



Holly Springs Town Council
7:00 PM **Tuesday, September 2, 2025**

Regular Meeting
Holly Springs Town Hall Council Chambers
128 S. Main Street, 2nd Floor

Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of September 2, 2025 meeting agenda

REQUESTS AND COMMUNICATIONS

5. Transportation Investments Update

CONSENT AGENDA

6. August 12, 2025 Candidate Information Session Minutes
7. Utle Creek Water Reclamation Facility Generator Procurement through Sourcewell

NEW BUSINESS

8. Wake County Emergency Operations Plan and Mutual Aid Agreement

PUBLIC COMMENT PERIOD

OTHER BUSINESS

MANAGER'S REPORT

9. Preview of Upcoming Development Services Land Use Cases

CLOSED SESSION

ADJOURNMENT

In accordance with ADA regulations please contact the Town Clerk's office at least 48 hours before the meeting to request an auxiliary aid or service needed to participate in this meeting:

linda.mckinney@hollyspringsnc.gov 919-557-3900



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 5.

Requests & Communications

Title: Transportation Investments Update

Strategic Priority Area: Growth Management & Economic Vitality

Staff Resource: Tim Athy, Utilities and Infrastructure, Carrie Mitchell, Utilities and Infrastructure

Action(s):

Receive progress update on major Town transportation investments

Explanation:

Staff will brief Town Council on the status of the following Transportation Bond & Community Investment Plan (CIP) active priority transportation projects:

- Holly Springs Road Widening (east)
- Holly Springs Road Widening (central)
- Holly Springs Road Widening (west)
- Main Street Right Turn Lane
- NC 55 Right Turn Lane
- Avent Ferry Road Sidewalk (Downtown Connector)
- Avent Ferry Road Phase II design
- Main St. Sidewalk Connector

Background:

- In November 2018, Holly Springs voters authorized \$40 million for transportation investments.
- The purpose of these projects is to mitigate traffic congestion, improve motorist and pedestrian safety, and improve mobility across town.
- The Town Council also adopts annual cash-funded Pay-As-You-Go community investment programs to address smaller-scale transportation needs, including new sidewalks, neighborhood traffic-calming, street lighting gaps, and pedestrian safety improvements.

Funding Source(s):

Community Investment Plan

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Consent Agenda

Title: August 12, 2025 Candidate Information Session Minutes

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Approve the minutes of the August 12, 2025 Candidate Information Session.

Explanation:

- A quorum was present at the Candidates Information Session, necessitating minutes even though no business was conducted.
- Minutes in draft form are attached for the Council's review.
- If there are any corrections, please notify the Town Clerk in advance of Tuesday night's meeting so that corrected versions of the draft minutes can be circulated for review before adoption of the Consent Agenda.

Background:

Funding Source(s):

N/A

Attachment(s):

1. Candidates Information Meeting



MINUTES

The Holly Springs Town Manager Randy Harrington invited candidates for office to meet for an information session on Tuesday, August 12, 2025 at the Law Enforcement Center. Mayor Mayefskie welcomed everyone, and Randy Harrington presided, calling the meeting to order at 5:30 p.m. A quorum was established as the Mayor and four Council members were present in the room as the meeting opened.

Council Members Present in the room: Mayor Sean Mayefskie (also a candidate), Council members Annie Drees (also a candidate), Danielle Hewetson, and Chris Deshazor.

People present electronically: Council member Tim Forrest (also a candidate) and Sarah Larson

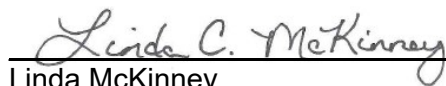
Candidates in the Room: Joe Cuccurullo, Josh Prizer, Kara Foster, and Mike Kondratick

Staff Members Present in the room: Randy Harrington, Town Manager; Linda McKinney, Town Clerk (recording the minutes); Daniel Weeks, Assistant Town Manager; Scott Chase, Assistant Town Manager; John Schifano, Town Attorney; Jeff Wilson, Director, IT; Jesse Dixon, IT; Corey Petersohn, Office of Budget and Strategic Planning; Tina Stroupe, Director, Finance; LeeAnn Plumer, Director, Parks and Recreation; Cassie Hack, Director, Communications and Marketing; Chris Hills, Director, Development Services; Irena Krstanovic, Director, Economic Development; Paige Scott, Director, Public Works; Chris Hills, Director, Development Services; Kendra Parrish, Executive Director of Utilities and Infrastructure; LeRoy Smith, Fire Chief; Paul Liquorie, Police Chief; George Brown, Director, Office of Customer Care.

Randy Harrington, Town Manager, gave an overview of the Council-Manager form of government, and general information about the Town. He then introduced the Senior Leadership Team.

No town business was discussed and no action taken.

Respectfully Submitted on Tuesday, September 2, 2025.



Linda McKinney
Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Consent Agenda

Title: Utley Creek Water Reclamation Facility Generator Procurement through Sourcewell

Strategic Priority Area: Growth Management & Economic Vitality

Staff Resource: Rachel Ingham, Utilities and Infrastructure

Action(s):

Approve a contract with Gregory Poole Power Systems for the procurement of two CAT generators and associated equipment for \$6,381,014.79.

Explanation:

- The request is for two (2) 2,500-kilowatt generators, switchgear, and associated equipment necessary to provide backup power for Phase 2 of the Utley Creek Water Reclamation Facility (UCWRF) 6-8 million gallons per day (MGD) upgrade.
- Staff requested quotes through the Sourcewell procurement process. Three responses were received. CAT was the lowest responsive responsible bidder.
- The two (2) generators will supplement existing generators already on site to provide backup power for the 6-8 MGD expansion.
- 90% of payment will be due upon delivery (estimated at 60 weeks from issuance of the Purchase Order) and 10% will be due on startup of the equipment (estimated Quarter 2 2027).
- CAT has included their Standard Factory Warranty and Platinum ESC (warranty) in this proposal. The 2-year Standard Factory Warranty period begins upon delivery. The Platinum ESC period begins after installation and start up, and the warranty period is 4 years.

Background:

- Per the North Carolina Administrative Code (15A NCAC 02H .0124), all wastewater facilities are required to provide adequate reliability measures to ensure continued treatment where the interruption of treatment would result in a discharge of insufficient quality to protect the best intended uses of the affected surface waters. Generators are a standby power supply on site that satisfies these criteria.
- Alternative fuel and energy sources for the generators were considered:
 - Diesel standby generators for backup power are the most reliable and available source of standby power for this application.
 - Natural gas units are available but would require a larger horsepower engine in order to supply the same load as a diesel engine. As a result, they are more expensive than diesel engines.
 - To provide the equivalent solar capacity of the two (2) 2,500-kilowatt generators for the 8 MGD expansion, acreage would be required for the installation of the solar

panels, and additional buildings dedicated to battery storage would be necessary to facilitate nighttime operation.

- The generators are sized to provide backup power for the full additional plant load at 8 MGD.
- Lead times for generator fabrication are extensive and can lead to schedule delays. To streamline procurement, cooperative purchasing is being handled through Sourcewell.
- Through Sourcewell's pre-negotiated contracts, the Town can quickly satisfy the public buying process and secure the best pricing, saving time and money.
- Sourcewell is an alternative allowed through the Town's procurement policies. The benefit of Sourcewell is that the town can get into the queue for long lead time items faster, to stay on track for scheduled project completion.
- If the Town does not procure a generator through the Sourcewell platform, delays in equipment procurement will impact the ability to start up the project components, delaying the overall UCWRF project completion by as much as a year.

Funding Source(s):

Community Investment Plan - Revenue Bonds

Attachment(s):

1. Contract for PURCHASE OF ASSETS - Formal - CAT -V2



CONTRACT TO PURCHASE ASSET(S) FORMAL BID

THIS AGREEMENT dated _____, between the **Town of Holly Springs**, North Carolina, for itself and its Successors & Assigns (hereinafter called the "Town") and **Gregory Poole Equipment Company** (herein after called the "Vendor").

Town hereby desires to enter into a contract for the purchase of certain assets with the Vendor and the Vendor agrees to enter into this contract and deliver the assets to the Town as set forth below or as stated in **Exhibit A**, in the manner and time hereinafter described, and both parties do hereby agree as follows:

SERVICES OF VENDOR

The assets to be purchased are described in **Exhibit A** (the "Quote") as attached hereto and incorporated by reference. Vendor agrees to employ such personnel as may be needed to secure, make, and deliver the assets in the manner and time prescribed herein. Such personnel shall be employees of the Vendor and said Vendor shall be an independent Vendor of the Town.

BRIEF SUMMARY OF PURCHASE(S) AND/OR SERVICE(S): This is a purchase contract to purchase two (2) C.A.T. 2,500kw generators, switchgear and associated parts to be used at the expanded Utley Creek Water Reclamation Facility, as further detailed in **Exhibit A**. The parties intend to enter a separate service contract and are not including the item entitled "ADDER" on page 21 of **Exhibit A** in this Contract.

TOWN'S RESPONSIBILITIES

The Town shall make available the facilities to the Vendor, as necessary to complete delivery and/or installation of assets, and shall not impede the work of the Vendor, except as necessary. Any additional Town responsibilities shall be listed in **Exhibit A**. The Town shall also be responsible for ensuring the General Contractor removes the items from storage at Vendor's warehouse on or before January 2027. The Vendor agrees to store the items free of charge until January 2027, however, Vendor is not responsible for moving the items to the job site from storage.

BIDDING COMPLIANCE:

The Town shall comply with the bidding laws of the State of North Carolina. Failure to do so shall make this Contract void. The Town's Contract Manager for this Contract is:

Rachel Ingham, Utilities & Infrastructure (Name, Department)
Email: Rachel.ingham@hollyspringsnc.gov
Phone: (919) 577-3151

For purchase \$90,000 and above, formal (public) bidding is required.

_____ The Contract Manager certifies that public bidding has taken place.

OR

 X The Contract Manager certifies that an exception to public bidding applies. The exception is: purchase pursuant to N.C.G.S. 143-129(e)(9), Sourcewell Contract #092222-CAT.

Contract Manager **Date Signed:**
Printed Name: Rachel Ingham

Department Head/Supervisor **Date Signed:**
Printed Name: Kendra Parrish

PAYMENT

The Town shall pay the Vendor the contract sum in the following manner:

 X The Vendor shall provide the Town with an invoice upon the receipt of the goods described in **Exhibit A**, which the Town shall have thirty (30) days to pay. **Contract total not to exceed \$6,381,014.79 exclusive of taxes.**

OR

 Description of Alternative Payment Terms:

TIME AND MANNER FOR PURCHASE OF ASSETS

The times and manner for the purchase of the assets subject to this Contract are set forth in **Exhibit A**, or as otherwise set forth below:

****The Generators have an expected delivery of 55 weeks after release; the switchgear has an expected delivery of 50 weeks after release. Items shall be delivered to Gregory Poole Equipment Company at the address below for storage until January 2027.**

All ownership terms shall be F.O.B. 128 S. Main Street, Holly Springs, NC 27540, unless the Town's Contract Administrator specifies a different delivery address here: Gregory Poole Equipment Company, 3201 Garner, N.C. 27529. Gregory Poole will store the generators and switchgear for no additional charge until January 2027.

GENERAL CONSIDERATIONS

1. Standards of Performance.

- 1.1 The standard of care for all services performed or furnished by Vendor under this Agreement will be the care and skill ordinarily used by members of the Vendor's profession practicing under similar circumstances at the same time and in the same locality.
- 1.2 Vendor represents that, prior to submitting the Bid and executing this Contract, Vendor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Services under this Contract shall be coordinated under and performed to the satisfaction of the Town Contact. Town is authorized to withhold payment of any funds under this Contract until complete delivery and/or installation of assets as described in Exhibit A.
- 1.3 Vendor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Vendor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.
- 1.4 Vendor and Town shall comply with applicable Laws or Regulations and Town mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Town's responsibilities or to Vendor's scope of services, times of performance, or compensation.
- 1.5 Vendor is an independent Vendor of the Town. The Town and the Vendor mutually agree to indemnify and hold harmless each party from any claims of negligence brought forth. Vendor is familiar with the property and its condition.

2. Warranty.

2.1 Vendor knows and understands the purpose to which the assets are being purchased by the Town. Vendor hereby warrants that the materials that are the subject of this contract are fit for the purpose intended by the Town, and agrees to warrant good craftsmanship for a period of not less than 1 year, or any term longer stated in **Exhibit A**. In the event of any contradictory language in **Exhibit A**, this language shall apply. If the Vendor offers any additional warranties, they shall be included as **Exhibit C**.

3. Term and Termination.

3.1 The term for this contract is until receipt of the good(s) described in **Exhibit A** at the job site, anticipated to be January, 2027.

3.2 The mutual obligations of the Parties contained in this Agreement may be terminated:

3.2.1 For cause by either party upon 30 days written notice in the event of a failure by the other party to perform in accordance with the terms hereof.

3.2.2 For failure to consistently satisfy the Standards of Performance in the opinion of the Town Contract.

3.2.3 Upon mutual agreement.

4. Controlling Law.

4.1 This agreement is to be governed by the law of the State of North Carolina.

4.2 Venue and jurisdiction are proper in the 10th Judicial District of North Carolina (Wake County).

5. Notices.

5.1 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address below, or given personally, or by regular, registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of the receipt.

5.1.1 For the Town:

Rachel Ingham, Deputy Dir., Water Resources	(Name, Title)
Utilities & Infrastructure	(Department)
P.O. Box 8	(Address)
Holly Springs, NC 27540	
(919) 577-3151	(Phone)
Rachel.ingham@hollyspringsnc.gov	(e-mail)

5.1.2 For the Vendor/Vendor:

Jim Beck, Corporate Counsel	(Name, Title)
Gregory Poole Equipment Company	(Company)
4807 Beryl Road	(Address)
Raleigh, NC 27606	
(919) 890-4695	(Phone)
Jim.beck@gregpoole.com	(e-mail)

6. Severability.

6.1 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Town and Vendor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7. Waiver.

7.1 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.

8. Attorney's Fees.

8.1 In the event of a breach of this Agreement, the substantially prevailing party shall be entitled to an award of reasonable attorney's fees and costs relating to compelling performance under this Agreement.

9. Insurance & Indemnification Requirement.

9.1 If the Vendor is to provide installation services on Town property or for Town assets, then Vendor shall provide general liability insurance for a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate, and an umbrella policy for at least \$5,000,000 for the complete term of the contract. Additionally, the Vendor shall supply workman's compensation insurance coverage to all employees within the statutory limits. If this requirement is triggered, then the Vendor shall provide a Certificate of Insurance, naming the Town as an additional insured entity for so long as required to complete the installation, which Certificate is attached as **Exhibit B**. Any acceptance of lower insurance limits must be authorized on the Exhibit B cover page.

9.2 The Contractor agrees to waive any and all claims against the Town from itself or its employees arising from work performed by the Contractor pursuant to this Contract, except for claims related to non-payment of amounts. The Contractor shall protect, defend, indemnify and hold the Town and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising out of this Agreement and the Contractor performance hereof, that are proximately caused by the negligence, willful or wanton conduct, or breach of contract

relating to the Contractor's work in under this Agreement or any addendums or modifications thereto, except to the extent that the same are by the negligence or willful misconduct of the Town. For such claims, the Contractor/Licensee further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

10. Prohibition Against Sex Offenders.

10.1 In the event that Vendor or its employees are being granted access to the Town's Park system and/or Town Facilities (collectively "Facility") during hours of operation. Vendor hereby agrees that it shall not employ or otherwise allow to perform any aspect of the Contract any person who is a registered sex offender for any scope of work requiring such employee or Vendor of the Vendor to access any area of the Facility. Vendor shall have an affirmative duty to ensure compliance with this section by checking the state and national registry for sex offenders against any employee, agent, Vendor, subcontractor, officer, director, or any person that shall in any way perform under this contract. Vendor shall check the registry initially and periodically during the term of the Contract as often as necessary to ensure compliance with this section at all times. Vendor additionally agrees to indemnify and hold the Town harmless for any act or omission that may arise out of the operation of the Contract, the ACP, or any parole agreement among the parties that arise from, directly or indirectly, the Vendor's failure to ensure compliance with this section. This indemnification includes a duty to provide a legal defense.

11. Independent Vendor.

11.1 Vendor's status shall be that of an independent Vendor and not an agent, servant, employee, or representative of Town in the performance of the Services. Vendor shall exercise independent judgment in performing duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the workflow and determining how the work is to be performed. No term or provision of this Contract or act of Vendor in the performance of this Contract shall be construed as making Vendor the agent, servant or employee of Town, or making Vendor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which Town provides its employees.

11.2 Vendor's Control Over Services Provided for Installation. Vendor shall retain the unqualified right of control over the means, manner and methods by which the Installation is performed, and the right to perform such services at the locations and times as required to complete said installation of asset(s), and as approved by the Town. Vendor shall be responsible for providing all equipment, materials and supplies that Vendor determines are needed to timely complete the Installation.

11.3 The Vendor agrees to waive any and all claims against the Town from itself or its employees arising from materials supplied, delivery by the Vendor and work performed by the Vendor pursuant to this Contract and to protect, defend, indemnify and hold the Town and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and

arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. The Vendor/Licensee further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

12. Non-Discrimination.

12.1 As a condition of this Contract, Vendor covenants that Vendor will take all necessary actions to insure that, in connection with any operations under this Contract, Vendor, its officers, employees and subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, sexual orientation, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Vendor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Vendor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of Town, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

13. Vendor's Employees.

13.1 Vendor agrees and consents that the Town is allowing access to the Vendor to both publicly used and private sensitive Town facilities. Vendor, and any employee, agent, subagent, volunteer, or any person authorized to act on behalf of the Vendor shall maintain a professional demeanor at all times during the interaction with the Town's patrons and visitors to Town facilities. Vendor shall refrain from other commercial or political activity while performing this contract on Town Facilities. Vendor shall undergo criminal background checks on all employees and subcontractors working at the direction of the Vendor in this contract, and shall exclude any employees from working in any Town facility any employees that:

- 1) had a conviction of any felony within the past 10 years;
- 2) has a conviction in the past 10 years of any violent crime or crime involving theft or dishonesty; or
- 3) is currently a registered sex offender.

14. Assignment.

14.1 VENDOR shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Town. As an express condition of consent to any assignment, VENDOR shall remain liable for completion of the Contract work in the event of default by the successor Vendor or assignee.

15. Right of Review and Audit.

15.1 Town may review any and all of the services performed by Vendor under this Contract. Town is granted the right to audit, at Town's election, all of Vendor's records and billings relating to the performance of this Contract. Vendor agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to Town's rights as may be disclosed by an audit under this section.

16. Non-Appropriations.

16.1 No provision of this agreement shall be construed or interpreted as creating a pledge of the faith and credit of the town within the meaning of any constitutional debt limitation. No provision of this agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the town within the meaning of the constitution of the state. This agreement shall not directly or indirectly or contingently obligate the town to make any payments beyond those appropriated in the sole discretion of the town for any fiscal year in which this agreement is in effect; provided, however, that any failure or refusal by the town to appropriate funds which results in the failure by the town to make any payment coming due hereunder will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the town in any action for breach of a contractual obligation under this agreement and the taxing power of the town is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this agreement.

17. Full Agreement. This Contract is the full agreement of the parties, and neither has, or is relying on any information not contained in this Contract or its Exhibits. The terms of this Contract supersede any conflicting terms which may be contained in any Exhibit attached hereto and incorporated by reference.

18. Exhibit List. The following documents shall be attached hereto and incorporated by reference.

Exhibit A – Quote or Purchase Agreement

Exhibit B – Certificate of Insurance, if installation

Exhibit C – Warranty, if applicable

[Signature Page Follows]

TOWN OF HOLLY SPRINGS:

VENDOR:

BY: _____
Randy J. Harrington, Town Manager
Date:

Signature _____

Name: _____

Title: _____

WITNESS:

Linda McKinney, Town Clerk
Date:

Contract Manager: _____ Date:

Purchasing Manager: _____ Brettany DeVold
Date:

Purchase Order No.: _____ (if applicable)

Approved as to form:

John Schifano, Town Attorney Date:

This instrument has been pre-audited in the manner
Prescribed by the Local Government Budget and Fiscal
Control Act.

Tina Stroupe, Director of Finance Date:

EXHIBIT A

Project Name: Utley Creek Water Reclamation Facility

Town of Holly Springs Date Issued: August 21, 2025 Payment Terms: Net Thirty (30) Days. 100% billed upon delivery of equipment to site Quote Number: JKA25-0525-1 Pricing is Valid for 60 days Payment Terms: NET 30 Days	Deliver To: Brian Clements (Hazen & Sawyer) Delivery Terms: F.O.B. First Destination, Raleigh NC Area Submittals: 20 Weeks (Switchgear), 4 Weeks (Generators) Expected Delivery After Release: Generators: 55 Weeks After Release. Switchgear: 50 Weeks After Release
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Quoted per Sourcwell Contract #092222-CAT

GENERATOR BILL OF MATERIALS

Two (2) CATERPILLAR Diesel Fueled Packaged Generator Set Model 3516 with Brushless Generator, 2,500 kW Standby at 0.8 P.F., 480 Volt, 3 Phase, 60 Hertz at 1800 RPM.

Includes the Following Attachments and Accessories:

- UL 2200 Approved and Labeled for Packaged Engine-Generator Sets
- EPA Rated Tier II Certified, Stationary Emergency
- Formed Steel Base and Spring Vibration Isolators
- Isochronous Electronic Governor
- DIGITAL Adjustable Voltage Regulator
- **Form Wound**, 2/3 Pitch, Generator (125C Temp Rise) featuring Permanent Magnet Excitation
- Alternator Space Heater with thermostat
- Gen Run Relay & Common Alarm/Shutdown Relay
- Engine Mounted Radiator with Blower Fan
- Dual Jacket Water Heater, 9kW, 208VAC
- Lube Oil and Antifreeze
- Dual Electric Starting System, 24 Volt DC
- Heavy-Duty Lead Acid Batteries
- Battery Trays and Cables
- 45-Amp Battery Charging Alternator
- NFPA 110 Compliant **50A** Dual Rate Battery Charger, 110VAC. Installed Inside Genset Enclosure.
- Barring Device RH Mounted
- Non-Filtered Crankcase Vent tube
- Explosion Relief Valves
- Air Filter System with Replaceable Element
- Dual Raycor Triplex filters with Iso valves.
- 4:2 Exhaust Collector for Twin Exhaust Ports.
- Generator Control Panel, **Cat ECS 200** (digital), Nema1, with the following:
 - On-Board Paralleling Capability
 - Panel illumination light group- Engine, Oil, and Coolant Temp.
 - Battery System ammeter and fuel oil pressure gauge.
 - Running time meter; AC Ammeter, Voltmeter, Frequency Meter.
 - Phase Selector switch; Voltage adjust rheostat.
 - Engine automatic cranking system with control selector switch and cycle crank.
 - Engine fault indicating system with failure lights for low oil pressure, high water temp,

- overspeed, overcrank, and low water level.
- Communications: J1939 (primary and Accessory Data Link), Modbus RTU (1/2 Duplex) Customer Communication

ANNUNCIATORS:

- One (1) Local Annunciator
- One (1) Remote Annunciator

Generator Output Breakers:

- 4000A Generator Output Breaker.
- 1200A Load Bank Breaker (Provided and Installed by Chillicothe Metal Company)

Radiator Mounted Load Bank:

- Avtron 750 kW Radiator Mounted Load Bank

ENCLOSURE AND TANK BY CHILLICOTHE METAL COMPANY (CMCO):

1. This package is designed to comply with the following criteria:
 - Noise emissions reduced to 78dB(A) when measured at a distance of 7 meters, from a height of 1.5 meters above grade.
2. UL 142 labeled atmospheric diesel fuel tank including the following items:
3. 8,420 usable gallon - **48-hour capacity** @ 100% of full load
Approximate subbase dimensions: 143"W x 38"H x 493"L
 - a) 3-5 PSI tested
 - b) Full steel construction with diamond plate top
 - c) The fuel tank comes with a top mounted siphon drain and the containment basin comes with an NPT fitting and plug
4. Rupture basin for the above fuel tank including the following items:
 - a) Capacity is approximately 110% of the fuel tank actual capacity
 - b) Grounding provisions installed at diagonally opposite corners of the subbase
 - c) NEC-250 sized and rated ground strap installed between the generator set sub-rail to the enclosure base
 - d) One (1) Conduit stub up opening for cable access to the generator output terminals
 - e) One (1) Conduit stub up transformer disconnect switch
 - f) Six-point lift provisions
 - g) Concrete pad anchor holes
 - h) The underside of the subbase is elevated above the concrete pad
 - i) Approximate subbase dimensions: 143"W x 24"H x 493"L
5. Fuel tank accessory group including the following items:
 - a) Mechanical type fuel level gauge
 - b) Exterior five-gallon fuel fill spill containment basin installed on the following overflow prevention valve complete with a lockable lid and high fuel indicating light within view of the person filling the tank

- c) CMCO supplied and installed overfill prevention valve to stop filling at the 95 percent level
 - d) CMCO supplied and installed 2" tank inlet spout adaptor with crossbar plus a 2" quick disconnect fill coupler for tanker truck connection
 - e) CMCO supplied and installed permanent sign at the fill point of the tank documenting the filling procedure and the tank calibration chart
 - f) Standard tank fittings group
 - g) Four (4) 2.00" spare fittings installed in the fuel tank for use by others. PLEASE NOTE: Two (2) fittings will be installed on both sides of the generator set
 - h) Flexible braided fuel lines with crimp-on type fittings
 - i) Labor and material to install the CMCO supplied immersion type fuel oil heater near the engine suction line. Includes a low fuel level cutout. Please note that this heater is not designed to heat the entire fuel tank. It is designed to heat the pool of fuel nearest the engine pick up. The heater comes installed in the top of the fuel tank
 - j) Fuel tank vent(s) installed through the roof of the enclosure and terminated at a point which measures at least 12 feet above grade level. Includes pop-up cap(s) on the emergency vents
 - k) Mounting pads and shipping blocks to install the Gregory Poole supplied Seismic Rated Spring type vibration isolators between the engine rails and the subbase floor
6. Fuel level control switch group including the following items:
- a) Low fuel level alarm switch set @ 6 hours of usable (20%) fuel remaining installed in the fuel tank and wired to the generator set control panel. Includes dry contacts for use by others at the jobsite
 - b) Critical-Low fuel level alarm switch set @ 10% usable (15%) fuel remaining installed in the fuel tank and wired to the generator set control panel to shut down the engine. Includes dry contacts for use by others at the jobsite
 - c) High fuel level alarm switch set at 90% of actual capacity installed in the fuel tank and wired to the generator set control panel. Includes dry contacts for use by others at the jobsite
 - d) Leak detection alarm switch installed in the rupture basin and wired to the generator set control panel complete with dry contacts for use by others at the jobsite
 - e) One (1) CMCO supplied 4-20mA sender installed in the fuel tank for external connection for use by others
7. Fuel system monitoring equipment group including the following items:
- a) One (1) Omntec #LU3 three channel sensor controller located by the generator control panel
 - b) One (1) Omntec #RA-1 single tank remote annunciator
 - c) One (1) Omntec L-Series product level sensor
 - d) One (1) Omntec LS-ASC leak detector
 - e) Install and wire the LU3 controller and sensors
8. Enclosure group including the following items:
- a) 12-gauge galvanized steel, formed and bolted constructed, walk-in enclosure

- b) Steel skirt installed under the enclosure complete with lifting provisions and mounting holes to attach directly to the base to remove the enclosure for maintenance. Note: The lifting provisions are designed to lift the enclosure only
 - c) 18-8 stainless steel hardware to be used where possible for all exterior hardware
 - d) The roof is crowned to prevent the ponding of water and the seams have continuous welds preventing the entrance of water
 - e) Roof mounted tie-off provisions for personnel safety
 - f) Engine lube oil and coolant drain are extended to the exterior of the enclosure complete with NPT fittings on the lube oil and coolant drains
 - g) NEC-250 sized and rated ground strap installed between the enclosure skirt to the enclosure base
 - h) Approximate enclosure dimensions: 142"W x 128"H x 600"L
9. Enclosure door accessory group including the following items:
- Three (3) 36"W x 84"H access doors
 - Stainless steel, surface mount, strap-type hinges
 - Stainless steel padlock door handles
 - Zinc plated, three-point door latches with interior override handles
 - Restraint chains to prevent the door from opening more than 100 degrees
 - Full perimeter gaskets
 - 1.5" deep drip gutters
 - Anti-skid tape applied to the thresholds
10. Three (3) sets of enclosure access stairs including the following items:
- Step assembly in compliance with OSHA standard 1910.24
 - Steps are designed with an 8" rise and an approximate 9.5" run
 - 48"W x 48"L x 32"H fabricated aluminum entry platform with anti-skid dimples and toe boards
 - Fabricated aluminum stair treads with anti-skid dimples
 - Fabricated aluminum support structure and stringers
 - Modular aluminum handrail assembly
 - All items remain mill finished and unpainted
 - Stainless steel hardware to be used throughout the construction of the step assemblies
 - The stairs and platform ship loose for installation in the field by others
 - The stairs and platform are designed to mount to the concrete pad
11. Ship loose engine accessories including the following items:
- a) Labor to install and plumb the Caterpillar supplied fuel filter and water separator
 - b) Labor to install the Caterpillar supplied air charge pipe from the engine to the radiator
12. Sound attenuation and air control accessory group including the following items:
- a) Sound attenuating insulation complete with a perforated galvanized, mill finished liner are applied to the interior walls and ceiling of the enclosure
 - b) Integral type, bottom entry, vertical updraft, sound attenuating plenum mounted to the rear of the enclosure for the air intake
 - c) Integral type, sound attenuating, vertical updraft radiator discharge plenum with top discharge

- d) Removable access panel in the discharge plenum to allow for periodic maintenance
 - e) Galvanized construction motorized louvers for the air intake opening. The 120VAC louver motors are wired to motor close and spring open
 - f) Aluminum construction gravity type radiator discharge louver installed
 - g) Radiator air discharge shroud assembly to prevent recirculation
 - h) Discharge air diverter with drains extended to the enclosure exterior
 - i) Bird screens installed for the air intake and discharge openings
 - j) Sound baffles to achieve a 78dB(A) sound rating when measured at a distance of 7 meters free field
13. Enclosure electrical accessory group including the following items:
- a) Labor and material to install the CMCO supplied 30kVA, 480:120/208, 3 phase, step down transformer installed complete with a fused disconnect wired to the primary. The secondary is wired to the following panelboard
 - b) Labor and material to install the CMCO supplied breaker type panelboard rated 120/208-volt three phase and complete with a bolt-in style main circuit breaker and bolt-in style branch circuit breakers for the engine and enclosure accessories
 - c) Labor and material to install and cable a Gregory Poole supplied 750 kW radiator duct mounted load bank. The load bank is to be received with a unit mounted controller and the generator set is to be received with a factory installed load bank circuit breaker
 - d) Eight (8) 120VAC, LED, forty-eight-inch, vapor-tight light fixtures to meet 20 foot-candles complete with two (2) 3-way wall switches
 - e) 20A GFI receptacle and a 20A GFI protected duplex receptacle
 - f) Labor and material to install the CMCO supplied wall mounted summer exhaust fan complete with a gravity damper, air discharge hood and thermostat. Includes a cutout to prevent operation while the engine is running
 - g) Labor and material to install the Gregory Poole supplied differential CT's
 - h) Wire the jacket water heater to the panelboard
 - i) Wire the generator strip heater to the panelboard
 - j) Install a Gregory Poole Power Systems supplied battery charger and wire the charger alarm relays to the control panel
 - k) Install the Caterpillar supplied battery racks and CMCO supplied battery cables for use with the Caterpillar supplied lead acid batteries
 - l) CMCO supplied battery heating wraps complete with a thermostat for use with the Caterpillar supplied lead acid batteries
 - m) All wiring is installed in surface mounted EMT (Electrical Metallic Tubing) with compression fittings, liquid tight flexible conduit, and galvanized steel boxes. All wire will be THHN unless otherwise noted and all liquid tight flexible conduit runs will be less than three feet long. PLEASE NOTE: All CMCO supplied conduit and wiring installed to current NEC Code requirements (NFPA 70)
14. Enclosure exhaust accessory group including the following items:
- a) 316 Stainless-steel exhaust roof dress cap installed
 - b) CMCO supplied low profile, pancake style muffler for installation inside the enclosure. The muffler is to be ordered with 2.00-inch-thick internal insulation

- c) Mounting brackets to install the CMCO supplied low profile, pancake style muffler inside the enclosure complete with flexible connections to the engine including all gaskets and hardware
 - d) 316 Stainless-steel silencer outlet extension complete with gaskets, hardware, and a 316 stainless-steel rain cap
 - e) CMCO supplied and installed insulation blankets for the flex assemblies
15. Finishing group including the following items:
- a) Generator set pickup at the Lafayette, IN Caterpillar factory
 - b) Labor to complete the final assembly of the generator set and enclosure to the base
16. Finish paint the base and enclosure using CMCO standard system including the following items:
- a) Shot blast the subbase prior to painting
 - b) Caulk all enclosure seams prior to painting
 - c) Prime coat: Two-component urethane
 - d) Intermediate coat: One-component epoxy ester (enclosure only)
 - e) Topcoat: Two-component acrylic modified alkyd enamel with polyurethane enhancer
17. Shipping group including the following items:
- a) Labor and materials to prepare the unit for shipment. The enclosure and generator set will be removed from the subbase for shipment and require re-installation at the job site. The enclosure will have a plywood floor installed for shipping
18. Four (4) year warranty on CMCO manufactured items and workmanship. The warranty is only good in the continental US.
19. UL classification group including the following items and requirements:
- Classified for construction per UL 2200
 - FFTP classification label under file E490755
 - This label is for construction only; field evaluation is not included
20. Submittal materials group including the following items:
- General outline drawing.
 - Electrical wiring schematics
 - Catalog data sheets for all CMCO purchased items
 - As-Built drawings

CMCO will provide two field service person to supervise/help with the re-assembly of the CMCO supplied parts at the job site. The field service person's responsibility is to work with the contractor/dealer supplied personnel and not the completion of the installation. The field service person will be at the job site up to ten hours a day for two (2) days. The installing contractor/dealer must provide personnel and tools to assemble the unit. Ultimately the installation responsibility remains with the purchasing dealer. PLEASE NOTE: This does not include electrical inter-connects.

- A. Load test at 0.8 power factor. Includes visual recordings every 15 minutes of the following:
- Amperage, voltage, frequency, RPM, coolant temperature, oil temperature, oil pressure, ambient temperature, and time of day
 - Dranetz analyzer with a strip chart recorder to record sub cycle voltage and frequency transients during the test
 - 3-hour @ 100% load
 - 1-hour @ 75% load
 - 1-hour @ 50% load
 - 1-hour @ 25% load
 - Please Note: Generator Alignment testing will be conducted by a CMCO supplied technician
 - CMCO supplied load bank for testing
 - Certified Test Report

Generator Enclosure Exceptions:

- A. We have taken exception to section 2.10-B of the specification on providing calcium silicate insulation on the CMCO supplied exhaust. Because of its rigid material, calcium silicate insulation is not suitable for this type of application. Instead, we have offered an interior insulated silencer and insulation blankets for the flex and elbow assemblies within the enclosure
- B. We have taken exception to section 2.14-C of the specification on providing a fill whistle in our vent line as the air pressure required to activate the whistle cannot be achieved. Instead, we have provided an indicating light within view of the person filling the tank
- C. We have taken exception to section 2.15-D.1 of the specification on providing combination power unit due to the lead time and expense. Instead, we are providing a 30kVA, 480:120/208, 3 phase, step down transformer with a fused disconnect switch and a breaker type panelboard rated 120/208-volt three phase and complete with a bolt-in style main circuit breaker and bolt-in style branch circuit breakers

Generator Tests:**Factory Test**

- B. Load test at 0.8 power factor. Includes visual recordings every 15 minutes of the following:
- Amperage, voltage, frequency, RPM, coolant temperature, oil temperature, oil pressure, ambient temperature, and time of day
 - Dranetz analyzer with a strip chart recorder to record sub cycle voltage and frequency transients during the test
 - 3-hour @ 100% load
 - 1-hour @ 75% load
 - 1-hour @ 50% load
 - 1-hour @ 25% load

- Please Note: Generator Alignment testing will be conducted by a CMCO supplied technician
- CMCO supplied load bank for testing
- Certified Test Report
 - Factory Standard, Certified at 0.8 Power Factor
 - On-Site: Standard Site Load Startup Service Procedures Performed During Our Normal Business Hours (No Fuel Included)
 - On-Site: Four (4) Hour Resistive/Reactive Loadbank Testing Procedures Performed During Our Normal Business Hours (No Fuel Included)
 - On-Site: One (1) Hour Building Site Load Testing Performed During Our Normal Business Hours (No Fuel Included)
- Three (3) Operation and Maintenance Manuals
- Owner/Operator Training at Time of Startup
- Spare Parts per Spec
- Oil Sampling Kit
- Four (4) Year Standby Warranty, Covers Parts, Labor and Travel.
- Freight to First Destination in Raleigh, NC area (Jobsite, Storage Yard, etc.)

***Related Items Not Included*:**

- Unloading equipment
- Setting In Place
- Installation of the Equipment (Including shipped loose accessories)
- Wiring terminations or splice kits. (Including control wires)
- Coordination Studies for Relays or Breakers or Relay Calibration/Setting/Testing.
- Breaker Settings or Breaker Testing.
- Initial fill of Fuel and fuel for startup and testing.
- On site Pressure testing of the fuel tank. (If Required)
- All non UL 142 or UL 2085 signage and site specific labeling by others.
- Lugs on Generator Bus Bars or the breakers.
- Infrared Scanning of equipment supplied above.
- NETA / Independent Testing.
- **Any Applicable Taxes.**

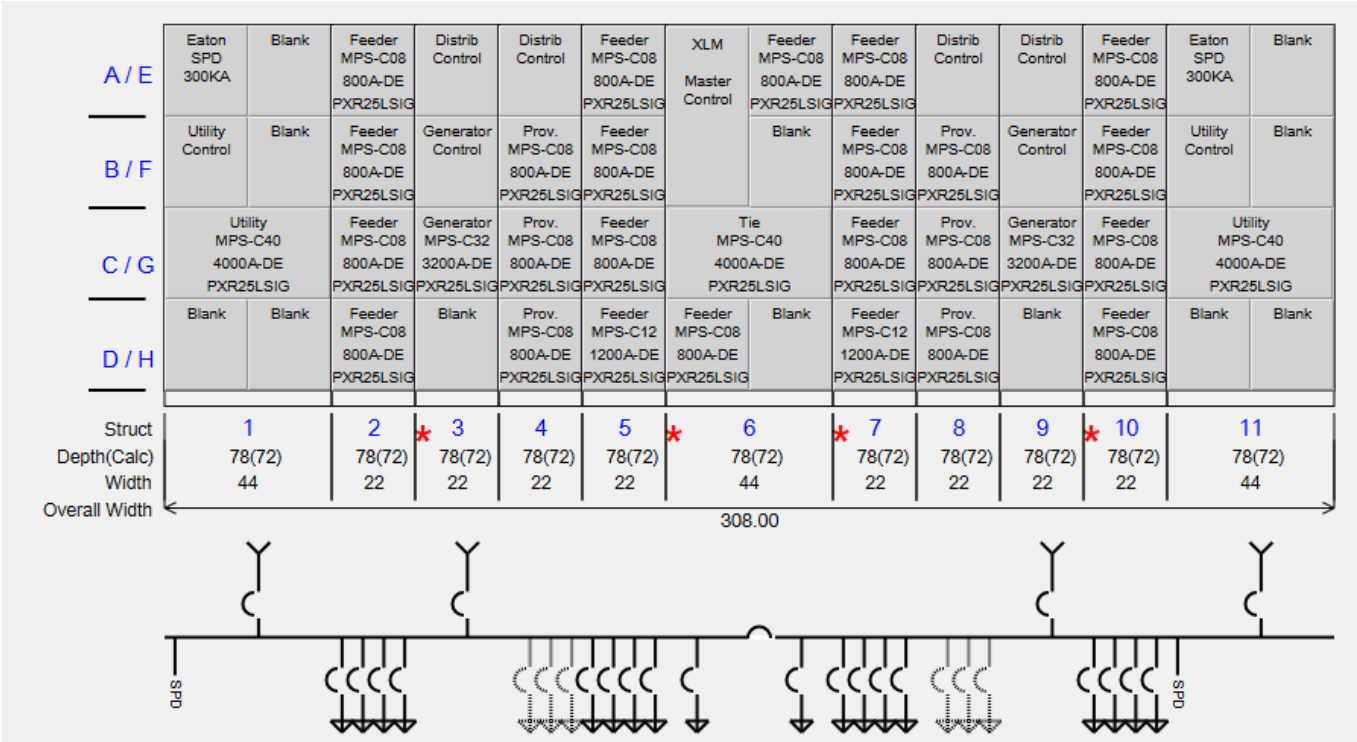
Switchgear Bill of Materials

Number of Lineups	(2) Lineups: MSG-2 and MSG-3
System Voltage	480VAC (3 phase 3 wire with grounded neutral at Main Breakers.)
Qty Gensets & Engine Mounted Control Panel Type	Controls are budgeted for (2) Gensets on Each Lineup. Each genset equipped with ECS200 controls
Certification	UL1558
NEMA Rating	NEMA1
Factory Acceptance Testing	INCLUDED
Startup Services	INCLUDED

TECHNICAL OFFER

SWITCHGEAR LAYOUT DRAWINGS:

Lineup: MSG-2



Note: All dimensions in layout are for reference only. Breaker arrangements and structure count may change with final engineering.

SWITCHGEAR BILL OF MATERIAL

Lineup: MSG-2

Structure Configuration:

- Voltage / Hz Rating: 480V / 60Hz
- Wire Configuration: 3-Phase / 3-Wire (each utility main provides a means to bond the neutral cables coming in from the Duke transformer)
- Gear Certification: UL1558
- Service Entrance Rated
- Main Bus Rating: 4000 Amps (150kA Bus Bracing)
- Bus Density: 1000A per square inch
- Insulated Bus
- Enclosure Rating: NEMA 1
- Cable Access: Rear Access
- Cable Compartment Closure: Doors with 3-point latch (Pad-lockable)
- Cable Compartment Barriers: Segregation Barriers between Cable and Bus Compartment / Segregation Barriers between Vertical Structures
- Seismic: IBC/CBC
- Color: ANSI 61
- 2-Hole Compression
- Shutters on all breakers
- IR Windows: 4" with crystal screen
- Surge Protection: 300kA on each main bus
- Heaters: With 1 Thermostat per shipping split
Heater Power Source: (2) Internal CPT provided. One tapped off each main bus.
- Control Power for Electrically Operated Breakers: 125VDC Charge/Close/Trip
- Accessories:
 - Standard Breaker Accessory kit
 - Standard Racking Handle
 - Overhead Breaker Lifting Device
- (2) Generator Breakers:
 - Breaker Amp Rating: (2) 3200AF / 3000AT
 - Breaker Interrupt Rating: 100kAIC
 - Breaker Operation: Electrically Operated
 - Trip Unit Model: PXR25
 - Trip Functions: LSIG
 - Arc Energy Reduction ($\geq 1200AF$): ERMS with local trip unit status only
 - Trip Coil Monitor
- (2) Utility Breakers:
 - Breaker Amp Rating: (2) 4000AF / 4000AT
 - Breaker Interrupt Rating: 100kAIC
 - Breaker Operation: Electrically Operated
 - Trip Unit Model: PXR25
 - Trip Functions: LSIG
 - Arc Energy Reduction ($\geq 1200AF$): ERMS with local trip unit status only
 - Trip Coil Monitor
- (1) Tie Breakers:
 - Breaker Amp Rating: (1) 4000AF / 4000AT
 - Breaker Interrupt Rating: 100kAIC
 - Breaker Operation: Electrically Operated
 - Trip Unit Model: PXR25
 - Trip Functions: LSIG
 - Arc Energy Reduction ($\geq 1200AF$): ERMS with local trip unit status only
 - Trip Coil Monitor
- Distribution Breakers:
 - Breaker Interrupt Rating: 100kAIC
 - Breaker Operation: Electrically Operated

- Trip Unit Model: PXR25
- Trip Functions: LSIG
- Arc Energy Reduction ($\geq 1200\text{AF}$): ERMS with local trip unit status only
- Trip Coil Monitor
- Breaker Amp Ratings:
 - (16) 800AF
 - (6) 800AF Provisions
 - (2) 1200AF

Controls Configuration: The following controls will be integrated and pre-wired into the Medium Voltage controls compartments within the switchgear

Master Controls

- Automation Platform: Distributed PLC
- Master Control Redundancy: None
- Data Interface to Building Management System
- Industrial Ethernet Switch
- DC-DC Voltage Converter
- HMI Touchscreen: 19.5" LCD Color
 - Standard HMI Features Include:
 - Wide Screen Color-Animated Graphics
 - Built-in Security requiring users to login with proper credentials to gain system access.
 - Time & Date-Stamped Alarm Summary Report.
 - System Oneline Diagram with breaker positions, source metering data, and color-coded indication of energized bussing.
 - System Control Screen featuring switches required for operator-initiated modes of operation.
 - Settings Screens for the System and each Source
 - Load Demand Screen for adjusting Setpoints and Control
 - Load Shed Screen for adjusting Setpoints and Control
 - Generator Control Screens include:
 - Manual Start/Stop Controls
 - Status Indications: Engine Stopped, Running, Cooldown, Alarm, Shutdown
 - Genset Data Screen for each genset contains graphical representation of specified data.
 - Individual Source Metering Screens to display Volts, Amps, kW, kVAR, Frequency, Power Factor
 - Individual Source Control Screens for Auto/Manual Control and Real-Time Synchroscope for each breaker used for paralleling.
 - NFPA 110 Annunciation Screen for each generator, utility, and tie breaker in system that shall contain all of the status and alarm points specified.
 - Load Distribution Breaker Control Screen
 - Smart Navigation that allows the operator to control the system while maintaining view of the Oneline Diagram.
 - Automatic Push Notifications inform the operator as the system transitions between modes of operation.
 - Light Mode/Dark Mode to accommodate different lighting conditions.
 - User- Customizable Real-Time Data Trending
 - Downloadable Reports for Plant Metering, Generator Tuning Parameters, and Settings.
 - Seamless Help Features and Tips
 - Access to System Modes of Operation Descriptions
 - Access to Detailed Design Drawings and Operator Manual
 - Explanation of Symbolology provided on the HMI controls

Generator Controls

- Number of Gensets Being Controlled: 2
- Engine-Mounted Control Panel Type: ECS100
- Control Features:

- Auto/Manual Breaker Control and Monitoring
- Genset Start/Stop Control
- Auto/Manual Synchronizing
- High-Speed Genset Data Link
- High-Speed Digital Metering Graphically Displayed: 3-Phase Voltage/Current, Frequency, Power Factor, kW, kVAR, and Synchscope
- Real and Reactive Isochronous Load Sharing
- Dynamic load sharing with multiple generator buses
- NFPA110 Generator Annunciation
- Circuit Breaker Control Switch with Red/Green/Amber LED Pilot Lights (breaker open/closed/trip coil monitor indication)
- (1 Only) Power Quality Meter: Eaton PXM1300

Utility Breaker Controls

- Number of Utility Breakers Being Controlled: 2
- Control Features:
 - Auto/Manual Breaker Control and Monitoring
 - Auto/Manual Synchronizing
 - High-Speed Digital Metering Graphically Displayed: 3-Phase Voltage/Current, Frequency, Power Factor, kW, kVAR, and Synchscope
 - NFPA110 Annunciation
- Circuit Breaker Control Switch with Red/Green/Amber LED Pilot Lights (breaker open/closed/trip coil monitor indication)
- Multifunction Relay Model: SEL751
- Electroschwitch Lockout Relay (86)
- (1 Only) Power Quality Meter: Eaton PXM1300

Tie Breaker Controls

- Number of Tie Breakers Being Controlled: 1
- Control Features:
 - Auto/Manual Breaker Control and Monitoring
 - Auto/Manual Synchronizing
 - High-Speed Digital Metering Graphically Displayed: 3-Phase Voltage/Current, Frequency, Power Factor, kW, kVAR, and Synchscope
 - NFPA110 Annunciation
- Circuit Breaker Control Switch with Red/Green/Amber LED Pilot Lights (breaker open/closed/trip coil monitor indication)

Feeder Breaker Controls

- Number of Feeder Breakers Being Controlled: 24
- Control Features:
 - Auto/Manual Breaker Control and Monitoring

BATTERY SYSTEM BILL OF MATERIAL

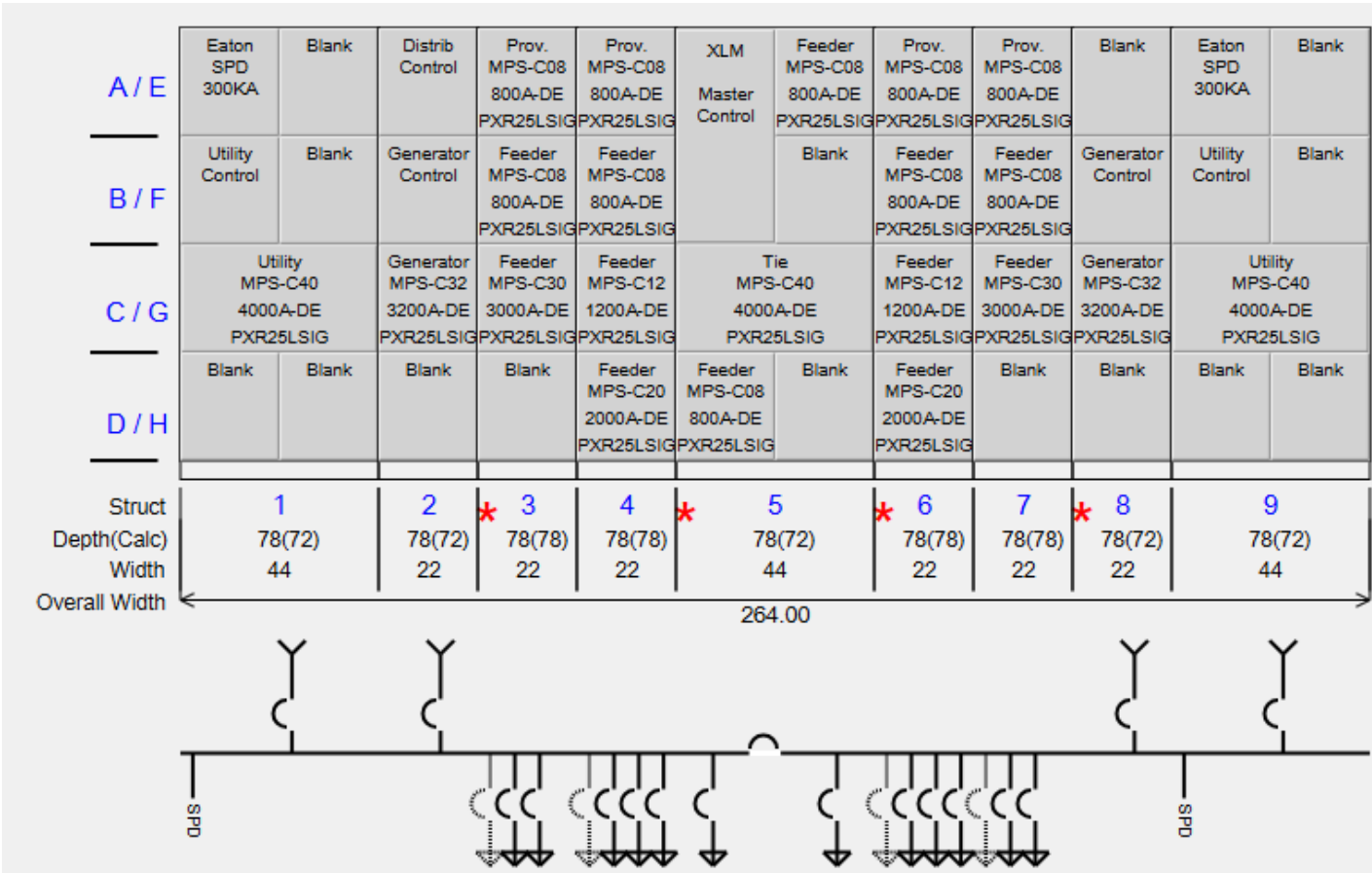
- (1) 48VDC Station Battery System
- Flooded NiCad
 - Battery Rack
 - Charging: Wall-Mounted Charger

AVAILABLE SPARE PARTS			
Parts	☐ Assembled Master PLC (Qty:) ☐ Assembled Generator PLC (Qty:) ☐ Assembled Utility/Tie PLC (Qty:) ☐ Assembled Distribution IO Module (Qty:) ☐ Assembled RTU IO Module (Qty:)	☐ Touchscreen (Qty:) ☐ Touchscreen Processor (Qty:) ☐ Ethernet Switch (Qty:) ☒ Power Transformer(Qty: 1) ☐ 24VDC Power Supply (Qty:) ☐ UPS (Qty:) ☐ Circuit Breaker Control Switch (Qty:) ☐ 86 Lockout Switch (Qty:)	☐ Power Breaker ○ AF/AT Rating: (Qty:) ☒ Box of Control Fuses for each size used (Qty:1) ☒ Green LED Pilot Lights (Qty: 3) ☒ Red LED Pilot Lights (Qty: 3) ☐ White LED Pilot Lights (Qty:) ☐ Amber LED Pilot Lights (Qty:)

TECHNICAL OFFER

SWITCHGEAR LAYOUT DRAWINGS:

Lineup: MSG-3



Note: All dimensions in layout are for reference only. Breaker arrangements and structure count may change with final engineering.

SWITCHGEAR BILL OF MATERIAL

Lineup: MSG-3

Structure Configuration:

- Voltage / Hz Rating: 480V / 60Hz
- Wire Configuration: 3-Phase / 3-Wire (each utility main provides a means to bond the neutral cables coming in from the Duke transformer)
- Gear Certification: UL1558
- Service Entrance Rated
- Main Bus Rating: 4000 Amps (150kA Bus Bracing)
- Bus Density: 1000A per square inch
- Insulated Bus
- Enclosure Rating: NEMA 1
- Cable Access: Rear Access
- Cable Compartment Closure: Doors with 3-point latch (Pad-lockable)
- Cable Compartment Barriers: Segregation Barriers between Cable and Bus Compartment / Segregation Barriers between Vertical Structures
- Seismic: IBC/CBC
- Color: ANSI 61
- 2-Hole Compression
- Shutters on all breakers
- IR Windows: 4" with crystal screen
- Surge Protection: 300kA on each main bus
- Heaters: With 1 Thermostat per shipping split
Heater Power Source: (2) Internal CPT provided. One tapped off each main bus.
- Control Power for Electrically Operated Breakers: 125VDC Charge/Close/Trip
- Accessories:
 - Standard Breaker Accessory kit
 - Standard Racking Handle
 - Overhead Breaker Lifting Device
- (2) Generator Breakers:
 - Breaker Amp Rating: (2) 3200AF / 3000AT
 - Breaker Interrupt Rating: 100kAIC
 - Breaker Operation: Electrically Operated
 - Trip Unit Model: PXR25
 - Trip Functions: LSIG
 - Arc Energy Reduction ($\geq 1200AF$): ERMS with local trip unit status only
 - Trip Coil Monitor
- (2) Utility Breakers:
 - Breaker Amp Rating: (2) 4000AF / 4000AT
 - Breaker Interrupt Rating: 100kAIC
 - Breaker Operation: Electrically Operated
 - Trip Unit Model: PXR25
 - Trip Functions: LSIG
 - Arc Energy Reduction ($\geq 1200AF$): ERMS with local trip unit status only
 - Trip Coil Monitor
- (1) Tie Breakers:
 - Breaker Amp Rating: (1) 4000AF / 4000AT
 - Breaker Interrupt Rating: 100kAIC
 - Breaker Operation: Electrically Operated
 - Trip Unit Model: PXR25
 - Trip Functions: LSIG
 - Arc Energy Reduction ($\geq 1200AF$): ERMS with local trip unit status only
 - Trip Coil Monitor
- Distribution Breakers:
 - Breaker Interrupt Rating: 100kAIC
 - Breaker Operation: Electrically Operated

- Trip Unit Model: PXR25
- Trip Functions: LSIG
- Arc Energy Reduction ($\geq 1200\text{AF}$): ERMS with local trip unit status only
- Trip Coil Monitor
- Breaker Amp Ratings:
 - (2) 800A Future Provisions
 - (6) 800AF
 - (2) 1200AF
 - (2) 2000AF
 - (2) 3000AF

Controls Configuration: The following controls will be integrated and pre-wired into the Medium Voltage controls compartments within the switchgear

Master Controls

- Automation Platform: Distributed PLC
 - Master Control Redundancy: None
 - Data Interface to Building Management System
 - Industrial Ethernet Switch
 - DC-DC Voltage Converter
 - HMI Touchscreen: 19.5" LCD Color
- Standard HMI Features Include:
- Wide Screen Color-Animated Graphics
 - Built-in Security requiring users to login with proper credentials to gain system access.
 - Time & Date-Stamped Alarm Summary Report.
 - System Online Diagram with breaker positions, source metering data, and color-coded indication of energized bussing.
 - System Control Screen featuring switches required for operator-initiated modes of operation.
 - Settings Screens for the System and each Source
 - Load Demand Screen for adjusting Setpoints and Control
 - Load Shed Screen for adjusting Setpoints and Control
 - Generator Control Screens include:
 - Manual Start/Stop Controls
 - Status Indications: Engine Stopped, Running, Cooldown, Alarm, Shutdown
 - Genset Data Screen for each genset contains graphical representation of specified data.
 - Individual Source Metering Screens to display Volts, Amps, kW, kVAR, Frequency, Power Factor
 - Individual Source Control Screens for Auto/Manual Control and Real-Time Synchroscope for each breaker used for paralleling.
 - NFPA 110 Annunciation Screen for each generator, utility, and tie breaker in system that shall contain all of the status and alarm points specified.
 - Load Distribution Breaker Control Screen
-
- Smart Navigation that allows the operator to control the system while maintaining view of the Online Diagram.
 - Automatic Push Notifications inform the operator as the system transitions between modes of operation.
 - Light Mode/Dark Mode to accommodate different lighting conditions.
 - User- Customizable Real-Time Data Trending
 - Downloadable Reports for Plant Metering, Generator Tuning Parameters, and Settings.
 - Seamless Help Features and Tips
 - Access to System Modes of Operation Descriptions
 - Access to Detailed Design Drawings and Operator Manual
 - Explanation of Symbolology provided on the HMI controls

Generator Controls

- Number of Gensets Being Controlled: 2
- Engine-Mounted Control Panel Type: ECS100
- Control Features:
 - Auto/Manual Breaker Control and Monitoring

- Genset Start/Stop Control
- Auto/Manual Synchronizing
- High-Speed Genset Data Link
- High-Speed Digital Metering Graphically Displayed: 3-Phase Voltage/Current, Frequency, Power Factor, kW, kVAR, and Synchscope
- Real and Reactive Isochronous Load Sharing
- Dynamic load sharing with multiple generator buses
- NFPA110 Generator Annunciation
- Circuit Breaker Control Switch with Red/Green/Amber LED Pilot Lights (breaker open/closed/trip coil monitor indication)
- (1 Only) Power Quality Meter: Eaton PXM1300

Utility Breaker Controls

- Number of Utility Breakers Being Controlled: 2
- Control Features:
 - Auto/Manual Breaker Control and Monitoring
 - Auto/Manual Synchronizing
 - High-Speed Digital Metering Graphically Displayed: 3-Phase Voltage/Current, Frequency, Power Factor, kW, kVAR, and Synchscope
 - NFPA110 Annunciation
- Circuit Breaker Control Switch with Red/Green/Amber LED Pilot Lights (breaker open/closed/trip coil monitor indication)
- Multifunction Relay Model: SEL751
- Electroschwitch Lockout Relay (86)
- (1 Only) Power Quality Meter: Eaton PXM1300

Tie Breaker Controls

- Number of Tie Breakers Being Controlled: 1
- Control Features:
 - Auto/Manual Breaker Control and Monitoring
 - Auto/Manual Synchronizing
 - High-Speed Digital Metering Graphically Displayed: 3-Phase Voltage/Current, Frequency, Power Factor, kW, kVAR, and Synchscope
 - NFPA110 Annunciation
- Circuit Breaker Control Switch with Red/Green/Amber LED Pilot Lights (breaker open/closed/trip coil monitor indication)

Feeder Breaker Controls

- Number of Feeder Breakers Being Controlled: 16
- Control Features:
 - Auto/Manual Breaker Control and Monitoring

BATTERY SYSTEM BILL OF MATERIAL

- (1) 48VDC Station Battery System
 - Flooded NiCad
 - Battery Rack
 - Charging: Wall-Mounted Charger

AVAILABLE SPARE PARTS			
Parts	☐ Assembled Master PLC (Qty:) ☐ Assembled Generator PLC (Qty:) ☐ Assembled Utility/Tie PLC (Qty:) ☐ Assembled Distribution IO Module (Qty:) ☐ Assembled RTU IO Module (Qty:)	☐ Touchscreen (Qty:) ☐ Touchscreen Processor (Qty:) ☐ Ethernet Switch (Qty:) ☒ Power Transformer(Qty: 1) ☐ 24VDC Power Supply (Qty:) ☐ UPS (Qty:) ☐ Circuit Breaker Control Switch (Qty:) ☐ 86 Lockout Switch (Qty:)	☐ Power Breaker ○ AF/AT Rating: (Qty:) ☒ Box of Control Fuses for each size used (Qty:1) ☒ Green LED Pilot Lights (Qty: 3) ☒ Red LED Pilot Lights (Qty: 3) ☐ White LED Pilot Lights (Qty:) ☐ Amber LED Pilot Lights (Qty:)

SWITCHGEAR CLARIFICATIONS, DEVIATIONS & EXCEPTIONS

Applicable Project Documents	
Specification or Drawing	Date
Specification Section: 262300	May 2025
Drawing Number: E102, E103, E263	May 2025
Drawing Number: E265	February 2025

General exception has been taken to any other specification and drawing.

Cat Switchgear takes complete exception and holds no responsibility subject to FAR clauses within specifications or contracts.

When included, the Factory Witness Test will highlight the equipment physical design, the HMI screens, and the control system's ability to perform the approved Sequence of Operations. Simulators will be utilized in lieu of actual generators or utility service. The FWT process will cover many, but not all, project details, variations, combinations of equipment operation, installation requirements, and operations. No Hi-pot testing will be performed during the test. A detailed Factory Witness Test script will be provided after the project is released for manufacturing. Any incremental testing requests or additional time requested will be provided under a separate quote. Travel expenses to be handled by others.

Specification Section #	Clarifications, Deviations, and Exceptions	Notes
262300		
1.01.D	Clarification	This proposal includes Caterpillar Switchgear design utilizing Eaton switchgear and breakers.
1.01.E	Deviation	The switchgear manufacturer will provide complete in-house production, including structure, major components, and wiring, however, control devices such as protective relays, PLCs, controls components will be sourced from various vendors and assembled by Caterpillar Switchgear.
1.01.H.1 - .5	Exception	The specifications for Section 26 32 13 - Engine Generators pertain to major electrical equipment for the Utley Creek WRF 8 MGD Expansion; related sections were not provided for review.
1.03.A	Deviation	Specification 013300 was not provided to us for review.
1.03.A.5	Exception	Field Quality Control and preparation for Startup is the responsibility of others and will be provided by others.
1.03.A.6	Exception	All installation and certification shall be provided by others.
1.04.C.7	Deviation	Wiring Diagrams will not be provided for Submittals but only issued for As Built Drawings.
1.07	Exception	Identification is the responsibility of others and will be provided by others.
1.08.A	Clarification	Offering includes our Standard Manufacturer's Two Year Warranty, covering repair labor, travel expenses, and expendables necessary for jobsite repairs.
2.01.B	Clarification	The switchgear will be manufactured by Caterpillar Switchgear using Eaton structures and circuit breakers.
2.02.B.3	Deviation	Offering is for a system with 100kA bus bracing is standard practice, however, 150kA symmetrical Bus Bracing is included with this proposal. The system interrupt rating is 100kA Maximum and not 150kA.
2.02.N	Deviation	Feeder circuit breakers are not indicated to be Electrically Operated but are provided with E.O. functions. As such, the Circuit Breaker Control Switches are not provided on the front doors for feeders, but are only provided via the HMI Touch Screen.

3.01	Exception	Installation is the responsibility of others and will be provided by others.
3.02	Exception	Painting is the responsibility of others and will be provided by others.
3.02.A	Deviation	All touch-up work for scratched or abraded surfaces will utilize the same factory finish coating.
3.03	Exception	Testing is the responsibility of others and will be provided by others.
3.05.A	Exception	Field adjustments are the responsibility of others and will be provided by others.
Drawing Section # 103	Clarifications, Deviations, and Exceptions	Notes
Section Dimensions MSG-3	Deviation	Section widths will be 44" and 22" as indicated above for a total width of 264 inches.
2500kW Generator	Deviation	A 2.5MW Generator is 3,007 amps full load. This proposal provides a 3200A frame breaker with 3000A sensors and not a 4000A frame circuit breaker.
2000A Tie Breaker	Deviation	This proposal keeps a 4000A frame Tie Breaker and not a 2000A breaker. This allows full transfer of Utility load to power Bus A or B.
Drawing Section # E265	Clarifications, Deviations, and Exceptions	Notes
Section Dimensions MSG-2	Deviation	Section widths will be 44" and 22" as indicated above for a total width of 308 inches.
2500kW Generator	Deviation	A 2.5MW Generator is 3,007 amps full load. This proposal provides a 3200A frame breaker with 3000A sensors and not a 4000A frame circuit breaker.
2000A Tie Breaker	Deviation	This proposal keeps a 4000A frame Tie Breaker and not a 2000A breaker. This allows full transfer of Utility load to power Bus A or B.
Other Comments		

***Related Items Not Included*:**

- Unloading equipment
- Setting In Place
- Installation of the Equipment (Including shipped loose accessories)
- Wiring terminations or splice kits. (Including control wires)
- Coordination Studies for Relays or Breakers or Relay Calibration/Setting/Testing.
- Breaker Settings or Breaker Testing.
- Initial fill of Fuel and fuel for startup and testing.
- On site Pressure testing of the fuel tank. (If Required)
- All non UL 142 or UL 2085 signage and site specific labeling by others.
- Lugs on Generator Bus Bars or the breakers.
- Infrared Scanning of equipment supplied above.
- NETA / Independent Testing.
- **Any Applicable Taxes.**

GENERATOR PRICING

Price for (2) CAT 3516 2500 kW Generators.....	\$2,846,823.00
Sourcewell Generator Discount – 36% Off List Price	- <u>\$1,024,856.28</u>
Total NET PRICE for (2) Generators	\$1,850,196.72 (Plus Tax)

SWITCHGEAR PRICING

Price for CAT Switchgear MSG-2 &3	\$3,968,176.44
Sourcewell Switchgear Discount – 12% Off List Price	- <u>\$ 476,181.17</u>
Total NET PRICE for Switchgear	\$3,491,995.27 (Plus Tax)

Other Goods and Services*

Price for “Other Goods & Services”	\$1,093,612.80
Sourcewell Discount – 5% Off List Price	- <u>\$ 54,970.68</u>
Total NET PRICE for “Other Goods & Services	\$1,038,822.80 (Plus Tax)

* “Other Goods and Services” includes Generator Enclosures, Radiator Mounted Load Banks, Freight, Startup, Load Bank Rental, Spare Parts, etc.

TOTAL NET PRICE (Including Discounts), F.O.B. Jobsite...\$ 6,381,014.79 (Plus Tax)

Pricing Breakouts

Freight (Included in Net Pricing Above) – \$72,000.00

Field Services (Included in Net Pricing) – \$40,000

ADDER Service contract will addressed in a separate contract.

ADDER for 2-Year Generator Service Agreement (If Desired) - \$19,442.00

STORAGE

Gregory Poole Equipment Company agrees that the Town of Holly Springs can store the generators and switchgear, listed in the quote above, at our facility in Garner, NC at no charge until January 2027. When the equipment arrives at the Gregory Poole Facility, the Town of Holly Springs will be billed 90% of the contract value for the stored material. The remaining 10% will be billed after startup and commissioning is completed. Gregory Poole Equipment Company is not responsible for offloading the generators once they reach our facility or reloading and transporting the generators and switchgear to the jobsite.

Notes and Comments:

- Quote based solely on information provided to GPEC.
- Quoted per Sourcewell Contract #092222-CAT

**GENERAL TERMS FOR ALL QUOTATIONS
FROM GREGORY POOLE POWER SYSTEMS:**

1. CONTRACT. Unless otherwise stated, all sales transactions are expressly subject to these terms and conditions. Credit sales likewise are subject to credit approval. No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon Gregory Poole Power Systems ("Company") unless assented to expressly in writing by an authorized representative of Company. Buyer shall not rely on any statement or representation of any party (including, without limitation, any Company sales representative) that alters, adds to or differs from these terms and conditions, and no such statement or representation shall be recognized by or be binding upon Company. Any and all provisions of Buyer's Purchase Order or other documents that add to or differ from these Terms and Conditions are EXPRESSLY rejected. No waiver of these Terms and Conditions or acceptance of others shall be construed from any failure of Company to raise objection.

2. QUOTATIONS AND PUBLISHED PRICES. Quotations automatically expire forty-five (45) calendar days from the date issued unless otherwise stated in the Quotation and are subject to withdrawal by notice within that period. Company reserves the right unilaterally to extend such Quotation up to six (6) months from the date of issuance. Prices shown on the published price list and other published literature issued by the Company are not unconditional offers to sell, and are subject to change without notice. Company's price for equipment, unless otherwise specified, does not include an allowance for installation and/or final on-site adjustment. Prices shall be subject to adjustment to those in effect at time of shipment.

3. TAXES AND INSURANCE. Company's prices do not include any applicable sale, use, excise or similar taxes; and the amount of any such tax which Company may be required to pay or collect will be added to each invoice unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities. Where a Buyer fails to furnish the required documentation, the previously unpaid sales, use, excise or similar tax will be billed to the Buyer. If upon subsequent sales, use, excise or similar tax audit, an exemption certificate provided to Company by Buyer is, through no fault of Company, determined to be invalid, Company will attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer. If Buyer fails timely to furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, the previously unpaid sales, use, excise or similar tax will be billed to Buyer.

Buyer, at its sole cost and expense, shall keep any and all equipment delivered hereunder insured to the extent of its full insurable value with a standard all-risk Inland Marine Insurance Policy covering physical damage to the equipment, with any loss payable to Company. Insurance coverage shall commence on or before the time at which title to such equipment passes to Buyer. Buyer shall be responsible for obtaining at its sole cost and expense any other insurance coverage that may be necessary or appropriate.

4. TERMS. Except as otherwise provided herein, TERMS ARE CASH, NET THIRTY (30) DAYS, from date of invoice. Amounts past due are subject to a service charge of 1.5% per month (or fraction thereof), or maximum contract rate permitted by law, and any payments will be applied first to service charges due. If Company deems that, by reason of the financial condition of the Buyer or otherwise, the continuance of production or shipment on the terms specified herein are not justified, Company may require full or partial payment in advance. The terms provided herein supersede any customer or trade practice regarding service charges, time of payment or any other term of payment.

5. DELIVERY. Delivery dates indicated in the contact documents are approximate and are based on prompt receipt of all necessary information regarding the equipment covered by the contract. Company will use reasonable efforts to meet the indicated delivery dates, but cannot be held responsible for its failure to do so. Company shall not be liable for delays in delivery or in performance or failure to manufacture or deliver, due to: causes beyond its reasonable control; acts of God, acts of Buyer, acts of civil or military authority, priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot, or delays in transportation; or inability on account of causes beyond its reasonable control to obtain the necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. In the event of any delay caused by Buyer, Company will store and handle all items ordered at Buyer's risk and will invoice Buyer for the unpaid portion of the contract price, plus storage, insurance and handling charges, on or after the date on which the equipment is ready for delivery, payable in full within ninety (90) days from invoice date. Title to the equipment and risk of loss shall pass to Buyer upon delivery to a carrier.

6. DELIVERY AND HANDLING CHARGES. Unless otherwise specified, shipments are F.O.B. Company's premises. Delivery and handling charges will be prepaid and billed as a separate item on the equipment invoice on the basis of Company's current freight policies. Buyer may also specify and use a designated freight carrier. In the absence of such specification, goods will be shipped by the method and via the carrier chosen by Company.

7. SHIPPING AND PACKING. All material shall be carefully packed for shipment and Company will not be responsible for loss, delay or breakage after having received "in good order" receipts from the carrier. All claims for breakage, loss, delay and damage should be made to the carrier. Shipping weights and dimensions given in Company's materials areas close to actual as practicable, but are not guaranteed. No claims will be allowed because of any discrepancy between actual weight or dimensions shipped and listed data.

8. SUBSTITUTIONS. Unless specifically restricted on a purchase order, Company reserves the right to substitute the latest superseding design and manufactured equivalent product where the interchangeability of the product is based on form, fit, and function, in place of the product offered.

9. CHANGES. Buyer may with the express written consent of Company make changes in the specifications for equipment or work covered by the contract. In such event, the contract price and delivery dates shall be equitably adjusted. The Company shall be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes, and for work and materials required to effect said changes.

10. NONCONFORMITY. All equipment sold by Company is to be inspected before shipment, and should any of such equipment prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Company, Buyer shall not return the goods, but shall notify Company immediately, stating full particulars in support of its claim, and Company will either replace the goods upon return of the defective or unsatisfactory material or shall adjust the matter fairly and promptly, but under no circumstances shall Seller be liable for consequential or other damages, losses or expenses in connection with or by reason of the use of or inability to use materials purchased for any purpose.

11. CANCELLATION. Undelivered parts of any order may be canceled by the Buyer only with the written approval of Company. If Buyer makes an assignment for the benefit of creditors or in the event that the Company for any reason feels insecure about Buyer's willingness or ability to perform, then Company shall have the unconditional right to cancel this sales transaction. In the event of any cancellation of this order by Buyer, Buyer shall pay to Company the reasonable costs and expenses (including engineering expenses and all commitments to suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company's usual rate of profit for similar work. In the event Company agrees to accept equipment for restocking, a minimum charge of twenty-



3201 Integrity Drive
Garner, North Carolina 27529

Telephone (919) 219-1669
Fax (919) 890-4334 Page 23 of 23

five percent (25%), based on the sales price to Buyer of said equipment, will apply.

12. SECURITY INTEREST. Buyer agrees to pay for the equipment according to the Company's payment terms and does hereby grant to the Company a purchase money security interest in the equipment until such time as it is fully paid. Buyer hereby appoints Company as its Attorney-in-Fact and authorizes Company, at Buyer's expense, to take such action as may be necessary to perfect and protect Company's security interest, including the filing and/or recording of Uniform Commercial Code Financial Statements, and grants Company the right to execute Buyer's name thereto. In the event of a default by Buyer, Company shall be entitled to any of the rights and remedies provided by law. Buyer hereby authorizes Company, at Buyer's expense, to file or record any statement, memorandum or other instrument showing the interest of Company in the equipment, including Uniform Commercial Code Financing Statement, and grant Company the right to execute Buyer's name thereto. Buyer agrees to pay or reimburse Company for any searches, filings, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Buyer shall at its expense protect and defend Company's title against all persons claiming against or through Buyer, at all times keeping the equipment free from any legal process or encumbrance whatsoever, including, but not limited to liens, attachments, levies and executions, and shall give Company immediate written notice thereof and shall indemnify Company from any loss caused thereby.

13. DEFAULT. Upon default and placing of this instrument with an attorney for collection or repossession of the equipment, Buyer agrees to reimburse Company for its reasonable attorneys' fees and court costs incurred in connection therewith.

14. BUYER ACCEPTANCE. My apparatus delivered hereunder shall be deemed to be fully accepted by Buyer unless Company receives written notice of rejection of any such apparatus within ten (10) days after the date of delivery to Buyer.

15. WARRANTIES. COMPANY MAKES NO REPRESENTATION, GUARANTY OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, THAT EXTEND BEYOND THE DESCRIPTION OF EQUIPMENT, UNLESS REDUCED TO WRITING AND MADE A PART OF THIS CONTRACT. IN ADDITION, ALL EQUIPMENT SHALL BE WARRANTED SOLELY BY THE MANUFACTURER OF SAID EQUIPMENT PURSUANT TO THE TERMS OF THAT MANUFACTURER'S SUPPLIED WARRANTY.

16. DISCLAIMER OF DAMAGES AND LIMITATION OF LIABILITY. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY TYPE OF SPECIAL CONSEQUENTIAL INCIDENTAL OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEPT DAMAGES ARISING OUT OF OR RESULTING FROM COMPANY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down-time costs, increased construction costs or claims of Buyer's customers or contractors for such damages. Buyer agrees that in the event of a transfer, assignment or lease of the equipment sold hereunder, Buyer shall secure for Company the protection afforded to it in the paragraph set forth immediately below.

Company shall not be liable for any loss, claim, expense or damage caused by, contributed to, or arising out of the acts or omissions of Buyer or third parties (including carriers), whether for negligence or otherwise. In no event shall Company's liability for any cause of action whatsoever exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity or tort (including negligence). Buyer agrees to defend and hold Company harmless from any claim or suit arising hereunder.

17. REGULATORY LAWS AND/OR STANDARDS. Company takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations which may affect its products; however, Company recognizes that its products are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its product will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.

18. NUCLEAR. Purchaser represents and warrants that the equipment covered by this contract shall not be used in or in connection with a nuclear facility or application.

19. NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE. If Company provides Buyer with assistance or advice which concerns any parts, products, or services supplied hereunder or any system or equipment in which any such part, product or service may be installed and which advice is not required pursuant hereto, the furnishing of such assistance or advice shall not subject Company to any liability whether based in contract, warranty, tort (including negligence) or otherwise.

20. NONDISCLOSURE. The terms of this Quotation are confidential, and the terms of any Quotation provided by Company, are confidential and none of the details connected herewith may be disclosed by Buyer to any third party without Company's prior written consent.

21. NONASSIGNMENT. This order may not be assigned by Buyer, in whole or in part, without Company's prior written consent.

22. ENTIRE AGREEMENT AND AMENDMENT. This Quotation constitutes the entire agreement between Company and Buyer with respect to the transactions hereunder and no representation, promise or condition not set forth herein has been relied upon by Buyer or shall be binding upon either party hereto.

23. VENUE. Buyer agrees that any legal action arising out of or resulting from this Agreement shall be filed and maintained in the Civil District Court for the County of Wake, North Carolina.

24. INTERPRETATION. Should any term or provision contained in the contract contravene or be invalid under applicable law, the contract shall not fail by reason thereof but shall be construed in the same manner as if such term or provision had not appeared therein.

This contract shall be interpreted in accordance with the laws of the State of North Carolina.

PLEASE REVIEW YOUR SPECIFICATIONS TO BE SURE THAT THE APPARATUS DESCRIBED ABOVE MEETS YOUR REQUIREMENTS. This quotation covers items listed herein and does not constitute a specific job proposal. All equipment furnished loose for installation by others unless specifically listed as installed. Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise. Relay and/or System Coordination Study is not included unless specifically noted. Telephone and verbal orders are to be confirmed in writing. We reserve the right to correct stenographic or clerical errors. Gregory Poole Power Systems not responsible for occurrences beyond our control. This quotation is made subject to Gregory Poole Standard Terms and Conditions. This quotation is valid for Forty-five (45) days from date of issue.

ACCEPTANCE

BY GREGORY POOLE POWER SYSTEMS

See preceding signature page

DATE _____

Joe Airington

DATE 08/21/25



EXHIBIT B

 X **Insurance requirement waived**

 Lower Insurance Limit Approved

Approved by: _____

Printed Name: John Schifano

 Certificate of Insurance attached

COI Expires: _____

EXHIBIT C

WARRANTY INFORMATION:

☒ Attached hereto

☐ Found at the following link:

☐ Not Available/Applicable



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

New Business

Title: Wake County Emergency Operations Plan and Mutual Aid Agreement

Strategic Priority Area: Community Safety

Staff Resource: Paul Liquorie, Police Chief, LeRoy Smith, Fire Chief

Action(s):

Adopt and authorize the Mayor to sign the Wake County Emergency Operations Plan and authorize the Town Manager to sign the Mutual Aid Agreement.

Explanation:

- Wake County has updated its 2014 Emergency Operations Plan.
- The purpose of the Wake County Emergency Operations Plan is to describe and define actions and roles necessary to provide a coordinated response to planned events, emergencies, or disasters affecting the County.
- The updates reflect changes to policies by clarifying the roles and responsibilities of municipalities and the County before, during, and after an event.
- The Plan also outlines the processes for sending and/or receiving mutual aid assistance among the local governments in Wake County.

Background:

- In the mid-2000s, Wake County and each municipality adopted the National Incident Management System as its framework for responding to and managing events. This framework is expressed in the Emergency Operations Plan and outlines structure, positions, roles, responsibilities and communications. Periodically, after events, exercises, discovery of best practices, or changes in the physical environment (infrastructure, population, etc.), adjustments are made to reflect changing complexity, and needs and growth in the community.
- Mutual Aid is a long-standing practice among public safety agencies. The proposed mutual aid agreement not only includes mutual aid for public safety personnel but any employee or function within the organization, from inspectors, information technology staff to administrative staff, which were highly sought after following Hurricane Helene. All personnel, equipment, supplies or other resources under the direction of the Holly Springs Town Manager are covered under the Agreement.
- Although the Agreement already exists with the County, there have been changes in the law providing additional liability protection for first responders, reimbursement qualifications, and procedures for providing or receiving assistance.
- Participation in the mutual aid system also makes the Town of Holly Springs a default participant in the national mutual aid system known as the Emergency Management Assistance Compact (EMAC).

Funding Source(s):

N/A

Attachment(s):

1. Wake County EOP 2025
2. Mutual Aid Agreement Town Council Version

Wake County Emergency Operations Plan

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1 INTRODUCTION

The Emergency Operations Plan (EOP) for Wake County, NC, outlines the County's response framework for emergencies and disasters, serving as the foundation for managing both planned and unplanned events. It establishes coordination before, during, and after an event in accordance with local, state, and federal emergency response guidance. The plan details the functions, structure, stakeholders, activities, personnel, resources, capabilities, mutual aid processes, and goals of Wake County during emergencies or disasters.

The EOP emphasizes response operations, which include actions taken immediately after an incident to save and sustain lives, meet basic human needs, and reduce property loss and impacts on critical infrastructure and the environment. These operations also aim to lessen the physical, psychological, social, and economic effects of an incident.

Designed to be read and understood before an emergency occurs, the EOP outlines the activities of Wake County employees and partner agencies within a county-wide emergency management system. Wake County recognizes that effective preparedness requires a collaborative approach, involving a wide range of individuals, agencies, organizations, and other whole-community partners. This inclusive approach ensures that everyone who lives, works, or travels in Wake County receives the most effective response possible.

2 EOP STRUCTURE

The Wake County Emergency Operations Plan is supported by a wide range of documents. Some of these documents are stored separately for ease of use.

2.1 Base Plan

The base plan describes the fundamental systems, strategies, policies, assumptions, responsibilities, and operational priorities Wake County will utilize to guide emergency management efforts. Essential elements of the Base Plan include high-level overviews of:

- Services that are provided by governmental departments and agencies and how resources are mobilized.
- Methods for carrying out emergency operations and the process for rendering mutual aid.
- Systems for providing public information.
- Continuity planning to ensure uninterrupted government operations.

These elements culminate with a comprehensive emergency management concept of operations, which outlines the relationships and responsibilities of county government and its departments.

Appendices are part of the main base plan and provide additional information that supports the document. The Emergency Operations Base Plan is utilized congruently with all appendices and supporting documentation during emergency response and recovery operations.

2.2 Annexes

Annexes are stand-alone documents that provide greater details or supplementary material while supporting the main document. The Wake County Emergency Operations Plan organizes the annexes by either function or hazard type. Annexes are supported by Standard Operating Procedures/ Standard Operating Guidelines (SOP/SOG) that outline specific tasks for each position listed within the plan.

2.2.1 Functional Support Annexes

Functional support annexes contain plans that describe and identify key operational functions for emergency purposes not described within the base plan. These annexes build upon the base plan and provide roles and responsibilities of stakeholders, government, and non-government agencies to carry out specific emergency functions.

2.2.2 Hazard-Specific Annexes

Hazard-specific annexes contain plans that describe operational response information applicable to a particular threat or hazard. These annexes include hazard-specific information and provide the roles and responsibilities of stakeholders, government, and non-government agencies to meet operational response needs during a particular type of disaster event.

2.3 Standard Operating Procedures (SOPs)

SOPs are documents that support a specific plan by providing formal, written guidelines or instructions for performing the duties of a role within incident response. When developing SOPs, planners should also consider how any activities delineated within the EOP interact with, support, or require support from other partners. SOPs must also ensure inclusionary planning for vulnerable people, including those with access and functional needs.

Documents that support SOP/SOGs are either referred to as job aides or attachments.

2.4 Job Aides

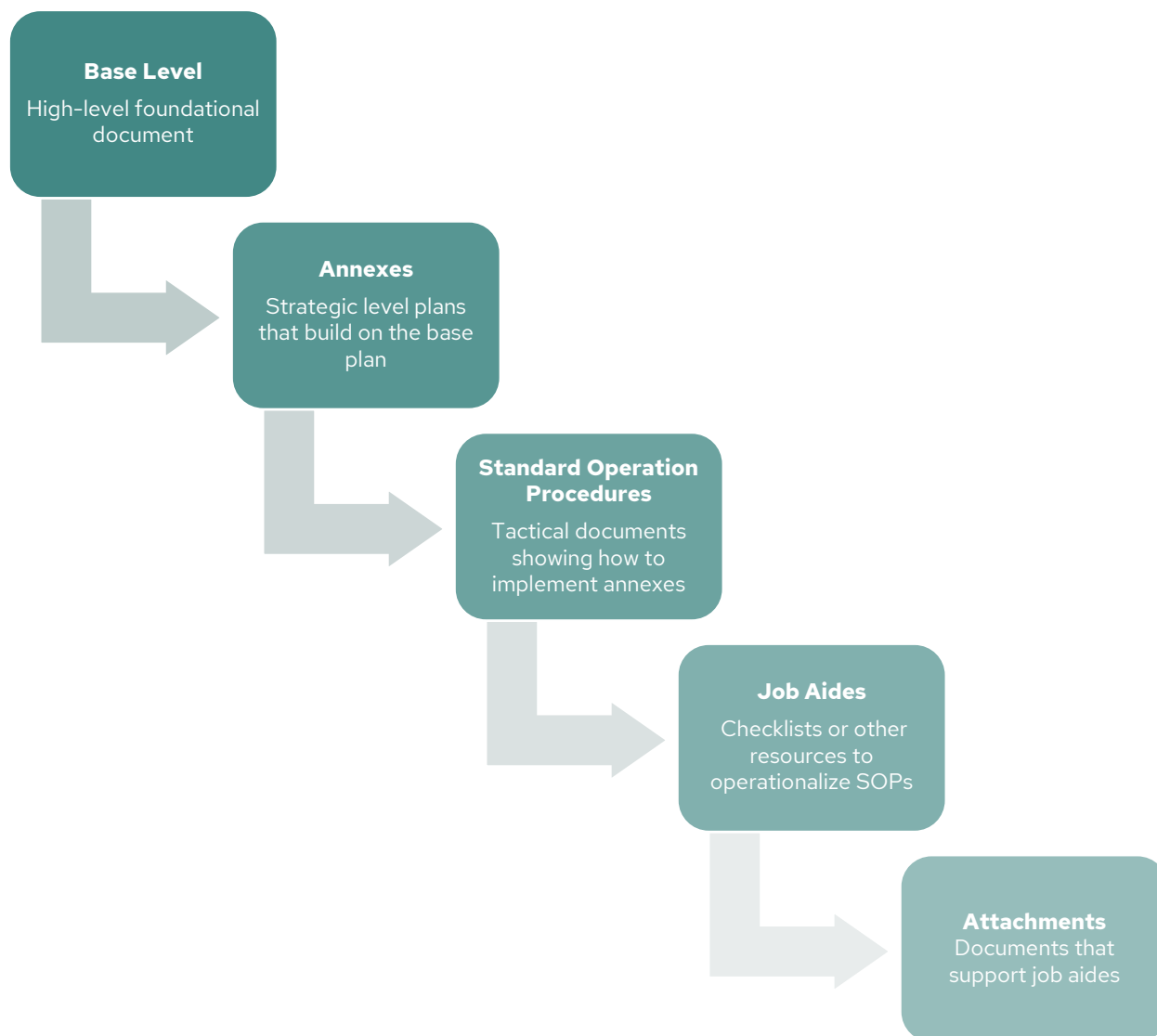
Job aides are documents that provide written instructions for performing a task so that the task is performed uniformly across the incident. Job aides assist responders in implementing their SOP/SOGs.

2.5 Supporting Plans/Documents

Additional plans and procedures developed in support of the EOP, such as mutual aid agreements, mitigation plans, Wake County departmental Standard Operating Procedures (SOPs), and any related procedures, are incorporated by reference and maintained separately from the Base Plan. Some of these supporting plans may be appended to the end of the Base Plan as deemed appropriate. Where supporting plans are inconsistent with the general principles described in the Wake County EOP, the Wake County plan will supersede supporting plans.

2.5.1 Memorandum Of Understanding (MOU)

MOUs are also referred to as Memorandums of Agreement (MOAs). These agreements are worked out before an event to specify the mutually accepted expectations of all parties for the use of resources, personnel, equipment, or facilities during an emergency. Wake County also participates in mutual aid agreements, which will be discussed later in this document.



3 PROMULGATION

3.1 Wake County Emergency Operations Plan Promulgation

The primary role of government is to provide for its residents' safety and welfare through certain services. Said welfare and safety is rarely more threatened than during disasters. Emergency management aims to ensure that measures for protection, prevention, mitigation, response, and recovery exist so that public welfare and safety are preserved.

The Wake County Emergency Operations Plan provides a comprehensive framework for county-wide emergency management and addresses the roles and responsibilities of governmental organizations. The planning process engages local, State, Federal, private, and other whole-community stakeholders, organizations, and resources that may be obligated to address disasters and emergencies in Wake County.

The Wake County Emergency Operations Plan ensures consistency with current policy guidance. The plan will continue to evolve, responding to lessons learned from actual disasters and emergency experiences, ongoing planning efforts, training and exercise activities, and Federal guidance. Minor updates to this document will be completed in the course of normal business operations, and material changes will be presented to the Wake County Board of Commissioners.

Therefore, in recognition of the emergency management responsibilities of the Wake County government and with the authority vested in the Wake County Board of Commissioners, the Wake County Emergency Operations Plan is hereby promulgated.

This plan supersedes all previously dated versions of the Wake County Emergency Operations Plan.

Date

Chairman, Wake County Board of Commissioner

4 STATEMENT OF APPROVAL AND IMPLEMENTATION

The undersigned agrees to the responsibilities assigned to the named agency or jurisdiction in the Wake County Emergency Operations Plan. By signing this Statement of Approval, I agree to implement the roles and responsibilities outlined in this plan with the equivalent departments within my jurisdiction or organization. Any revisions to emergency operations plans within my jurisdiction or organization should be consistent and allow integration with this plan.

_____	_____
Date	Chairman, Wake County Board of Commissioner
_____	_____
Date	Mayor, City of Durham
_____	_____
Date	Mayor, City of Raleigh
_____	_____
Date	Mayor, Town of Angier
_____	_____
Date	Mayor, Town of Apex
_____	_____
Date	Mayor, Town of Cary
_____	_____
Date	Mayor, Town of Fuquay-Varina
_____	_____
Date	Mayor, Town of Garner

Date	Mayor, Town of Holly Springs
Date	Mayor, Town of Knightdale
Date	Mayor, Town of Morrisville
Date	Mayor, Town of Rolesville
Date	Mayor, Town of Wake Forest
Date	Mayor, Town of Wendell
Date	Mayor, Town of Zebulon
Date	Chairman, Raleigh-Durham International Airport

5 PURPOSE, SCOPE, SITUATION, ASSUMPTIONS

5.1 Purpose

The purpose of the Wake County Emergency Operations Plan (EOP) is to describe and define the actions and roles necessary to provide a coordinated response to planned events, emergencies, or disasters affecting Wake County. This plan establishes the mechanism to determine necessary actions by Wake County departments, agencies, private organizations, and other partners to protect life, property, the environment, and the economy.

5.2 Scope

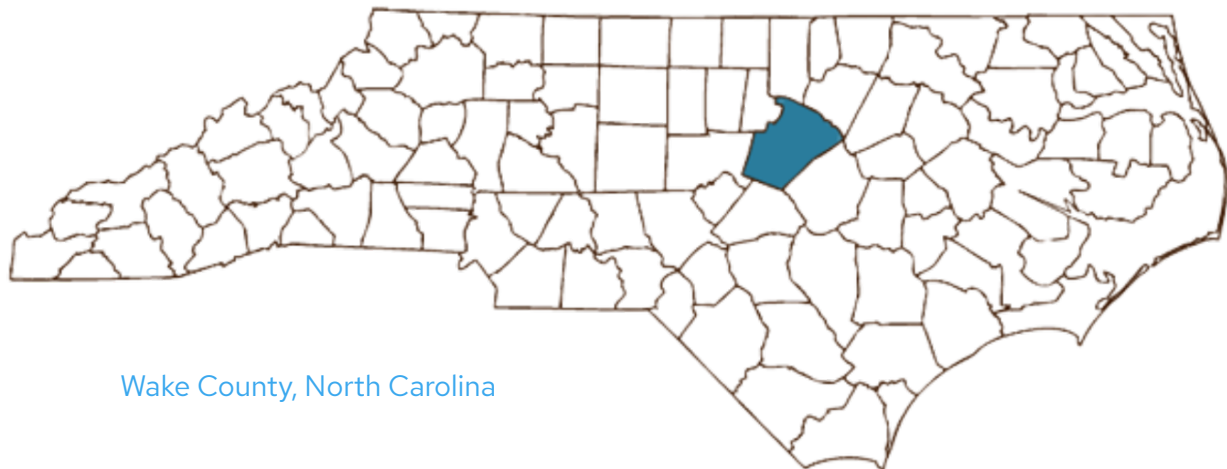
This plan applies to all participating departments, agencies, partner organizations, and other identified stakeholders within Wake County. It may be activated in support of planned events, local emergency situations, and major disasters affecting the entire county or a portion of the county and in support of disaster response elsewhere in the State or country. The precipitating event may be anticipated or in progress when this plan is activated.

It is the responsibility of officials under this plan to save lives, protect property, relieve human suffering, sustain survivors, protect the environment, and guide the recovery of the economy.

5.3 Situation Overview

This section provides a general outline of Wake County's characteristics and an overview of steps taken to prepare for disasters. A detailed analysis of historic hazards, existing vulnerabilities, assessed risks, and potential terrorist threats is provided in the Wake County Threat Hazard Identification and Risk Assessment (THIRA).

Any emergency or disaster, individually or in combination with other emergencies, may cause a serious situation within the County. These incidents will vary in size and intensity. For this reason, planning efforts are made as general as possible so that significant latitude is available in their application and considering the potential for simultaneous occurrence of emergencies or disasters in multiple locations.



Wake County, North Carolina

5.3.1 Geography

Wake County is located in the North Carolina Emergency Management Central Branch, Area 7, and U.S. Department of Homeland Security Federal Emergency Management Agency (DHS/FEMA) Region IV. Wake County lies in the Piedmont region of North Carolina and is bounded on the east by Nash County, the south by Harnett and Johnston counties, the north by Franklin and Granville counties, and the west by Durham and Chatham counties. Wake County contains the state capital and comprises 12 municipalities, 20 townships, and approximately 500 square miles of unincorporated communities (see Appendix F).

5.3.2 Topography

Wake County occupies a total area of 860 square miles, of which 835 square miles is land and 25 square miles is water. Some topographic markers are Harris Lake, Lake Crabtree, Crabtree Creek, Lake Johnson, the Neuse River, and portions of Falls Lake.

5.3.3 Population Characteristics

Wake County, North Carolina, is home to over 1 million residents, with thousands more visiting regularly to study, work, and relax. According to the 2022 North Carolina State Demographer, the county has a population of approximately 1.1 million people. During daytime hours, the population is estimated to exceed 1.9 million due to the influx of workers, students, and visitors attending significant events such as the North Carolina State Fair and traveling through Raleigh-Durham International Airport (RDU).

5.3.4 Risk Profile

5.3.4.1 NATURAL HAZARDS

5.3.4.1.1 Climate

Wake County has a subtropical climate with four distinct seasons and moderate temperatures in the fall, winter, and spring. The county's average annual rainfall is 44.7 inches, the average annual snowfall is 4.7 inches, and the average annual precipitation is 45.23 inches.

5.3.4.1.2 Severe Weather

Wake County is susceptible to a variety of severe weather events. These include, but are not limited to, tornados, damaging winds, heavy rainfall, and hail. Severe weather events can cause cascading effects such as impacts on transportation systems, utilities, or critical infrastructure.

5.3.4.2 HUMAN-CAUSED

5.3.4.2.1 Domestic/International Terrorism

According to the Federal Bureau of Investigations, terrorism remains a significant threat to the safety of residents across the United States. Terrorism is defined as acts dangerous to human life that are a violation of the criminal laws of the United States or of any State that appear to be intended either to intimidate or coerce a civilian population, to influence the policy of a government by intimidation or coercion; or to affect the conduct of a government by mass destruction, assassination, or kidnapping. There are three major types of terrorism.

5.3.4.2.1.1 International Terrorism

Violent, criminal acts committed by individuals and/or groups inspired by, or associated with, designated foreign terrorist organizations or nations (state-sponsored).

5.3.4.2.1.2 Domestic Terrorism

Violent, criminal acts committed by individuals and/or groups to further ideological goals stemming from domestic influences, such as those of a political, religious, social, racial, or environmental nature.

5.3.4.2.1.3 Lone Offenders

Terrorist threats have evolved from large-group conspiracies toward lone-offender attacks. These individuals often radicalize online and mobilize to violence quickly. Without a clear group affiliation or guidance, lone offenders are challenging to identify, investigate, and disrupt.

5.3.4.2.2 Targets

Wake County is a high-profile area with numerous potential targets. As the host of North Carolina's capital, it features several major sports teams, event venues, religious institutions, and a variety of both soft and hard targets. These diverse locations and events present potential opportunities for terrorist attacks.

5.3.4.2.3 Resources

There are significant law enforcement and intelligence resources available within Wake County. The Raleigh Police Department has a bomb squad, as do several other law enforcement agencies at the state and federal levels within Wake County. There are also several special tactical response teams as well as fusion centers operating within Wake County.

5.3.4.2.4 Hazardous Materials

Wake County has a variety of industries as well as educational, agricultural, and governmental facilities located throughout the county. As a result, a large amount of hazardous material is produced, stored, used, and transported throughout Wake County.

All fire departments in Wake County are trained to the Operations Level for hazardous materials response. The Raleigh Fire Department has one of seven Hazardous Materials Regional Response Teams (RRTs) within North Carolina. It is classified as a FEMA Type II Hazardous Materials team. Type II teams are qualified to respond to, assess, and mitigate a large-scale, complex, and sustained-duration incident that may involve multiple hazards comprised of known and/or unknown hazardous materials.

5.3.4.2.5 Transportation

Multiple major transportation corridors cross Wake County, including major U.S. interstate highways, rail, aviation, and pipeline routes.

5.3.4.2.5.1 *Major Motor Vehicle Traffic Arteries*

- Interstate 40
- Interstate 87
- Interstate 440
- Interstate 540
- U.S. Highway 1
- U.S. Highway 64
- U.S. Highway 70
- U.S. Highway 264
- U.S. Highway 401

- North Carolina Highway 42
- North Carolina Highway 50
- North Carolina Highway 54
- North Carolina Highway 55
- North Carolina Highway 96
- North Carolina Highway 97
- North Carolina Highway 98
- North Carolina Highway 231

5.3.4.2.5.2 *Railroads*

- Norfolk-Southern Railway
- CSX Transportation, Inc.
- Passenger rail operations

5.3.4.2.5.3 *Major Pipelines*

- Colonial Pipeline Company
- Dixie Pipeline Company
- Cardinal Pipeline Company
- Piedmont Natural Gas Company
- Public Service Company of North Carolina

5.4 Planning Assumptions

Wake County Office of Emergency Management considers the following assumptions to be fact for planning purposes and to execute the Wake County EOP. These assumptions indicate areas where adjustments to the plan must be made ad hoc, as any emergency or disaster evolves.

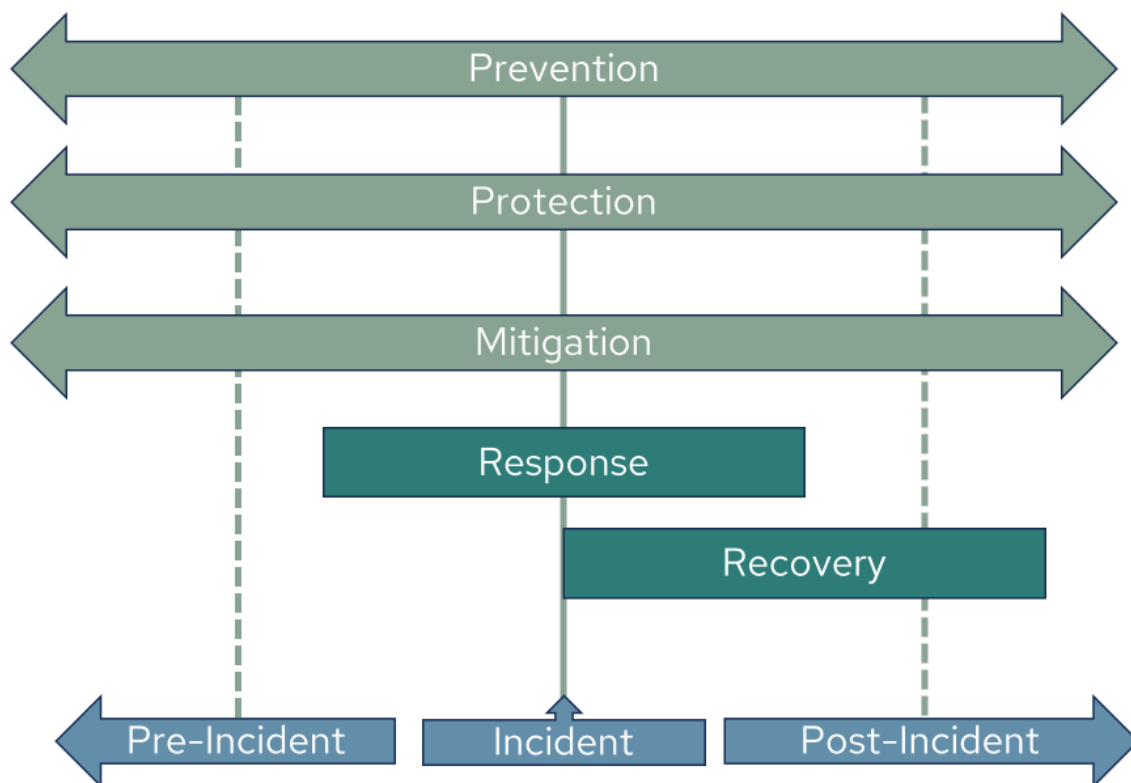
- Wake County officials are aware of the possible occurrence of an emergency or major disaster and their subsequent responsibilities in executing this plan.
- Wake County possesses sufficient resources to manage day-to-day emergencies. When Wake County resources are deemed insufficient, Wake County expects assistance from response organizations and departments from neighboring jurisdictions, the State of North Carolina, and/or the Federal government to supplement Wake County efforts in an efficient, effective, and coordinated response.
- State and Federal disaster assistance, if provided, will supplement rather than substitute for Wake County resources and efforts.
- Wake County does not expect any supplemental or outside assistance for at least 96 hours following the beginning of an emergency or disaster situation.
- Recovery planning will be implemented when Wake County begins emergency response actions necessary to protect the public.

6 CONCEPT OF OPERATIONS

This section provides a clear methodology to realize goals and objectives for executing the EOP. It includes an overview of the phases of emergency management, the general framework Wake County uses to manage emergencies, and how state and federal partners work with Wake County.

6.1 Phases of Emergency Management

Wake County recognizes that most emergencies occur with little or no warning, requiring near-immediate activation of this plan and the commitment and deployment of all obligated resources and personnel. This response is coordinated through five emergency management phases, implemented in the Presidential Policy Directive 8: National Preparedness. The National Preparedness Goal (NPG), published in September 2015, identifies 32 core capabilities grouped into five mission areas. While not every emergency or disaster will require coordination through all five phases, general response activities and emergency operations are accomplished through phase-specific objectives.



6.1.1 Prevention

The prevention phase includes those capabilities necessary to avoid, prevent, or stop a threatened or actual act of terrorism. Wake County's goal during the prevention phase is to identify threats and hazards as well as share information with assisting parties. With this goal in mind, Wake County coordinates across all disciplines to ensure intelligence and information is shared in a timely manner. Prevention activities include the following:

- Intelligence and information sharing
- Critical infrastructure and key resource identification and risk analysis

6.1.2 Protection

The protection phase includes activities to safeguard the homeland against acts of terrorism and human-made or natural disasters. Wake County's goal during the protection phase is to increase readiness and resiliency. Protection activities include the following:

- Wake County EOP activation, training, exercise, and updates.
- Public information, education, and outreach
- County- and department-level policies and procedures

6.1.3 Response

Coordination and response actions are transitioned from the preparedness to the response phase when a hazard is recognized as active or imminent. The goals of response actions for Wake County focus on the protection of life, property, the environment, and the economy. All response phase decisions are designed as protective measures and are made via the execution of a decision process that is outlined below.

6.1.3.1 *PRE-IMPACT RESPONSE PHASE*

Hazard Control and Assessment. Wake County will act to perceive and assess the threat or hazard and begin to select control and mitigation strategies. Primary operational priorities may include the following:

- Dissemination of accurate and timely emergency public information and warnings.
- Intelligence gathering and assessment of the evolving situation.
- Resource allocation and coordination.
- Incident access and control.

6.1.3.2 *IMPACT RESPONSE PHASE*

Protective Action Implementation. In this phase, Wake County will select protective action(s) appropriate to the evolving situation and deploy additional primary and support resources. Operational priorities may include the following:

- Dissemination of accurate and timely emergency public information and warnings.
- Deploying law enforcement.
- Coordinating emergency medical services (EMS), fire services, search, and HazMat.
- Ordering protective actions.
- Providing public health and medical care.
- Determination of the need for mutual aid.

6.1.3.3 *ASSESSMENT AND ALLOCATION OF SHORT-TERM NEEDS*

Short-term operational needs are determined and dependent upon actions and assessment during the Impact Response Phase. These operations often transcend the response and recovery phases. Short-term needs may include the following:

- Dissemination of accurate and timely emergency public information and warnings.
- Shelter operations.
- Continued medical treatment.
- Access and security adjustments.
- Determination of the need for (continued) mutual aid.

6.1.4 **Recovery**

Following stabilization of the emergency or disaster situation and resolution or establishment of life-safety issues, Wake County will shift the operational focus to recovery. Recovery operations may continue for an extended time frame. Strategies will be developed for short-term and long-term recovery. Recovery priorities may include the following:

- Physical restoration of essential services, facilities, and infrastructure.
- Facilitating search for funding sources.
- Making recommendations on restoration priorities.
- Coordinating and assisting with the recovery of other whole community and social services.
- Assisting as necessary with economic recovery.

6.1.4.1 *SHORT TERM RECOVERY*

Short-term recovery happens during days and weeks immediately following the disaster and is focused on addressing immediate needs. Short-term recovery phase activities will be simultaneous with the post-impact response phase.

- Impact area security
- Temporary shelter/housing
- Infrastructure restoration
- Debris management
- Emergency demolition
- Repair permitting
- Donations management
- Disaster assistance

6.1.4.2 LONG TERM RECOVERY

Long-term recovery happens months and years following the disaster, and is focused on rebuilding the physical, social, environmental, and economic components of an area.

- Land use practices
- Building construction practices
- Public health/mental health recovery
- Economic development
- Infrastructure resilience
- Historic preservation
- Environmental recovery
- Disaster memorialization

6.1.5 Mitigation

The mitigation phase transcends all phases of emergency management, as it involves actions that occur before, during, and after an emergency or disaster event. Mitigation focuses on eliminating or reducing the impact of hazards that threaten life, property, the environment, and the economy. All mitigation actions and the mitigation planning process are detailed in the Wake County Multi-Jurisdictional Hazard Mitigation Plan (2024).

The county is responsible for identifying potential improvements to reduce or remove the hazard vulnerability. All incident documentation, including damage assessments, situation reports, and action plans, will be reviewed to identify potential mitigation strategies that could be included in a future revision of the Wake County Hazard Mitigation Plan.

6.2 National Incident Management System (NIMS)

NIMS is a nationwide standardized approach to incident management and response. It establishes a uniform framework and vocabulary for emergency responders at all levels of government to utilize to conduct response operations. Wake County utilizes NIMS for organizing

emergency response operations in the field, in the emergency operations center, and integrates it into emergency plans across the county.

6.3 State and Federal Emergency Functions

6.3.1 Federal

Federal assistance will be provided to Wake County via the State under the overall direction of the Federal Coordinating Officer, as described in the North Carolina EOP (NC EOP Basic Plan, Concept of Operations). Federal assistance may consist of a Presidential Declaration of Emergency to facilitate supplemental Federal response and financial or technical assistance if resources are needed beyond the capabilities of the State of North Carolina. Some types of federal assistance may still be available even if there is not a federally declared event.

6.3.2 State of North Carolina

The North Carolina Department of Public Safety (NCDPS) maintains responsibility for statewide emergency operations coordination, including mutual aid requests as well as the coordination and communication link between the State and Federal disaster response systems. This coordination is managed by the Division of Emergency Management and assisted by the State Emergency Response Commission (SERC). The SERC acts in an advisory capacity to the Secretary of Public Safety, who serves as the State Administrative Agent to coordinate activities of the North Carolina State Homeland Security Program and the Domestic Preparedness Regions.

6.4 Emergency Operations Center (EOC)

The Wake County Emergency Operations Center (EOC) serves as a centralized hub for coordinating multi-agency operations, managing emergency response information, allocating resources, and tracking costs. It supports emergency responders, county departments, volunteer organizations, stakeholders, and, when necessary, state and federal agencies. While the EOC does not oversee tactical field operations, it enhances field response efforts by securing additional resources, sharing critical information, and planning for evolving incident needs. Upon activation, the EOC establishes communication and coordination with the Incident Commander (IC).

Initial incident response in Wake County is managed by Public Safety Answering Points (PSAPs) and dispatchers. The Wake County EOC is activated when a hazard poses, or is expected to pose, conditions requiring a significant deployment of resources from multiple sources. Its operational framework aligns with the North Carolina EOC to ensure seamless integration if state-level assistance is needed. The authority to activate the Wake County EOC rests with the Director of the Wake County Office of Emergency Management or their designated representative.

6.4.1 Activation Levels for EOC

Level IV (Monitoring Activation)

This level may be implemented whenever WCEM receives notice of an incident that may escalate to threaten the safety of the public. Information will be disseminated to pre-identified personnel via the Wake County EOC Standard Operating Procedure (SOP) during this activation. Personnel may partially staff the EOC to monitor conditions.

Level III (Event-specific Activation)

This activation is in response to a hazard-specific event that requires coordination. The Wake County EOC SOP dictates what positions, departments, and organizations receive this notification.

Level II (Limited Staff Activation)

This level may be implemented for a significant event. The Wake County EOC SOP dictates what positions, departments, and organizations receive this notification.

Level I (Full Staff Activation)

This level builds upon Level II and may include representatives from affected municipalities and representatives from agencies that support the functional branches, including North Carolina and Federal agencies. The Wake County EOC SOP dictates what positions, departments, and organizations receive this notification.

6.4.2 EOC Deactivation

The EOC Manager determines EOC deactivation or a change in activation level in consultation and agreement with Incident Commanders. The EOC Manager determines the need to deactivate or change activation level for an EOC based on incident stabilization, recovery needs, demobilization of field resources, public information needs, and on meeting of incident objectives.

6.5 Continuity Of Operations Plan

Continuity of Operations ensures that each organization within the county government can continue to perform its Mission Essential Functions (MEF), provide essential services, and deliver core capabilities during a disruption to routine operations. The possibility that emergency and disaster occurrences could disrupt government functions necessitates that all Wake County departments develop and maintain procedures to ensure continuity of operations capabilities. These procedures will designate who will make decisions if a manager is unavailable.

6.6 Continuity Of Government

Continuity of Government (COG) is a coordinated effort within the executive, legislative, and judicial branches to ensure that governance and essential functions continue to be performed before, during, and after an emergency. COG planning is intended to preserve essential functions and the statutory and constitutional authority of all levels of government across the United States. Wake County maintains a Continuity of Government (COG) plan that specifies and details issues of succession of command and authority.

7 ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

In addition to routine day-to-day responsibilities, all departments and divisions in Wake County maintain obligations to emergency functions to provide the most effective and efficient emergency operations in Wake County. Each department is responsible for understanding these obligations, as well as maintaining workforce development practices, training, and plans (as necessary) to maintain its own emergency preparedness as well as to participate in the Wake County Disaster Service Worker program, in which all Wake County employees are assigned specific roles they may be asked to perform during a disaster within Wake County. In addition, each department and division must appoint representatives to lead, and to coordinate required and requested emergency operations via the Wake County EOC. These EOC representatives must have the ability and authority to make decisions that affect emergency operations on behalf of their respective organizations. Delaying decisions such as allocating resources and personnel or providing additional services to the public can lead to serious consequences within the increased tempo of the EOC environment.

7.1 Incident Command System

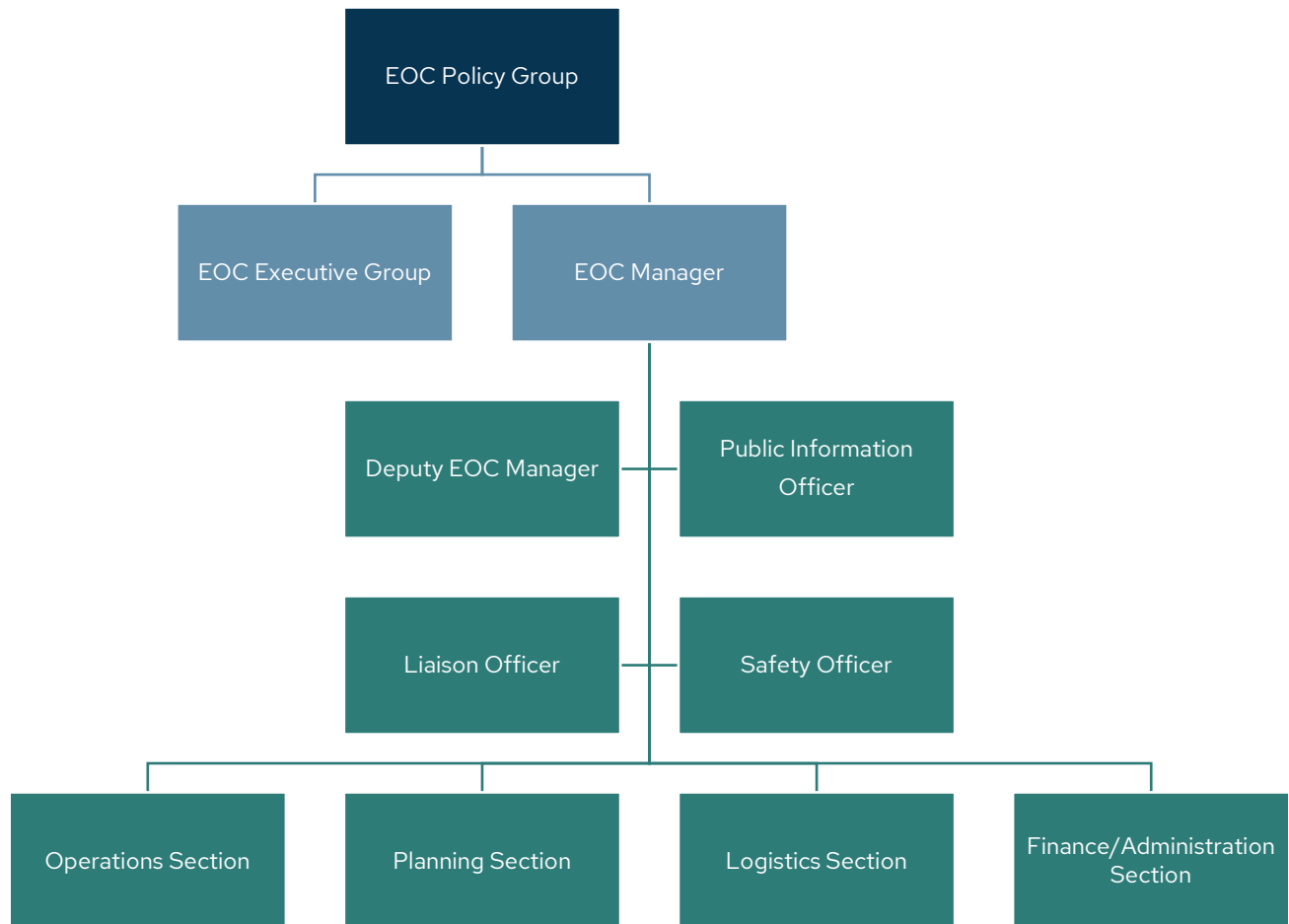
The Incident Command System (ICS) is a management system designed to enable effective and efficient domestic incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure. It enables incident managers to identify the key concerns associated with the incident, often under urgent conditions, without sacrificing attention to any component of the command system. ICS is used in the EOC as well as in the field daily for ease of communication.

The organizational structure used in Wake County during emergencies originates from three sources: the State of North Carolina Emergency Operations Plan, National Incident Management System (NIMS), and the Incident Command System (ICS) structure. The organizational structure is configured this way to maximize compatibility with State assets and incident commanders in the field. The response function format is compatible with State and Federal organizational structures, but these functions are placed in the context of the ICS.

ICS is structured to facilitate activities in several major functional areas.

ICS Functional Area	Wake County EOC Group	Responsibilities
Unified Coordination Groups	- EOC Policy Group - EOC Executive Group	- Policy Group: Make policy decisions for the incident. - Executive Group: Make policy decisions for county employees and county business operations based on the needs of the incident.
Command	- EOC Manager - Public Information Officer (PIO) - Liaison Officer - Safety Officer - Intelligence Officer (optional)	- EOC Manager: Make strategic decisions for EOC response. - PIO: Coordinates communication about the incident and response. - Liaison: Works with partner agencies to exchange information and determine needs. - Safety: Ensures that safety protocols are being followed during response operations. - Intelligence: Conducts information management.
Operations	Operations Section	Ensures that all essential emergency-related information and resource requests are received, processed, internally coordinated, and executed.
Planning	Planning Section	Responsible for collecting, evaluating, processing, distributing, and cataloging information about the emergency to all functional elements and agencies.
Logistics	Logistics Section	Obtains and provides essential personnel, facilities, equipment, and supplies and maintains an inventory of designed critical resources.
Finance and Administration	Finance and Administration Section	Provides general administrative and finance support related to EOC activities.

The organization chart below shows how the sections above are operationalized in the Wake County EOC.



7.2 EOC Policy Group

As required by North Carolina General Statute 166A 19.15, the Wake County Government will provide emergency management services and facilitate prevention, protection, mitigation, response, and recovery actions for presenting emergency or disaster situations.

The Wake County EOC Policy Group is responsible for overseeing county operations, including emergency operations. Its members include the Chairman of the Board of County Commissioners, the Wake County Attorney, the Wake County Manager, the Wake County Sheriff, and others as needed and dictated by the collective Policy Group and as an incident requires.

Position	Duties
Chairman of the Board of County Commissioners	- Issues emergency proclamations declaring States of Emergency or evacuation orders (see Appendix 7: Wake County State of Emergency Declaration Procedure). - Terminates States of Emergency or evacuation orders.
Wake County Legal Counsel	- Advises the EOC Policy Group on pertinent regulations and laws required for the acquisition and/or control of critical resources. - Advises the EOC Policy Group on the necessary ordinances and regulations to provide the legal basis for evacuation and/or population control. - Commences civil proceedings, as necessary and appropriate, to implement and enforce emergency actions and in cooperation with the Wake County District Attorney.
Wake County Manager	- Assures that members of the EOC Policy Group are aware of situation updates. - Serves as the liaison between the Chair of the Board of Commissioners and the EOC. - Appoints the EOC Manager.
Wake County Sheriff	- Assists in decision-making efforts and policy development on emergency operations and public affairs as required. - Advises the EOC Policy Group on law enforcement and public safety requirements and obligations.

7.3 EOC Executive Group

The Wake County EOC Executive Group oversees daily county operations during an emergency. This group includes representatives from the County Manager's Office and select members of the Senior Leadership Team, with additional members added as needed. The specific composition of the group for any incident is determined by the collective Executive Group based on the incident's requirements. This is not a standing group and has no permanent assignments; it is activated only when an incident necessitates changes in daily county operations.

7.4 Command Staff

Command Staff coordinates the overall county response effort and operates in conjunction with neighboring county resources as well as Federal and State assets that may be involved in emergency activities. Activities overseen by Command Staff are reported directly to the Wake County Policy Group. Command Staff includes the following members: the EOC Manager, the Public Information Officer (PIO), the Safety Officer, and the Liaison Officer(s).

Position	Duties
EOC Manager	• Issues formal requests for additional resources and assistance (other jurisdictions, State, Federal) • Evaluates incoming information and direct response efforts • Keeps the Policy Group and the EOC staff updated • Prioritizes emergency efforts taking place across the county when limited resources are available • Approves Incident Action Plans (IAPs) for each operational period • Delegates and designates responsibilities appropriate to the size and scope of the presenting emergency or disaster situation, including: • Serving as liaison with State and Federal agencies participating in response and recovery efforts • Maintaining coordination with appropriate governmental, public, and private enterprises to ensure their cooperative support in the event it is needed • Ensuring necessary narrative and operationally essential records are maintained during emergencies, and that appropriate information and reports are provided to higher, adjacent, and support jurisdictions
Public Information Officer (PIO)	• Collects and distributes accurate and timely information regarding emergency events as approved by the EOC Manager or their designee* • Advises the EOC Manager on public information matters • Leads and oversees communications functions in the Joint Information Center (JIC)/Joint Information System (JIS)

	• Participates in command and general staff meetings (the primary responding agency will take the lead in releasing information) • Establishes and maintains ground rules with the media and is the central clearinghouse for public communications and releases. *The Incident Commander/Unified Command or their designee must approve the release of all incident-related information. Note: Wake County appoints a single PIO per incident. All other PIOs participate as Assistants or as part of the JIS or JIC.
Safety Officer	• Monitors incident operations at an EOC level and advises the EOC Manager on pertinent life safety protective actions for the incident as a whole • Assumes responsibility for the safety of the EOC • Directs EOC staff and other personnel to appropriate actions in the event of an emergency at the EOC location • Holds the authority to suspend part or all of response or recovery operations if work conditions become unsafe for responders
Liaison Officer(s)	• Obtains cooperating and assisting agency information • Contacts and briefs assisting/cooperating agency representatives and mutual aid cooperators • Interviews agency representatives concerning resources and capabilities and restrictions on use and provide this information at planning meetings • Works with the PIO and the EOC Manager to coordinate media releases associated with inter-governmental cooperation issues • Manages partnerships with outside organizations, including private, corporate, and non-governmental organizations
Intelligence Officer (staffed by choice of the EOC Manager or their designee)	• Coordinates collection and handling of sensitive or critical intelligence • Analyzes and shares intelligence related to county, State, and National security, classified information, or other operational information, such as risk assessments, medical intelligence, and surveillance • Develops and manages information-related security plans and operations • Protects sensitive information of all types and ensures its transfer only to those needing access and maintain proper clearance

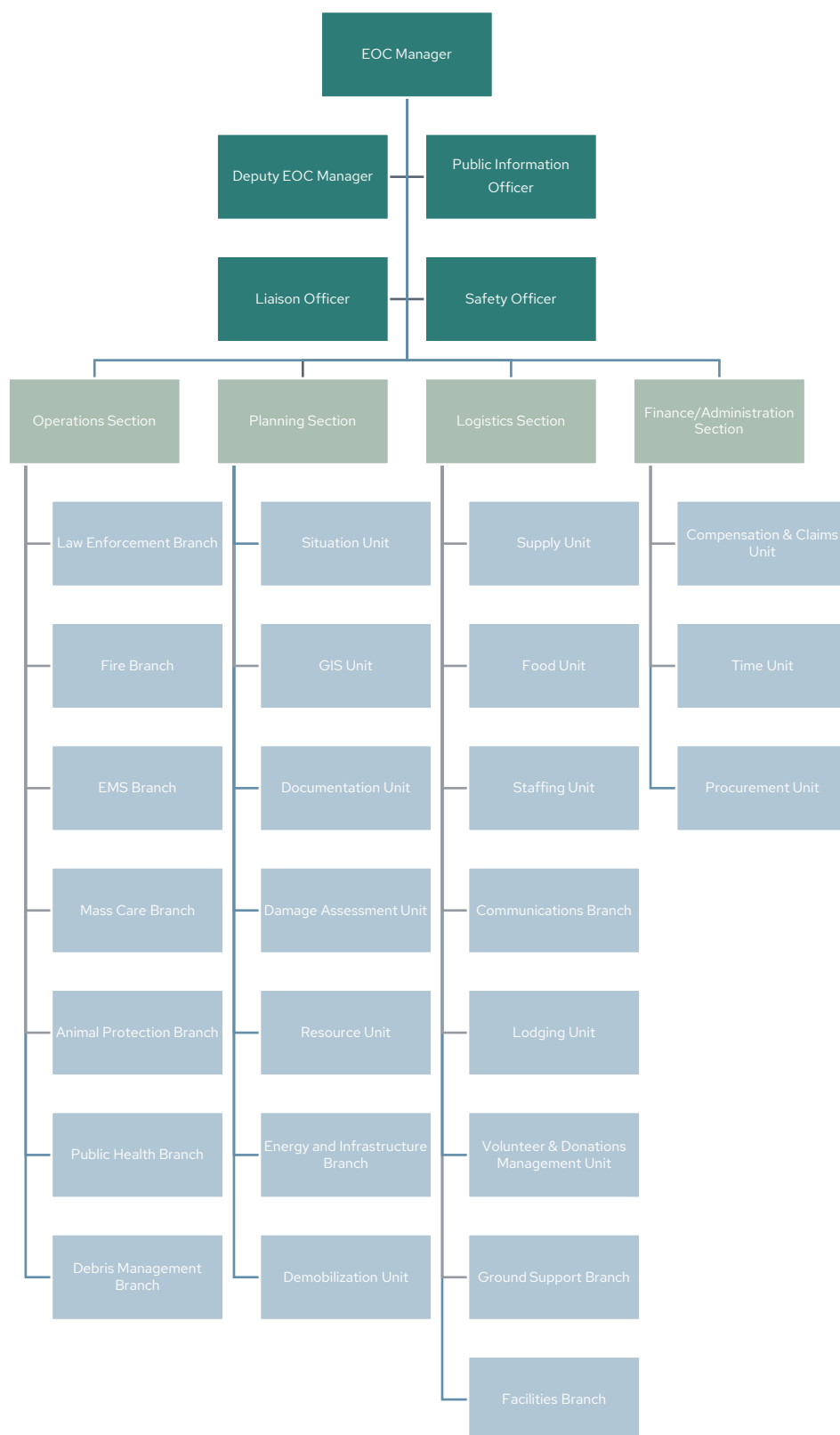
7.5 General Staff

General Staff direct the majority of EOC staffing and operations. In addition to the responsibilities outlined below, each section maintains a detailed Annex to the functions outlined in this Wake County EOP Basic Plan. The General Staff comprises the chiefs responsible for the four functional sections: the Operations Section Chief, the Planning Section Chief, the Logistics Section Chief, and the Finance and Administration Section Chief.

Section	Units/Branches
Operations	• Fire ○ Coordinates fire and technical rescue activities to ensure the safety of life and property within Wake County. • EMS ○ Coordinates and provides emergency medical assistance and treatment to residents following an emergency or disaster situation. • Law Enforcement ○ Coordinates law enforcement to maintain law and order, traffic control, and other law-related needs as they arise during emergency or disaster situations. ○ Minimizes the impact of civil disturbances upon the residents and property of Wake County. • Public Health ○ Provides and coordinates health surveillance, mental health, and environmental health response requirements. ○ Coordinates the maintenance of and integrity of essential services, including solid waste, air, and water quality monitoring. ○ Manages all medical countermeasures. • Animal Protection ○ Provides direction and coordination of wild and domesticated animal-related issues before, during, and after an emergency or disaster situation. • Debris Management ○ Coordinates the collection, removal, and disposal of debris following a disaster. • Mass Care ○ Provides protection for the population from the effects of hazards by coordinating shelter facilities, family assistance centers, and radiological reception centers.
Planning	• Situation ○ Determines needs, gathers information, and turns information into intelligence. • Documentation

	○ Ensures information and documentation is correctly preserved and easily accessible both during and after a disaster. • Resource ○ Coordinates tracking and/or directing resources needed for ground support of operations functions. • Geographic Information Systems (GIS) ○ Create incident-specific data collection tools, maps, and dashboards. • Damage Assessment ○ Coordinates damage assessment for the impacted area. • Energy/Infrastructure ○ Facilitates restoration of energy systems following an emergency or disaster situation. ○ Coordinates providing emergency power and fuel to support emergency response operations. • Demobilization ○ Coordinates all demobilization activities, short-term recovery operations, and reentry.
Logistics	• Food ○ Ensures personnel at all duty stations have sufficient food and water. • Lodging ○ Coordinates lodging for response personnel. • Staffing ○ Ensures adequate staff are present to meet operational needs. • Supply ○ Orders, receives, distributes, and stores supplies and equipment. • Communications ○ Supports and provides all required telecommunications, radio support, and phone bank operations for disaster incidents. • Volunteer/Donations Management ○ Coordinates receiving and tracking donations offered to support emergency response and disaster recovery operations. ○ Establishes volunteer staging and facilitates volunteer training and assignment to emergency response operations, as required. • Facilities ○ Coordinates fleet management, repair of facilities and utilities, lodging for responders, and long-term sheltering requirements. • Ground Support ○ Coordinates storage, staging, and maintenance of resources acquired, procured, and/or donated to support emergency response and disaster recovery operations.

Finance and Administration	• Time ○ Ensures proper recording of personnel time and equipment-use time, in coordination with the Logistics Section. • Procurement ○ Administers all financial matters pertaining to vendor contracts. ○ Assists in identifying sources for equipment and facilitates requirements for rental and supply of needed resources. • Compensations/Claims ○ Coordinates tracking of financial expenditures resulting from the incident.
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7.6 Disaster Service Worker Program

The Disaster Service Worker (DSW) program is intended to efficiently mobilize county staff to fulfill critical roles during a disaster. When the EOC is activated, the EOC Manager or their designee may activate the DSW program to ensure adequate staffing to support EOC activities. All county employees are considered Disaster Services Workers and will be assigned a secondary job. Employees identified as Continuity of Operations Employees will respond in their traditional roles. In contrast, other employees may be required to perform work to support the EOC that is outside the scope of their regular duties. Employees receive training in their assigned roles, which may include online, in-person, and hands-on training.

7.7 Non-governmental, Private Sector, and Volunteer Organizations

Nongovernmental organizations (NGOs), private-sector businesses, and volunteer organizations are vital to emergency response operations. Businesses and industries own or have access to substantial support resources. Community-based organizations, volunteer networks, and other NGOs provide valuable resources before, during, and after a disaster. The Volunteer and Donations Management Branch will manage coordination with these groups to ensure that the resources from these organizations are used effectively. Organizations will be encouraged to coordinate through established Voluntary Organizations Active in Disasters (VOADs) that are registered with North Carolina Voluntary Organizations Active in Disasters (NCVOAD).

8 DIRECTION, CONTROL, AND COORDINATION

Coordinating response and recovery activities through one central location provides an efficient emergency response. When activated during a county emergency, the Wake County EOC acts as the base of direction, control, and coordination for emergency management operations in the county. Command, control, and coordinating mechanisms described in this plan are implemented when:

- The Emergency Operations Center (EOC) is activated during or in advance of an event; or
- A State of Emergency is declared within Wake County; or
- Municipal resources are exceeded, and assistance from Wake County is requested in either an advisory or field-response capacity.

Once a municipality or Wake County issues a State of Emergency proclamation, the issuing governmental body has additional authority to address the situation effectively as per North Carolina General Statute 166A.

8.1 Incident Command Post

An Incident Command Post (ICP) is a central location for field-level coordination and response. An ICP is typically located near the incident and obtains information directly from responders in the field. Emergency responders utilize the ICP to convey information between incident responders and other levels of command. Command posts are structured following the Incident Command System, and agencies within the ICP may disseminate information to an Emergency Operations Center (EOC) when it is activated and deemed necessary. ICPs are always activated when an emergency occurs and may receive liaisons from other agencies when deemed appropriate.

Immediate response is accomplished within the affected area by the first responders who arrive at the incident and function within their established field-level plans and procedures. Details on specific activities, techniques, and procedures necessary to accomplish assigned tasks are included in department plans and SOPs. Incident Command is established to direct, order, or control resources by virtue of some explicit legal, agency, or delegated authority. Initial actions are coordinated through the on-scene Incident Commander (IC) or Unified Command (UC). The IC/UC may implement an Area Command to oversee multiple incidents that are being handled simultaneously or to oversee the management of a very large or evolving incident that has multiple response teams engaged. Area Command may also be utilized during incidents that involve a large geographic area or multi-incident situations.

8.2 Multiagency Coordination

Larger-scale emergencies and planned events include one or more responsible jurisdictions and/or multiple departments and agencies. Management personnel from the responsible jurisdictions can form a Unified Command and/or Multiagency Coordination (MAC) Group. Unified Command and MAC Groups provide situation assessments, determine resource requirements, establish a logistical system, and allocate resources. Any affected jurisdiction may activate its EOC and any additional resources needed to support the MAC.

8.2.1 Coordination with Local Jurisdictions

There are 12 core municipalities within Wake County, each with an EOC. Each municipality should exercise its full authority in executing locally designed EOPs and procedures; however, such activities should be coordinated with the Wake County EOC if activated. Depending on the scope of the event, both a local EOC and the county EOC may be activated.

Significant emergency situations affecting the unincorporated portions of the county will be under the auspices of Wake County government. Emergencies that affect multi-jurisdictional areas, the county, and municipalities will be managed in a cooperative effort, with each entity providing mutual support as required. Regardless of if the county EOC is activated, the Wake County Office of Emergency Management may provide coordination either in the EOC, the field, or both.

8.2.2 Coordination with State and Federal Resources

State and Federal officials will coordinate their operations through the Wake County EOC via EOC Liaison Officer(s) or other designated representatives.

8.3 Succession of Command & Delegation of Authority

The line of succession of the Board of County Commissioners proceeds from the Chair to the Vice Chair to members of the Board, in accordance with county ordinance and State law, as indicated in the Wake County Continuity of Operations Plan and Continuity of Governance plans.

9 MUTUAL AID AND MUTUAL ASSISTANCE

Mutual aid and mutual assistance are support from one jurisdiction or agency to another. The purpose of mutual aid and mutual assistance is to provide personnel and logistical support to meet the immediate requirements of an emergency when the resources normally available to the requesting department(s) are insufficient to meet the needs of an event.

9.1 Mutual Aid Background and Considerations

Within the State of North Carolina, there are three main types of mutual aid.

9.1.1 Direct Mutual Aid

Organizations may have reached agreements with other agencies, or local communities may call another community or county directly to request additional equipment or personnel. All coordination is done by the participating agencies, with logistics and reimbursements specified in the applicable mutual aid agreement. This is the most common form of mutual aid. If this mutual aid utilizes the Statewide Mutual Aid Agreement, the requestor must also notify the North Carolina Division of Emergency Management (NCEM) 24-hr Watch for documentation of the mutual aid response.

Some services, such as HazMat, may be provided through contract instead of mutual aid agreements. If these services are needed, all services will be provided as per the pre-existing contract.

9.1.2 State-Coordinated Mutual Aid

Communities overwhelmed by a catastrophe may ask NCEM to coordinate its aid and record keeping. Logistics and reimbursement are then coordinated between NCEM and county emergency managers. The appropriate NCEM Regional Coordination Center will work with Division staff and the local government providing aid to coordinate resource delivery. Local governments who provide aid should be informed of the nature of their deployments and if the resource requires reimbursement of response costs.

9.1.3 Interstate Mutual Aid

Requests for out-of-state resources are coordinated through the Emergency Management Assistance Compact. Resources deployed through this system are considered State resources and are coordinated through NCEM. Local governments providing aid will be reimbursed by NCEM, which will then seek reimbursement from the requesting state.

9.2 Mutual Aid Processes

Wake County has chosen to participate in North Carolina's Mutual Aid System. While signing the agreement enables Wake County to receive or provide assistance to another community, there is an understanding that meeting the needs of one's own municipal residents remains the first priority. Each municipality may decline to provide assistance when resources are needed for their residents.

10 COMMUNICATIONS AND INFORMATION

Communication will be coordinated between the Wake County EOC and all responding supporting agencies through various communication devices, channels, and methods. If the Wake County EOC is activated, all incident-related information, updates, resource requests, etc. should be shared via the Incident Management System in addition to any other chosen communication methods. The Incident Management System will be the system of record for all incident-related information.

Communication should be a two-way flow (both top-down and bottom-up) through the established ICS structure. All communications should use plain language and avoid acronyms.

Communications requirements in emergency or disaster situations are supported through the protocols and coordination procedures that Wake County executes as part of routine, day-to-day operations. As required, the Communications Branch Director will establish procedures to activate additional EOC communications support personnel and expand the EOC communications capability. These procedures will address the provisions for EOC message handling, which include record-keeping/documentation, distribution/internal message flow, and coordination of incoming/outgoing information.

10.1 Information Gathering and Dissemination

During an emergency or disaster requiring activation of the Wake County EOC, the EOC will coordinate all forms of gathering information (raw data) and disseminating intelligence (data that has been analyzed and put into context).

Coordination of disaster intelligence may require the following activities:

- Identification of types of information needed.
- Determination of where information is expected to come from.
- Identification of what sections will use the information.
- Establishing how the information will be disseminated.
- Verifying the authenticity or veracity of the information.
- Timely and accurate information sharing to responders, partner agencies, and the public.

Disaster information is managed primarily under the Planning Section but may come into the EOC through any functional branch or via Command Staff or Policy Group representatives. Information dissemination will be handled through liaison officers, general staff, or the Joint Information Center/Joint Information System based on the intended audience. Position checklists within the Wake County EOC Standard Operating Procedures dictate specific handling requirements and accountability for all information received involving an existing emergency or disaster situation.

As mentioned above, the Incident Management System will be the system of record for all incident-related information.

10.2 Public Information

Public information will be managed through the PIO, Joint Information System (JIS), and Joint Information Center (JIC), if established. Information will be coordinated to flow through one central point to ensure accuracy, quality, and efficiency in dissemination.

The PIO maintains responsibility for all actions and efforts surrounding the following:

- Media management
- Public relations strategy
- Videography and photography
- Public information administration and multi-agency/department coordination

10.3 Communications Systems

Wake County utilizes various communications systems, including phones, radios, e-mail, and other electronic communication methods. During an emergency, communication will occur as described in the communications plan for the incident, which may vary depending on the situation and function. Amateur radio operators or law enforcement personnel may be assigned to field locations to provide additional communication capabilities. Request for these services will flow through the EOC.

The communications network between county, municipal, and State law enforcement agencies will be structured to obtain maximum benefit from radio and telephone communication resources.

10.3.1 Two-Way Communications Systems

The two-way radio system is designated to be used for operational direction and control activities. It provides voice communications between mobile, portable, and fixed stations.

Wake County departments, agencies, and organizations that operate two-way radio systems include the following:

- Wake County 800 MHz radio system
- Cary 800 MHz radio system
- NC Voice Interoperability Plan for Emergency Responders (VIPER)

Other two-way communication systems that may be used to communicate during emergencies include the following:

- Amateur Radio Emergency Service (ARES)
- Radio Amateur Civil Emergency Service (RACES)
- Military Auxiliary Radio System (MARS)
- Civil Air Patrol (CAP) Radio Systems
- Commercial Telephone
- VOIP (Voice Over Internet Protocol) Phones

11 ADMINISTRATIVE PRACTICES, LOGISTICS, AND FINANCE

Adherence to standard administrative and financial procedures is critical to ensure that resources and funding to support response and recovery activities are accurately tracked and accounted for. Standard administrative and financial practices also support proper cost accounting to obtain any reimbursement provided through disaster assistance programs.

The Finance and Administration section will develop a method for collecting financial documentation from departments as needed for submission as part of the county's reimbursement application process.

11.1 Administrative Practices

11.1.1 Documentation

During an emergency or incident, it is important to keep specific records related to staff assignments and costs related to the response to and recovery from the emergency/incident. Proper documentation allows Wake County to obtain state and federal assistance related to disaster recovery. During an EOC activation, the Documentation Unit will determine the preferred method of creating, sharing, and preserving documentation pertaining to the incident.

In preparation for an emergency, training and appropriate forms are provided, including procedures for all units of potential response organizations. During a response, entities ensure that adequate documentation is collected through the Documentation Unit at the incident and EOC for personnel activities, use of equipment, and expenditures for the emergency. Finally, after the response has been terminated, records should be protected and maintained for audit purposes. The Finance and Administration Section in the EOC is responsible for cost recovery records and assisting in collecting any missing information.

All Wake County departments operate based on established Wake County policies, such as the Wake County Code of Ordinances. In addition to these, response activities adhere to the North Carolina General Statutes and the Federal Code of Regulations Title 44 of the Stafford Act to maximize potential reimbursement-eligible costs. Maintenance of administrative records continues throughout all phases of an emergency.

11.2 Logistics

This section describes the logistics and resource management mechanisms used to identify and acquire resources for emergency response and operations. Within Wake County, resource management coordination activities follow ICS and established mutual aid processes.

11.2.1 Resource Management

Resource management includes providing or obtaining goods or services, executing logistical or administrative activities for Wake County emergency response operations, and coordinating the use of the resources to facilitate an effective and efficient result. Wake County resources, as well as mutual aid and donated resources and services, will be managed according to policies and procedures of the Logistics Section as well as Wake County policy.

Wake County will administer and leverage its Incident Management Software to account for all resources, personnel, and other support to emergency operations.

11.2.2 Resource Requests

Any EOC staff member, ICP, municipalities, partner agency, or authorized field personnel can initiate resource requests. Resource requests will be managed through the Incident Management Software. Requests will be filled based on incident needs rather than the time requested.

11.3 Finance

During an EOC activation, the Finance and Administration Section supports the purchasing, financial, and administrative coordination of a response. The Finance and Administration Section is responsible for distributing approved forms for this purpose and collecting and processing them during and after an emergency.

11.3.1 Emergency Purchasing and Acquisition

The EOC Manager or their designee may authorize emergency purchases, acquisitions, and other procurements to support and facilitate objectives of Wake County emergency operations. Purchases must be made in accordance with Wake County emergency purchasing guidance.

Expenditures and obligations of public funds during emergency operations must be recorded by the responsible agencies in accordance with Wake County policies and procedures.

11.3.2 Agreements and Understandings

Any agreements and/or contracts must be entered into by duly authorized officials and, where practicable, formalized in writing prior to performance. Should Wake County resources prove inadequate during emergency operations, requests for assistance may be made to other governmental jurisdictions, volunteer agencies, and the private sector per existing contracts or negotiated emergency agreements. A list of all current and active mutual-aid agreements

(MAAs) between Wake County and a third party is available within the Office of Emergency Management.

There will be no discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status in the execution of emergency preparedness, response, or relief and assistance functions. Consumer complaints concerning alleged unfair or illegal business practices during emergencies will be referred to the North Carolina Attorney General's Office.

12 PLAN DEVELOPMENT, APPROVAL, AND MAINTENANCE

The Wake County Emergency Operations Plan is intended to be read and understood before an emergency occurs. Upon completion, the Plan is approved by the Wake County Board of County Commissioners and the senior elected official of all municipalities within Wake County. Upon formal approval by the Chair and adoption by the County Commissioners, this Plan becomes the official Wake County EOP.

The Emergency Management Director is responsible for coordinating the plan development and maintenance process.

12.1 Plan Development

This plan has been developed to guide and structure emergency operations within Wake County. It describes county-wide response functions and capabilities and should be used by each function identified within this plan to develop their own SOPs specifically for their own operations. When developing SOPs, each function is to take into consideration all the activities identified in this plan directly related to their own functions, as well as how those activities interact with, support, or require support from other partners identified within this plan. Functions must ensure that their SOPs include planning for people with access and functional needs. If, at any time, any function identifies a conflict in how their field response or support activities are performed in comparison to what is described in this plan or identifies a conflict between their listed activities and/or responsibilities within this plan and how they relate to or support another functions' listed activities, such conflict is to be immediately reported to the Office of Emergency Management.

12.2 Plan Maintenance and Evaluation

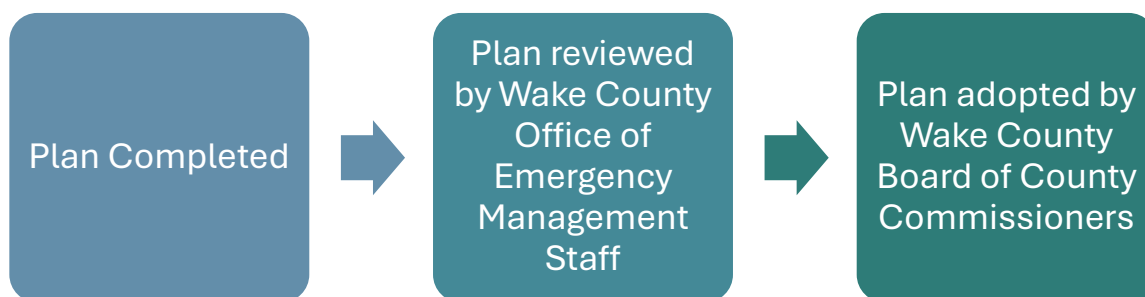
The Emergency Management Director is responsible for performing periodic reviews of plans and standard operating procedures (SOPs) with appropriate agencies and departments. The revision process will incorporate necessary changes based on periodic tests, drills, exercises, or actual events. Appropriate signatures and approval dates will identify revisions to this plan. Wake County will annually review, update (if needed), and ensure this plan is current.

Reasons Wake County will update this plan (in its entirety or individual components) may include:

- Changes to hazard consequences or risk areas.
- Changes to the Wake County concept of operations for emergency or disaster response.

- Reorganization of supporting departments, agencies, and other stakeholders that results in a change in Wake County's capability to respond to an emergency or disaster situation.
- Significant deficiencies in this plan or its components revealed by a training exercise or an actual emergency.
- Changes to Wake County ordinances, State requirements, or Federal planning standards.

12.3 Plan Approval Process



13 AUTHORITIES AND REFERENCES

Wake County Ordinance Chapter 70 assigns the responsibilities of the Wake County Office of Emergency Management. Key sections are included below.

§ 70.02 PURPOSES.

(B) The Office of Emergency Management shall be the coordinating agency for all activity in connection with emergency management within the county including the municipalities within the geographical limits of the county; it will be the agency through which the Board of Commissioners and municipal councils will exercise the authority and discharge the responsibilities vested in them during states of disaster or local emergency.

(E) The Office of Emergency Management shall be the central coordinating agency for activities and programs relating to emergency and disaster prevention, mitigation, preparedness, response and recovery, homeland security, among agencies and officials of the county and with similar agencies and officials of other counties, the state and federal agencies; and with other private and quasi-official organizations.

§ 70.06 EMERGENCY POWERS AND DUTIES.

(A) The Director shall promulgate a local emergency plan which shall be approved by the Board of Commissioners and which shall be activated whenever a local state of emergency is declared by the Board of Commissioners pursuant to local ordinance and G.S. § 166A, or when the Governor of the state declares a state of disaster in all or any part of the county.

(B) During states of declared disaster or local emergency, the Board of Commissioners may delegate to the Director the power to implement the additional plans as are necessary for the efficient administration of state or federal disaster plans and for the preservation of the public safety, health and welfare.

(C) During states of declared disaster or local emergency, the Director is authorized to utilize all available county resources as reasonably necessary to cope with an emergency, including the transfer and direction of personnel or functions of county agencies or units thereof for the purpose of performing or facilitating emergency services to the full extent allowed by G.S. 166A-19.15 or subject to the direction and guidance of the Board of Commissioners.

§ 70.07 DIRECTOR; DAY-TO-DAY DUTIES AND RESPONSIBILITIES.

(A) (1) The Director shall be responsible to the Board of Commissioners, through the County Manager, in regard to all phases of the emergency management activities. The Director shall be responsible for the planning, coordination and operation of emergency management and homeland security activities in the county. The Director shall maintain communication with state and federal authorities and authorities of nearby political subdivisions to ensure the most effective operation of the emergency management plans.

(B) The Director's duties shall include, but not be limited to, the following:

- (1) Coordinating the recruitment of volunteer personnel and agencies to augment the personnel and facilities of the county and its municipalities for emergency management purposes;
- (2) Developing and coordinating of plans for the immediate use of all facilities, equipment, manpower and resources of the county for the purpose of minimizing or preventing damage to persons and property; and protecting or restoring governmental services and public utilities necessary for the public health, safety and welfare;
- (3) Negotiating and entering into agreements with owners or persons in control of real property for the use of buildings and properties for emergency management purposes, pursuant to the agreements designating suitable buildings;
- (4) Educating the populace through public information programs about procedures required for the protection of its persons and property in case of disaster, as defined herein;
- (5) Conducting public exercises to ensure efficient operation of the emergency management forces and to familiarize residents with emergency management plans, procedures and operations;
- (6) Coordinating the activity of other public and private agencies engaged in any emergency management activities and implementing state disaster procedures; and
- (7) Negotiating and entering into agreements with other political subdivisions for mutual aid assistance providing such agreements are consistent with the state emergency management program and plans.
- (8) Coordinating and maintaining a county wide public alert and warning system.
- (9) Coordinating a program to maintain situational awareness of complex incidents and events to ensure a coordinated response per local plans.

The Wake County EOP is authorized by and promulgated under the authority contained by those local, State, and Federal statutes listed herein. This document has the concurrence of the North Carolina Division of Emergency Management, and by that authority, the concurrence of all other branches of the state government that operate under their direction and/or coordination.

The following listed authorities and references support and/or were consulted during the drafting and subsequent revisions and updates to this plan.

13.1 Authorities

13.1.1 Federal

- Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288), as amended
- National Security Decision Directive #259, U.S. Civil Defense, February 4, 1987
- Nuclear Attack Planning Base, 1990 (NAPB 90) April 1987
- Superfund Amendments and Reauthorization Act (SARA), Title III, The Emergency Planning and Community Right-To-Know Act of 1986
- 2018 Edition of the North Carolina State Building Code - Fire Code

13.1.2 State

- North Carolina (N.C.) General Statutes 58-9; 118-38; 143-166.1, 143-507 through 517, 153-A and 160-A
- N.C. General Statutes 166A
- N.C. Executive Order 72.
- N.C. General Statutes 115C-242 (6)
- N.C. General Statutes Article 36A of Chapter 14
- State of North Carolina Executive Order 43, North Carolina Emergency Response Commission (NCERC), April 7, 1987
- North Carolina General Statute, Chapter 95, Article 8, The Hazardous Chemical Right-To-Know Act
- North Carolina Hazardous Materials Right-To-Know Law

13.2 References

13.2.1 Federal

- Comprehensive Preparedness Guide (CPG) 101 version 3.0, September 2021
- Homeland Security Presidential Directive 5: Management of Domestic Incidents, 2003
- Presidential Policy Directive 8: National Preparedness, 2011
- Homeland Security Exercise and Evaluation Program (HSEEP)
- Pets Evacuation and Transportation Standards Act of 2006 10/6/2006 - Public Law.
 - Pets Evacuation and Transportation Standards Act of 2006 - Amends the Robert T. Stafford Disaster Relief and Emergency Assistance Act to require the Director of the Federal Emergency Management Agency (FEMA) to ensure that state and local emergency preparedness operational plans address the needs of individuals with household pets and service animals prior to, during, and following a major disaster or emergency.

13.2.2 State

- North Carolina Emergency Operations Plan
- State of North Carolina Radiological Emergency Response Plan

13.2.3 County

- Wake County Continuity of Operations/Continuity of Government Plan
- Wake County Threat and Hazard Identification and Risk Assessment
- Wake County Hazard Mitigation Plan
- Wake County Animal Protection Plan

14 APPENDIXES

14.1 Appendix A: Acronyms

AUXCOMM	Auxiliary Communications
CAP	Civil Air Patrol
COG	Continuity of Government
CONOPS	Concept of Operations
COOP	Continuity of Operations
DHS	U.S. Department of Homeland Security
EMS	Emergency Medical Service
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
EPI	Emergency Public Information
FCO	Federal Coordinating Officer
FEMA	Federal Emergency Management Agency
G.S.	General Statute
GIS	Geographic Information Systems
GSA	General Services Administration
HazMat	Hazardous Material
THIRA	Threat Hazard Identification and Risk Assessment
HNPP	Harris Nuclear Power Plant
IAP	Incident Action Plan
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
JIC	Joint Information Center
MAA	Mutual-aid Agreement
MOU	Memorandum of Understanding
NCDPS	North Carolina Department of Public Safety
NIMS	National Incident Management System
PIO	Public Information Officer
PSAP	Public Service Answering Point
RRT	Regional Response Team
RDU	Raleigh-Durham International Airport
SOP	Standard Operating Procedure
WCEM	Wake County Emergency Management

14.2 Appendix B: Glossary

Alert: An incident that currently does not affect the local or general population but has the potential to escalate to a more serious emergency. The situation is unresolved and should be monitored closely. Some limited protective actions may be implemented, and additional assistance requested from Wake County Emergency Management.

Applicant: A State agency, local government, or private nonprofit facility submitting a project application or request for direct Federal assistance under the Disaster Act or on whose behalf the Governor's Authorized Representative takes such action.

Community-Based Planning: is the concept that planning must not only be representative of the actual population within the community but also must involve the whole community in the planning process.

Direction and Control (D&C): The Emergency Operations Center Policy Group is comprised of representatives from the Wake County Board of Commissioners, municipal leadership, and legal advisors as deemed necessary.

Disaster: An event, the effects of which cause loss of life; human suffering; property damage, both public and private; and severe economic and social disruption. Disasters can be natural or human-caused, major accidents, or enemy attack. Disasters are differentiated from day-today emergencies and accidents that are routinely responded to by local emergency organizations and may be of such magnitude or unusual circumstance as to require response by all levels of government—Federal, State, and local.

Emergency: A disaster occurrence or a situation that seriously threatens loss of life and damage to property. It usually develops suddenly and unexpectedly and demands immediate, coordinated, and effective response by government and private-sector organizations to protect lives and limit damage to property. Examples of emergency situations that could result in a disaster include an accident involving hazardous material that threatens to explode or rupture endangering the surrounding population; a period of time prior to the onset of a severe storm, such as a hurricane; and a period of intense international crisis that could lead to nuclear warfare. In addition, an emergency is any of the various types of catastrophes included in the definition of a "major disaster" that requires Federal emergency assistance to supplement State and local efforts to save lives and protect property, public health, and safety or to avert or lessen the threat of a disaster.

Emergency Alerting System (EAS): A network of broadcast stations and interconnecting facilities that have been authorized by the Federal Communications Commission to operate in a controlled manner during a war, state of public peril or disaster, or other natural emergency as provided by the Emergency Alerting System Plan.

Emergency Operations Center (EOC): The site from which civil government officials (municipal, State, and Federal) exercise direction and control in an emergency.

Emergency Operations Plan (EOP): A document that describes actions to be executed, provides instruction to all individuals and local government services, and states what will be done in the event of an anticipated emergency. The plan will state the method or scheme for taking coordinated action to meet the needs of the situation. It will state what action is to be taken, when and where it is to take place, and who is responsible, based on predetermined assumptions, objectives, and capabilities.

Emergency Public Information (EPI): Information that is disseminated before, during, and/or after an emergency designed to instruct and transmit direct orders to the public via news media.

Federal Coordinating Officer (FCO): Responsible for the coordination of all Federal disaster assistance efforts in an affected area. The FCO works closely with the State Coordinating Officer (SCO) to ensure effective implementation of assistance programs. The FCO is located in the Disaster Field Office.

Federal-State Agreement (FEMA-State Agreement): The document executed by the Governor, acting for the State and the Regional Director, for FEMA. The agreement will contain the necessary terms and conditions consistent with the provisions of applicable laws, executive orders, and regulations that the Associate Director may require and will set forth the type and extent of Federal assistance.

Floodplain: Any normally dry land area that is susceptible to being inundated by water from any natural source. This area is usually low land adjacent to a river, stream, watercourse, ocean, or lake.

Governor's Authorized Representative (GAR): The person named by the Governor in the Federal-State Agreement to execute on behalf of the State all necessary documents for disaster assistance following the declaration of an emergency or major disaster, including certification of applications for public assistance.

Hazard Area: Area designated by the Federal government or locally through a hazard vulnerability analysis that is relatively more likely to experience the direct effect of certain natural or human-caused disasters.

Hazard Mitigation: Any cost-effective measure that will reduce the potential for damage to a facility or structure from a disaster event.

Hazardous Materials (HazMat): Any substance or material in a quantity or form that may be harmful or injurious to humans, domestic animals, wildlife, economic crops, or property when

released into the environment. These are four traditional classes: chemical, biological, radiological, and explosive; however, the U.S. Department of Transportation lists 15 different classes.

Local Government: Any city, town, or other political subdivision within the State of North Carolina.

Point of Distribution (POD): A site established and operated by a jurisdiction where the general public can obtain basic life-sustaining emergency relief commodities (e.g., food, water, ice, tarps). These sites are typically not established to dispense medicines, vaccines, or other health care supplies.

Policy Group: The governing body of a local jurisdiction; it may include members of mutual-aid associations and the mayors of the towns, cities, and communities in the jurisdiction.

Reception Area: A specified area relatively unlikely to experience the direct effects of a particular natural disaster or nuclear attack and designated for the reception, care, and logistical support of hazard evacuees.

Resources: Manpower; raw or basic materials; finished goods; and products, services, and facilities.

Staging Area (SA): A pre-selected location having larger parking areas and cover for equipment, vehicle operators, and other personnel (i.e., a major shopping area or school). SAs provide a base for coordinated emergency operations, assembly of persons to be moved by public transportation to reception jurisdictions, a rally point for mutual aid, and a debarking area for returning evacuees.

Standard Operating Procedure (SOP): A set of instructions having the force of a directive covering those features of operations that lend themselves to a definite or standardized procedure without loss of effectiveness.

State: State of North Carolina

State Coordinating Officer (SCO): The State official designated by the Governor to act as his or her principal assistant in the coordination and supervision of the State Disaster Assistance Program and to act in cooperation with the Federal Coordinating Officer for the purpose of coordinating State and local assistance efforts with those of the Federal Government.

State Emergency Operations Center (SEOC): Facility designated as the area of mobilization of all resources of the State during times of emergencies.

State Emergency Plan: State plan designed specifically for State-level response to emergencies or major disaster and that sets forth actions to be taken by the State and local governments, including those for implementing Federal disaster assistance.

Vulnerability: The degree to which people, property, the environment, or social and economic activity—in short, all elements at-risk—are susceptible to injury, damage, disruption, or loss of life.

14.3 Appendix C: Adoption of the National Incident Management System

*Wake County Board of Commissioners Meeting
January 17, 2006*

APPROVAL OF AMENDED WAKE COUNTY EMERGENCY OPERATIONS PLAN AND ADOPTION OF RESOLUTION ADOPTING NATIONAL INCIDENT MANAGEMENT SYSTEM FOR USE IN WAKE COUNTY

The federal government has introduced and incorporated two standards for emergency operations—the National Incident Management System (NIMS) and the National Response Plan. In order to provide for a smooth and effective transition in event of a major disaster, Wake County Public Safety/Emergency Management staff have amended Wake County’s Emergency Operations Plan so that it is consistent with the new federal standards. The amendments are technical and organizational in nature, and affect the Emergency Operations Plan as follows:

- Wake County’s Emergency Operations Center (EOC) chain of command and general structure is modified.
- The Plan’s focus on assignment of EOC tasks and responsibilities by department has been shifted to a focus on assignment by function.

Wake County’s emergency management ordinances require approval by the Board of Commissioners of amendments to the County’s Emergency Operations Plan.

In order to retain eligibility for a wide range of federal grant programs—including disaster recovery grants—Homeland Security Presidential Directive 5 requires that all state and local governments adopt NIMS as the common national incident command system, to monitor its use and to provide for primary and continuing education in NIMS operations. Public Safety/Emergency Management staff recommends that this adoption be undertaken by the Board of Commissioners by resolution.

Upon motion of Commissioner Gardner, seconded by Commissioner Ward, the Board unanimously approved an amendment to the Wake County Emergency Operations Plan and the approval of a resolution to adopt the National Incident Management System (NIMS) for Use in Wake County.

RESOLUTION-2006-02
ENDORSING NATIONAL INCIDENT MANAGEMENT SYSTEM
AND ESTABLISHING COMMITMENT TO USE OF
THE NATIONAL INCIDENT MANAGEMENT SYSTEM IN WAKE COUNTY
FOR MANAGEMENT OF TECHNOLOGICAL, NATURAL AND
TERRORISM EMERGENCIES BY WAKE COUNTY AGENCIES

WHEREAS, in Homeland Security Presidential Directive (HSPD)-5, the President of the United States directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide framework for federal, state, local and tribal governments to work together more effectively and efficiently to respond to domestic emergency incidents, regardless of cause, size or complexity, the use of which would form one basis for federal emergency- and disaster-related grant eligibility; and

WHEREAS, the National Commission of Terrorist Attacks (the "9-11 Commission") strongly and continuously recommended adoption of a standardized Incident Command System; and

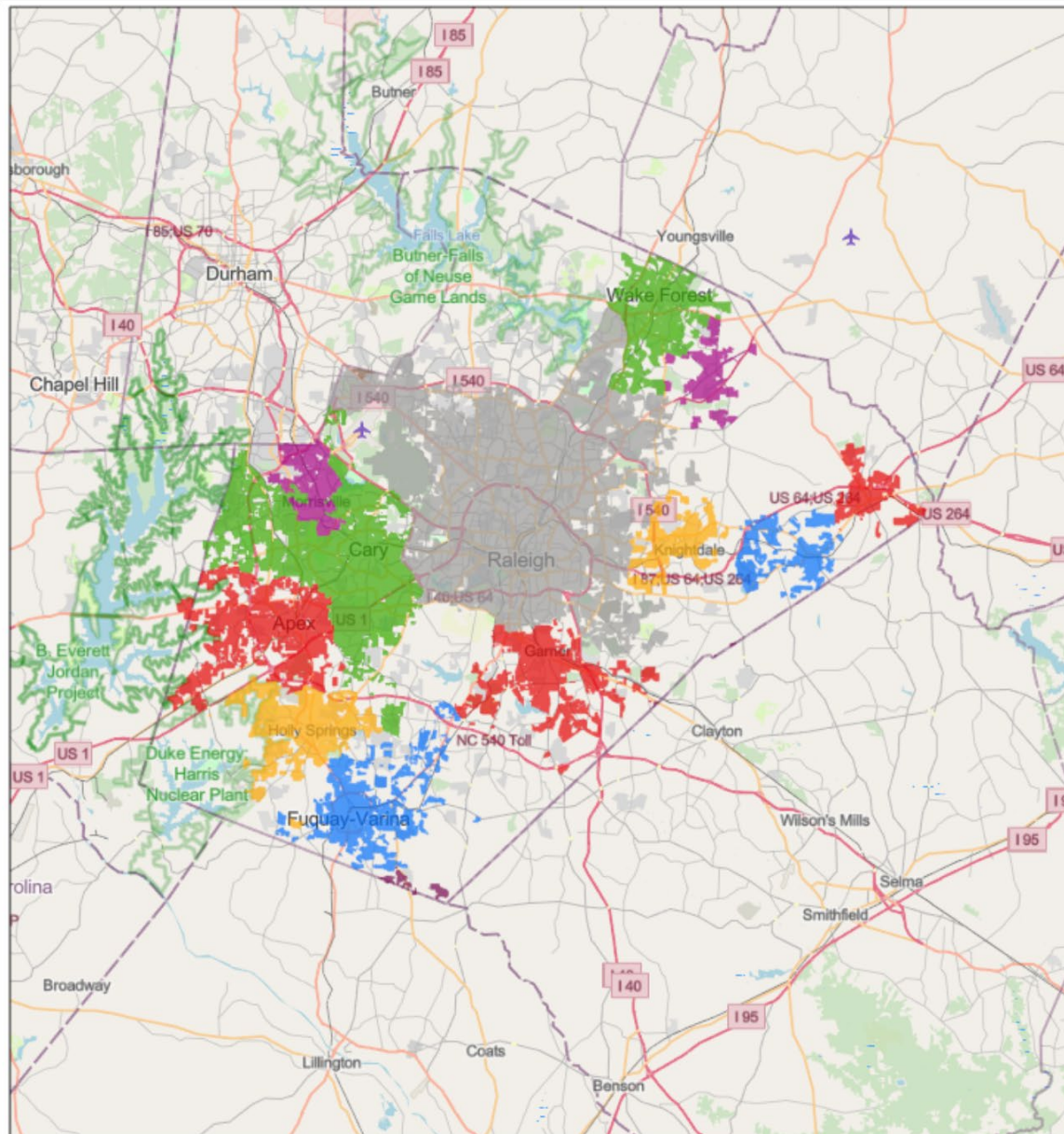
WHEREAS, it is necessary that all federal, state, local, and tribal emergency management agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management; and

WHEREAS, training in, and use of, the NIMS standardized procedures for managing personnel, communications, facilities and resources will improve first-responder ability to safely and effectively manage emergency incidents, particularly in major emergencies that involve response of local, county, state and federal agencies; and

WHEREAS, many of the Incident Command System components of NIMS are already in general use by most first-responder agencies in Wake County.

NOW, THEREFORE, BE IT RESOLVED BY THE WAKE COUNTY BOARD OF COMMISSIONERS THAT the National Incident Management System (NIMS) generally, and the incident command system standards contained in NIMS in particular, be adopted as the emergency management standard for all Wake County agencies that might be called upon to respond to a technological, natural or terrorism emergency, regardless of extent or severity, that all Wake County agencies adopt and apply incident-management training and education programs that are consistent with NIMS incident command standards, and that all Wake County agencies maintain incident-management skills and practice incident-management techniques at a frequency that will support a continuing level of readiness to apply NIMS incident command standards as an integral element of response to technological, natural and terrorism emergencies, and that all municipalities, authorities and agencies in Wake County similarly commit to adoption, education in, maintenance of and use of NIMS generally and NIMS incident command standards in particular.

14.4 Appendix D: Wake County Political Boundary Maps



February 6, 2025

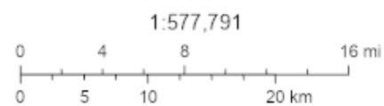
Corporate Limits in Wake County, NC

 Feature layer by [WakeCountyGovernment](#)

Item created: Nov 20, 2024

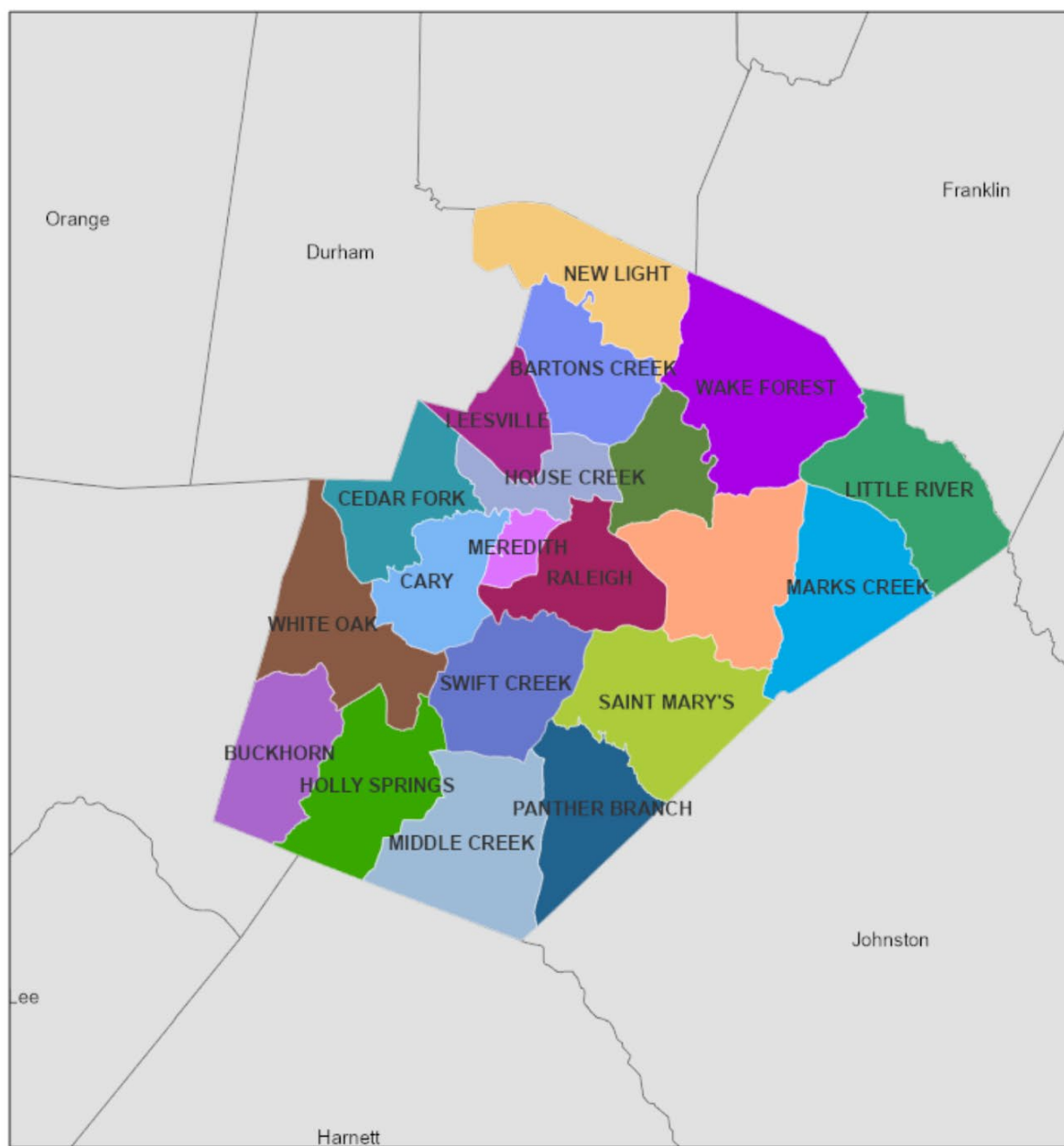
Item updated: Nov 20, 2024

 Authoritative



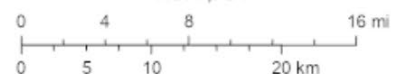
Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri

Township map with surrounding counties



February 6, 2025

1:577,791



Townships in Wake County, NC

Feature layer by [WakeCountyGovernment](#)

Item created: Jun 20, 2016

Item updated: Aug 27, 2020

City of Raleigh, Wake County

Authoritative

Wake County GIS

14.7 Appendix E: Wake County State of Emergency Declaration Procedure

	Countywide		Department: Fire/Emergency Management		Division: Emergency Management
Supersedes: N/A					Effective Date: 01-15-2011
Authority: N.C.G.S. 166A, Article 1; N.C.G.S. Chapter 14, Article 36A; Wake County Code of Ordinances Chapter 70, Article 7					
Originating Department: Emergency Management					

14.7.1 Emergency Management Document # 100.04.02

Purpose

This procedure outlines the process by which the Chairperson of the Board of County Commissioners should declare a State of Emergency (SOE) in Wake County.

Procedure Statement

- A disaster or emergency situation has taken place OR is anticipated to take place in the near future.
- The Emergency Management Director, or his/her designee, shall consult with the County Manager or his/her designee, discussing the need for a declaration.
- The Emergency Management Director, or his/her designee, should contact county municipalities to seek decision to join in county SOE declaration.
- The Emergency Management Director, or his/her designee, drafts SOE declaration document based on the template located in Appendix E, and provides draft to county municipalities.
- Municipalities respond with decision to join or not to join county in SOE declaration.
- The Emergency Management Director, or his/her designee, submits declaration to County Manager, or his/her designee, for approval.
- The County Manager, or his/her designee, reviews declaration and submits document to County Clerk.
- The County Clerk acquires the signature of the Chairperson of the Board of County Commissioners, authorizing the SOE declaration. *
- The County Clerk returns copy of signed proclamation to Emergency Management Director, or his/her designee.
- The County Clerk publishes proclamation.
- Proclamation takes immediate effect.
- The Emergency Management Director distributes copies of signed proclamation to participating municipalities for record-keeping purposes.

- Proclamation automatically expires five calendar days from enactment, unless rescinded by proclamation by the Chairperson of the Board of County Commissioners.

*If the Chairperson of the Board of County Commissioners is incapacitated or unavailable, obtain authorization through line of succession established by county.

Definitions

County Municipalities – Incorporated cities, towns, and villages within Wake County.

Disaster – An occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military or paramilitary cause. An actual or imminent threat where action or assistance, outside the routine practices, is or may be needed to protect the population.

Incapacitated – A state of unavailability by virtue of distance, injury, death or other cause which renders the subject unable to fulfill his or her prescribed duties.

Line of Succession – The order in which authority travels from one official to another in the case of incapacitation.

Proclamation – A formal order from an elected representative that establishes executive policy.

Publish – Make proclamation document available for public inspection through both traditional and electronic means.

Rescind – To terminate a previously issued order, as with the removal of temporary restrictions on travel, firearms possession, or alcohol sales.

State of Emergency – The condition that exists whenever, during times of public crisis, disaster, rioting, catastrophe, or similar public emergency, public safety authorities are unable to maintain public order or afford adequate protection for lives or property, or whenever the occurrence of any such condition is imminent.

Applicability

This procedure applies to all Wake County personnel involved in the declaration of a state of emergency; including the Emergency Management Director, County Manager, County Clerk, the Chairperson of the Board of County Commissioners, and anyone designated to execute this procedure by said officials.

Procedure Responsibility and Management

- The Wake County Emergency Management Director will initiate any SOE declaration in the county.
- WCEM personnel may review this procedure on an annual basis; additionally, personnel will include analysis of the procedure's effectiveness in the After-Action report of a declared SOE.
- This procedure will be disseminated to all pertinent county personnel and will be made available to all incoming Emergency Management staff.
- Contact Wake County Department of Emergency Management at 919-856-6480 for additional information regarding this procedure.

Related Policies, Procedures, and Publications

N.C. General Statutes Chapter 166A, Article 1

N.C. General Statutes Chapter 14, Article 36A

Wake County Code of Ordinances Chapter 70, Article 7

Attachments

Attachment 1: State of Emergency Declaration Template

Attachment 2: State of Emergency Termination Template

14.7.2 Attachment E-1: State of Emergency Proclamation Template

STATE OF NORTH CAROLINA
COUNTY OF WAKE

PROCLAMATION OF A STATE OF EMERGENCY

By the Chairperson of the Board of Commissioners of Wake County

WHEREAS... Briefly describe nature of the emergency (e.g. hurricane, tornado, terrorist attack, biological or chemical agent, etc.).

WHEREAS... Briefly describe the local nature of the threat, including the likelihood and severity of its occurrence.

WHEREAS... Outline the negative consequences of such an emergency, and highlight the importance of sound preparation.

WHEREAS... Explain any additional declarations (Stafford Declaration, State Declaration of Emergency, World Health organization warning, etc.) considered when making proclamation.

NOW, THEREFORE, pursuant to the authority contained in Article 1 of N.C.G.S. Chapter 166A, Article 36A of N.C.G.S. Chapter 14, and Chapter 70, Article 7 of the Wake County Ordinance, I _____, Chairman of the Wake County Board of Commissioners, do hereby proclaim that a State of Emergency exists within the County of Wake.

I further proclaim that the ordinances set forth below, which are contained in Chapter 2-5 of the Wake County Ordinance, are necessary in order to maintain an acceptable level of public order, services, and protection of lives, safety and property during this emergency, and that the same shall be in effect within the County of Wake and, by request of the chief elected officials of (names of included municipalities until this Proclamation expires or is rescinded. I hereby order all county employees and all other emergency management personnel subject to my control to cooperate in the enforcement and implementation of the emergency ordinances set forth below.

I further proclaim that the Emergency Management Plan adopted by the County of Wake, and all applicable mutual assistance compacts and agreements are in effect and shall remain in effect until this proclamation expires or is rescinded. All emergency management personnel subject to my control are hereby ordered to cooperate in the implementation of the provisions of the County's Emergency Management plan and all

applicable mutual assistance compacts and agreements, and to furnish assistance thereunder.

I hereby delegate to the Wake County Emergency Management Director, and/or his designee, all power and authority granted to me and required of me by Chapter 166A and Article 36A of Chapter 14 of the North Carolina General Statutes, and by Wake County Ordinance Chapter 70 Article 7, for the purpose of implementing the referenced Emergency Operations plan, and to take such further action as is necessary to promote and secure the safety and protection of those dwelling in the County.

(Special Sections – Re-number and use as necessary)

Evacuation

I have determined that, in the best interest of public safety and protection, it is necessary to evacuate the civilian population from (area to be evacuated). Citizens are free to use any type of transportation, but they are to use only __ (mode of transport) __ in leaving the county. Evacuation is to occur as soon as possible. Further proclamation concerning evacuation will be issued as needed.

Curfew

Unless a member of the County's law enforcement agency or the emergency management program, every person who is located (location of area affected by curfew) is to be inside a house dwelling from the hours of __ (start of curfew) __ (am/pm) to __ (end of curfew) __ (am/pm).

Alcoholic Beverages

There shall be no sale, consumption, transportation, or possession of alcoholic beverages during the State of Emergency in the County of Wake except that possession or consumption is allowed on a person's own premises.

Access to Restricted Areas

The Sheriff or Chief of Police and his or her subordinates may restrict or deny access to any area, location, or street where such a restriction is necessary in order to help overcome this emergency or to prevent the emergency from worsening.

These restrictions on access shall be indicated by means of barricades, posted notices, or orders to anyone in the area. No person shall obtain access or attempt to obtain access to any area, location, or street to which the Sheriff or Chief of Police or his or her subordinates have restricted access according to the above directive.

I direct that copies of this Proclamation be disseminated to the mass communications media for publication and broadcast, and that a copy of this Proclamation be posted at the Wake County Courthouse and other public buildings as appropriate.

This proclamation shall become effective immediately upon endorsement and shall automatically expire five (5) calendar days unless sooner rescinded pursuant to N.C.G.S. 14-288.16.

Proclaimed this the ____ day of ____ 20__, at ____ (a.m.) (p.m.)

CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS

14.7.3 Attachment E-2: State of Emergency Termination Template

STATE OF NORTH CAROLINA
COUNTY OF WAKE

TERMINATION OF STATE OF EMERGENCY

By the Chairperson of the Board of Commissioners for Wake County

WHEREAS, on _____(date)_____, at _____(time)_____
(a.m./p.m.), I determined and proclaimed a local state of emergency for the County of Wake; and

WHEREAS, on _____(date)_____, at _____(time)_____
(a.m./p.m.), I ordered the evacuation of all civilians from the area, imposed a curfew, imposed restrictions on the sale and transfer of alcoholic beverages, and ordered the implementation of the Emergency Operations plan and mutual assistance compacts and agreements; and

WHEREAS, I have determined that a state of emergency no longer exists in the County of Wake;

NOW THEREFORE, I thereby terminate the above-referenced proclamation of a local state of emergency and all of the restrictions and orders therein.

This proclamation is effective immediately.

Proclaimed this the ____ day of _____, at _____ (a.m./p.m.)

CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS

14.8 Appendix F: Wake County Critical Assets and Infrastructure

A list of critical assets and infrastructure within Wake County is maintained as a separate document by Wake County Emergency Management.

NORTH CAROLINA

WAKE COUNTY

**WAKE COUNTY EMERGENCY MANAGEMENT
MUTUAL AID AGREEMENT**

THIS AGREEMENT is entered into between the County of Wake (the “County”) and the Town of Holly Springs (the “Town”), a North Carolina Municipality, and is effective upon the date of the last party to execute this Agreement;

WITNESSETH:

WHEREAS, Chapter 166A of the North Carolina General Statutes authorizes the development of mutual aid agreements for reciprocal emergency management aid and assistance between political subdivisions in North Carolina provided they are consistent with the State Emergency Management Programs and Plans; and

WHEREAS, mutual aid agreements may include but are not limited to the furnishing or exchange of supplies, equipment, facilities, personnel and services during emergencies as defined in Article 1 of North Carolina General Statute 166A; and

WHEREAS, North Carolina General Statute 166A-19.15 states that the governing body of each county is responsible for emergency management within the geographical limits of the county and all emergency management efforts within the county will be coordinated by the county, including activities of the municipalities within the County; and

WHEREAS, North Carolina General Statute 166A-19.72(c) authorizes the chief executive of each political subdivisions to enter into mutual aid agreements with other political subdivisions, with the concurrence of the subdivision’s governing body for reciprocal emergency management aid and assistance. Such agreements shall be consistent with the State emergency management program and plans; and

WHEREAS, it is the intent of emergency management programs to reduce vulnerability of people and property to damage, injury, and loss of life and property; prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons; provide for the rapid and orderly rehabilitation of persons and restoration of property; and provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response and recovery; and

WHEREAS, mutual aid agreements provide a mechanism to share public sector resources throughout the nation; and

WHEREAS, this Agreement is intended to complement the mutual aid agreement signed between the County of Wake and the State of North Carolina by setting forth the means of resource coordination and open communication between the County and the Municipality during emergencies; and

WHEREAS the statewide agreement effectually contemplates requests for mutual aid and assistance through county emergency management agencies; and

WHEREAS, the Town desires to render and receive assistance during disasters or emergencies;
and

WHEREAS, pursuant to North Carolina General Statute 166A-19.60 all functions and activities performed under this Agreement are hereby declared to be governmental functions; and

WHEREAS, functions and activities performed under this Agreement are to be carried out for the benefit of the general public and not for the benefit of any specific individual or individuals; and

WHEREAS, all immunities provided by law shall be fully applicable as stated in North Carolina General Statute 166A-19.60 or otherwise as by law provided.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants expressed herein, the parties hereby enter into this mutual aid agreement and agree that the County of Wake and the Town shall participate in coordinated sharing of resources for the purposes of providing protection of the community under the terms as more particularly set forth herein below:

SECTION I. DEFINITIONS

Agreement means this document, the Mutual Aid Agreement for Disasters and Other Emergencies.

Aid and Assistance include, but shall not be limited to, personnel, equipment, facilities, services, supplies, and other resources.

Authorized Representative is an official of a party to this Agreement who has been authorized in writing by that party pursuant to the terms of this Agreement, to request, offer, or provide aid and assistance under the terms of this Agreement.

Disaster is any emergency which has been officially declared a “disaster” by gubernatorial or presidential executive order.

Emergency means any incident or situation that has occurred, is occurring, or will occur in the immediate future that poses a major threat to public safety and causes or threatens to cause loss of life, serious injury, significant damage to property, or major harm to public health or the environment, as a result of an occurrence or imminent threat of widespread or severe damage or loss of life or property, resulting from natural, technological, or man-made emergency situations, and which a local entity has declared as being beyond the capabilities of its local emergency response agencies.

Incident means an occurrence, natural or manmade, that necessitates a response to protect life or property. In this Agreement, the word “incident” includes planned events as well as emergencies and/or disaster of kinds and sizes.

Planned Event means an incident that is a scheduled nonemergency activity including but not limited to elections, sporting events, concerts, parades, funeral coverage, or fairs.

Political Subdivision means Counties and incorporated cities, towns, and villages.

Provider is a party to this Agreement that has received a request to furnish aid and assistance to the party in need (“Recipient”).

Recipient is a party to this Agreement receiving aid and assistance from another party.

SECTION II. OBLIGATIONS OF THE PARTIES

A. Provision of Aid and Assistance – Pursuant to the terms and conditions set forth in this Agreement, the parties hereto shall provide each other with aid and assistance in the event of a disaster, emergency, planned event, or incident. It is mutually understood that each party's foremost responsibility is to its own citizens within its own respective jurisdiction. This Agreement shall not be construed to impose an absolute obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party and;

1. Upon notification or request for resources, the Municipality agrees to contact Wake County Emergency Management or Wake County Emergency Operations Center, if activated, prior to the deployment of said resources outside the geographical limits of the County;
2. If necessary, requests for additional resources will be jointly coordinated by Wake County Emergency Management and the authorized representative of the Municipality to other governmental entities, private sector agencies, and State Division of Emergency Management.

B. Procedures for Requesting Assistance – When recipient becomes affected by an emergency, incident, planned/unplanned event and deems its resources inadequate, it may request mutual aid and assistance by communicating the request to Provider, indicating the request is made pursuant to this Agreement. Such request may be made verbally, to be followed as soon as practicable, by a written confirmation of that request.

Required Information: Each request for assistance shall include the following information, in writing or by any other available means, to the extent known:

1. Identification of the services function(s) for which assistance is needed and the type of assistance needed;
2. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
3. Specifics regarding time and date, location, and a point of contact.

C. Equipment, Supplies, and Material use Guidelines – The guidelines for equipment, supplies, and material use ensure the safe and effective operation and use of the requested items.

1. Equipment Guidelines

- a. Equipment must be used for its intended purpose and in accordance with the manufacturer's instructions.
- b. Equipment must be maintained in good working condition and inspected regularly to ensure that it is safe to use.
- c. Equipment must be returned in the same condition in which it was received, with all parts and accessories intact.
- d. Any damage or malfunction of equipment must be reported immediately to the Provider.

- e. The Recipient is responsible for receiving any necessary training or instruction on the proper use of the equipment.
- f. The Recipient of the equipment is responsible for damages to the equipment and any costs associated with the repair or replacement of the equipment due to damage or loss, including loss of use and diminution in value.
- g. The Provider of the equipment reserves the right to refuse to provide equipment to any borrower who does not comply with this agreement.

2. Materials and Supplies Guidelines

- a. Materials and/or supplies should be used for their intended purpose and in accordance with any applicable laws and regulations.
- b. Materials and/or supplies should be stored in a safe and secure manner to prevent damage or loss.
- c. Materials and/or Supplies should be used in a manner that does not create a hazard to people or the environment.
- d. The recipient is responsible for receiving the necessary training or instruction on the proper use of the materials and/or supplies.
- e. The provider of the materials and/or supplies reserves the right to refuse to lend materials and supplies to any borrower who does not comply with this agreement.

D. Designation of Authorized Representative – Each party to this Agreement shall designate an Authorized Representative. Such designation shall be communicated, in writing, to the Chief Executive Officer of the other party upon the execution of this Agreement. Such designation may be amended at any time by the Chief Executive Officer of a party upon timely notice.

E. Traveling Employees – Unless otherwise specified by Recipient or agreed by the parties in writing, it is mutually understood that Recipient will provide for the needs and necessary expenses of the Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's personnel, including, without limitation, transportation expenses for travel to and from the disaster area, food, and, if necessary, lodging. If Recipient cannot provide such food and/or lodging at or near the disaster area, the Recipient shall so advise the Provider, and shall specify in its request for assistance that only personnel who can provide for their own needs are requested.

F. Supervision and Control – The Provider shall designate supervisory personnel amongst its employees sent to render aid and assistance to the Recipient. Recipient shall provide necessary credentials to the Provider's personnel authorizing them to operate on behalf of the Recipient. Recipient shall assign work tasks to Provider's supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordination between Provider's supervisory personnel and Recipient.

Based upon such assignments set forth by Recipient, Provider's supervisory personnel shall:

- 1. Have the authority to assign work and establish work schedules for Provider's personnel. Further, supervisor shall retain direct supervision and control of Provider's personnel,

equipment, and other resources. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;

2. Maintain daily personnel time records, material records, and a log of equipment hours;
3. Report work progress to Recipient at mutually agreed upon intervals.

G. Period of Service, Renewability, Recall – Unless agreed otherwise, the duration of the Provider’s assistance shall be for an initial period of twenty-four (24) hours, starting from the time of arrival. Thereafter, assistance may be extended in increments agreed upon by the Authorized Representatives of Provider and Recipient. Provider’s personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant, in the sole discretion of the Provider. Provider shall make a good faith effort to provide at least eight (8) hours advance notification to Recipient of Provider’s intent to terminate such assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION III. REIMBURSEMENT

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with FEMA Public Assistance Guidelines in addition to the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses. The provider may waive some or all requirements for reimbursement; however, such an agreement must be documented in the request and/or offer of assistance.

A. Personnel – During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and agreements. The Recipient shall reimburse Provider for all direct and indirect payroll costs and expenses, including but not limited to travel and employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider’s personnel under the terms of the North Carolina Workers’ Compensation Act (Chapter 97 of the North Carolina General Statutes).

B. Equipment – Recipient shall reimburse the Providers for the use of equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with general policies for determining allowable costs which are established in CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R 206.228 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition.

At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

C. Material and Supplies – Provider shall be reimbursed for all materials and supplies furnished, used, or damaged during the period of assistance. The Recipient shall not be responsible for reimbursing Provider for the costs of any damage caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider’s personnel. Provider’s personnel shall use reasonable care always in the use and control of all materials and supplies used by them during the period of assistance. The measure for reimbursement for materials and supplies shall be determined in accordance with FEMA and North Carolina reimbursement policies. In the alternative, the parties may agree in writing that Recipient will replace the materials and supplies used or damaged, with materials and supplies of like kind and quality.

D. Record Keeping – Recipient shall provide information, directions, and assistance for record keeping to Provider’s personnel. Provider shall maintain records and invoices for reimbursement and cost which may be associated with the inspections of records.

E. Billing and Payment – Provider shall send an invoice for reimbursable costs and expenses, together with appropriate documentation as required by Recipient, as soon as practicable after said costs and expenses are incurred, but not later than forty-five (45) days following the end of the period of assistance. Recipient shall pay the invoice, or advise of any disputed items, not later than forty-five (45) days following the billing date.

SECTION IV. PROVIDER’S EMPLOYEES

A. Rights and Privileges – Pursuant to G.S. 166A-19.60 whenever Provider’s employees are rendering aid and assistance pursuant to this Agreement, such employees shall remain the responsibility of the Provider and retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographic limits of the Provider.

B. Workers’ Compensation - Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider’s employees under the terms of the North Carolina Workers’ Compensation Act, Chapter 97 of the North Carolina General Statutes, due to personal injury or death occurring during the periods of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers’ compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers’ compensation benefits to its own respective employees pursuant to G.S. 97-51.

SECTION V. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY

To the extent permitted by law, each party (as Indemnitor) agrees to protect, defend, indemnify, and hold the other party (as Indemnitee), and its offices, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and nature arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of Indemnitor’s negligence, acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor’s sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, if any, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement for any claims, whether insured or not.

Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION VI. AMENDMENTS

This Agreement may be amended as necessary by written, joint agreement between the parties. Subsequent mutual aid agreements may be entered into between the parties and, if so, the subsequent agreement shall replace and supplement any prior agreements.

SECTION VII. DURATION OF AGREEMENT

This Agreement shall continue in perpetuity, unless terminated upon at least ninety (90) days advance written notice by one party to this Agreement to each executive officer of every other participating entity.

SECTION VIII. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION IX. SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. If parties to this Agreement have entered into other aid and assistance agreements, those parties agree that, to the extent a request for aid and assistance is made pursuant to this Agreement, those other aid and assistance agreements are superseded by this Agreement.

SECTION X. EFFECTIVE DATE

This Agreement is effective upon the day and date of the last signature affixed hereto.

This Agreement does not encompass the entire understanding of the Parties on the issue of mutual aid activities. This Agreement does not invalidate other mutual aid agreements, either oral or written, that the Parties have with third parties.

IN WITNESS WHEREOF, Wake County and the Town of Holly Springs execute this Agreement in its name and behalf by its Chief Executive Officer, who has signed accordingly and with concurrences of a majority of its governing board, on the date indicated below.

Town of Holly Springs

Randy J. Harrington
Town Manager

Approved as to form:

John Schifano, Town Attorney

COUNTY OF WAKE

David Ellis
County Manager
County of Wake

Darrell Alford
Director
Wake County Fire Services & Emergency
Management

Approved as to form:

Scott W. Warren, County Attorney



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Manager's Report

Title: Preview of Upcoming Development Services Land Use Cases

Strategic Priority Area: Growth Management & Economic Vitality

Staff Resource: Sean Ryan, Development Services

Action(s):

- Receive update on anticipated, forthcoming land use cases & current development activity.

Explanation:

- Development Services staff will provide an overview of land use cases expected to be submitted over the next quarter.
- This brief overview serves as an opportunity to increase the Mayor & Council's awareness of future land use change requests that may come before the Council and for Council to share any preliminary feedback to staff that might be either helpful to applicants (prior to any formal development submittals) or to staff in our review of potential development applications.

Background:

- On a quarterly basis, staff provides a preview of anticipated development related land use cases that could come before the Town Council for consideration.
- The presentation is informational with no requested actions by Town Council other than sharing any feedback to help guide staff and potential developers on future development interests and/or expectations.

Funding Source(s):

N/A

Attachment(s):

1. 9.3.25_DevelopmentCasesPresentation

Manager's Report

Preview of Upcoming Development Services Land Use Cases



Town of
HOLLY SPRINGS

Purpose:

- Provide a preview of upcoming legislative cases & update on other Development Services initiatives.

Suggested Action:

- Seek high level feedback and answer any preliminary questions.

New Applications



Grigsby Avenue Residential - Conditional Zoning District

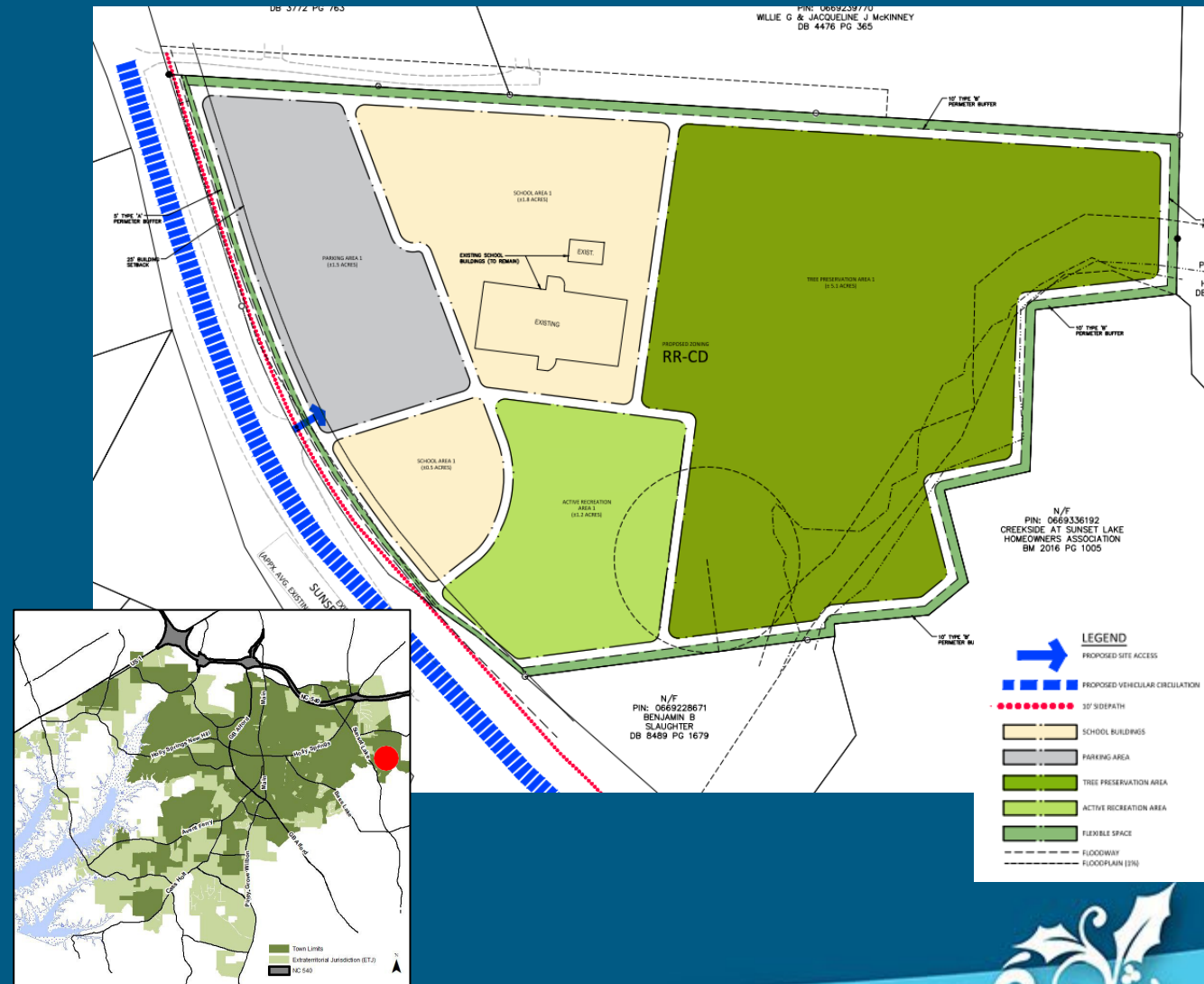
- **Current Zoning:** Neighborhood Residential (NR)
- **Proposed Zoning:** Neighborhood Residential (NR) Conditional Zoning District (NR-CD)
- **Process:** Rezoning (Town Council Legislative)
- **Proposed Use:** 22 Dwelling Units (12 detached & 10 attached)



New School Montessori - Conditional Zoning District

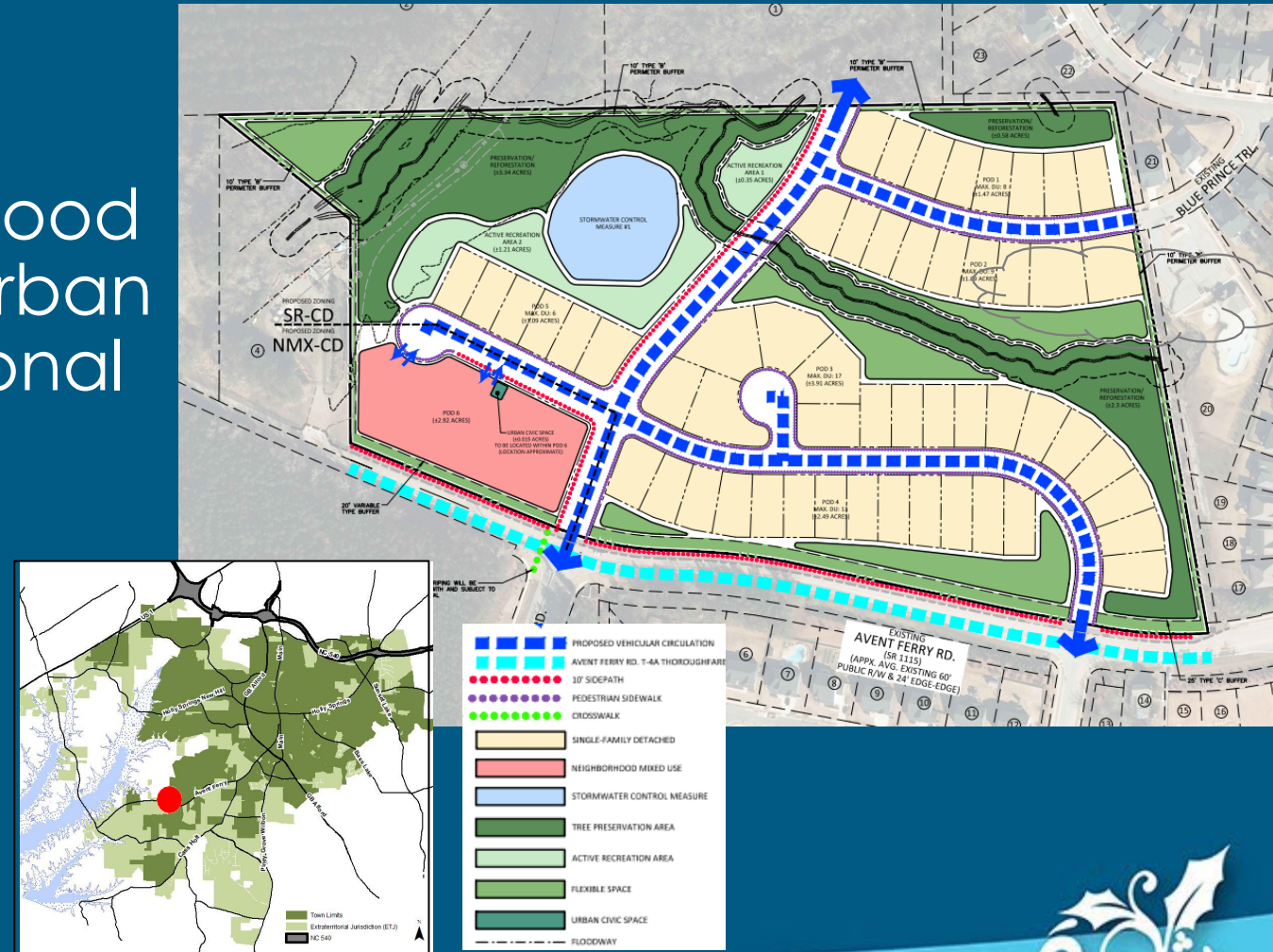
5617 Sunset Lake Road

- **Current Zoning:** Rural Residential (RR)
- **Proposed Zoning:** Rural Residential Conditional Zoning District (RR-CD)
- **Process:** Rezoning (Town Council Legislative)
- **Proposed Use:** School expansion



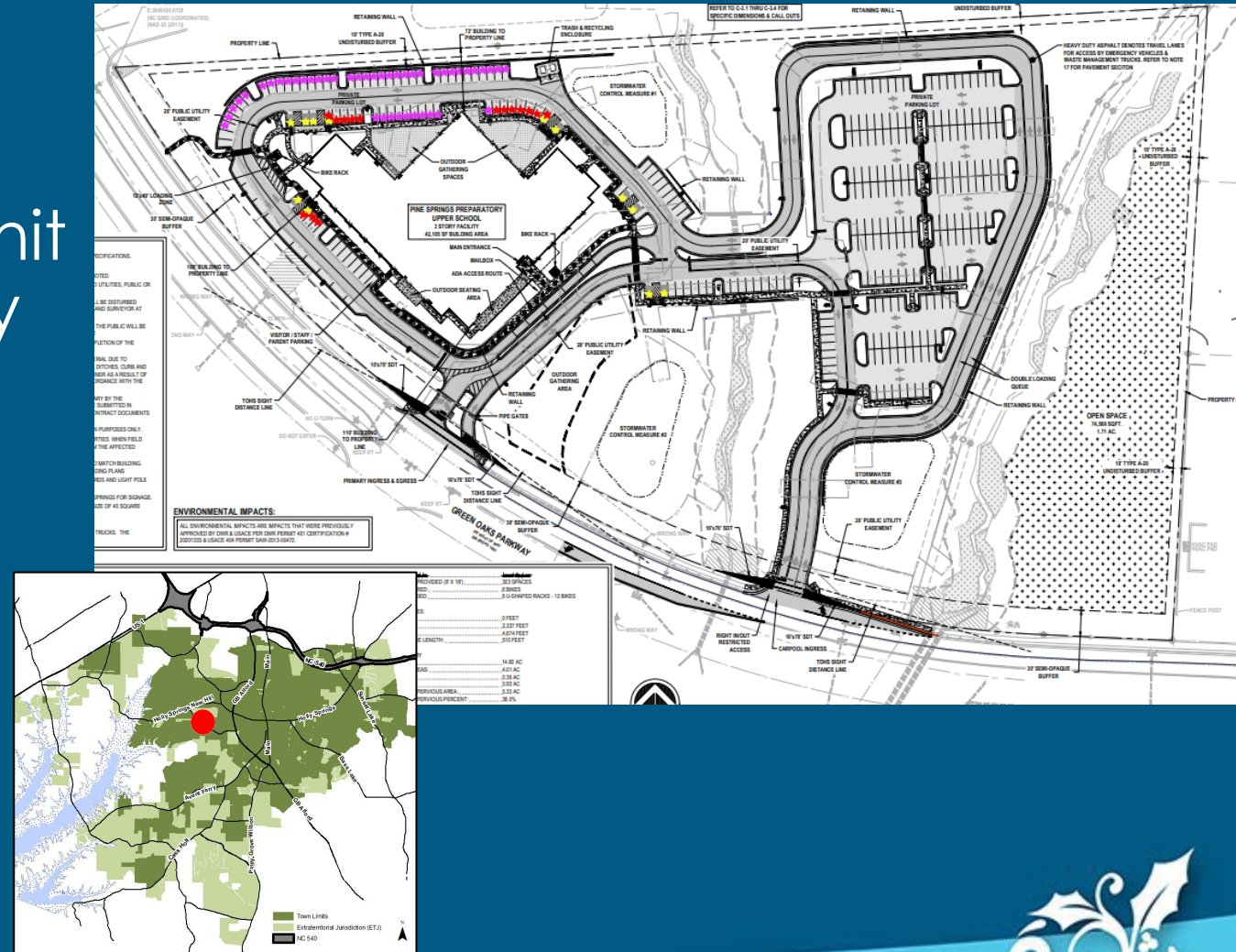
2420 Avent Ferry Road - Conditional Zoning District

- **Current Zoning:** Rural Residential (RR)
- **Proposed Zoning:** Neighborhood Mixed-Use(NMX-CD) & Suburban Residential (SR-CD) Conditional Zoning Districts
- **Process:** Rezoning (Town Council Legislative)
- **Proposed Use:** 53 detached dwelling units & commercial parcel



Pine Springs Preparatory Academy – PUD

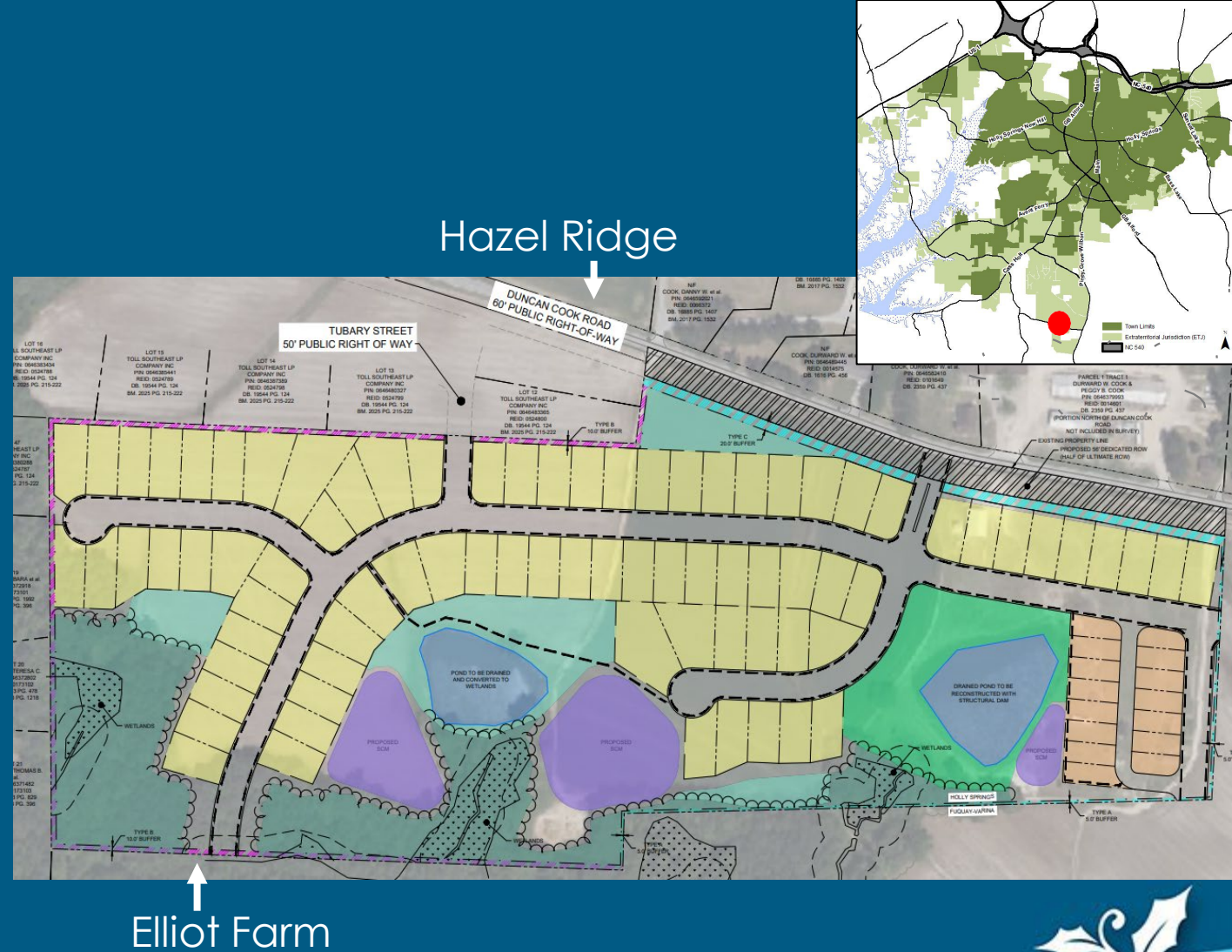
- **Current Zoning:** Planned Unit Development (PUD)
- **Proposed Zoning:** Planned Unit Development (PUD) – Modify Parking Standards
- **Process:** Rezoning (Town Council Legislative)
- **Proposed Use:** School – Modify EV Parking Standards



Twin Springs – Conditional Zoning District

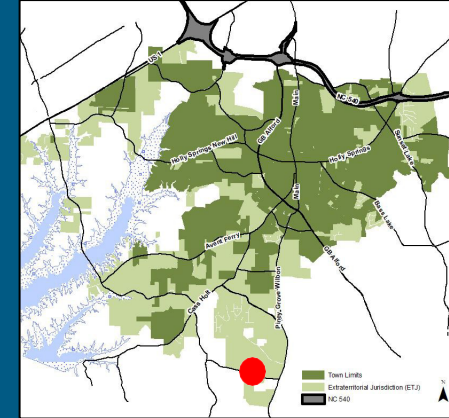
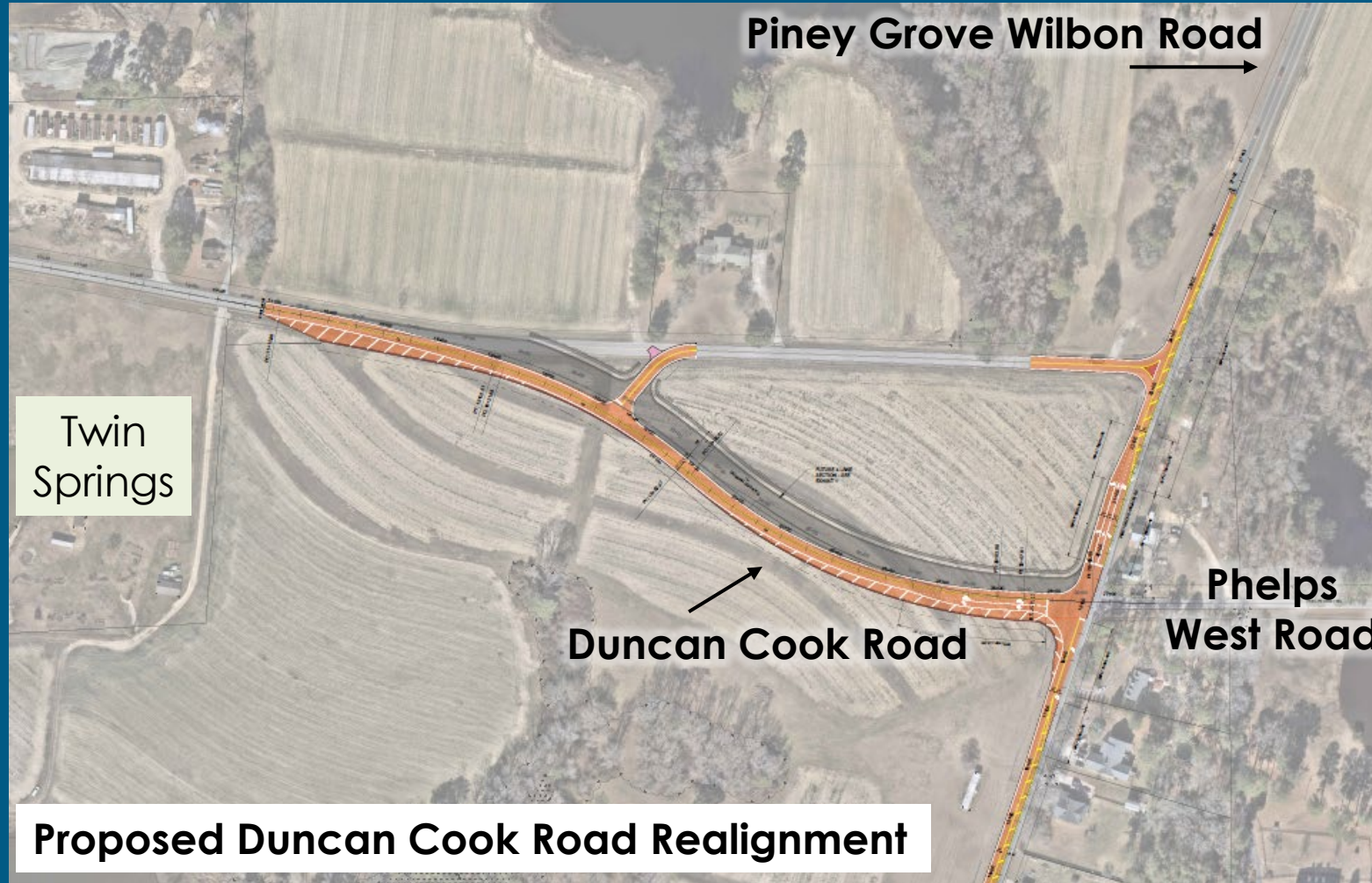
5800 Duncan Cook Road

- **Current Zoning:** Rural Residential (RR)
- **Proposed Zoning:** Neighborhood Residential Conditional Zoning District (NR-CD)
- **Process:** Rezoning (Town Council Legislative)
- **Proposed Use:** 98 detached dwelling units



Twin Springs – Conditional Zoning District

5800 Duncan Cook Road



Holly Springs Self Storage – Conditional Zoning District

11213 Holly Springs New Hill Road

- **Current Zoning:** Business & Research Technology Conditional Use (BRT-CU)
- **Proposed Zoning:** Heavy Industrial Conditional Zoning District (HI-CD)
- **Process:** Rezoning (Town Council Legislative)
- **Proposed Use:** Self-Storage facility



Updates



Other Projects

Updates: Upcoming Public Hearings
Fall 2025

- **Sunset Lake Commons Apartments***
- Duke Substation (4113 Deer Path Road)
- Powell Place (Rouse Road)
- Pine Springs Preparatory Academy – PUD

***Legacy Process Cases**

Updates: Waiting for Revisions

- **1100 Piney Grove Wilbon Road***
- Chase Bank (Sunset Lake Road)
- Daventry (6725 Thrasher Road)
- Seasons @ Wilbon (2316 Piney Grove Wilbon Road)

Updates: Withdrawn

- 600 Grigsby Avenue



Other Initiatives



Planning Initiatives

Comprehensive Plan Updates

- September Workshop

MicroTransit

- September Workshop

Ting Park and Mims Park RFQ's

- December Workshop

Vision Holly Springs Comprehensive Plan



Community Facilities	(Section 4)
Infrastructure & Utilities	(Section 5)
Natural Areas	(Section 6)



Planning Initiatives

Downtown Plan Implementation

- Festival Street Design RFQ – Fall release
- Town Hall Lighting – Fall installation
- Downtown Mural – Call for Artists September release



Planning Initiatives

Local Administered Projects Program

- Applications Due October 31
- Submitting Holly Springs Road Central

SPOT 8.0

- Project Identification for 2028-2037 State Transportation Improvement Program (STIP)

UDO Amendment Preview

- Semi-annual amendments for fall (October/November)
- Approximately 20 sections
 - Alley building setbacks
 - Various Landscaping revisions
 - Infill lot building setbacks
 - Home occupations
 - Conservation Subdivisions
 - Murals (Works of Art)
 - Temporary Signs



Discussion & Questions

