

AGENDA

Catawba County Board of Commissioners Meeting
Monday, May 15, 2017, 7:00 p.m.
Robert E. Hibbitts Meeting Room, 1924 Courthouse
30 North College Avenue, Newton, NC

1. Call to Order.
2. Pledge of Allegiance to the Flag.
3. Invocation.
4. [Approval of the Minutes from the Board's Regular Meeting of May 1, 2017.](#)
5. Recognition of Special Guests.
6. Public Comments.
7. Presentations:
 - a. [Emergency Medical Services Week Proclamation. Presented to EMS Manager Sylvia Fisher.](#)
 - b. Catawba County Youth Council Presentation. *Presented by 4-H and Catawba County Youth Council Member Kat Stulpin.*
8. Appointments.
 - a. K-64 Board Members.
 - b. Other Appointments.
9. Departmental Report.
Utilities and Engineering.
[House Bill 630 Water Lines for Unserved Properties within One-Half Mile of the Marshall Steam Station's Coal Ash Basins. Presented by Utilities and Engineering Director Barry Edwards.](#)
10. Other Items of Business.
11. Manager's Report.
Recommended FY2017/18 Budget.
12. Attorneys' Report.
13. Adjournment.

PERSONS WITH DISABILITIES: Individuals needing assistance should contact the County Clerk at 828-465-8990 within a reasonable time prior to the meeting. Access to the 1924 Courthouse for individuals with disabilities is at the south side ("A" Street). The elevator is located at the north end of the building. Participation in public meetings is without regard to race, creed, religion, national origin, sex, age, color, or disability.

CALENDAR: The Board of Commissioners Special Meeting of Monday, May 22, 2017, will take place at 8:00 a.m. in the 1924 Courthouse for the purpose of conducting budget hearings with Departments and Outside Agencies. The Board of Commissioners Special Meeting of Thursday, June 1, 2017, will take place at 7:00 p.m. in the 1924 Courthouse for the purpose of conducting a public hearing and wrap-up of the recommended FY2107/18 County Budget.

Government of Catawba County, North Carolina

"Keeping the Spirit Alive Since 1842!"

PROCLAMATION

EMERGENCY MEDICAL SERVICES WEEK

May 21-27, 2017

WHEREAS, emergency medical services (EMS) is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical dispatchers, emergency medical technicians, paramedics, firefighters, educators, administrators, emergency nurses, emergency physicians, and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, the Board of Commissioners has demonstrated its support for professionalism in Emergency Services through investments in staffing, training and equipment necessary to provide quality services, and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, THE CATAWBA COUNTY BOARD OF COMMISSIONERS does hereby proclaim the week of May 21-27, 2017 as "Emergency Medical Services Week in Catawba County" and encourages the community to observe this week with appropriate programs, ceremonies, and activities.

This the 15th day of May, 2017.

**Randy Isenhower, Chair
Catawba County Board of Commissioners**

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Policy and Public Works Subcommittee

DATE: May 15, 2017

IN RE: House Bill 630 Water Lines for Unserved Properties within One-Half Mile of the Marshall Steam Station's Coal Ash Basins

REQUEST

The Policy and Public Works Subcommittee recommends the Board of Commissioners approve a contract with Duke Energy to provide public waterlines to unserved properties within one-half mile of Marshall Steam Station's coal ash basins.

BACKGROUND

In July 2016, then Governor Pat McCrory signed into law a bill requiring owners of coal ash basins to supply permanent water solutions to all properties within one-half mile radius of the basins. This bill includes Duke Energy's Marshall Steam Station. Since the signing of the law, Catawba County and City of Hickory utility staff have met with Duke Energy and its consulting engineers, Dewberry Engineering, to determine how public water can be supplied to the households affected by the legislation. The households receiving public water must be connected by October 2018.

Catawba County staff and Duke Energy have now agreed to contract terms and are ready to move forward with the design and construction of a permanent water solution for the affected properties. The terms of the contract give Catawba County control of the project with Duke Energy reimbursing the County for all project related expenses, including design and construction. Duke has also agreed to pay the County an Administrative Fee equal to fifteen percent (15%) of the cost of engineering, and construction inclusive of any preliminary work and supplemental re-work, necessary to construct the water lines. Catawba County is in the RFQ process for selecting an engineering firm for design and construction administration. The County, in conjunction with City of Hickory, will design and construct the new waterlines. Once construction is complete and the new water lines in service, Duke Energy will then connect each eligible household. The total estimate for the project is \$2,500,000 and is included as a project in the upcoming FY 2017/18 budget. As the County pays invoices from the engineering firm and contractor, staff will submit reimbursement invoices to Duke Energy which will also include the Administrative Fee.

Additionally, project identification signs will be erected at prominent locations within the project area for the purpose of identifying the project, its funding source, and contact information for questions regarding the project. These signs will generally be four (4) feet in height x eight (8) feet in length mounted such that the bottom of the sign will be about four (4) feet above the ground and indicate this is a Duke Energy project.

RECOMMENDATION

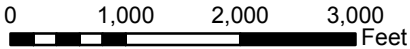
The Policy and Public Works Subcommittee recommends the Board of Commissioners approve a contract with Duke Energy to provide public waterlines to unserved properties within one-half mile of Marshall Steam Station's coal ash basins.

LEGEND

- 0.5 MILE OFFSET FROM ASH BASIN COMPLIANCE BOUNDARY
- ASH BASIN COMPLIANCE BOUNDARY
- ASH BASIN COMPLIANCE BOUNDARY COINCIDENT WITH DUKE ENERGY PROPERTY BOUNDARY
- DUKE ENERGY PROPERTY BOUNDARY



NOTES:
1. AERIAL IMAGERY IS A COMBINATION OF NC ONEMAP (2010) AND A WSP AERIAL SURVEY (2014)
2. THE COMPLIANCE BOUNDARY FOR THE ASH BASIN IS ESTABLISHED ACCORDING TO THE DEFINITION FOUND IN 15A NCAC 02L .0107 (a)



ASH BASIN COMPLIANCE BOUNDARY
DUKE ENERGY CAROLINAS, LLC
MARSHALL STEAM STATION

CATAWBA COUNTY, NORTH CAROLINA

DATE
MAY 2017
FIGURE
MSS-1



526 South Church Street
Charlotte, NC 28202

Mailing Address:
Mail Code EC12J/ P.O. Box 1006
Charlotte, NC 28201-1006

o: 704.382.8768
c: 704.907.8628

May 1, 2017

Mr. Jack Chandler
Assistant Director, Utilities & Engineering Department
Catawba County
25 Government Drive
Newton, NC 28658

Subject: Municipal Water Lines

Dear Mr. Chandler:

Enclosed are two copies of the revised agreement between Duke Energy and Catawba County for the new municipal lines required under North Carolina House Bill 630. We have included the revisions related to signage and the administration reimbursement.

Please let me know at the number above or at Jessica.Bednarcik@duke-energy.com if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Bednarcik', written over a horizontal line.

Jessica L. Bednarcik, PE, PMP

CC: (via email) Jonathan Greer, Catawba County
Robin Nicholson, Duke Energy
Andrew Shull, Duke Energy

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

THIS AGREEMENT, made and entered into this _____ day of _____ 2017, by and between the Catawba County (hereinafter referred to as "County"), party of the first part, and Duke Energy Carolinas, LLC (hereinafter referred to as "Duke"), party of the second part.

WHEREAS, pursuant to NCGS 130A-309.211, Duke must provide a permanent replacement water supply for households and properties, that rely upon a well located on-site for potable water supply, located within a one-half mile radius from the established compliance boundary of a coal combustion residual impoundment and is not separated from the impoundment by the mainstem of a river, and.

WHEREAS, the Marshall Steam Plant Site located in Catawba County contains coal combustion residual impoundments covered by said statute, and

WHEREAS, Catawba County owns the Southeastern Catawba County Water System and City of Hickory (hereinafter referred to as "City") manages, maintains, and operates the system through a contract with Catawba County; and

WHEREAS, the County has a desire to extend potable water supply to landowners in the County, and

NOW, THEREFORE, in consideration of the mutual promises herein made, the parties agree:

1. County will construct all water main extensions necessary to provide potable water to residents as required by NCGS 130A-309.211. The plans and construction will be pursuant to County and City standards and specifications. Water line construction will not be initiated until all City, County, and regulatory approvals have been received and the project properly contracted in accordance with North Carolina General Statutes.
2. As part of the construction, County is responsible for planning, design, permitting, bidding, construction, and certifications of the necessary water lines. If easements are necessary, County will acquire. All construction will be completed in cooperation between the County and the City. County will allow Duke Energy to review documents related to the planning, design, permitting, bidding, and construction of the subject water lines and permit Duke to submit comments to the County and the City, which may or may not be incorporated into the controlling planning, design, permitting, bidding and construction documents in the County's

discretion. County will not finalize its planning and engineering for the subject water lines until it receives notification from Duke that all eligible households subject to NCGS 130A-309.211 have made selections for their respective permanent replacement water supply.

3. Duke shall reimburse County for all actual costs incurred for construction of the water lines required by Duke for service to Duke's property, and to affected households. Costs, subject to reimbursement as set forth herein, shall be the costs relating to the planning, engineering, construction, and acquisition of property rights, inclusive of any preliminary work and supplemental re-work, necessary to construct the water lines. Reimbursement for water lines is limited to costs for constructing potable water lines and all related appurtenances as required by County and City Standards and Specifications. All costs for upsizing water lines shall be borne by the County. A preliminary estimate of the aggregate costs for which Duke is responsible, and a preliminary estimated schedule for completion of the work, broken down to indicate milestone dates for completion of all engineering and design work, commencement of construction, and substantial and final completion of all required construction work, is further outlined in Exhibit A, attached and incorporated herein. County will provide itemized invoices to Duke upon completion of each of the specific milestones or as invoices are received by the County's consultants and contractors as set forth in Exhibit A.
4. Duke agrees to pay County an Administrative Fee equal to fifteen percent (15%) of the cost of engineering, and construction inclusive of any preliminary work and supplemental re-work, necessary to construct the water lines. The Administrative Fee will be included in the itemized invoices to Duke as set out in paragraph 3 of this agreement.
5. County, or its respective designees, will provide regular updates containing the status of major deliverables, including but not limited to the status of planning, design, permitting, bidding, construction, and certifications of the necessary water lines. The schedule, (Exhibit A, Schedule and Milestone Payments) includes final dates for the County's complete and final installation of the municipal lines that will enable Duke, assuming timely and reasonable permitting and construction processes, to provide service line connections by October 15, 2018. If the work to be performed is delayed, County or its respective designees will provide the necessary documentation and support to Duke for communication to North Carolina Department of Environmental Quality with respect to reasons for, and the duration of, the actual or projected delay.

Duke is responsible for applying and paying for all plumbing permits, City connection fees, and County capital fees for eligible households.

6. With reasonable advance notice to County, Duke and its designees will be allowed access to the construction sites for the municipal water main extensions.

7. Each Party agrees to indemnify and hold the other party harmless from and against any and all third party claims, actions, caused of action, demands, damages, losses, costs, expensed and compensation of whatsoever kind or nature, which may hereafter arise on account of or in any way growing out of the personal injuries and/or property damage and the consequences therefore which might result from any occurrence in connection with the services performed by that party set out in this Agreement.
8. Duke shall comply at all times with all Federal, State, and Local laws and regulations.
9. Duke will grant access to County, City, and/or its agents to Duke property for the purpose of installing the necessary water lines and water system components. County and City will determine the time, manner and method of access, with consideration given to minimizing impacts to Duke. County, City, and its agents will follow all Duke requirements related to construction conducted around power lines on Duke property.
10. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina. Venue for any adversarial proceeding shall be set in Catawba County.
11. Duke certifies that, as of the date listed below, it is not on the Final Divestment List or the Iran Parent and Subsidiary Guidance List as created by the State Treasurer pursuant to NCGS 147-86.58. In compliance with the requirements of the Iran Divestment Act (Article 6E of Chapter 147 of the North Carolina General Statutes), Duke shall not utilize, in the performance of the contract, any subcontractor that is identified on the Final Divestment List or the Iran Parent and Subsidiary Guidance List.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of and effective on the Agreement Date.

CATAWBA COUNTY BOARD OF COMMISSIONERS

C. Randall Isenhower, Chair

ATTEST:

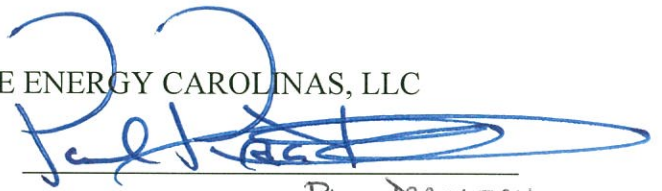
Seal

Barbara Morris, County Clerk

DUKE ENERGY CAROLINAS, LLC

By:

Date:


5/1/17 PAUL DRAVITCH,
SVP EHS

ATTEST:



THIS INSTRUMENT has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: _____

Robert Miracle, Catawba County Finance Director

APPROVED AS TO FORM:

Date: _____

Debra N. Bechtel, Catawba County Attorney

Exhibit A

Duke Energy/Catawba County Agreement

As referenced in the preceding agreement, this document outlines the following items:

- (i) **Cost Estimate** - a preliminary estimate of the aggregate costs for which Duke is responsible
- (ii) **Schedule and Milestone Payments** - a preliminary schedule for completion of the work, broken down to indicate milestone dates for completion of all engineering and design work, commencement of construction, and final completion of all required construction work. Catawba County will provide itemized invoices to Duke upon completion of each of the specific milestones set forth in this document, or as invoices are received by the County's consultants and contractors.
- (iii) **Project Identification Signs** – signs erected at prominent locations within the project area.

Cost Estimate

Dewberry, on behalf of Duke Energy, submitted a Potable Water Programmatic Evaluation (Plan) for the Marshall Steam Station to the North Carolina Department of Environmental Quality (NCDEQ). Included as part of the Plan is a preliminary “high-level” cost estimate, for completion of the project. This cost estimate includes many estimates for unit rates and will be refined as eligible homeowners select their preferred option for permanent water supply and after proposals are received from contractors. The cost estimate submitted in the Plan is included as an attachment.

Schedule and Milestone Payments

NCDEQ has reviewed and conditionally approved the proposed Plan, and the permanent replacement water supply option(s) must be installed no later than October 15, 2018. Target dates for the completion of each milestone are included below. Duke Energy will reimburse Catawba County for project expenses after completion of major milestones. Contractor or consultant invoices could additionally be paid directly by Duke Energy. Payment terms would be 45 days upon receipt of invoice.

- Submittal of Water Main System Design, Applications and Permits – No later than October 6, 2017
 - 30% Design
 - 60% Design
 - Final Design
- Selection of Construction Contractor – No later than January 31, 2018
- Completion of Water Main Construction – No later than June 1, 2018

Duke Energy will require itemized invoices that include, but are not limited to, costs for equipment, labor, materials and tap fees, for each property.

Project Identification Signs

Project Contractor shall erect project identification signs at designated locations within the project area. In general, the signs will identify the name of the project, the funding source for the project and contact information for questions regarding the project. Additional details will be included in project specifications.

Attachment – Opinion of Probable Cost, Marshall Potable Water Connection