pender County Unified Development Ordinance, Miscellaneous Retail Stores are permitted in this zoning district via Special Use Permit.

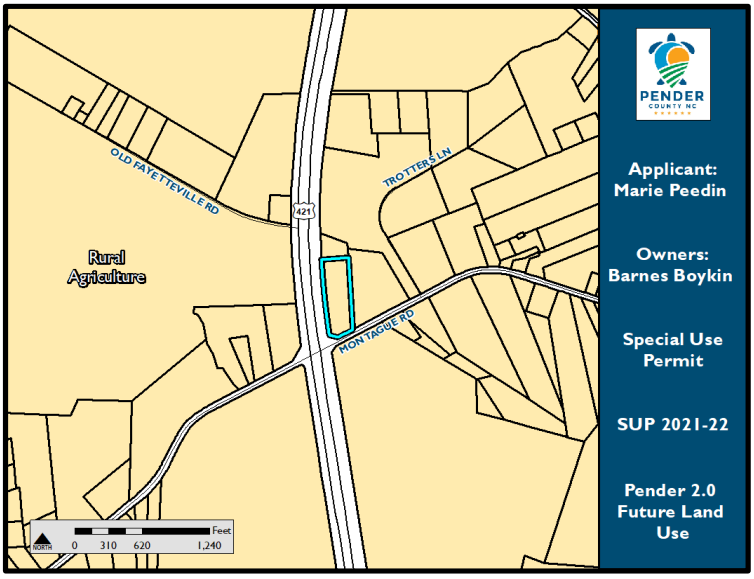
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sectors 44-45 RETAIL TRADE											
Miscellaneous Store Retailers	453	S				P	P				

The Rural Agricultural District is intended to accommodate non-residential agricultural uses and very low-density residential development (minimum of 1 du/ac), as well as limited non-residential uses, in rural areas adjacent to agricultural operations.

Pender County 2.0: Comprehensive Land Use Plan Compliance

The subject property is classified as Rural Agriculture in the Pender County 2.0: Comprehensive Land Use Plan. The Rural Agriculture land use classification supports and protects Pender County's agricultural areas, an essential part of the County's economy and agricultural heritage. Agriculture uses are highly encouraged, as consideration should be given to the preservation of prime farmland soils for continued prosperity of farming and forestry operations. In addition to agriculture, very low-density single family residential development (conventional-built and manufactured) are appropriate in these areas.

Furthermore, commercial, civic, office, and institutional uses are permitted where compatible with existing neighborhoods and as a resource or employment opportunity for area residents. The proposed use is consistent with Rural Agriculture future land use classification within the Pender County 2.0 Comprehensive Land Use Plan because it has the potential to provide employment opportunities and services to nearby residents.



In addition to the proposal's consistency with the Future Land Use Map, the proposed Special Use Permit is also consistent with the following goals, objectives, and policies within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.K: Commercial Development:** The County supports a wide range of commercial development, particularly those businesses that provide needed services to residents and visitors, provided that the impacts on traffic are minimized.
>
> **Policy 5.1.FF: Rural Non-Residential Uses:** The County shall continue to accommodate limited non-residential uses in rural areas.

The proposed commercial retail use is consistent with the above policies because it is located at an intersection of a local residential road and major corridor where nearby residents and traveling motorists can access goods and services. In addition, the proposed use can serve as an employment resource for neighboring residents.

PROPOSED CONDITIONS

Conditions to Consider in Issuing a Special Use Permit for this Project

1. The project shall comply with all requirements of the Pender County Unified Developed Ordinance.
2. The obligations imposed by this permit will be the responsibility of the property owner and shall continue in effect for the duration of this permit.
3. The applicant shall meet all other local, state, and federal regulations.
4. Final zoning approval shall not be issued until the applicant provides all North Carolina Department of Environmental Quality wastewater permits to the Planning and Community Development department.
5. Any violations of the conditions of this permit, confirmed by the Zoning Administrator shall result in this permit becoming void, if not corrected within 30 days of receipt of the notice of violation.
6. Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant.

Pender County
Planning and Community Development

805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

Special Use Permit Submission

Applications will be considered for the Board of County Commissioners hearing and reviewed by Staff only when deemed complete. The application will be regarded as incomplete until the following items are received by the Planning and Community Development Staff.

1. ✓ **Pre-submittal Meeting**
   Date of Meeting _____
2. ✓ **Signed Application**
3. ✓ **Payment**
   $300 for the first 5 acres; $10 per acre over 5 acres of the project area
4. ✓ **Site Plan**
   All Site Plans submitted must be in accordance with Section 3.12.2 of the Unified Development Ordinance.
5. _____ **Digital Submission**
   For all documents submitted in paper copy, bring a digital copy with paper submission.
6. ✓ **Adjacent Property List**
   The applicant shall provide to the Administrator a list of names and addresses of the owners of all properties located within 500-feet of the perimeter of the project bounds along of the property under consideration.
7. ✓ **Adjacent Property Envelopes**
   The applicant shall provide one (1) set of #10 envelopes with typed addresses to each person on the owners of all properties located within 500-feet of the perimeter of the project bounds and accompanied with the required amount for first class postage.
8. ✓ **Project Narrative**
   A description of the proposed Special Use Permit including response to the standards set forth in Section 3.12.3.G of the Unified Development Ordinance.

I certify that all information presented in this application is accurate to the best of my knowledge.

Signature of Applicant _____ Date 8/23/21

Printed Name Marie Feedin

Staff Initials: _____
Date: _____

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP	**Date**	
Application Fee	$	**Invoice Number**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION

Applicant's Name:	Marie Peedin	**Owner's Name:**	Barnes Boykin
Applicant's Address:	PO Box 154	**Owner's Address:**	2405F Nash St NW
City, State, & Zip	Washington, NC 27889	**City, State, & Zip**	Wilson, NC 27896
Phone Number:	252-945-2983	**Phone Number:**	252-230-0632
Email Address:	mupeedin@ibxengineering.com	**Email Address:**	barnesboykin@yahoo.com

Legal relationship of applicant to landowner: Engineer of Record

SECTION 2: PROJECT INFORMATION

Property Identification Number (PIN):	2285-63-0939-000	**Total property acreage:**	2.07
Zoning Classification:	RA	**Acreage to be disturbed:**	2.07
Water Provider:	County	**Wastewater Provider:**	onsite
Project Address:	Montague Road, Currie , NC	**NAICS Code:**	453
Description of Project Location:	US421 & Montague Road (SR 1113) located on the northeast corner		
Describe activities to be undertaken on project site:	Construction of a 10,500 sf building for commercial retail use with needed parking and signage.		

SECTION 3: SIGNATURES

Applicant's Signature		**Date:**	8/17/2021
Applicant's Printed Name:	Marie U. Peedin	**Date:**	8/17/2021
Owner's Signature		**Date:**	8/17/21
Owner's Printed Name:	Barnes Boykin	**Date:**	8/17/21

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

Office Use Only						
☐ **$ 300 for the first 5 acres; $10 per acre over 5 acres of the project area**					**Total Fee Calculation: $**	
					Application#:	
					Date of Hearing:	
Attachments Included with Application: (Please include # of copies)						
CD /other digital version	☐ Y ☐ N	Plan Sets	# of large	# of 11X17	Other documents/Reports	☐ Y ☐ N
Payment Method:	**Cash :** ☐ $_____		**Credit Card:** ☐ Master Card ☐ Visa		**Check:** ☐ Check # _____	
Application received by:					Date:	
Application completeness approved by:					Date:	

Special Use Plan Narrative

FOR

General Retail
Currie

Pender County, NC



PREPARED BY:

Inner Banks Engineering, PC
PoBox 154
WASHINGTON, NC 27889
252.945.2983

LOCATION:

This site is located at the NE corner US Hwy 421 and Montague Road (SR1113) South of Currie, North Carolina. The parcel id number is 2285-63-0939-000.

DESCRIPTION:

The owners are requesting special use within the RA zoning to construct a 10,500 sf retail store. The store hours are from 9am – 9 pm daily. The store will employee up to 18people. The store will offer full time employment with benefits and part – time opportunities.

Construction Activities

The site is currently an open field with some vegetation. The developers plan to grade the site using a local grading contractor and provide all required utilities to the site including but not limited to water and wastewater as well as electrical service. An onsite septic system will be applied for through the Pender County Environmental Health Department to determine the suitability of the soilsfor an onsite septic system.

Also, in compliance with the state stormwater rules, the developer will constructa storm water control measure to treat the runoffon the site. This measure will be designed by a licensed engineer in accordance with requisite standards and submitted for approval by the state.

Utilities and Federal Permits

At this time the developer has made an application to the Pender County Environmental Health Department for the initial site evaluation for wastewater containment to service the site. Once this evaluation is complete we will know the suitability of the sitefor development. Pender County water department will be contacted to set up water service for the site. Duke Energy will provide electrical service to the site.

Federal and state permits required for the site include the following:

NCDEQ – Stormwater
NCDEQ – Land Quality
Pender County – Zoning Compliance
NPDES – NOI – GC00001
NCDOT - Driveway Access

8 Items for Discussion and Potential Impacts

1. The use requested is listed among the allowable special uses in the district for which application is made:

   Per section 5.2.3 Table of Permitted Uses of the Pender County UDO a retail use facility is allowed within the RA zoning district pending SUP approval

2. The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;

   The entire area is zoned RA. The particular site is located on the NE corner of US Hwy 421 and Montague Road (SR1113) which is condusive to retail use and similar to other similar locations in the area. Having the addition of a general retail store on the corner of a major US route shall not impair the integrity of the surrounding districts. The closest property that has been developed in the area is a single-family dwelling approximately 530 lf north east of the proposed site. With the counties landscape ordinance and the existing trees surrounding the area this development shall not adversely affect the safety, health or welfare of the community and the immediate neighbors.

3. The proposed use shall not constitute a nuisance or hazard;

   A general retail store does not constitute a hazard nor a nuisance. The tenant is required by lease tokeep up and maintain the site asthetically and in a proper working condition.

4. The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;

   Based on the land use plan it allows for retail uses within this area and on this particular property.

5. Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or will be provided;

   Public water is available to the site as well as power. All site drainage shall be designed to meet or exceed the requirements set forth by the state for Pender County

6. Adequate measures have been or will be taken to provide ingress and egress and address the trafficflow safely to and from the propertyon to the public roads;

   The NCDOT has been notified about the development of the project and access permission will be acquired from them. There is a controlled access easement

along US 421 so all access to the site will be along SR 1113. The current AADT along this road based on NCDOT traffic counts is 420vpd.

7. The use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and

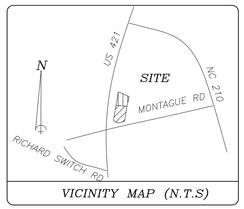
This site will be approved by the PenderCounty zoning department to ensure the site meets or exceeds all the requirements set forth in the UDO for RA zoning. The initial meeting has been held and the plan for development is moving forward to gain approval.

8. The proposed use shall not adversely affect surrounding uses and will be situated on a lot of sufficient size to satisfy the space requirements of said use.

The adjacent properties are currently unimproved and vacant and there should be no adverse effects to the existing uses. The lot size has been determined based on the area needed for the building, required parking, septic, and stormwater control measures. All these conditions have been met to meet or exceed standards.

In addition to the 8 written findings the developers would like to detail the impacts this type of facility can have on the surrounding area. Based on Google Maps and Google earth images there does not appear to be a local retail store within one mile of this site. This type of store will provide basic items of need. It will provide the community and neighbors in a food dessert the opportunity to shop forgeneral retail and grocery items quickly without having to travel 15 minutes or more to the nearest town to get bread,milk, or other basic supplies. The demographics and population of this area supports having a convenient general retail store within a short driving distance. It will save gas money as well as time for residents who are on a limited or fixed income by providing a convenient shopping option for expanded general retail and grocery items. Thisimproved property will generate increasedtax revenue to the County. It will also create convenient jobs for residence in the area as stated previously in this application.

As with any improvement providing goods and services to an area there will be some traffic generated at this location. It should not impede the flow of traffic in the area since a large drive entrance is being proposed to accommodate ingress and egress. Much of the traffic ingressing and egressing from the property will be local traffic who will be traveling by the property during their normal day to day activities.There will be lights in the parking lot to assist the customer duringafter work and evening hours but the lights will be down lights and focused to not generate light off the site. This type of use does not typically create additional or excessive noise. The hours of operation are planned for 9 A. M. to 9 P. M. The property is located on the corner of a major U. S. Highway with 5,700 vehicles per day so there shouldn't be additional noise caused by traffic. The retail use on this property will create a convenient shopping option for residents which is needed as well as creating an increased tax base and jobs for the community. The project is a positive for the area.not a problem because the site does not generate any noise outside of traffic and the property is off a major US Hwy which carries 5700 VPD.



VICINITY MAP (N.T.S.)

SURVEY REFERENCE:

LOTS 1 & 2 HARVEY HALES SUBDIVISION
MAP BOOK 48 AT PAGE 59
DEED BOOK 4597 AT PAGE 273
PENDER COUNTY REGISTRY

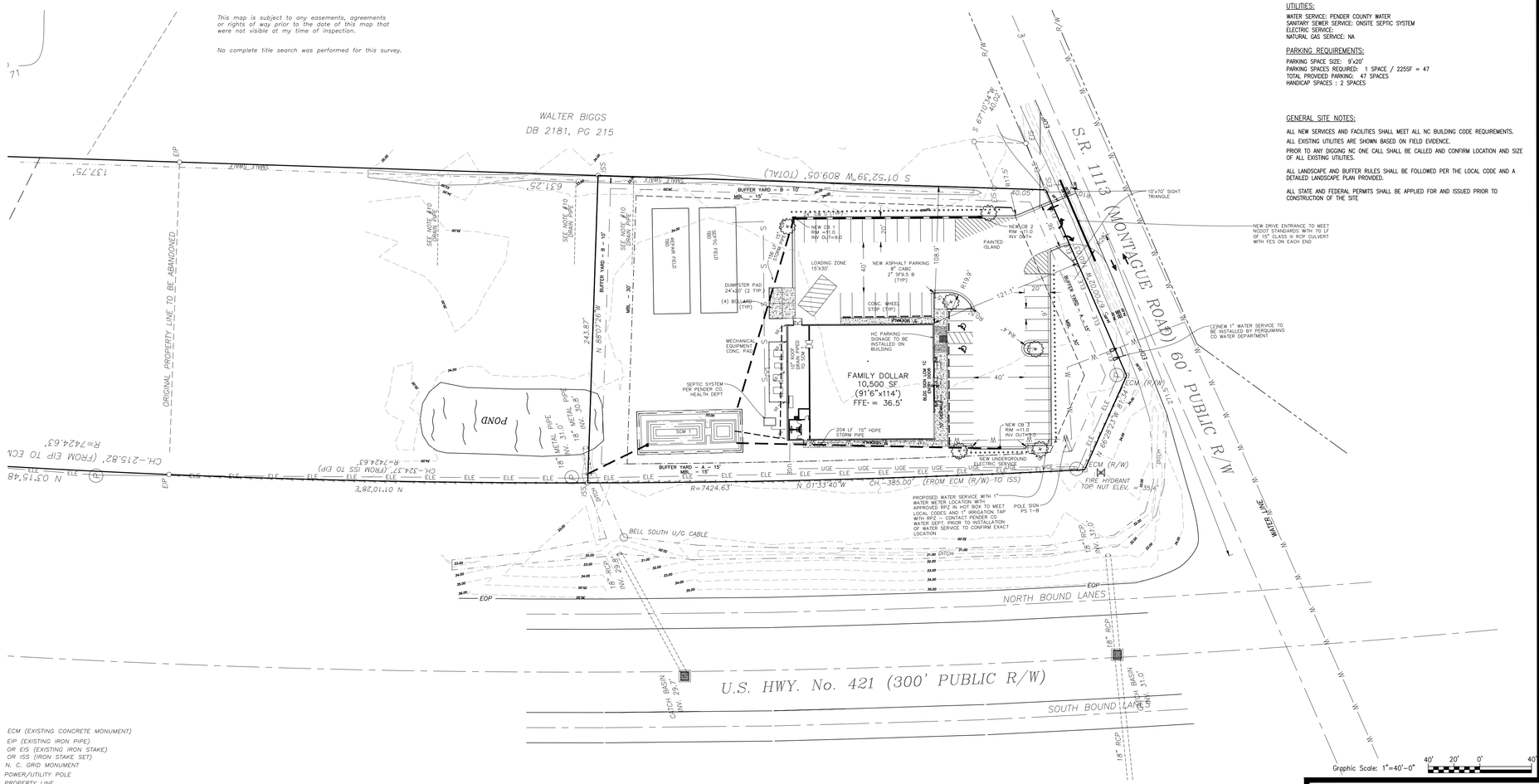
MAGNETIC
MB 48, PG 59

NOTES:

1. CORNERS ARE MARKED AS NOTED ON MAP.
2. ALL DISTANCES ARE HORIZONTAL FIELD MEASUREMENTS.
3. AREA COMPUTED BY THE COORDINATE METHOD.
4. THIS PROPERTY IS ZONED RA.
5. THIS PROPERTY DOES NOT LIE WITHIN A FLOOD HAZARDOUS AREA.
6. NO KNOWN HORIZONTAL CONTROL WITHIN 2,000'.
7. BUILDING SETBACKS REQUIRED TO BE IN ACCORD WITH THE PENDER COUNTY ZONING ORDINANCE. (FRONT 30' // SIDE 15' // REAR 30')
8. THESE PARCELS CANNOT BE USED FOR BUILDING DEVELOPMENT, UNLESS AN APPROVED WASTE WATER DISPOSAL METHOD HAS BEEN APPROVED AND PERMITTED BY THE PENDER COUNTY ENVIRONMENTAL HEALTH DEPARTMENT OR APPROPRIATE STATE AGENCY OR UNLESS A NEW PLAT IS APPROVED AND RECORDED AS REQUIRED UNDER THIS ORDINANCE.
9. IN ORDER FOR THIS RECOMBINATION OF PARCELS TO BE COMPLETE, A DEED OF COMBINATION MUST BE RECORDED WITH THE PENDER COUNTY REGISTER OF DEEDS OFFICE.
10. AT THE TIME OF MY INSPECTION VISIBLE DRAIN PIPES LOCATED AS SHOWN POSSIBLE MORE DRAIN PIPES

This map is subject to any easements, agreements or rights of way prior to the date of this map that were not visible at my time of inspection.

No complete title search was performed for this survey.



LEGEND:

- ECM (EXISTING CONCRETE MONUMENT)
- EIP (EXISTING IRON PIPE) OR EIS (EXISTING IRON STAKE) OR ISS (IRON STAKE SET)
- SETTINGS N. C. GRID MONUMENT
- POWER/UTILITY POLE
- PROPERTY LINE
- NON-SURVEYED LINE
- EASEMENT LINE
- DITCH LINE
- ℄ (CENTER LINE)
- R/W (RIGHT OF WAY)
- FENCE
- OVERHEAD UTILITY LINE
- EOP (EDGE OF PAVEMENT)

CONFIDENTIALITY STATEMENT:

THIS DRAWING IS THE PROPERTY OF INNER BANKS ENGINEERING SERVICES PC. THIS INFORMATION IS CONFIDENTIAL AND IS TO BE USED ONLY IN CONNECTION WITH WORK DESCRIBED BY INNER BANKS ENGINEERING, PC AND IT IS TO BE DISCLOSED TO OTHERS WITHOUT EXPRESS WRITTEN PERMISSION FROM INNER BANKS ENGINEERING, PC

OWNER:
CEDAR RUN CAPITAL, LLC
2405-F NASH STREET
WILSON, NC 27896

GENERAL CONTRACTOR:
STOCKS AND TAYLOR CONSTRUCTION, INC.
1825 CAROLINA AVENUE
WASHINGTON, NC 27889

GENERAL SITE AND BUILDING INFORMATION:
BUILDING USE: COMMERCIAL – RETAIL
BUILDING SIZE: 10,500 SF
MAX BUILDING HEIGHT: 35 FT

TOTAL LOT SIZE = (2.07 AC AC)
PARCEL NO. 2285-63-0939-0000

ZONING INFORMATION:
ZONING RA – SPECIAL USE
BUILDING MINIMUM BUILDING SETBACKS (UNLESS NOTED)
FRONT: 30'
SIDE: 15'
REAR: 30'
BUFFER YARD =
TO ROW – BY A – 15'
SIDE AND REAR BY B – 10'

UTILITIES:
WATER SERVICE: PENDER COUNTY WATER
SANITARY SEWER SERVICE: ONSITE SEPTIC SYSTEM
ELECTRIC SERVICE:
NATURAL GAS SERVICE: NA

PARKING REQUIREMENTS:
PARKING SPACE SIZE: 9'x20'
PARKING SPACES REQUIRED: 1 SPACE / 225SF = 47
TOTAL PROVIDED PARKING: 47 SPACES
HANDICAP SPACES : 2 SPACES

GENERAL SITE NOTES:

ALL NEW SERVICES AND FACILITIES SHALL MEET ALL NC BUILDING CODE REQUIREMENTS.

ALL EXISTING UTILITIES ARE SHOWN BASED ON FIELD EVIDENCE.

PRIOR TO ANY DIGGING NC ONE CALL SHALL BE CALLED AND CONFIRM LOCATION AND SIZE OF ALL EXISTING UTILITIES.

ALL LANDSCAPE AND BUFFER RULES SHALL BE FOLLOWED PER THE LOCAL CODE AND A DETAILED LANDSCAPE PLAN PROVIDED.

ALL STATE AND FEDERAL PERMITS SHALL BE APPLIED FOR AND ISSUED PRIOR TO CONSTRUCTION OF THE SITE

SPECIAL USE PLAN

FAMILY DOLLAR - CURRIE
PENDER COUNTY

CEDAR RUN CAPITAL, LLC
2405 F NASH ST.
WILSON, NC 27896

8/18/21

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 20212 MARK UPHILLETT RECEIVED

Date	Description

File No. 21015
Scale: 1"=40'
Sheet No.

SUP 1

FINAL PLANS

NOT FOR CONSTRUCTION

INNER BANKS ENGINEERING
LICENSE NO. C-4111
INNER BANKS ENGINEERING, PC
P. O. BOX 154
Washington, NC 27889
252-945-2983
MUPEEDIN@IBXENGINEERING.COM

8) Existing and proposed structures and on-site improvements;
9) Existing and proposed fencing, vegetative screening and buffering;
10) Existing and proposed signs, lighting, landscaping, walks, parking and drives;
11) Detail any expected impact to the community, such as; traffic, noise, vibration, glare, odor, dust, etc. and the method being used to lessen these impacts.

3.12.3 Procedures for Reviewing Applications

A. The special uses, as specified in the various districts, may be established only after review and approval by the Board of Commissioners.

B. The Board of County Commissioners, acting in a quasi-judicial manner and setting, shall hear evidence from the applicant and any interested members of the public.

C. The Board of Commissioners shall hold a public hearing on the application for a Special Use Permit within sixty (60) days after the completed application is filed.

D. The Administrator shall cause notice of the hearing to be published once a week for two successive calendar weeks. The notice shall be published for the first time not less than ten (10) nor more than twenty-five (25) days before the date fixed for the hearing.

E. All Special Use Permit applications must be presented to the Administrator for a determination of completeness.

F. An appeal from a completeness determination may be made to the Board of Adjustment within twenty (20) days of the determination.

G. The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1) The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2) The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3) The proposed use shall not constitute a nuisance or hazard;
4) The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5) Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8) The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

3.12.4 General Provisions Concerning Special Use Permits

A. Compliance With Other Codes - Granting of a Special Use Permit does not exempt the applicant from complying with all of the requirements of building codes and other Ordinances.

B. Revocation - In any case where the Special Use Permit or the conditions of a Special Use Permit have not been or are not being complied with, the Administrator may initiate a notice of violation for the provisions of this Ordinance and the conditions of the Special Use Permit not in compliance or the Administrator, may initiate notice of a public hearing to consider revocation of the permit by the Board of Commissioners or both actions may be initiated. Procedures for notice of such hearing shall be the same as procedures for consideration of an initial application for a Special Use Permit and the permittee shall be notified. After a public hearing has been held, the Board of Commissioners may revoke the Special Use Permit upon finding any of the following:

1) That the approval was obtained by fraud.
2) That the use for which such approval was granted is not being executed.
3) That the use for which such approval was granted has ceased to exist or has been suspended for one year.
4) That the permit granted is being, or recently has been exercised contrary to the terms or conditions of such approval.
5) That the permit granted is in violation of an Ordinance or Statute.
6) That the use for which the approval was granted was so exercised as to be detrimental to the public health or safety, or so as to constitute a nuisance.

C. Expiration - Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant. The Administrator may provide one extension of the expiration date by no more than 6 months, for complex projects requiring major state or federal permits, upon receipt of a written request for such extension by the applicant detailing the reasons for delay in completion of the requirements for the Zoning Approval.

D. Duration of Special Use - Any conditions imposed on a special use authorized and exercised shall be perpetually binding upon the property unless expressly limited by the Special Use Permit or subsequently changed or amended by the Board of Commissioners after application to the Board of Commissioners and a public hearing.

E. Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this Ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

1) Such conditions may include a time limitation.
2) Conditions may be imposed which require that one or more things be done before the use requested can be initiated. For example, "that a solid board fence be erected around the site to a height of six (6) feet before the use requested is initiated".
3) Conditions of a continuing nature may be imposed. For example, "exterior loud speakers shall not be used between the hours of 10:00 p.m. and 9:00 a.m."

F. Filing of Special Use - The Administrator shall file the approved or disapproved application forms with the decision of the Board of Commissioners.

G. Appeals from the Board of Commissioners - Appeals to the Superior Court may be taken by any person, firm, or corporation aggrieved, or by any officer, department, board of the county affected by any decision of the Board of Commissioners, provided such appeals shall be taken within thirty (30) days after the decision of the Board of Commissioners is filed in the office of the Administrator, or after a written copy thereof is delivered to the applicant, whichever is later. The decision of the Board of Commissioners shall be delivered to the applicant by certified mail, return receipt requested.

H. Revisions - Major revisions to a Special Use Permit must be submitted to the Board of Commissioners. All legal notice and application fee requirements must be met for major revisions. Revisions that are considered minor revisions to an approved Special Use Permit may be reviewed and approved by the Administrator after basic submission requirements have been completed. All revisions approved by the Administrator must meet the original conditions of the permit as approved by the County Commissioners and current provisions of the Zoning Ordinance. The addition of an accessory structure less than 1000 sq. ft., addition of parking or other ancillary facilities or uses or the addition of similar product lines are examples of revisions that may be considered minor revisions.

3.13 DETERMINATION OF VESTED RIGHT

3.13.1 Establishment

A. With Site Specific Development Plan

1) In order for a zoning vested right to be established upon approval of a development plan, the applicant must indicate at the time of application, on a form to be provided by the County, that a zoning vested right is being sought. Site specific development plan means a plan which has been submitted to the County by a landowner describing with reasonable certainty the type and intensity of use for a specific parcel or parcels of property. Such plan may be in the form of, but not be limited to, any of the following plans or approvals: A planned development plan, a subdivision plat, a Master Development Plan or minor site plan, a conditional or special use permit, or any other land-use approval designation as may be utilized by a county. The plan shall include the approximate boundaries of the site; significant topographical and other natural features effecting development of the site; the approximate location on the site of the proposed buildings, structures, and other improvements; the approximate dimensions, including height, of the proposed buildings and other structures; and the approximate location of all existing and proposed infrastructure on the site, including water, sewer, roads, and pedestrian walkways. A variance shall not constitute a site specific development plan, and approval of a site specific development plan with the condition that a variance be obtained shall not confer a vested right unless and until the necessary variance is obtained.

2) Each map, plat, site plan or other document evidencing a site specific development plan shall contain the following notation: “Approval of this plan established a zoning vested right under N.C.G.S. Section 153A-344.1. Unless terminated at an earlier date, the zoning vested right shall be valid until (date).”

Pender County

Request For Board Action

DATE OF MEETING:	November 15, 2021
REQUESTED BY:	Travis Henley, Director, Planning & Community Development
SHORT TITLE:	Resolution Requesting Approval of a Special Use Permit for the construction and operation of a 10,500 square foot Family Dollar retail store.
BACKGROUND:	Marie Peedin, applicant, on behalf of Barnes Boykin, owner, is requesting approval of a Special Use Permit for the construction and operation of a 10,500 square foot Family Dollar retail store within the RA, Rural Agricultural zoning district on approximately 2.07 acres of land located on the northeastern corner of the intersection of US HWY 421 and Montague Road. The subject property is located in the Grady Township and may be further identified by Pender County PIN 2285-63-0939-0000.
SPECIFIC ACTION REQUESTED:	To hold a public hearing and consider the approval of a Special Use Permit for the construction and operation of a 10,500 square foot Family Dollar retail store.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

On November 15, 2021 the Pender County Board of Commissioners (approved, modified, denied) a Special Use Permit as described herein. The Chairman/County Manger is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED: **SECONDED:**

☐ APPROVED ☐ DENIED

YEA VOTES: ☐ BROWN ☐ MCCOY ☐ NEWTON ☐ PIEPMEYER ☐ WILLIAMS

11/15/2021

George R. Brown, Chairman Date

11/15/2021

Clerk to the Board Date

STAFF REPORT FOR SUP 2021-22
SPECIAL USE PERMIT APPLICATION

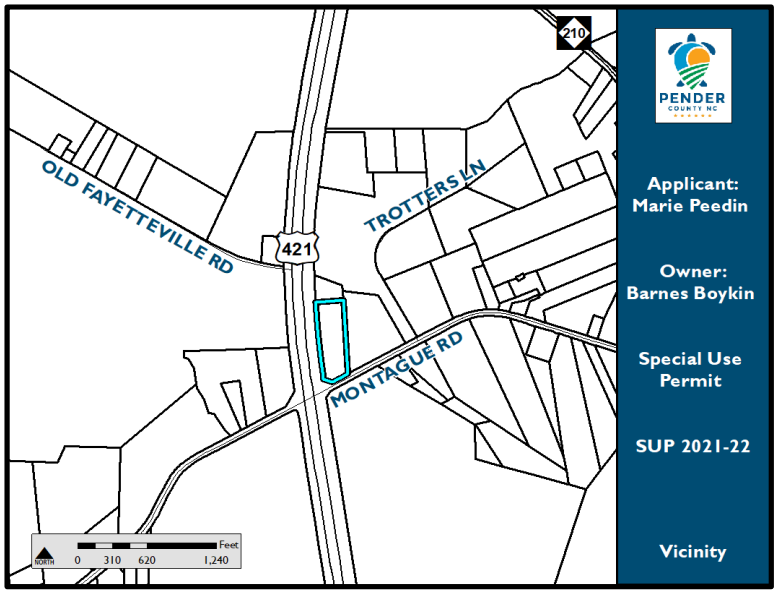
APPLICATION SUMMARY	
Case Number	SUP 2021-22
Hearing Dates	November 15, 2021 Board of Commissioners
Applicant	Marie Peedin
Property Owner(s)	Barnes Boykin
Parcel Identification Number	2285-63-0939-0000
Acreage	2.07
Township	Grady
Zoning District	RA, Rural Agricultural
Pender 2.0 Future Land Use Category	Rural Agriculture

SPECIAL USE PERMIT PROPOSAL

Marie Peedin, applicant, on behalf of Barnes Boykin, owner, is requesting approval of a Special Use Permit for the construction and operation of a 10,500 square foot Family Dollar retail store.

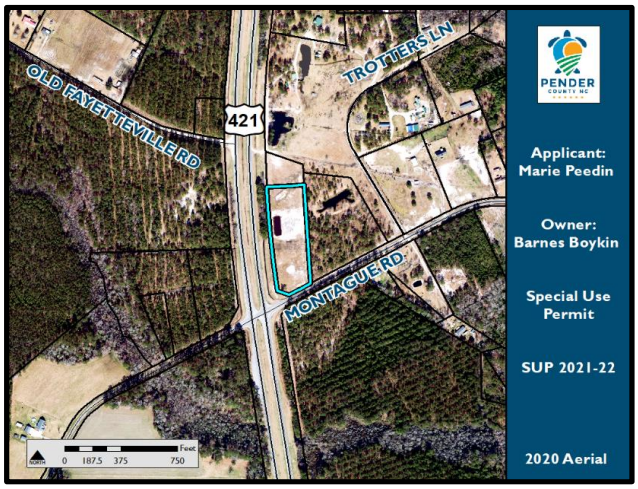
LOCATION

The subject property is on the northeastern corner of the intersection of US HWY 421 and Montague Road in the Grady Township.



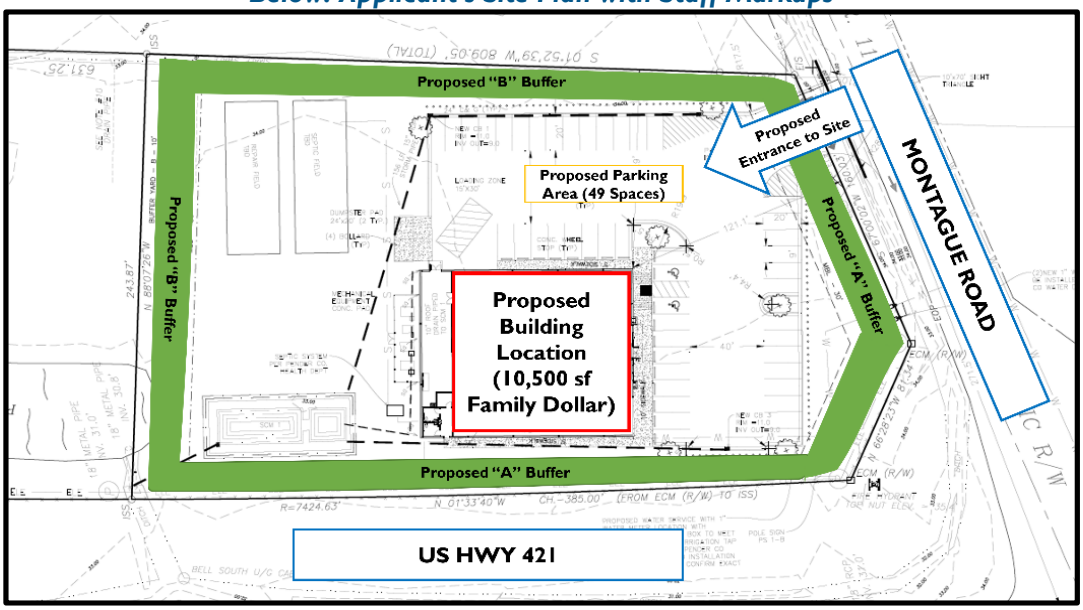
SPECIAL USE PERMIT PROPOSAL

The applicant is seeking to obtain a Special Use Permit in order to construct a 10,500 square foot Family Dollar retail store. According to the applicant's submitted narrative, the proposed store will serve as a commercial retail store with needed parking and signage.



As illustrated on the submitted site plan, the proposed building will be located on the southern portion of the property. Associated parking will be located along the southern and eastern portions of the property. The applicant has also indicated that the proposed site plan will require a recordation of a map of recombination with the Pender County Register of Deeds office.

Below: Applicant's Site Plan with Staff Markups



Prior to issuance of final zoning approval, a site development plan must be submitted and approved in accordance with all applicable provisions of the Pender County Unified Development Ordinance. The site development plan shall be reviewed by members of the Pender County Technical Review Committee (TRC). Furthermore, the proposal is subject to all other applicable federal, state, and local permits and approvals.

Hours of Operation
According to the applicant, the hours of operation for the site will be from 9:00 am to 9:00 pm, daily.

Access
The site is proposed to be accessed from Montague Road, an NCDOT State-maintained local road, as classified by the NCDOT Functional Classification Map. According to the applicant's site plan, the proposed driveway is approximately 272 feet east of the intersection of US HWY 421 and Montague Road.

Traffic
The Pender County UDO requires a Traffic Impact Analysis when a development generates more than 100 trips in the morning or evening peak hours and over 1,000 trips per day. As proposed, this development would not require a TIA.

NCDOT Average Annual Daily Traffic (AADT) – 2019; WMPO Roadway Capacities – 2019

Road	Location	Volume	Capacity	V/C
Montague Rd	East of US 421	-	13,894	-
Montague Rd	West of US 421	420[1]	13,894	0.03
US HWY 421	At Montague Rd	5,700	43,856	0.13

[1]2016 NCDOT AADT

Because a Traffic Impact Analysis has not been completed at this time that analyzes roadway impacts as a result of the development, the volume to capacity ratio for US HWY 421 and Montague Road near the subject site has been provided. This ratio is based on average daily trips and the design characteristics of a given roadway, which can provide a general idea of the function of such roadway. Based upon the available volume to capacity data, US HWY 421 and Montague Road in this area has capacity to handle the anticipated traffic volume increases associated with the proposed special use permit request.

Parking
The proposed use requires a minimum of 47 parking spaces, however, according to the submitted site plan, the applicant is proposing a total of 49 parking spaces. Parking standards will be reevaluated during the major site review process to ensure compliance with the UDO.

Pender County UDO Section 7.10, Off-Street Parking and Loading/Parking Requirements	
Specific Use	**Minimum Spaces**
Retail Sales and Service; Proposed 10,500 sf Family Dollar	1 per 225 SF Floor Area; 47 spaces required; 49 spaces proposed

Landscaping and Buffers
All landscape and buffers are to be approved in accordance with Section 8.2.7, Project Boundary Buffer of the Pender County Unified Development Ordinance. The applicant's submitted site plan indicates a Buffer "A" along all street boundaries of the site and a Buffer "B" along all other non-street boundaries. As proposed, buffering is in compliance with the Pender County UDO. If approved, all buffers will be evaluated when a site-specific plan is submitted.

Required and Proposed Buffers	
Buffer Type	**Location of Buffer**
Type A	Adjacent US HWY 421 & Montague Road
Type B	Adjacent to all non-street boundaries (north and west of subject property)

Signage
Any signage required by federal, state, and local agencies will be reviewed for compliance during the site development plan review process.

Utilities
The applicant has indicated that Pender County Utilities (PCU) will be contacted to extend water service to the site and Four County will provide electrical service to the site. The applicant is currently coordinating with a private sewer design engineer and the North Carolina Department of Environmental Quality to design and permit an on-site wastewater system to accommodate the proposed use.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain any Special Flood Hazard Areas[1].
Wetlands	Portions of the subject property contain characteristics of wetlands[2, 3]. The location of any wetlands will be verified during the site development plan review process, and any development within these wetlands is subject to review and approval from the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the National Wetlands Inventory (NWI)
[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

PUBLIC NOTICE

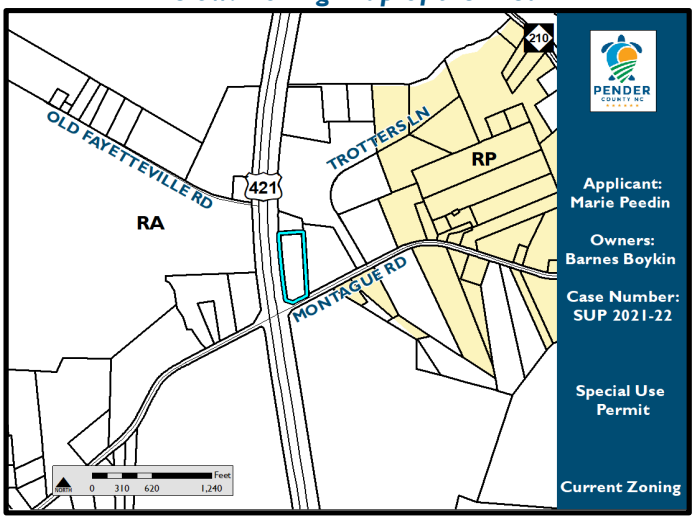
Public Notice for the Special Use Permit request has been advertised in the Pender-Topsail Post and Voice. In addition, all adjacent property owners within 500' of the proposed development have been given written notice of this request, and a public notice sign has been placed on the subject site.

EVALUATION

Basis for Granting SUP

Approval and revocation procedures for Special Use Permits are located in Sections 3.12.3 and 3.12.4 of the Pender County Unified Development Ordinance. These sections are provided as Attachment 1.

Below: Zoning Map of the Area



CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Single Family Residential, Undeveloped	RA, Rural Agricultural
East	Single Family Residential, Undeveloped	RA, Rural Agricultural
South	Single Family Residential, Undeveloped	RA, Rural Agricultural
West	Single Family Residential, Undeveloped	RA, Rural Agricultural

Unified Development Ordinance Compliance

The subject property is zoned RA, Rural Agricultural zoning district and according to Section 5.2.3 of the Pender County Unified Development Ordinance, Miscellaneous Retail Stores are permitted in this zoning district via Special Use Permit.

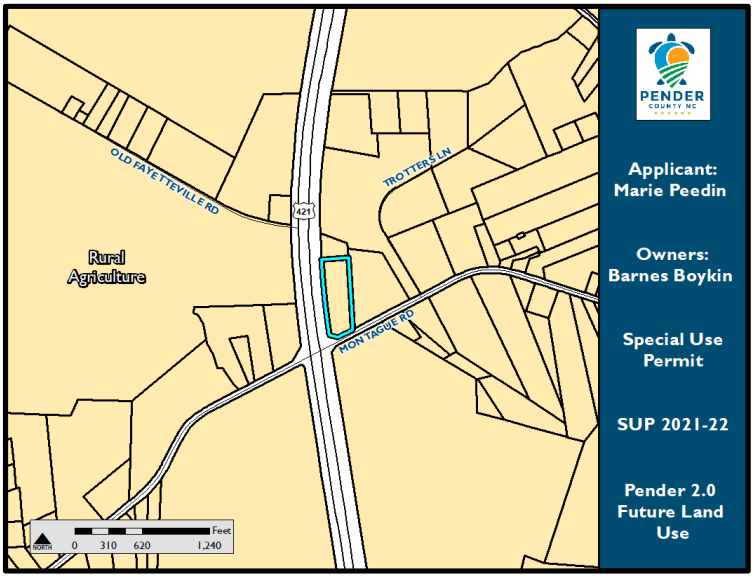
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sectors 44-45 RETAIL TRADE											
Miscellaneous Store Retailers	453	S				P	P				

The Rural Agricultural District is intended to accommodate non-residential agricultural uses and very low-density residential development (minimum of 1 du/ac), as well as limited non-residential uses, in rural areas adjacent to agricultural operations.

Pender County 2.0: Comprehensive Land Use Plan Compliance

The subject property is classified as Rural Agriculture in the Pender County 2.0: Comprehensive Land Use Plan. The Rural Agriculture land use classification supports and protects Pender County's agricultural areas, an essential part of the County's economy and agricultural heritage. Agriculture uses are highly encouraged, as consideration should be given to the preservation of prime farmland soils for continued prosperity of farming and forestry operations. In addition to agriculture, very low-density single family residential development (conventional-built and manufactured) are appropriate in these areas.

Furthermore, commercial, civic, office, and institutional uses are permitted where compatible with existing neighborhoods and as a resource or employment opportunity for area residents. The proposed use is consistent with Rural Agriculture future land use classification within the Pender County 2.0 Comprehensive Land Use Plan because it has the potential to provide employment opportunities and services to nearby residents.



In addition to the proposal's consistency with the Future Land Use Map, the proposed Special Use Permit is also consistent with the following goals, objectives, and policies within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.K: Commercial Development:** The County supports a wide range of commercial development, particularly those businesses that provide needed services to residents and visitors, provided that the impacts on traffic are minimized.
>
> **Policy 5.1.FF: Rural Non-Residential Uses:** The County shall continue to accommodate limited non-residential uses in rural areas.

The proposed commercial retail use is consistent with the above policies because it is located at an intersection of a local residential road and major corridor where nearby residents and traveling motorists can access goods and services. In addition, the proposed use can serve as an employment resource for neighboring residents.

PROPOSED CONDITIONS

Conditions to Consider in Issuing a Special Use Permit for this Project

1. The project shall comply with all requirements of the Pender County Unified Developed Ordinance.
2. The obligations imposed by this permit will be the responsibility of the property owner and shall continue in effect for the duration of this permit.
3. The applicant shall meet all other local, state, and federal regulations.
4. Final zoning approval shall not be issued until the applicant provides all North Carolina Department of Environmental Quality wastewater permits to the Planning and Community Development department.
5. Any violations of the conditions of this permit, confirmed by the Zoning Administrator shall result in this permit becoming void, if not corrected within 30 days of receipt of the notice of violation.
6. Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant.

Pender County
REZONE 2021-24B

TO:	Board of County Commissioners
FROM:	Travis Henley
DATE:	February 22, 2022
SUBJECT:	REZONE 2021-24B

SUMMARY:
Sonya and Randall Edens, applicant and owner, are requesting approval of a Zoning Map Amendment to rezone one tract totaling approximately 0.23 acres of land located in the 20600 block of US HWY 17 across from Union Bethel Road from GB, General Business zoning district to RP, Residential Performance zoning district. The subject property is located in the Topsail Township and may be further identified by Pender County PIN 4214-09-8902-0000.

ACTION REQUESTED:
Approval to Rezone

ATTACHMENTS:
REZONE 2021-24B Staff Report
REZONE 2021-24B Application
REZONE 2021-24B Narrative
REZONE 2021-24B Survey
REZONE 2021-24B Attachment 1. Table of Permitted Uses

STAFF REPORT FOR REZONE 2021-24B
GENERAL USE REZONING APPLICATION

APPLICATION SUMMARY	
Case Number	REZONE 2021-24B
Hearing Date	January 4, 2022 Planning Board February 22, 2022 Board of Commissioners
Applicant	Sonya Edens
Property Owner	Sonya and Randall Edens
Parcel Identification Number	4215-00-6242-0000
Acreage	0.23
Township	Topsail
Zoning District	GB, General Business
Pender 2.0 Future Land Use Category	Low Density Residential

REZONING PROPOSAL

Sonya and Randall Edens, applicant and owner, are requesting approval of a Zoning Map Amendment to rezone one tract totaling approximately 0.23 acres of land from GB, General Business zoning district to RP, Residential Performance zoning district.

LOCATION

The subject property is located on the western side of US HWY 17 (20600 block) immediately across from Union Bethel Road, approximately 0.5 miles south of the intersection of US HWY 17 and Sloop Point Road in the Topsail Township.



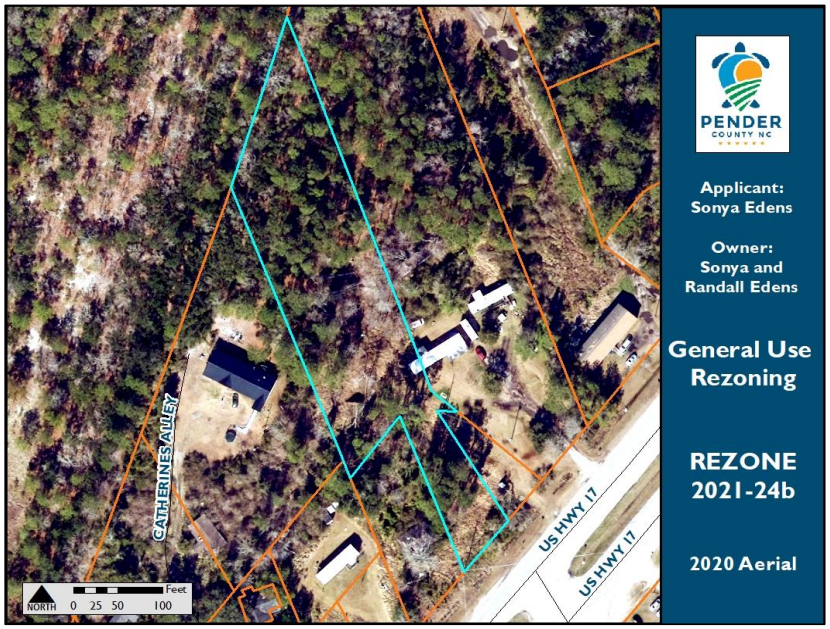
BACKGROUND

At the August 16, 2021 Board of County Commissioners meeting, the 0.97 acre property adjacent to the west (Pender County PIN 4215-00-6231-0000) was rezoned from the RA, Rural Agriculture zoning district to RP, Residential Performance zoning district. The applicant has since obtained the 0.23-acre subject property along US HWY 17 (previously Pender County PIN: 4214-09-8902-0000) and has recombined the two properties, now identified as Pender County PIN: 4215-00-6242-0000.

REZONING PROPOSAL

The applicant is proposing to rezone approximately 0.23 acres from GB, General Business zoning district to RP, Residential Performance zoning district. The applicant has indicated that the subject property will be developed as residential with an affordable housing product. However, because this is a general use rezoning, a conceptual plan is not included within the application. In addition, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the RP, Residential Performance zoning district.

If approved, the development of the site must comply with the standards of the RP, Residential Performance zoning district. Due to the size of the property and housing type options, any residential development would be required to apply for applicable building permits. At that time, County zoning standards would be reviewed for compliance with the Pender County Unified Development Ordinance (UDO).



If any non-residential development permitted by right or by Special Use Permit were proposed, that development would be reviewed by the Technical Review Committee (TRC) to ensure compliance with applicable County and State regulations.

Dimensional Requirements

As this is a general use rezoning, the standard setbacks in the RP, Residential Performance zoning district apply and are outlined in the table below. The dimensional standards are proposed to apply uniformly to all buildings and uses on the subject property.

Minimum Setback (Residential Performance)	
Front	30'
Side	10'
Rear	25'
Max. Height	35'
Structure Separation	30'

The minimum lot size in this district for single-family dwellings is 15,000 square feet and 22,000 square feet for duplexes. Section 5.3.2.A.1 of the UDO allows up to 3 residential structures on a parcel provided that each principal residential structure meets the minimum lot size, setbacks, and structure separation in that district. All proposed structures would be reviewed to ensure compliance with minimum lot size and minimum setback requirements at the time of building permit application.

Allowable Uses

Because this is a general use rezoning, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the RP, Residential Performance zoning district. The table below provides a general list of typical developments permitted in the RP, Residential Performance zoning district. A comprehensive list of all uses from Section 5.2.3 of the UDO is included in **Attachment 1**.

	RP, Residential Performance
Permitted Housing Types	Single-family (detached conventional), duplex (attached), accessory dwelling, manufactured home
Nonresidential Uses	≈ 8 uses by-right (solid waste collection, public administration, family care homes, parks, temporary fruit stands, etc. ≈ 33 uses w/ SUP (food/beverage stores, postal services, financial institutions, professional offices, salons, educational services, recreational clubs, etc.)

TRANSPORTATION INFRASTRUCTURE

Access

Access is provided to the subject property via US HWY 17, an NCDOT maintained Principal Arterial Road based on the WMPO Functional Classification Map.

Traffic

Traffic Impact Analyses are not required for general use rezonings because a site-specific development plan is not considered in a case of this type. The Pender County UDO requires a

Traffic Impact Analysis (TIA) to be completed when a development generates 100 trips in the morning or evening peak hours or over 1,000 trips per day.

Because a Traffic Impact Analysis is not required at this time and is unlikely to be required due to the size of the property and maximum number of residential structures permitted, the volume to capacity ratio for US HWY 17 near the subject site has been provided. This ratio is based on average daily trips and the design characteristics of a given roadway, which can provide a general idea of the function of such roadway. Based upon the available volume to capacity data, US HWY 17 in this area has capacity to handle the anticipated traffic volume increases as a result of the proposed rezoning.

NCDOT Average Annual Daily Traffic (AADT) – 2019; WMPO Roadway Capacities – 2019

Road	Location	Volume	Capacity	V/C
US HWY 17	20600 Block	34,500	44,677	0.77

OTHER INFRASTRUCTURE

Utilities

Public water is available through Pender County Utilities (PCU). According to available GIS data, the nearest PCU water main is located across US HWY 17 near Union Bethel Road. Any connection to this system would require review and approval from PCU.

Based on comments provided by Pluris Hampstead, LLC, their private wastewater lines are not in the vicinity of the subject property. Therefore, it is likely that any proposed development on the subject property will utilize private well and septic, which would be reviewed and approved by Pender County Environmental Health once a building permit application is submitted.

Schools

There is no development proposal associated with this general use rezoning. However, because the proposed request is to rezone the subject property to RP, Residential Performance zoning district, which would allow up to three new dwelling units, there is a potential that this proposal will impact the school districts in the area.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain any Special Flood Hazard Areas[1].
Wetlands	The subject property does not appear to contain any wetlands[2, 3]. The location of any wetlands will be verified when a site-specific development plan is submitted for review. Any disturbance within these wetlands is subject to review and approval by the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].
Biodiversity and Wildlife Habitat Assessment[5]	The subject property is unranked in the Biodiversity and Wildlife Habitat Assessment.

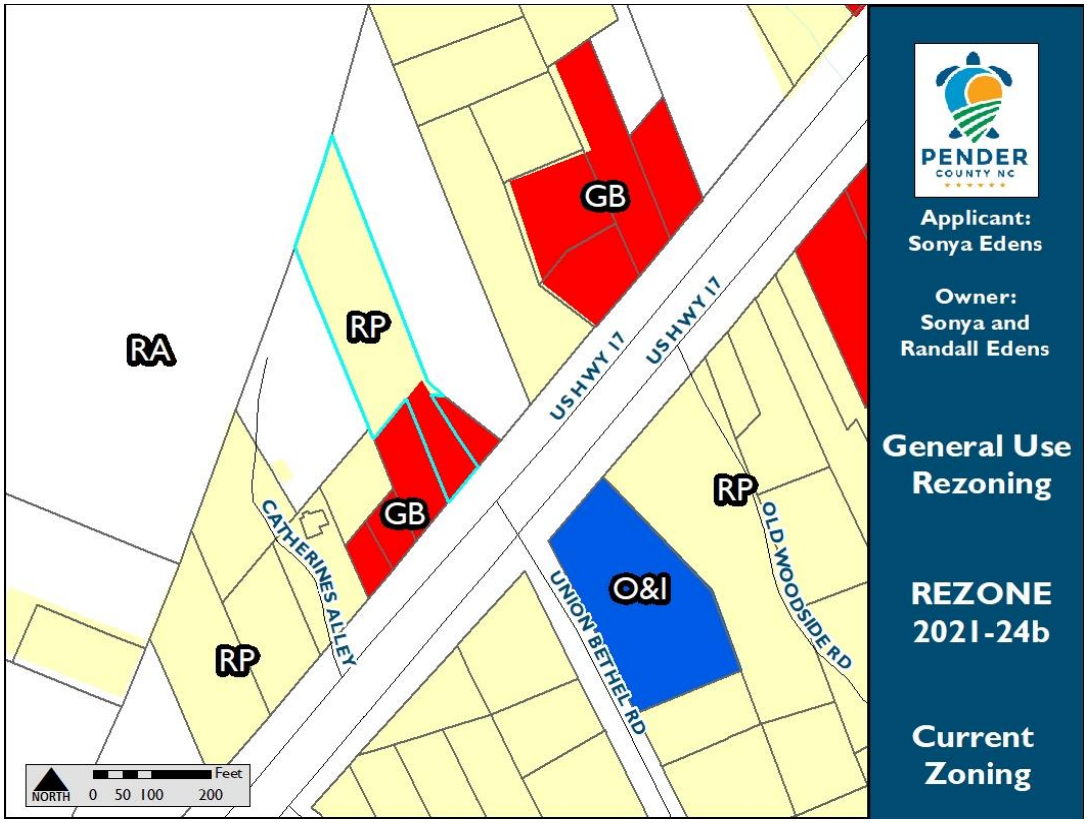
[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the National Wetlands Inventory (NWI)
[4] According to the North Carolina Department of Environmental Quality (NCDEQ)
[5] According to the North Carolina Wildlife Resources Commission (WRC) Biodiversity and Wildlife Habitat Assessment included in their Conservation Planning Tool.

PUBLIC NOTICE

Public Notice for the proposal has been advertised in the Pender-Topsail Post and Voice. In addition, all adjacent property owners within 500' of the proposed development have been given written notice of the request, and a public notification sign has been placed on the property.

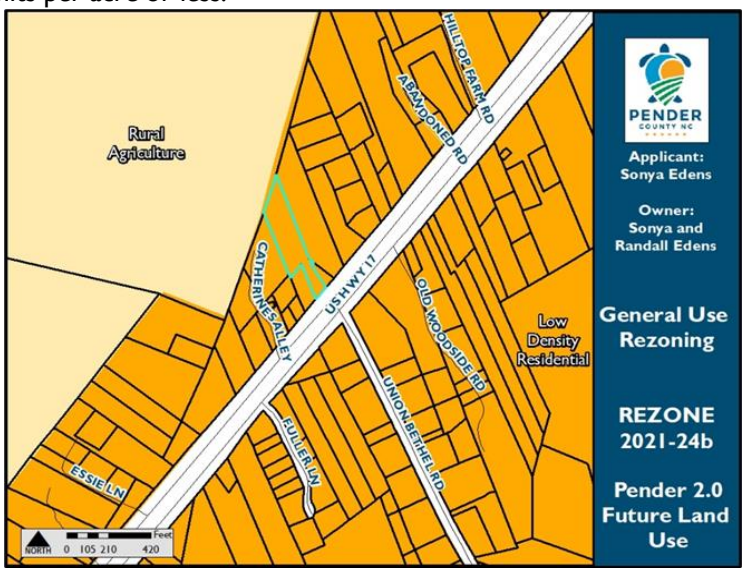
EVALUATION

Below: Zoning Map of the Area



CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Single-Family Residential	GB, General Business, RA, Rural Agricultural
East	Single-Family Residential and Church	RP, Residential Performance, O&I, Office & Institutional
South	Single-Family Residential	RA, Rural Agricultural, GB General Business, RP, Residential Performance
West	Undeveloped	RA, Rural Agricultural

Pender 2.0 Comprehensive Land Use Plan Compliance: The subject property is located within the Low-Density Residential Future Land Use Classification as shown in the Future Land Use Map within the Pender 2.0 Comprehensive Land Use Plan. This future land use category is established in areas that are typically established single-family neighborhoods with a low-density residential development pattern. Appropriate uses include single-family dwellings and neighborhood-scale institutional facilities. Commercial and industrial uses are inappropriate in these areas, as are large institutions and other significant traffic generators. Duplexes and townhomes may be suitable when proposed as part of a master planned community whereby the dimensional requirements and uses forming the outer boundary of the community are compatible with the adjacent properties or permissible uses. Development density within this category is two dwelling units per acre or less.



The Low-Density Residential future land use category provides opportunities for development densities up to 2 dwelling units per acre (du/ac) and neighborhood-scale institutional facilities. The maximum number of dwellings permitted on the subject site is 4 units, resulting in a density slightly higher (2.86 du/ac) than the preferred density range for this project. However, due to rounding of the density calculation, the proposal has slightly higher density than desired for this future land use category.

The proposed rezoning is also consistent with the Low-Density Residential future land use category because of its location among other single-family residential uses on properties of similar size. In addition, the development pattern of this section of US HWY 17 is generally characteristic of low-density development with limited commercial and institutional development in the vicinity.

In addition to the Future Land Use Map, the Zoning Map Amendment was found to be consistent with three policies within the Pender 2.0 Comprehensive Land Use Plan:

Policy 5.1.D: Focused Growth and Development: The County supports a growth pattern that includes low density single-family residential communities, but also allows for the strategic placement of higher density residential, mixed uses, and commercial development to accommodate and support future population growth, where necessary infrastructure exists or is planned.

Policy 5.1.V: Residential Development: The County supports a range of housing types and development at appropriate densities and locations that are compatible with their surroundings and are in accordance with the future land use map.

Policy 5.1.W: Single-family Residential Development: The County shall maintain areas exclusively for conventional single-family development. Conversion of single-family homes to two-family and/or multi-family residential uses within established single-family neighborhoods shall be discouraged.

The proposed general use rezoning is supported by the above policies because of its proximity to, and consistency with, other low-density single-family uses in the vicinity. The proposed rezoning and allowable uses within the requested zoning district are also compatible with the surrounding area and existing development pattern.

Unified Development Ordinance Compliance: Section 3.3.5 of the Unified Development Ordinance provides for standards that shall be followed by the Planning Board and Board of County Commissioners before a favorable recommendation of approval for a rezoning can be made. These standards include evaluating proposals against whether adequate public facilities/services (i.e. water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change. The standards have been outlined in this report for consideration by the Planning Board and Board of County Commissioners.

3.3.5 Approval Criteria for Rezoning

The reviewing bodies (Planning Board and Board of Commissioners) shall consider the following matters in deciding a rezoning proposal, in addition to any other considerations as detailed in the specific rezoning application type:

A. Whether the entire range of uses permitted by the proposed change would be appropriate to the area concerned, including that the proposed rezoning not:
    1. be detrimental to the natural environment,
    2. adversely affect the health, safety, or welfare of residents or workers in the area,
    3. be detrimental to the use or development of adjacent property,
    4. materially or adversely affect the character of the general neighborhood, and
    5. be reasonable as it relates to the public interest.
B. Whether adequate public facilities/services (i.e.- water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change;
C. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan, CAMA Land Use Plan, and any other adopted land use document.

RECOMMENDATION

Planning Staff is submitting the proposal for Planning Board disposition. The proposed Zoning Map Amendment is compliant with the Pender County Unified Development Ordinance. In addition, the request is consistent with the Future Land Use Map, as well as three policies within the Pender 2.0 Comprehensive Land Use Plan, while conflicting with none.

At the January 4, 2022 meeting, the Pender County Planning Board voted unanimously to recommend approval of the Zoning Map amendment as detailed in this report, with Planning Staff recommending approval as well. Overall, the proposed RP, Residential Performance zoning district rezoning request is generally consistent with the Pender 2.0 Comprehensive Land Use Plan because it is in line with the recommended densities in the Low-Density Residential future land use category and is compatible with the existing development pattern in this area.

PLANNING BOARD ACTION NEEDED:

TO APPROVE: Motion to approve the Zoning Map Amendment and to make a finding that the approval is consistent with the following policies in the Pender 2.0 Comprehensive Land Use Plan:

- **Policy 5.1.D**
- **Policy 5.1.V**
- **Policy 5.1.W**

The proposed rezoning is consistent with the Low-Density Residential Future Land Use classification in the Pender 2.0 Comprehensive Land Use Plan because the density is in line with the density and housing type recommendations for this future land use category, is compatible with the existing development pattern in the area, and can provide for affordable housing options.

TO DENY: Motion to deny the Zoning Map Amendment and to make a finding of denial because although the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan, said denial is reasonable and in the public interest and does not further the goals of the Pender 2.0 Comprehensive Land Use Plan because [INSERT REASONING]…

PLANNING BOARD ACTION FOR GENERAL USE REZONING

MOTION	SECONDED
Teachey	Buchanan

APPROVED	DENIED	UNANIMOUS
YES	-	Yes

McClammy	Jordan	Beaudoin	Buchanan	Gruntfest	Pitts	Teachey
YES	YES	ABSENT	YES	YES	YES	YES

Pender County
Planning and Community Development

805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

Zoning Map Amendment Submission (Rezoning)

Applications will be considered for review by Staff only when deemed complete. The application will be regarded as incomplete until the following items are received by the Planning and Community Development Staff.

1. ✓ **Pre-submittal Meeting**
   Date of Meeting 10/1/21
2. ✓ **Signed Application**
3. ✓ **Payment** – call for credit card
   $500 for the first 5 acres; $10/ acre thereafter up to 1,000 acres; $5 per acre thereafter
4. ✓ **Requested Revision Boundary Map**
   Rezoning must correspond with the boundary lines of existing platted lots or tracts. Where the boundaries of a rezoning request do not follow a boundary line or a split zoned property line, it must be possible to subdivide and develop that portion of the property outside the proposed rezoning boundary in accordance with the existing zoning and other requirements of this Ordinance. An illustration containing a metes and bounds description is required.
4. ✓ **Narrative**
   A description and/or statement of the present and proposed land use classification and stating why the request is being made and any information that is pertinent to the case.
5. ✓ **Digital Submission**
   For all documents submitted in paper copy, bring a digital copy with paper submission.
6. ✓ **Adjacent Property List**
   A list of names and addresses, of the owners of all properties located within 500-feet of the perimeter of the project bounds as obtained from the county tax listings and tax abstract, of the property under consideration for project parcel.
7. ✓ **Adjacent Property Envelopes**
   The applicant shall provide a set of business envelopes addressed to each person of the owners of all the properties located within 500-feet of the perimeter of the project bounds, accompanied with the amount of postage required for first class postage.

I certify that all information presented in this application is accurate to the best of my knowledge.

Signature of Applicant Sonya B. Ea Date 10/27/21

Printed Name Sonya Edens

Staff Initials: ____
Date: ____

APPLICATION FOR REZONING (Zoning Map Amendment)

THIS SECTION FOR OFFICE USE			
Application No.	**ZMA**	**Date**	
Application Fee	**$**	**Invoice**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION

Applicant's Name:	Sonya Edens	**Owner's Name:**	Randall & Sonya Edens
Applicant's Address:	15226 US 17	**Owner's Address:**	15226 US 17
City, State, & Zip	Hampstead, NC 28443	**City, State, & Zip**	Hampstead, NC 28443
Phone Number:	910-619-1737	**Phone Number:**	910-619-1737
Email Address:	Sonya@rscengineering.com	**Email Address:**	Sonya@rscengineering.com

Legal relationship of applicant to landowner: Self

SECTION 2: PROJECT INFORMATION

Property Identification Number (PIN):	4214-09-8902-0000	**Total property acreage:**	0.23
Current Zoning District:	GB	**Proposed Zoning District:**	RP
Project Address:	20651 US 17		
Description of Project Location:	US 17 across from Union Bethel Rd		

SECTION 3: SIGNATURES

Applicant's Signature	Sonya B. Edens	**Date:**	10/27/21
Applicant's Name Printed	Sonya Edens	**Date:**	10/27/21
Owner's Signature	Sonya B. Edens	**Date:**	10/27/21
Owner's Name Printed	Sonya Edens	**Date:**	10/27/21

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Rezoning Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing.
4. All fees are non-refundable
5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda

Rezoning/Zoning Map Amendment Checklist

☑	Signed application form
☑	Application fee
☑	A list of names and addresses, as obtained from the county tax listings and tax abstract, all adjacent property owners, including property owners directly across any road or road easement, and owners of the property under consideration for rezoning.
☑	Two (2) business size envelopes legibly addressed with **first class** postage for each of the adjacent and abutting property owners on the above list.
☑	Accurate legal description or a map drawn to scale showing the property boundaries to be rezoned, in sufficient detail to for the rezoning to be located on the Official Zoning Map.
☑	18 (11"x17") map copies to be distributed to the Planning Board
☑	20 (11"x17") map copies to be distributed to the Board of Commissioners
☑	Digital (.pdf) submission of all application materials
☑	A description and/or statement of the present and proposed zoning regulation or district boundary and stating why the request is being made and any information that is pertinent to the case. If the owner and applicant are different, the letter must be signed by both parties.

Office Use Only

☐	**ZMA Fees:** (*$500.00 for first 5 acres; $10/acre thereafter up to 1,000 acres; $5/acre thereafter)*	**Total Fee Calculation: $**

Attachments Included with Application: (Please include # of copies)

CD /other digital version	☐ Y ☐ N	Plan Sets	# of large	# of 11X17	Other documents/Reports	☐ Y ☐ N

Payment Method:	**Cash :** ☐ **$**_____	**Credit Card:** ☐ Master Card ☐ Visa	**Check:** ☐ Check # _____

Application received by:		**Date:**
Application completeness approved by:		**Date:**

Dates scheduled for public hearing:
☐ **Planning Board:**
☐ **Board of Commissioners:**

RETURN COMPLETED APPLICATION TO:
Pender County Planning & Community Development
805 South Walker Street
P.O. Box 1519
Burgaw, NC 28425

Narrative

PIN: 4214-09-8902-0000 (GB to RP)

The request being submitted is to rezone a single parcel (PIN 4214-09-8902-0000) from GB (General Business) to RP (Residential Performance). The parcel is noted as "AREA" on the submitted survey. The parcel is located on US 17 N in Hampstead directly across US 17 from Union Bethel Road. The parcel is 0.23 acres in size and is currently vacant. The parcel has recently been combined with PIN 4215-00-6231-0000 which was rezoned from RA to RP in August 2021. The request to rezone is driven by desire to place affordable housing on the parcel similar to the adjacent parcels. The parcel is located along a stretch of US 17 that is primarily residential. There is a mix of RA, RP and GB zoned parcels around the subject site. The current use of all adjacent parcels is currently residential. The range of uses permitted in the RP zoning district are appropriate for these parcels as it is surrounded by residential uses. The change of zoning shall not provide any additional burden on the public facilities and services that currently serves the parcel. The proposed change is consistent with the Future Land Use Map which shows Low Density Residential in the area. Rezoning of the parcel would allow for better use of the parcel and provide some affordable housing in the eastern Pender County area.

SURVEY REFERENCE:

DEED BOOK 696 AT PAGE 125
PENDER COUNTY REGISTRY

NOTES:

1. CORNERS ARE MARKED AS NOTED ON MAP.
2. ALL DISTANCES ARE HORIZONTAL FIELD MEASUREMENTS.
3. AREA COMPUTED BY THE COORDINATE METHOD.
4. THIS PROPERTY IS ZONED GB.
5. THIS PROPERTY DOES NOT LIE WITHIN A FLOOD HAZARDOUS AREA.
6. NO KNOWN HORIZONTAL CONTROL WITHIN 2,000'.
7. BUILDING SET BACKS REQUIRED TO BE IN ACCORD WITH THE PENDER COUNTY ZONING ORDINANCE.
   GB – (FRONT 25' // SIDE 10' // REAR 10')

This map is subject to any easements, agreements or rights of way prior to the date of this map that were not visible at my time of inspection.

No complete title search was performed for this survey.

"This lot is adjacent to a natural drainage way or perennial stream or/and a 20 ft. drainage easement is recorded from the lot to a natural drainage way or perennial stream."

Parcel Identifier Certificate

Parcel Identifiers will be issued for all parcels shown on this plat after recordation.
TAX PIN #4214-09-8902-0000

Tax Office _____ Date _____

PARCEL ID # _____

Surveyor Certificate II

This plat is of a survey of existing parcels and is therefore exempt from any subdivision ordinance.

CERTIFICATION OF SURVEY AND ACCURACY

I, Frederick W. Jones, PLS, certify that this plat was drawn by me from an actual field survey made by me from information as noted hereon; that the boundaries not surveyed are clearly indicated as dashed lines; that this map was prepared in accordance with G.S. 47-30 as amended; that the ratio of precision as calculated is 1:10000+ and is correct to the best of my knowledge and belief. Witness my original Signature, License Number and Seal

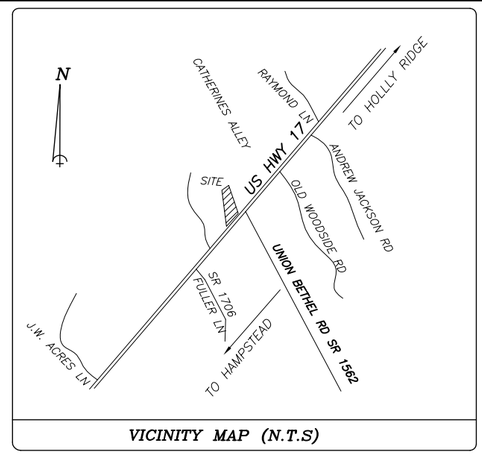
this _____day of _____, AD, 2021.

_____
Frederick W. Jones, PLS
NC License No. L-4503

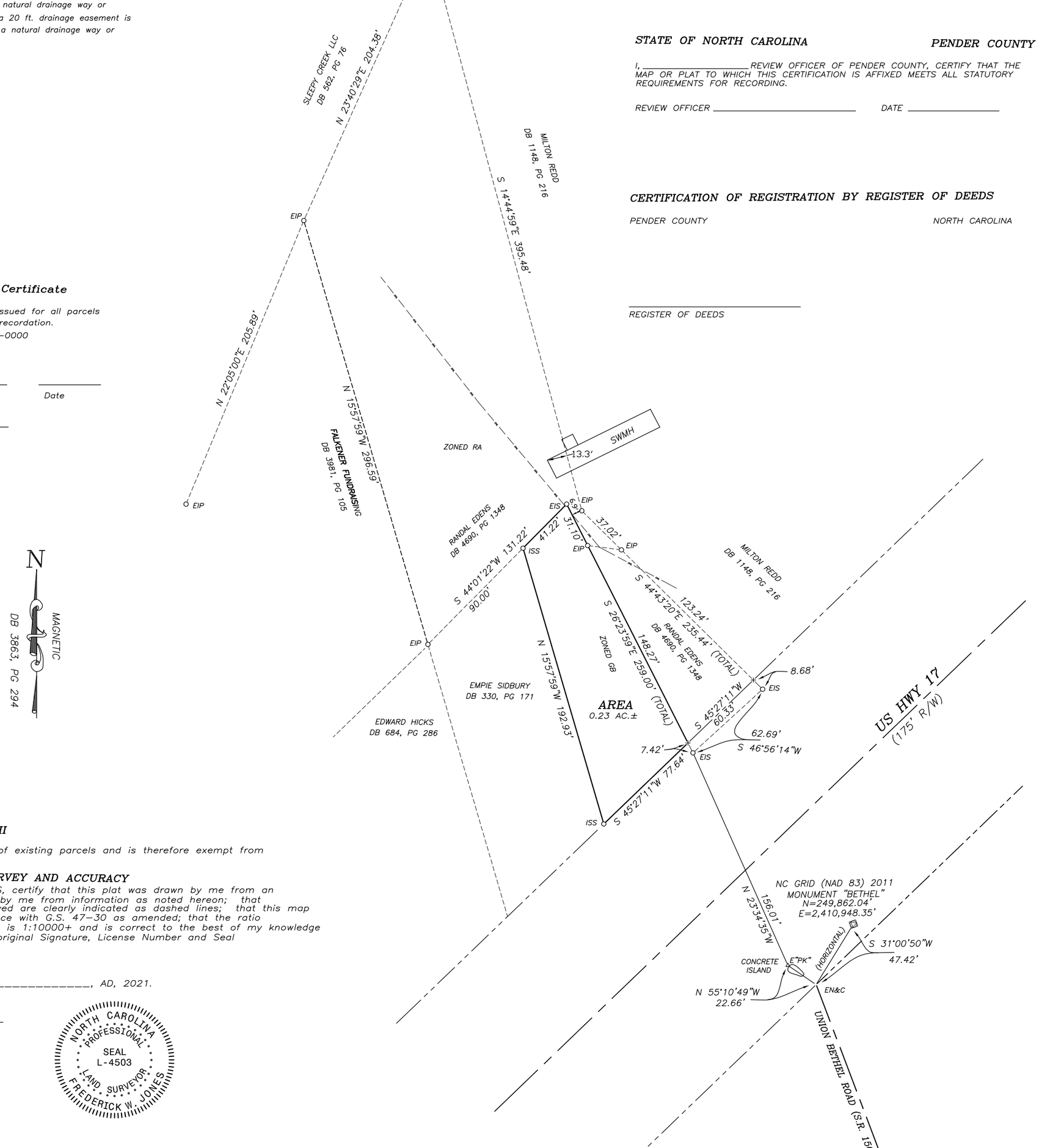
NORTH CAROLINA PROFESSIONAL SEAL L-4503 LAND SURVEYOR FREDERICK W. JONES

LEGEND:

- EIP (EXISTING IRON PIPE) OR EIS (EXISTING IRON STAKE) OR ISS (IRON STAKE SET)
- E"PK" (EXISTING PARKER-KALON NAIL) OR EN&C (EXISTING NAIL & CAP)
- N. C. GRID MONUMENT
- Pt. (POINT)
- PROPERTY LINE
- NON-SURVEYED LINE
- ℄ (CENTER LINE)
- R/W (RIGHT OF WAY)
- OVERHEAD UTILITY LINE
- SWMH (SINGLE WIDE MOBIL HOME)



VICINITY MAP (N.T.S)



STATE OF NORTH CAROLINA — PENDER COUNTY

I, _____ REVIEW OFFICER OF PENDER COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

CERTIFICATION OF REGISTRATION BY REGISTER OF DEEDS

PENDER COUNTY NORTH CAROLINA

_____
REGISTER OF DEEDS

MAP OF SURVEY
FOR
RANDALL EDENS
U.S. HWY. 17
HAMPSTEAD NC 28443

TOPSAIL TOWNSHIP – PENDER COUNTY – NORTH CAROLINA
SCALE: 1" = 50' SEPTEMBER 13, 2021

50 0 50 100 150
GRAPHIC SCALE – FEET

Owner
GILTON H. PITTS
PO BOX 1313
HAMPSTEAD NC 28443

F.W. JONES Surveying Company
N.C. LICENSE No. F-1036
P.O. Box 1471
111 East Fremont Street
Burgaw, NC 28425
Ph: (910) 259-2954
Fx: (910) 259-9040
Em: jonessurveying@bellsouth.net

File: PL 21 EDENS RANDAL CROTTS US 117

Pender County
Planning and Community Development

805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

Table of Permitted Uses
Pender County Unified Development Ordinance

5.2.3 Table of Permitted Uses

The Table of Permitted Uses shows those principal uses that are permitted by right, permitted subject to limited use standards, or permitted subject to a Special Use Permit.

TABLE OF PERMITTED USES											
P=Permitted Use D=Permitted w/ Use Standards S=Special Use Approval Required SD=Special Use Approval Required w/ Additional Standards PM=Permitted in conjunction w/ the MDP process											
Use Category Specific Use Type		Residential				Mixed Use	Commercial		Industrial		Special Purpose
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
RESIDENTIAL											
SFD: Detached-Conventional		P	P	P	P	P					
SFD: Detached Zero Lot Line				P		P					
SFD-Attached: Duplex		P	P	P		P					
SFD-Attached: Multiplex				P		P					
SFD-Townhouse (5+ attached)				P		P					
Multifamily (condominium/apartment)				P		P					
Upper Story Residential						P	P	P			
Accessory Dwelling		D	D	P		D					
Accessory Dwelling on Non Residential Principal Uses		D				D			P	P	
Manufactured Home		P	D		P						
Manufactured Home Park					PMD						
ACCESSORY USES AND STRUCTURES											
Accessory Structures		P	P	P	P	P	P	P	P	P	
Cottage Occupations		SD	SD	SD		SD	SD				

Home Occupation		D	D	D	D	D	D				
Agritourism Activities on active farms		D	D	D	D	D	D	D	D	D	D
Sector 21: MINING, QUARRYING, OIL AND GAS EXTRACTION											
Nonmetallic Mineral Mining & Quarrying	2123	S								S	
Except: 212392 Phosphate Rock Mining											
Except: 212321 Borrow Pit Sand Mining			PMDS			PMD					
Sector 22: UTILITIES											
Fossil Fuel Electric Power Generation	221112									S	
Other Electric Power Generation	221119	S	S			S			P	P	
Electric Bulk Power Transmission & Control	221121	S	S	S	S	S	S	S	P	P	
Natural Gas Distribution Except Transmission Lines	221210									P	
Water Supply Facilities*	221310		S			PM				P	
Sewage Treatment Facilities*	221320		S	PMD/S		PMD/S				P	
Except: Sewage Lift Stations*		SD	SD	PMD/S	PMD/S	PMD/S	D	D	D	D	
*County Owned or County Service District Provided Systems=P											

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 23: CONSTRUCTION											
Construction of Buildings	236						D		P	P	
Heavy and Civil Engineering Construction	237						D		P	P	
Specialty Trade Contractors	238						D		P	P	
Sectors 31-33 MANUFACTURING											
Artisan Manufacturing		S	S			P	P		P		
Food Manufacturing	311									P	
Beverage and Tobacco Product Manufacturing	312									P	
Textile Mills	313									P	
Textile Product Mills	314									P	
Apparel Manufacturing	315									P	
Wood Product Manufacturing	321								P	P	
Truss Manufacturing	321214						S		P	P	
Prefabricated Wood Building Manufacturing	321992						S		P	P	
Prefabricated Metal Building and Component Manufacturing	332311						S		P	P	

Paper Manufacturing	322									S	
Converted Paper Product Manufacturing	3222									P	
Printing and Related Support Activities	323								P	P	
Petroleum and Coal Products Manufacturing	324									S	
Synthetic Dye and Pigment Manufacturing	32513									P	
Other Basic Organic Chemical Manufacturing	32519									P	
Resin, Synthetic Rubber & Artificial Synthetic Fibers and Filaments Manufacturing	3252									P	
Pharmaceutical Manufacturing	3254								P	P	
Paint, Coating and Adhesive Manufacturing	3255									P	
Soap, Cleaning Compound and Toilet Preparation Manufacturing	3256									P	
Other Chemical Product and Preparation Manufacturing										P	
Except: 32592 Explosive Manufacturing											
Plastics and Rubber Products Manufacturing	326									P	
Clay Product and Refractory Manufacturing	3271									P	
Ready-Mix Concrete Manufacturing	32732									P	
Concrete Pipe, Brick, & Block Manufacturing	32733									P	

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sectors 31-33 MANUFACTURING											
Other Concrete Product Manufacturing	32739									P	
Gypsum Product Manufacturing	32742									P	
Fabricated Product Manufacturing	332									P	
Machine Shops; Turned Product; and Screw, Nut, and Bolt Manufacturing	3327								P	P	
Machinery Manufacturing	333									P	

Computer & Electronic Product Manufacturing	334								P	P	
Electrical Equipment, Appliance, & Component Manufacturing	335									P	
Transportation Equipment Manufacturing	336									P	
Furniture and Related Product Manufacturing	337								P	P	
Miscellaneous Manufacturing	339								P	P	
Sector 42 WHOLESALE TRADE											
Wholesale Trade	42	S							P	P	
Sectors 44-45 RETAIL TRADE											
Motor Vehicle and Parts Dealers	441	S					P		P		
Furniture and Home Furnishings Stores	442						P		P		
Electronics and Appliance Stores	443	S				P	P		P		
Building Material, Garden Equipment & Supplies Dealers	444	S					P		P	P	
Food and Beverage Stores	445	S	S			P	P		P		
Health and Personal Care Stores	446	S	S			P	P	P	P		
Gasoline Stations	447	S				P	P		P		
Clothing and Clothing Accessories Stores	448	S				P	P		P		
Sporting Goods, Hobby, Book, and Music Stores	451					P	P		P		
Miscellaneous Store Retailers	453	S				P	P				
Non store Retailers	454	S				P	P		P		
Liquefied Petroleum Gas Dealers	454312									P	
Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Air Transportation	481								P	P	
Rail Transportation	482								P	P	
Truck Transportation	484								P	P	
Transit and Ground Passenger Transportation	485								P	P	
Interurban and Rural Bus Transportation	4852						P		P	P	
Taxi and Limousine Service	4853						P		P	P	
School and Employee Bus Transportation	4854								P	P	

Charter Bus Industry	4855								P	P	
Support Activities for Transportation	4881								P	P	
Support Activities for Road Transportation	4884	S					P		P	P	
Postal Services	491110	S	S			P	P	P			
Couriers and Messengers	492						P	P	P	P	
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Warehousing and Storage	493	S							P	P	
Sector 51: INFORMATION											
Information	51					P	P	P	P	P	
Finance and Insurance	52	S	S			P	P	P	P	P	
Sector 53: REAL ESTATE AND RENTAL AND LEASING											
Real Estate and Rental and Leasing	53	S	S			P	P	P	P	P	
Commercial and Industrial Machinery and Equipment Rental and Leasing	5324								P	P	
Sector 54: PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES											
Professional, Scientific, & Technical Services	54	S	S			P	P	P	P	P	
Sector 55: MANAGEMENT OF COMPANIES AND ENTERPRISES											
Management of Companies and Enterprises	55	S	S			P	P	P	P	P	
Sector 56: ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES											
Administrative and Support Services	561	S				P	P	P	P	P	
Solid Waste Collection Public	562111	P	P	P	P	P	P	P	P	P	
Solid Waste Collection Private	562111									S	
Solid Waste Landfill	562212									S	
Solid Waste Combustors and Incinerators	562213									S	

Other Nonhazardous Waste Treatment and Disposal	562219	S					S		S	S	
Remediation Services	562910									S	
Materials Recovery Facilities	562920									S	
All Other Waste Management Facilities	56299									S	
Sector 61: EDUCATIONAL SERVICES											
Educational Services	611	P	S			P	P	P			
Business Schools, Computer & Management Training	6114	S				P		P	P		
Technical and Trade Schools	6115	S				P	P	P	P	P	
Other Schools and Instruction	6116	S				P	P	P	P		
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Ambulatory Health Care Services	621					P	P	P			
Except: Outpatient Mental Health and Substance Abuse Centers	62142						P	S			
Hospitals	622	S				P	P	P			
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Except: Psychiatric and Substance Abuse Hospitals	6222							S			
Except: Outpatient Mental Health and Substance Abuse Hospitals	62142						S	S			
Nursing and Residential Care Facilities	623	S	S			P	P	P			
Except: Residential Mental Retardation, Mental Health & Substance Abuse Facilities	6232	S						S			
Social Assistance	624	S				P	P	P			
Vocational Rehabilitation Services	6243						P	P	P	P	
Sector 71: ARTS, ENTERTAINMENT, AND RECREATION											
Performing Arts Companies	7111	S				P	P				
Spectator Sports	7112	S					P		P		

Promoters of Performing Arts, Sports and Similar Events	7113	S				S	S				
Agents and Managers for Artists, Athletes, Entertainers and Other Public Figures	7114					P	P	P			
Museums, Historical Sites and Similar Institutions	712	S				P	P	P			
Amusement and Theme Parks	713110	S				S	S				
Amusement Arcades	713120						P				
Golf Courses and Country Clubs	713910	S	PM			P					
Fitness & Recreational Sports Centers	713940	S				P	P	P	P		
Bowling Centers	71395					P	P	P	P		
All Other Amusement & Recreation Industries	71399	S				P	P		P		
Aviation Clubs, Recreational	713990	S	S			P	P		P		
Canoeing, Recreational	713990	S	S			P	P		P		
Fishing Clubs, Recreational	713990	S	S			P	P		P		
Flying Clubs, Recreational	713990	S	S			P	P		P		
Guide Services (i.e. Fishing, Hunting, Tourist)	713990	S	S			P	P		P		
Horse Riding, Recreational	713990	P	S								
Outdoor Shooting Ranges	713990	S									
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 72: ACCOMMODATIONS AND FOOD SERVICES											
Hotels and Motels	72111					P	D	D			
Bed and Breakfast Inns	721191	S	S		S	P	P				
All Other Traveler Accommodation	721199	S	S		S	P	P				
RV Parks and Recreational Camps	7212	SD					SD				
Recreational and Vacation Camps	721214	S									S
Rooming and Boarding Houses	721310	S				P	P				
Full Service Restaurants	7221	S				P	P	P	P	P	
Limited Service Eating Places	7222	S				P	P	P	P	P	
Special Food Services	7223	S				P	P	P	P	P	
Drinking Places (Alcoholic Beverages)	7224	S				P	P				

Sector 81: OTHER SERVICES, EXCEPT PUBLIC ADMINISTRATION											
Automotive Repair and Maintenance	8111	S					P		P	P	
Electronic and Precision Equipment Repair and Maintenance	8112	S					P	P	P	P	
Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	8113								P	P	
Personal and Household Goods Repair and Maintenance	8114	S				P	P	P	P	P	
Personal Care Services	8121	P	S			P	P	P	P		
Funeral Homes and Funeral Services	81221	S					P	P	P	P	
Cemeteries and Crematories Except: Private Cemetery	81222	S	S			S	S	S	S	S	
Coin Operated Laundries and Drycleaners	812310	P				P	P				
Dry-cleaning and Laundry Services	812320	S				P	P		P	P	
Linen & Uniform Supply	81233								P	P	
Other Personal Services	8129	S				P	P	P	P		
Pet Care Services	812910	D					D		D	D	
Religious Organizations	8131	P	S			P	P	P	P		
Grant making and Giving Services	8132					P	P	P	P		
Social Advocacy Organizations	8133					P	P	P	P		
Civic and Social Organizations	813410	S	S			P	P	P			
Business, Professional, Labor, Political and Similar Organizations	8139					P	P	P	P		
Public Administration	92	P	P	P	P	P	P	P	P	P	
			Zoning Districts								
Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
MISCELLANEOUS USES											
Adult and Sexually Oriented Businesses									S	S	
Adult Retail									S	S	
Bona fide Farm Purposes		D	D	D	D	D	D	D	D	D	D

Child Care Center		P	S			S	P	P			
Community Boating Facility		SD	SD	SD	SD	SD					
Community Boating Facility in conjunction with a Master Development Plan		SD	PMD	PMD	PMD	PMD					
Disaster Volunteer Housing		D	D	D	D	D	D	D	D	D	
Family Care Home		D	D	D	D	D					
Family Child Care Home		P	P			P	P	P			
Industrial Park										SD	
Marina (Commercial)		SD	PMD			PMD					
Portable Storage Containers		D	D	D	D	D	D	D	D	D	
Private Cemetery less than 6,000 sq. ft.		D	D				D	D	D		
Private Cemetery 6,000 sq. ft. and larger		S	S				S	S	S		
Public Parks		P	P	P	P	P	P	P	P	P	
Private Residential Boating Facility		D	D	D	D	D					
Salvage Operations		S								D	
Storage of Merchandise, Materials or Equipment On Site Inside or Outside An Enclosed Building, Excluding Salvage		S							P	P	
Storage of boats and watercraft outdoors or on dry stack structures							S				
Sweepstakes Center							SD		SD	SD	
Telecommunication Facilities		SD	SD			SD	SD	SD	SD	SD	
Telecommunication Facilities – Public Safety		SD	SD			SD	SD	SD	SD	SD	
Temporary Manufactured Homes		P	P			P					
Temporary Modular/Manufactured Offices						P	P	P	P	P	
Temporary Fruit & Vegetable Stands		P	P								
Temporary Buildings for Construction or Development		D	D	D	D	D	D	D	D	D	
Temporary Events		D					D	D	D	D	

Pender County
REZONE 2021-26

TO:	Board of County Commissioners
FROM:	Greg Feldman
DATE:	February 22, 2022
SUBJECT:	REZONE 2021-26

SUMMARY:
Sonya and Randall Edens, applicant and owner, are requesting approval of a Conditional Zoning Map Amendment to rezone approximately 3.64 acres of land located on the northern corner of the intersection of NC HWY 210 and Whispering Pines Court from RP, Residential Performance zoning district to GB-CZ4, General Business Conditional Zoning District 4 in order to develop a Recreational Vehicle (RV), Boat, and Trailer Storage Lot. The subject property is located in the Topsail Township and may be further identified by Pender County PIN 3283-10-9257-0000.

ACTION REQUESTED:
Approval to Rezone

ATTACHMENTS:
REZONE 2021-26 Staff Report BOCC
REZONE 2021-26 Application
REZONE 2021-26 Narrative
REZONE 2021-26 Proposed Site Plan
Attachment 1 - Public Input Meeting Package
Attachment 2 - TRC Comments Package

STAFF REPORT FOR REZONE 2021-26
CONDITIONAL REZONING APPLICATION

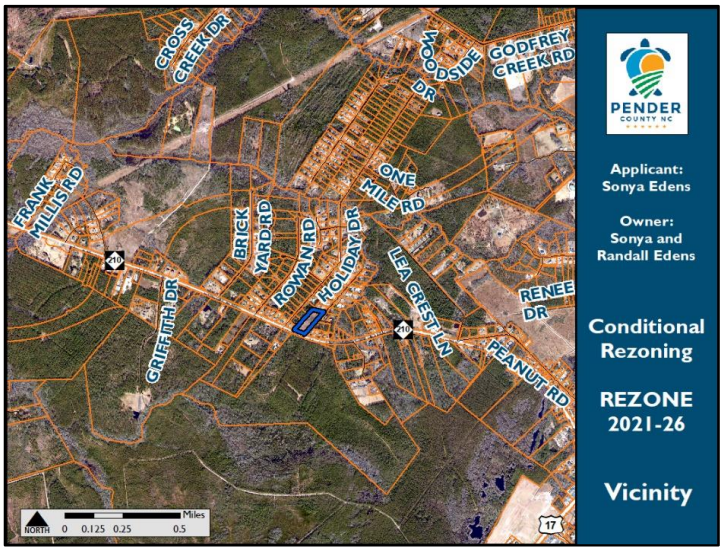
APPLICATION SUMMARY	
Case Number	REZONE 2021-26
Hearing Dates	November 2, 2021 Planning Board (Tabled) January 4, 2022 Planning Board February 22, 2022 Board of Commissioners
Applicant	Sonya Edens
Property Owner(s)	Randall and Sonya Edens
Parcel Identification Number	3283-10-9257-0000
Acreage	3.64
Township	Topsail
Current Zoning District	RP, Residential Performance
Proposed Zoning District	GB-CZ4, General Business Conditional Zoning District 4
Pender 2.0 Future Land Use Category	Medium Density Residential

CONDITIONAL REZONING PROPOSAL

Sonya and Randall Edens, applicant, and owner, are requesting approval of a Conditional Zoning Map Amendment to rezone approximately 3.64 acres from RP, Residential Performance zoning district to GB-CZ4, General Business Conditional Zoning District 4 in order to develop a Recreational Vehicle (RV), Boat, and Trailer Storage Lot.

LOCATION

The subject property consists of one tract of land and is located on the northern corner of the intersection of NC HWY 210 and Whispering Pines Court in the Topsail Township.



PLANNING BOARD ACTION

The Planning Board considered this application at the November 2, 2021 meeting. At the meeting, the Planning Board tabled the request (5-1) for the applicant to provide additional information and detail regarding the landscaping, buffering, and fencing around the perimeter of the proposed RV, Boat, and Trailer Storage lot. In addition, the Board requested the applicant improve the current condition of Whispering Pines Court.

As a result of the discussion at this hearing, the applicant has obtained the requested information to present to the Board and has agreed to 8 conditions of approval as outlined below.

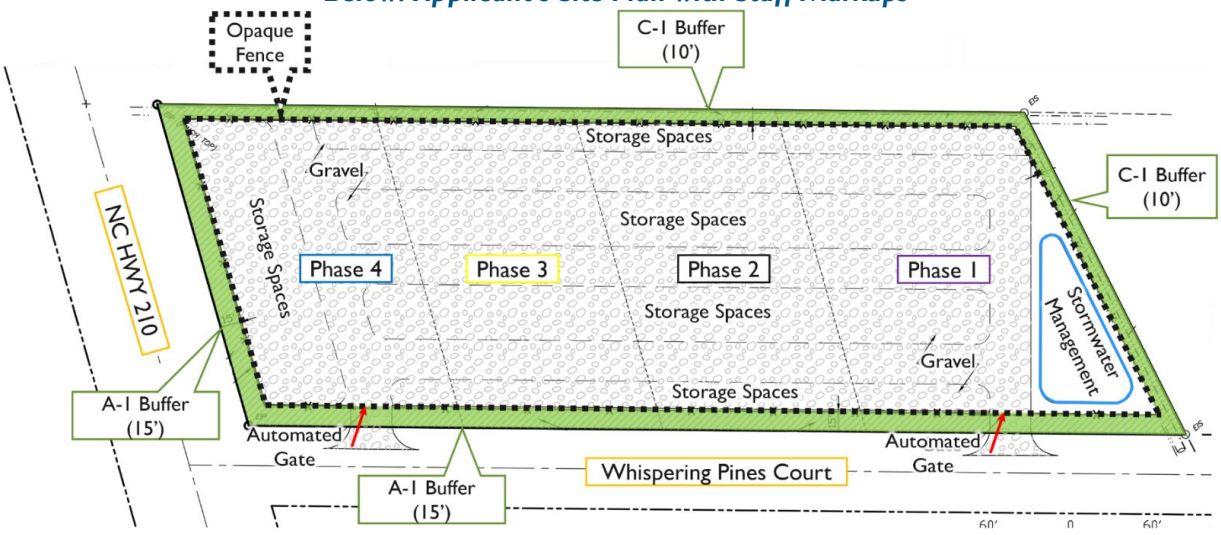
CONDITIONAL REZONING PROPOSAL

The applicant is proposing to rezone approximately 3.64 acres from RP, Residential Performance zoning district to GB-CZ4, General Business Conditional Zoning District 4 to allow for an outdoor Recreational Vehicle (RV), Boat, and Trailer Storage Lot. The proposed storage lot will be fenced with two automated gates, allowing it to be a 24-hour, self-serve business for customers to drop off or pick up their vehicles at their convenience.

According to the applicant, no structures are currently proposed on the subject site, however, if at some point in the future a building is proposed, all applicable setbacks and landscaping buffers must be met in accordance with this conditional district request. In addition, any changes to an approved conditional zoning district or to the standards, uses, requirements, or conditions attached to the approved conditional zoning district will be required to follow the same review procedures as the original Conditional Rezoning, including Planning Board and Board of County Commissioners consideration.

According to the applicant's site plan, the subject site will be developed in four phases with at-grade gravel surfacing (parking). Additional information regarding the development is detailed in subsequent sections in this report.

Below: Applicant's Site Plan with Staff Markups



Below: Aerial of the Subject Site



Dimensional Requirements

Dimensional standards within the conditional zoning districts are specific to individual parcels or parcels included in a conditional rezoning application and submitted site plan. The applicant is proposing the below minimum dimensional standards and are to be applied uniformly to all buildings and vehicle storage areas on the subject property.

Proposed Setback Standards in GB-CZ4		
Property Boundaries	**Minimum Structure Setbacks**	**Minimum Storage Area Setbacks**
Front (NC HWY 210)	25’	15’
Side (Whispering Pines Ct)	10’	15’
Side (Opposite Whispering Pines Ct)	10’	10’
Rear (Opposite NC HWY 210)	10’	10’
Corner	12’	12’
Max. Building Height	40’	N/A
Structure Separation	20’	N/A

Any changes to an approved conditional zoning district or to the standards, uses, requirements, or conditions attached to the approved conditional zoning district will be required to follow the same review procedures as the original Conditional Rezoning, including Planning Board and Board of County Commissioners consideration. If a property is not included in a master development plan, dimensional standards must be reviewed and approved by the Planning Board.

Allowable Uses

In accordance with Section 3.3.9.B of the Pender County Unified Development Ordinance (UDO), all proposed uses shall be specified in the conditional rezoning application and submitted site plan. All proposed uses included on the applicant's submittal are sourced from Section 5.2.3 of the UDO and are permitted as part of a conditional zoning district. The proposed uses for the subject property are included in the table below.

Proposed Allowable Uses in GB-CZ4	
NAICS Code/Use Type	**Use**
53	Real Estate and Rental & Leasing; Specifically Recreational Vehicle (RV) and Trailer Storage
Miscellaneous Use: Storage of boats and watercraft outdoors or on dry stack structures	Outdoor boat and watercraft storage

All other uses not included in this conditional rezoning request are subject to subsequent review and approval by the Planning Board and Board of County Commissioners through the same conditional rezoning process as originally submitted.

TRANSPORTATION INFRASTRUCTURE

Access

Access to the subject site is proposed via Whispering Pines Court, a private, local road that connects directly to NC HWY 210, an NCDOT maintained Minor Arterial Road based on the WMPO Functional Classification Map. As proposed, the subject site will be accessed via two driveways connections along the northern portion of Whispering Pines Court. If approved, the location of these driveways will be verified by NCDOT and the Fire Marshal's office as part of the Technical Review Committee (TRC) review process. Any changes to the location of these driveways may be subject to subsequent review by the Planning Board and Board of County Commissioners via a conditional rezoning amendment application.

Traffic

A Traffic Impact Analysis (TIA) is not required for the proposed conditional district because it is estimated to generate less than 100 trips in the morning and evening peak hours and less than 1,000 trips per day. According to the Wilmington Urban Area Metropolitan Planning Organization (WMPO), the proposal is not expected to substantively increase the average daily trips on both NC HWY 210 and Whispering Pines Court. However, any traffic requirements will be addressed by NCDOT during the Driveway Permitting process, if required, and will be required to be compliant with their standards.

Because a Traffic Impact Analysis is not required at this time, the volume to capacity ratio for NC HWY 210 near the subject site has been provided. This ratio is based on average daily trips and the design characteristics of a given roadway, which can provide a general idea of the function of such roadway. Based upon the available volume to capacity data, NC HWY 210 in this area has capacity to handle the anticipated traffic volume increases as result of the proposed rezoning.

NCDOT Average Annual Daily Traffic (AADT) – 2019; WMPO Roadway Capacities – 2019

Road	Location	Volume	Capacity	V/C
NC HWY 210	1500-1600 Block	9,300	20,942	0.44

Parking
The UDO does not establish parking minimums for RV, Boat, and Trailer Storage lots. As proposed, the subject site's drive aisles and the RV, Boat, and Trailer storage areas will consist of an all-weather surfacing material (i.e. gravel). The submitted site plan is found to be in conformance with the UDO at this time. However, parking will be reevaluated through the zoning approval process for conformance with all other parking design standards.

Landscaping and Buffering
The table below outlines the required buffers in the GB, General Business zoning district based on the adjacent land uses to the subject property, all of which are to be applied to this conditional district. As proposed, the submitted site plan illustrates the type of buffer along each property boundary, all of which are compliant with UDO requirements. Landscaping and buffering will be reevaluated through the zoning approval process for conformance with all other landscaping and buffering standards.

Required and Proposed Buffers for GB-CZ4	
Buffer Type	**Location of Buffer**
Type A	Adjacent NC HWY 210 & Whispering Pines Court
Type B[1]	Along all other boundaries
Type C	Adjacent to all single-family residential uses

[1] Not applicable for the proposed GB-CZ4 zoning district.

OTHER INFRASTRUCTURE

Utilities
According to available GIS data, Pender County Utilities (PCU) has a water main on the development's side of NC HWY 210, indicating public water services are available through PCU. Any connection to this system would require review and approval from PCU.

Based on comments provided by Pluris Hampstead, LLC, private wastewater lines are not in the vicinity of the subject property. Unless another wastewater service provider can be utilized, any proposed development may be required to design an on-site wastewater system. Any final zoning approvals are contingent upon review and approval by all appropriate local and state agencies.

Schools
The proposed non-residential use will have no impact on the school districts in the area.

Stormwater
As proposed, the subject property's stormwater facility will be constructed near the northern property boundary. Please refer to the site plan illustrated on Page 2 of this report. Although not engineered and designed at this time, any stormwater facility is required to meet the standards outlined in Section 7.9 of the UDO. Compliance with these standards will be verified during TRC review if this request is approved. Certification from a licensed engineer that the project meets these requirements shall also be required at administrative approval of the development, and all necessary state permits will be required prior to administrative approval for land disturbing activities.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain any Special Flood Hazard Areas[1].
Wetlands	Portions of the subject property may contain wetlands[2]. The location of any wetlands will be verified during the site development plan review process, and any development within wetlands is subject to review and approval from the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[3].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps from the NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the North Carolina Department of Environmental Quality (NCDEQ)

External Permits
If approved, all applicable local, state, and federal agency permits including, but not limited to a Stormwater Management permit, Sedimentation and Erosion Control permit, wetlands impact permits, etc. will be required prior to the approval zoning approval.

PUBLIC INPUT MEETING

The applicant held a public input meeting at the subject property on Monday, October 11, 2021. According to the information provided by the applicant, 3 nearby residents attended the meeting citing concerns regarding access, roadway maintenance of Whispering Pines Court, and stormwater. Attendees also had general inquiries regarding access via NC HWY 210, proposed fencing, and hours of operation. A summary of the report provided by the applicant can be found in Attachment 1 of the Board's packet.

PUBLIC NOTICE

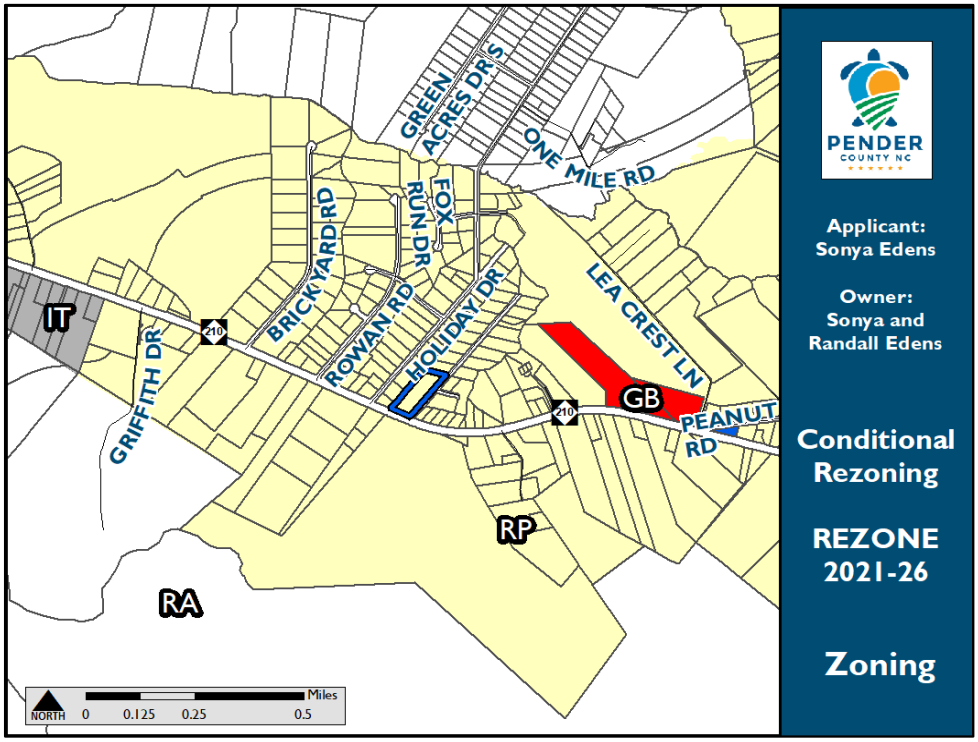
Public Notice for the Conditional Rezoning has been advertised in the Pender-Topsail Post and Voice. In addition, all adjacent property owners within 500' of the proposed development have been given written notice of this request, and a public notice sign has been placed on the subject site.

TECHNICAL REVIEW COMMITTEE (TRC) RESPONSES

On October 15, 2021, the proposed conditional rezoning site plan was sent to the Pender County Technical Review Committee for review. All Technical Review Committee comments can be found in Attachment 2 of the Board's packet.

EVALUATION

Below: Zoning Map of the Area

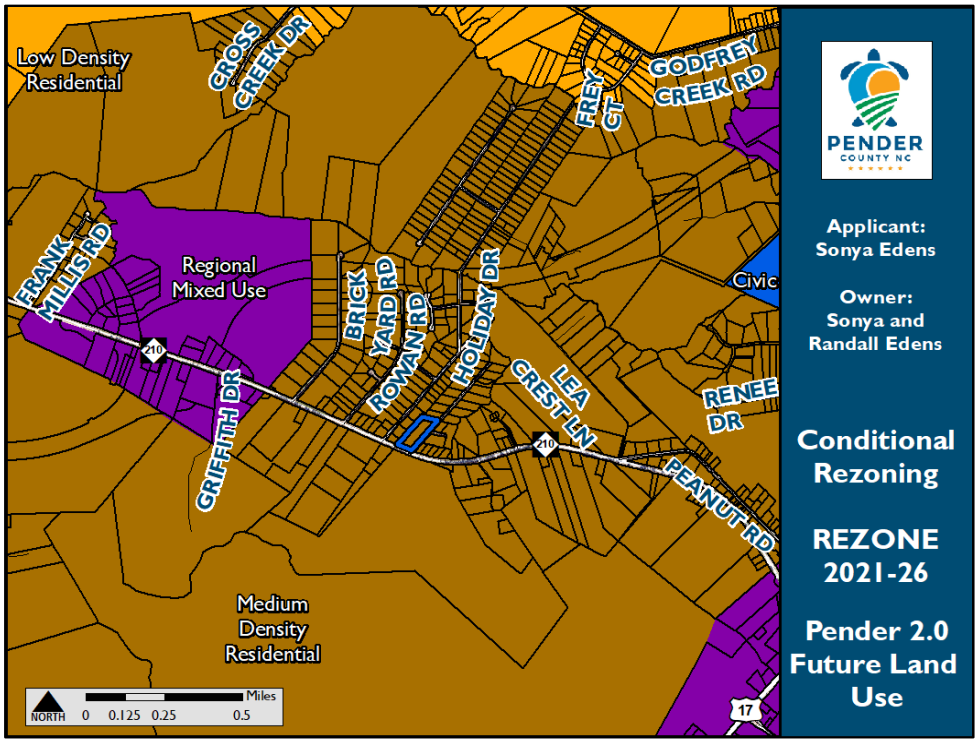


CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Single-Family Residential, Undeveloped	RP, Residential Performance
East[1]	Single-Family Residential, NC HWY 210 Right-of-Way, Undeveloped	RP, Residential Performance
South	Undeveloped	RP, Residential Performance
West[2]	Single-Family Residential, Undeveloped	RP, Residential Performance

[1] A cluster GB, General Business zoning district is located on the same side of NC HWY 210, approximately 0.25 miles east of the subject site.

[2] A cluster of IT, Industrial Transitional zoning district is located on the opposite side of NC HWY 210, approximately 0.75 miles west of the subject site. Prior to right-of-way acquisition associated with the Hampstead Bypass, Pender EMS & Fire Station #28, Carolina Storage, and D&D Glass Company were located within this cluster. However, due to that NCDOT project, those uses are no longer in operation.

Pender 2.0 Comprehensive Land Use Plan Compliance: The Pender 2.0 Comprehensive Land Use Plan designates the subject property as Medium Density Residential. The Medium Density Residential future land use category is established in areas with proximity to supporting services and a mixture of development types. Appropriate uses are single-family residences, duplexes, townhomes, community recreation and open space uses, and neighborhood-scale institutional uses such as religious and civic organizations.



Although this category is established to primarily include residential uses, some non-residential uses may be consistent if included within master planned communities with well-integrated neighborhood-scale commercial and office uses. The Pender 2.0 Comprehensive Land Use Plan defines "neighborhood scale" as development that conforms to the neighborhood fabric, and the footprint of neighborhood scale structures is typically limited to 15,000 square feet with parking facilities less than 20,000 square feet in area. Inappropriate uses for the Medium Density Residential future land use category are industrial and manufacturing uses, along with commercial office uses not located within a master planned community.

Planning staff find that the request is inconsistent with the Medium Density Residential future land use category because the proposed conditional district does not align with the context of a master planned community as desired by Pender 2.0, and only non-residential developments in a master planned community context are considered appropriate in these areas.

While the proposed zoning map amendment request conflicts with the Future Land Use Map, it is supported by one policy within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.K: Commercial Development:** The County supports a wide range of commercial development, particularly those businesses that provide needed services to residents and visitors, provided that the impacts on traffic are minimized.

The proposed conditional rezoning is consistent with the above policy because the proposed use has the ability to provide a needed service to nearby residents and visitors. It is also not anticipated that the proposed use will generate a substantial amount of traffic and impact travel times in the vicinity.

In addition to conflicting with the Future Land Use Map, the proposal was found to conflict with the following two policies within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.D: Focused Growth and Development:** The County supports a growth pattern that includes low density single-family residential communities, but also allows for the strategic placement of higher density residential, mixed uses, and commercial development to accommodate and support future population growth, where necessary infrastructure exists or is planned.

> **Policy 5.1.H: Mixed Use Development:** The County supports a wide range of commercial and residential development at varying intensities, when appropriately located, and provided that impacts to adjacent property owners and traffic congestion is mitigated.

While the proposal would allow for non-residential uses to be established, the Future Land Use Map's preferred growth scenario designates specific areas for non-residential development while reserving others for primarily commercial development. In the Medium Density Residential future land use category, non-residential uses are only supported in the context of a master planned community. The proposed general use rezoning does not meet this standard.

Unified Development Ordinance Compliance: Section 3.3.5 of the Unified Development Ordinance provides for standards that shall be followed by the Planning Board and Board of County Commissioners before a favorable recommendation of approval for a rezoning can be made. These standards include evaluating proposals against whether adequate public facilities/services (i.e. water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change. The standards have been outlined in this report for consideration by the Planning Board and Board of County Commissioners.

In addition, when evaluating an application for the establishment of a conditional zoning district, the reviewing bodies shall consider the following:

3.3.9.B.3 Review Approval Criteria for Conditional Rezoning

i. The Approval Criteria for a Rezoning (Section 3.3.5).

ii. That the application meets the intent of a conditional rezoning, per this subsection.

iii. That the contents of the application are complete, sufficient, and recorded appropriately either as conditions of approval or on the associated site plan or preliminary plat, and that the appropriate procedures have been followed.

iv. The potential impacts and/or benefits on the surrounding area and adjoining properties.

v. The report of results from the public input meeting.

vi. That sufficient guarantee is in place or can be made that any off-site impacts generated by the proposed project shall be mitigated appropriately at the time the need for the mitigating action is generated.

CONDITIONS OF APPROVAL

In accordance with Section 3.3.9.B.4 of the Pender County UDO, the Planning Board and the Board of County Commissioners can add reasonable and appropriate conditions based on mutually established goals with the Applicant and adjacent property owners. Conditions may address parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, stormwater drainage, the provision of open space, and other matters that the participants in the public input meeting, staff, Planning Board and County Commission find appropriate or the petitioner may propose.

Planning staff have identified the following conditions of approval to consider when making a motion for this request. The applicant has agreed to the following conditions for the proposed GB-CZ4 district:

1. The property owner shall construct a 10-foot-tall fence and install fencing slats along all property lines.
2. The property owner shall construct a 4- to 6-foot-tall berm in addition to the required buffer along the property line adjacent to NC HWY 210.
3. The property owner shall maintain, and keep in good condition, the fencing and landscaping along all sides of the RV, Boat, and Trailer Storage Lot.
4. All light fixtures located on site shall only cast light onto areas designated for storage and shall not cast light onto any neighboring properties. All light fixtures shall be shown on Major Site Development Plan application and shall be reviewed for conformance with the Unified Development Ordinance and this condition at the point of final zoning review prior to the opening of the site to the public.
5. No occupancy of vehicles, RVs, trailers, boats, or trucks shall be permitted on the site.

6. Prior final zoning approval, the applicant shall improve the portion of Whispering Pines Court adjacent to the site and have a 3rd party engineer certify the road was built to a higher level of standard than its current state.
7. Vehicles taller than 12 feet in height shall be stored within the inner two storage areas of the site. No vehicles greater than 12 feet in height shall be parked in the exterior storage areas along the perimeter of the site. Measurement shall be taken from the established grade to the highest point of the boat or vehicle, excluding any antennas.
8. The two gates providing access into the site shall be remote activated.

RECOMMENDATION

Planning Staff is submitting the proposal for Board of Commissioners disposition. After being tabled at their November 2, 2021 meeting, the Pender County Planning Board voted at their January 4, 2022 meeting to recommend conditional approval of the Conditional Zoning Map Amendment as detailed in this report, with the eight (8) conditions of approval listed above. Planning Staff find the proposed conditional rezoning to be in conformance with the Pender County Unified Development Ordinance. However, while the proposal was found to be consistent with one policy within the Pender 2.0 Comprehensive Land Use Plan, the proposal was found to conflict with the Future Land Use Map as well two policies within Pender 2.0. Based on these conflicts with Pender 2.0, Planning staff respectfully recommend denial of the request as outlined in this report.

BOARD OF COMMISSIONERS CONSISTENCY STATEMENT:

TO APPROVE: Motion to approve the Conditional Zoning Map Amendment and to make a finding that although the request is inconsistent overall with the Pender 2.0 Comprehensive Land Use Plan, the approval is consistent with the following policy in the Pender 2.0 Comprehensive Land Use Plan:

- **Policy 5.1.K**

And the proposal is reasonable and in the public interest because [INSERT REASONING] …

TO DENY: Motion to deny the Conditional Zoning Map Amendment and to make a finding that the proposal is inconsistent with the Medium Density Residential future land use category in the Pender 2.0 Comprehensive Land Use Plan, and the following policies in the Pender 2.0 Comprehensive Land Use Plan:

- **Policy 5.1.D**
- **Policy 5.1.H**

The proposed conditional rezoning is not consistent with the Medium Density Residential future land use category classification in the Pender 2.0 Comprehensive Land Use Plan due to its allowance for a non-residential use outside the context of a master planned community, the only instance in which non-residential uses are desired in these areas.

PLANNING BOARD ACTION FOR GB-CZ4 CONDITIONAL DISTRICT November 2, 2021

MOTION	SECONDED
Buchanan	Gruntfest

APPROVED	TABLED	DENIED	UNANIMOUS
–	YES	–	–

McClammy	Jordan	Beaudoin	Buchanan	Gruntfest	Pitts	Teachey
YES	YES	Absent	YES	YES	YES	NO

PLANNING BOARD ACTION FOR GB-CZ4 CONDITIONAL DISTRICT January 4, 2022

MOTION	SECONDED
Pitts	Buchanan

APPROVED	TABLED	DENIED	UNANIMOUS
YES	-	-	-

McClammy	Jordan	Beaudoin	Buchanan	Gruntfest	Pitts	Teachey
YES	YES	ABSENT	YES	YES	YES	NO

APPLICATION FOR CONDITIONAL REZONING

THIS SECTION FOR OFFICE USE			
Application No.	**ZMA-CD**	**Date**	
Application Fee	**$**	**Invoice Number:**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION

Applicant's Name:	Sonya Edens	**Owner's Name:**	Randall & Sonya Edens
Applicant's Address:	15226 US Hwy 17	**Owner's Address:**	15226 US Hwy 17
City, State, & Zip	Hampstead, NC 28443	**City, State, & Zip**	Hampstead, NC 28443
Phone Number:	910-619-1737	**Phone Number:**	910-619-1737
Email Address:	Sonya@rscengineering.com	**Email Address:**	sonya@rscengineering.com

Legal relationship of applicant to landowner: Same

SECTION 2: PROJECT INFORMATION

Property Identification Number (PIN):	3283-10-9257-0000	**Total property acreage:**	3.64
Current Zoning District:	RP	**Proposed Zoning District:**	CZ GB
Project Address or Location:	NC 210 and Whispering Pines Ct.		

Proposed Uses to be Considered (Include NAICS Code):

Sector 53: Real Estate and Rental and Leasing (RV and trailer storage)
Miscellaneous Uses: Storage of boats and water craft

Proposed Uses to be Eliminated from Consideration (Include NAICS Code):

SECTION 3: SIGNATURES

Applicant's Signature	Sonya B. [illegible]	**Date:**	9/9/21
Applicant's Name Printed	Sonya Edens	**Date:**	9/9/21
Owner's Signature		**Date:**	
Owner's Name Printed		**Date:**	

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Rezoning Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing.
4. All fees are non-refundable
5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda

Conditional (Zoning Map) Amendment Checklist

☑	Signed application form
☐	Application fee - NA
☑	A list of names and addresses, as obtained from the county tax listings & tax abstract, all adjacent property owners, including property owners directly across any road or road easement, & owners of the property under consideration for rezoning.
☑	Two (2) business size envelopes legibly addressed with **first class** postage for each of the adjacent and abutting property owners on the above list.
☑	Accurate legal description or a map drawn to scale showing the property boundaries that are to be rezoned, in sufficient detail to for the rezoning to be located on the Official Zoning Map.
☑	12 (11"x17") map copies to be distributed to the Planning Board
☑	20 (11"x17") map copies to be distributed to the Board of Commissioners
☑	Digital (.pdf) submission of all application materials
☐	Public Input Meeting Report (Section 3.4.3 or see Public Input Meeting on the first page of this application)
☑	A description and/or statement of the present and proposed zoning regulation or district boundary and stating why the request is being made and any information that is pertinent to the case. If the owner and applicant are different, the letter must be signed by both parties. - Narrative
☑	All applications which specify an intended use must include a generalized site development plan drawn to a suitable scale, supporting information and text which specifies the use or uses intended for the property and any development standards to be approved concurrently with the rezoning application
☑	A generalized site development plan shall include the following items: ☐ A vicinity map drawn to a suitable scale which illustrates adjacent or nearby roadways, railroads, waterways & public facilities. ☐ A (metes and bounds) boundary of the parcel or portion of the parcel to be rezoned and developed. ☐ All existing easements, reservations and rights of way. ☐ Delineation of all Areas of Environmental Concern including but not limited to federal jurisdictional wetlands. ☐ For residential uses, the number of units, heights and a generalized location. For non-residential uses, the height, approximate footprint and location of all structures. ☐ If a known use is proposed: Traffic impact report, parking and circulation plans illustrating dimensions, intersections and typical cross sections. ☐ All proposed setbacks, buffers, screening and landscaping. ☐ Phasing. ☐ Signage. ☐ Outdoor lighting. ☐ Current zoning district designation and current land use status. ☐ Other information deemed necessary by the Administrator, Planning Board, or Board of Commissioners, including but not limited to a Traffic Impact Analysis or other report from a subject matter expert.

Office Use Only

ZMA-CD Fees: (*$500.00 for first 5 acres; $10/acre thereafter up to 1,000 acres; $5/acre thereafter)*				**Total Fee Calculation: $**			
Attachments Included with Application: (Please include # of copies)							
CD /other digital version	☐ Y ☐ N	Plan Sets	# of large	# of 11X17	Other documents/Reports	☐ Y ☐ N	
Payment Method:	**Cash :** ☐ $_____		**Credit Card:** ☐ Master Card ☐ Visa		**Check:** ☐ Check # _____		
Application received by:						**Date:**	
Application completeness approved by:						**Date:**	
Dates scheduled for public hearing:	☐ **Planning Board:**				☐ **Board of Commissioners:**		

Conditional Rezoning Standards Checklist

When submitting a conditional rezoning application, the site plan and supporting materials must provide proposed standards for a variety of standards which are guided by the zoning district. This may be by requesting custom standards or by requesting the existing standards of an existing general use zoning district. Please provide proposed standards for:

☐	Maximum density – n/a
☑	Setbacks (Front, side, rear, corner)
☐	Minimum lot width/Minimum chord length at the right-of-way for cul de sacs – n/a
☐	Structure separation – n/a
☐	Minimum lot size – n/a
☐	Maximum building height – n/a
☑	Permitted uses (Including NAICS code)
☑	Buffer standards (Depth, number and type of vegetation per 100 linear feet)
☑	Sign standards to the extent that the UDO's requirements are zoning district-specific

Where desired, the applicant must explicitly request varying standards for different uses within the conditional zoning district.

Conditional rezoning applications may not be used to vary from the general standards of the ordinance, including but not limited to:

- Traffic Impact Analysis thresholds
- Stormwater regulations
- Open space/recreational unit requirements
- Street design standards
- Off-street parking standards
- HOA requirements
- Water and wastewater requirements

The Pender County Planning Board and Board of County Commissioners may approve or deny the request entirely, or approve with modifications. Additionally, In approving a petition for the reclassification of property to a conditional zoning district, the Planning Board may recommend, and the Board of Commissioners request that the applicant add reasonable and appropriate conditions to the approval of the petition.

Narrative

NC 210 & Whispering Pines Court

(Proposed Rezone from RP to CZGB)

The request being submitted is to rezone parcel (PIN 3283-10-9257-0000) from RP (Residential Performance) to CZGB (Conditional General Business). The parcel is located at the corner of NC 210 and Whispering Pines Court in Hampstead. It is 3.64 acres in size and is currently vacant. The request to rezone is driven by lack of commercial properties along this section of NC 210 and by the rapid growth and development of residential areas in the Hampstead area. The parcel is located along the stretch between NC 210 and the future bypass which makes the entire corridor a candidate for future GB zoning. It is likely with the bypass construction, this corridor will become more commercial and less residential over time. There are a few parcels currently zoned GB along the NC 210 roadway. The range of uses permitted in the GB zoning district may cause concern from nearby residential property owners. To mitigate this concern, the proposal is for a Conditional General Business Rezoning with the details as summarized below. We believe this use is a need and a good fit for a major highway that provides access from one side of the county to the other. The change of zoning shall not provide any additional burden on the public facilities and services that currently serve the parcel. The proposed change is consistent with the Future Land Use Map which shows Regional Mixed Use in the bypass corridor. In a time where the county is looking to slow the residential growth to allow public facilities and services to catch up, it is a great opportunity to allow for some commercial growth such that the growing population can be adequately serviced.

Uses Proposed:

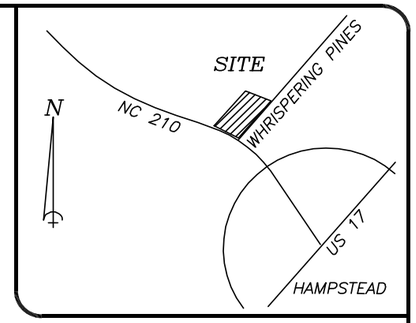
- Sector 53: Real Estate and Rental and Leasing
  - RV and trailer storage
  - Permitted use in GB Zoning
- Miscellaneous Uses: Storage of boats and water-craft outdoors
  - Boat and water-craft storage
  - Permitting via Special Use in GB Zoning

Setbacks & Dimensional Requirements:

- Shall be the same as outlined in the Dimensional Requirements Table
  - Minimum Front Yard Setback: 25'
  - Minimum Side Yard Setback: 10'
  - Minimum Rear Yard Setback: 10'

9/9/21

NOTES
1. SIGN SHALL BE LOCATED ALONG NC210.
2. LOW AMBIANT SECURITY LIGHTING AROUND PERIMETER. SHALL BE NEIGHBOR FRIENDLY.
3. PROPOSED USE = RV, TRAILER AND BOAT STORAGE
4. SET BACKS = 25' FRONT
   10' SIDE
   10' REAR



VICINITY MAP
NOT TO SCALE

NORTH

N.C. HWY. No. 210 (100' PUBLIC R/W)

LOT 23A
MB 19, PG 23

LOT 23
MB 14, PG 4

LOT 22
MB 14, PG 4 3

LOT 21
MB 14, PG 4

OPAQUE FENCE

BUFFER C1 (10')

N 44°35'00"E 687.00'

10'

EX. DITCH

EIP (WITH TOP)

EIS

STORAGE SPACES

GRAVEL

N 61°32'00"W 244.60'

STORAGE SPACES

PHASE 4

PHASE 3

PHASE 2

PHASE 1

STORAGE SPACES

STORAGE SPACES

15'

BUFFER A1 (15')

OPAQUE FENCE

EIP

GATE

S 44°35'00"W 738.18'

BUFFER A1 (15')

GRAVEL

GATE

EX. DITCH

10'

OPAQUE FENCE

BUFFER C1 (10')

S 72°05'00"E 268.57'

BRENDA L. CLARK
DB 4149, PG 193

EX. 36" HDPE PIPE

STORMWATER MANAGEMENT

EIS

WHISPERING PINES COURT (60' PRIVATE R/W)

60' 0 60' 120'

SCALE: 1"=60' (Horiz.)

RSC Engineering, PLLC

DESIGN & MAINTENANCE
OF ALTERNATIVE LAND USES

RSC ENGINEERING, PLLC
15226 US HWY 17
HAMPSTEAD, NORTH CAROLINA 28443
PHONE: 910.270.9599 ~ FAX: 910.270.9592
E-Mail: sonya@rscengineering.com

EDENS PROPERTY

WHISPERING PINES COURT
TRACT 3 DEED BOOK 3902 PAGE 287
TOPSAIL TOWNSHIP – PENDER COUNTY – NORTH CAROLINA

CZGB
CONDITIONAL REZONE

DATE:	08/30/2021
SCALE:	1" = 60'
JOB #	XXXXX
DRAWN BY:	JAR
SHEET	1

Whispering Pines Public Input Meeting Summary

Meeting Details:

- Date: Monday, 10/11/21
- Time: 5pm
- Location: Whispering Pines Site

Attendees:

- Randall & Sonya Edens (Applicants/Owners)
- Brenda Clark (204 Whispering Pines Court)
- Doug Johns (270 & 209 Whispering Pines Court)
- Aubrey Engle (1554 NC Hwy 210 W)
- Donna King (303 Pine Court) – email response (not in attendance)

Summary:

- Provided brief history of why the property is submitted for conditional rezoning (vs. general rezoning)
- Discussed other projects in the area to provide some idea of who we are and how we do things
- Access
    - Concern about the maintenance of the roadway of Whispering Pines Court – it is currently maintained as best possible with only a few of the homeowner's providing assistance
    - Would be an option to have access off of NC 210 W
    - Are (2) entrances needed off of Whispering Pines Court
- Drainage
    - There is concern of controlling stormwater – how does this impact that in the future?
    - Discussed natural drainage patterns for the area in general
- Security & Hours
    - What type of fencing would be around the site?
    - What hours would be available for customers to come in/out?

Results:

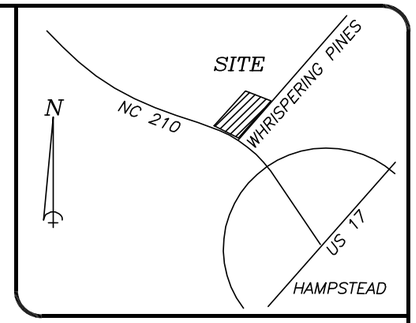
- Access
    - We will look into an access off of NC 210 W, but this will be driven by NCDOT requirements and ability to add a driveway cut.
    - We will look at modifying the site plan to eliminate one of the driveways off of Whispering Pines Court and locate the single driveway as close to NC 210W as feasible.

- Drainage
    - E&SC permit issued (PENDE-2022-009)
    - Drainage and stormwater plans to come pending rezoning approval
- Security & Hours
    - Fence and buffers as shown on the plans
    - Anticipate no onsite staff – all info handled online and customers have access via remote openers to the gate, codes via app on phone, etc. With this route, there is no need to limit access hours.
    - Based on discussion with owners of similar facilities, there is little to no access during off hours (between 9pm – 6am).

Whispering Pines Public Input Meeting
Attendance Roster
Monday, 10/11/21 @ 5pm

Name	Address	Phone	Email
Brenda Clark	204 Whispering Pines ct	(910) 352-3425	
DOUG JOHNS	207 & 209 Whisper Pines	9102703702	
Aubrey Engle	1554 NC Hwy 210 West	9102742978	

NOTES
1. SIGN SHALL BE LOCATED ALONG NC210.
2. LOW AMBIANT SECURITY LIGHTING AROUND PERIMETER. SHALL BE NEIGHBOR FRIENDLY.
3. PROPOSED USE = RV, TRAILER AND BOAT STORAGE
4. SET BACKS = 25' FRONT
   10' SIDE
   10' REAR



VICINITY MAP
NOT TO SCALE

NORTH

N.C. HWY. No. 210 (100' PUBLIC R/W)

LOT 23A
MB 19, PG 23

LOT 23
MB 14, PG 4

LOT 22
MB 14, PG 4 3

LOT 21
MB 14, PG 4

OPAQUE FENCE

BUFFER C1 (10')

N 44°35'00"E 687.00'

10'

EX. DITCH

EIP (WITH TOP)

EIS

STORAGE SPACES

GRAVEL

EX. DITCH

10'

OPAQUE FENCE

BUFFER C1 (10')

N 61°32'00"W 244.60'

STORAGE SPACES

PHASE 4

PHASE 3

PHASE 2

PHASE 1

S 72°05'00"E 268.57'

BRENDA L. CLARK
DB 4149, PG 193

15'

STORAGE SPACES

EX. 36" HDPE PIPE

STORMWATER MANAGEMENT

BUFFER A1 (15')

OPAQUE FENCE

GRAVEL

STORAGE SPACES

EIP

GATE

S 44°35'00"W 738.18'

15'

GATE

EIS

BUFFER A1 (15')

WHISPERING PINES COURT (60' PRIVATE R/W)

60' 0 60' 120'

SCALE: 1"=60' (Horiz.)

RSC Engineering, PLLC

DESIGN & MAINTENANCE
OF ALTERNATIVE LAND USES

RSC ENGINEERING, PLLC
15226 US HWY 17
HAMPSTEAD, NORTH CAROLINA 28443
PHONE: 910.270.9599 ~ FAX: 910.270.9592
E-Mail: sonya@rscengineering.com

EDENS PROPERTY

WHISPERING PINES COURT
TRACT 3 DEED BOOK 3902 PAGE 287
TOPSAIL TOWNSHIP – PENDER COUNTY – NORTH CAROLINA

CZGB
CONDITIONAL REZONE

DATE:	08/30/2021
SCALE:	1" = 60'
JOB #	XXXXXX
DRAWN BY:	JAR
SHEET	1

Project Information Notice

Date: September 27, 2021

To: Adjacent Property Owners

Re: Whispering Pines

You are invited to attend a public information meeting where the owners of the referenced parcel will present a site plan which shall explain the proposed property use.

A Conditional Zoning District allows particular uses to be established only in accordance with specific standards and conditions pertaining to each individual project. Essentially, this means that only the use, structure(s) and layout of an approved site plan can be developed. A site plan of the proposed use is attached.

The County requires that the owner notify the property owners within an adjacent boundary to the project and hold a meeting for interested parties. The purpose of the meeting is to provide neighbors with an opportunity for explanation of the proposal and to ask questions concerning project improvements, benefits, and impacts.

Due to the current COVID-19 we will hold this meeting on Monday, 10/11/21 at 5:00pm at the site.

In lieu of attendance, you can contact Sonya Edens with comments or questions at sonya@rscengineering.com. If you will forward your comments, concerns and recommendations to this email, your information will be summarized in a report which will be delivered to Pender County.

We appreciate your interest and look forward to being a good neighbor and an asset to the community.

Adjacent Property Owners w/in 500': 210 HWY & Whispering Pines Court

	Name	Address	City	State	Zip
1	Hugh Hawthorne	101 Holiday Drive	Hampstead	NC	28443
2	Coastal Realty Associates LLC	17117 Hwy 17 N	Hampstead	NC	28443
3	Pamela Warner	PO Box 1038	Hampstead	NC	28443
4	Brenda Clark	204 Whispering Pines Court	Hampstead	NC	28443
5	Trustee of Leonard Agnes	272 Ottaway Ave	Holly Ridge	NC	28445
6	Anthony Howard	117 Bermuda Drive	Wilmington	NC	28401
7	Aubrey Engle	1554 Hwy 210 W	Hampstead	NC	28443
8	D F Weir, Jr	7904 Madison Park Lane	Raleigh	NC	27615
9	Randall & Sonya Edens	15226 US Hwy 17	Hampstead	NC	28443
10	Turnstone Properties Inc	PO Box 3353	Wilmington	NC	28406
11	Nathaniel Wright	1735 NC Hwy 210W	Hampstead	NC	28443
12	Virgil Owens	1726 NC Hwy 210W	Hampstead	NC	28443
13	Charles Sarvis	1690 NC Hwy 210W	Hampstead	NC	28443
14	Wayne Walmer	109 Holiday Drive	Hampstead	NC	28443
15	Darien Lanier	203 Whispering Pines Ct	Hampstead	NC	28443
16	Timothy Faulk	205 Whispering Pines Ct	Hampstead	NC	28443
17	Arie Pickett	207 Whispering Pines Ct	Hampstead	NC	28443
18	William Haupert	206 Whispering Pines Ct	Hampstead	NC	28443
19	William Campion	202 Whispering Pines Ct	Hampstead	NC	28443
20	Donna King	303 Pine Ct	Hampstead	NC	28443
21	Ocalla Harper	1534 Hwy 210W	Hampstead	NC	28443
22	Calvin Deans Jr.	1510 Hwy 210W	Hampstead	NC	28443
23	Randall Hudson	1490 Hwy 210W	Hampstead	NC	28443
24	David Akerley	892 Kings Landing Rd	Hampstead	NC	28443
25	Michael Wuske	1430 Hwy 210W	Hampstead	NC	28443
26	Geraldine Wuske	88 Berry Patch Rd	Hampstead	NC	28443

Gideon Smith

From: Gideon Smith
Sent: Friday, October 15, 2021 10:57 AM
To: Gideon Smith
Cc: Travis Henley; Stephanie Jagoda; Vanessa Lacer; Greg Feldman; Carlene Shaw
Subject: Pender County November Board Applications

Good morning everyone,

We have received the below conditional rezoning application to be considered at the November Planning Board meeting. Please provide any comments by Wednesday, October 20, 2021.

The application documents can be downloaded using the below link:
https://pendercountync.sharepoint.com/:f:/s/Planning/ErGPWfljr69PtYqSYPSpQyABUcD25x-P9HWamJ3ef0vcwg?e=sQavBB

The password is **November2PBHearing**

Thanks,
Gideon

1. **REZONE 2021-26 – Whispering Pines Commercial – Conditional Rezoning**
    - Conditional Zoning Map Amendment to rezone approximately 3.64 acres of land located on the northern corner of the intersection of NC HWY 210 and Whispering Pines Court from RP, Residential Performance zoning district to GB-CZ4, General Business Conditional Zoning District 4 in order to develop a Recreational Vehicle (RV), Boat, and Trailer Storage Lot.
    - The subject property is located in the Topsail Township and may be further identified by Pender County PIN 3283-10-9257-0000.
    - The property owner and applicant is Sonya and Randall Edens (sonya@rscengineering.com).
    - The case planner for this project is Greg Feldman (gfeldman@pendercountync.gov).

Gideon Smith | Senior Planner
Pender County Planning & Community Development
(910) 259-1529
gsmith@pendercountync.gov
805 S. Walker Street,
Burgaw, NC 28425

PENDER COUNTY NC

www.pendercountync.gov

Gideon Smith

From: Gideon Smith
Sent: Wednesday, October 27, 2021 8:41 AM
To: Sonya Edens
Subject: Whispering Pines Conditional Rezoning TRC Comments

Ms. Edens,

Below are the TRC comments we have received for the Whispering Pines Conditional Rezoning request. These comments will be included in the Board's packet. Please let me know if you have any questions.

Thanks,
Gideon

Pender County Floodplain Administrator, Daniel Adams 910-259-0231

1. No comment from flood.

Pender County Addressing Coordinator, Mike Dickson 910-259-1442

1. This rezoning, if approved, will be assigned at a later date.
2. The plan does not show a structure, but will still require an address for 911 purposes. This will be created during the building permit approval phase.
3. The address may be located on NC Hwy 210 or Whispering Pines Ct.

NCDOT, Doug Racine 910-467-0500

1. After review, the project does not connect to a state-maintained road, and we would not have any comments.
2. If the applicant were to propose a driveway along NC HWY210, a Driveway Permit would be required.

Gideon Smith | Senior Planner
Pender County Planning & Community Development
(910) 259-1529
gsmith@pendercountync.gov
805 S. Walker Street,
Burgaw, NC 28425

PENDER COUNTY NC

www.pendercountync.gov