MINUTES FOR BOARD OF ALDERMEN MEETING December 14th, 2010 6:00 PM

The following elected officials were present: Mayor Coleman, Alderman Beaty, Alderman Friday, Alderman Huggins, Alderman Martin, and Alderman Withers.

The following staff members were present: Ed Munn, Interim Town Manager; Pennie Thrower, Town Attorney; Maria Stroupe, Administrative Services Director; Doug Huffman, Electric Director; Gary Buckner, Police Chief; Bill Trudnak, Public Works Director; Community Development Director, David Kahler; and Steve Lambert, Fire Chief. Anne Martin, Recreation Director, was absent.

The Mayor called the meeting to order at 6:00 pm.

Mayor Coleman opened with the Invocation and the Pledge of Allegiance to the Flag. The Mayor asked if there were any additions or deletions to the agenda. There were no additions or deletions. Mr. Withers made a motion to set the agenda, seconded by Mr. Martin, and carried unanimously.

Mr. Beaty made a motion to approve the minutes from the November 9, 2010 regular meeting, and November 23, 2010, special meeting, seconded by Mr. Friday, and carried unanimously.

Recognition of Citizens:

Mr. Alfred Queen, 607 Brookgreen Dr., supports building a new Police Station at the location of the old Fire Station. Widows in the area feel secure knowing the police can respond in 3-4 minutes instead of 20 minutes, as they would if the County covered policing in Dallas. The building was approved 2 years ago and now people have gone haywire. The petition circulating does not represent him and he was not asked about the petition.

Ms. Anna Pasour, 508 McSwain St., is proud to live in historic, progressive Dallas. She is in support of the new Police building. The historic Courthouse is not meant to house a police department in the year 2010. By moving the Police Department, Dallas could obtain County and State funds to refurbish the Courthouse as an historic building. While the Courthouse is used as a police department, only Town tax dollars can be used for renovations.

Mr. Jerry Cearley, 507 S. Willow St., stated the petition was shown to residents and business owners who pay taxes in Dallas. The question is not whether to have a Police Department, but the location. Around the gym is too congested to add the Police Department. He does not like the proposed location, but is very complementary of the job the Police Department performs. The money saved from not moving the Police Department could be used in Recreation.

Mr. Scott Stiles, 409 S. Maple St., has been a member of the Dallas Fire Department for 25 years and as such has run emergency traffic from the proposed location. He does not recall a single

close call in the area. A better facility will help the department function better, as has happened with the Fire Department. The Police Department project should be completed as proposed.

Ms. Sarah Blake, Dallas High School Apartments, stated that most of the residents she has spoken with want the Police Department at the proposed location.

Mayor Coleman stated that he has received half a dozen letters and emails from residents and business owners in support of relocating the Police Department to the old Fire Department Building. (Exhibits A, B, C, D, E, and F)

Consent Agenda:

Mr. Withers made a motion to approve the Consent Agenda, seconded by Mr. Friday, and carried unanimously.

Public Hearing:

There was no public hearing.

Old Business:

The first item, Item 7-A, was discussion, led by Mr. Munn, of awarding the bid for renovation of the old Fire Department building into the Police Department. Since receiving bids on October 20th, the architect, electrical engineer, contractor, and Town staff have worked to reduce the total project cost. At the October 25th meeting of the Board, the estimated total cost for the project was \$575,319. The base bid, with allowances to the contractor, was \$482,200 and projected work to be performed by the Town was \$93,119. Now the new base bid, with allowances and contingency, is \$439,430. Projected costs for work performed by the Town are \$60,500. The current, revised total cost for the project is \$499,930. (Exhibit G) Reductions to the project since the October meeting total \$75,389. The option to use the existing concrete floor at a savings of only \$1.996 was not included. A new floor will be poured. In addition, to secure an additional \$6,600 of reductions for the project, the contractor will be permitted to earn that credit back from the contingency if it is available and if the project is completed within 120 days, excluding inclement weather days. Mr. Withers made a motion to award the bid to Cresent Construction of Concord, NC upon completion of the detail of the contract by the Town Attorney and the Town Manager, seconded by Mr. Friday, and carried by the following vote:

Yays – Aldermen Friday, Martin, and Withers

Nays – Aldermen Beaty and Huggins

The second item, Item 7-B, was a discussion of the NC Parks and Recreation Grant process. The Town conducted two public meetings on Nov. 16th and 18th to receive comments from the public regarding the development of 17+ acres of land adjoining Carr Elementary School. Almost everyone in attendance supported the Town's effort to expand the recreational facilities generally as drawn in the draft master site plan. Surveys were distributed to the citizens present at the hearings, as well as, to participants in our recreation programs. Baseball and soccer fields were

the most requested facilities. The full cost build just one of the additional fields, with walking tracks and a parking lot, but no bathrooms exceeded \$400,000, as estimated by Diamond Engineering (Johnny Denton). The Town has only \$28,000 reserved for this project at this time. Diamond Engineering was asked to do a "bare bones" field and parking lot. The estimated cost for this project is \$157,060.41. (Exhibit H) At the meetings there was much discussion about beginning a community wide effort to obtain donations from residents of greater Dallas. Alderman John Beaty has volunteered to pay for a banner advertising a program to receive private donations, if the Board wishes to proceed with such an effort. Mr. Withers asked if the \$28,000 could be used to fix up Jaggers Field. Mr. Munn stated that it would be the Town's choice. Mr. Withers feels there is no need for another ball field. Mr. Martin stated that all fields, including Jaggers Field, are full during ball season. Recently, a good bit of work has been done on Jaggers Field, so there is not a pressing need for upgrades to that field. Mr. Munn stated that in order to apply for the grant, Dallas must have the money required for our portion of the match, so we need to apply for an amount that we can fund the matching portion. This is a very competitive grant and it is common to not receive the grant with our first application, but we could. It is hard to predict. The Board asked to see plans for walking track and picnic shelters to be presented at the January meeting before making the decision to apply for the grant.

The third item, Item 7-C, was a discussion of the voluntary annexation requested by Gaston Fence. The Certificate of Sufficiency has been signed. (Exhibit I) A question arose concerning which lot they wanted annexed, so Mr. Kahler is to obtain clarification and a clear map. Mr. Martin made a motion to table the annexation process until the January Board Meeting, seconded by Mr. Beaty, and carried unanimously.

New Business:

The first item, Item 8-A, was a discussion concerning the Duke Wholesale Power cost estimate for 2011. Duke Energy has given us a new projected rate schedule for wholesale electricity for next year and for the following four years. (Exhibit J) The new rates and charges will be effective January 1, 2011. While the new rates are established by Duke, the amount of electrical demand and energy depend on weather and general usage. Comparing the new schedule to last year's schedule, the following increases are projected: Demand Charges are expected to be \$2,025,168, which is 7.04% more than last year, and Energy Charges are estimated to be \$1,958,877, which is 17.1% more than last year. In this year's budget, both expenditures for wholesale power and the revenues we receive from our retail sales are greater than estimated. The increased sales this year has resulted in more revenues than anticipated, which covers the higher wholesale electricity costs. (Exhibit K) This information is for review at this time. Kevin O'Donnell, our rate specialist, will be at the January meeting to discuss the possible impact to Dallas' rate structure. Currently, out of 106 power providers in North Carolina, Dallas ranks as the 19th lowest in residential electric costs. (Exhibit L)

The second item, Item 8-B, was a discussion on live-in firefighters. Chief Lambert is proposing that in exchange for free room and utilities, resident firefighters are to be trained as firefighters and perform firefighter duties while at the station. Typical resident firefighter duties include: fire/rescue/medical response, vehicle/equipment/station maintenance, public education, training, pre-incident surveys, and hydrant tests. Minimum duty requirements are being able to answer all

calls when present at the station. The firefighters must adhere to all Fire and Town policies and shall work 10 hours per week on tasks assigned by the Chief. Having a resident firefighter will also decrease the insurance costs currently being paid on the facility. Minimum requirements for a live-in firefighter are: 1) Must be at least 18 years of age, 2) Must be a U.S. citizen, 3) Must have a valid NC driver's license, 4) Must pass a criminal background check, 5) Must have a safe driving record, 6) Must be a high school graduate or equivalent, and 7) Must be at least a Firefighter Level 1. Mr. Withers made a motion to approve the live-in firefighter on a 6 month trial basis, seconded by Mr. Huggins, and carried unanimously.

The third item, Item 8-C, was a proposal from Mr. Trudnak concerning contracting out testing for the Water and Waste Water systems. He has been shopping around for the best rates to accomplish state mandated testing. The City of Gastonia was the lowest bid received. Their Waste Water Lab is certified by NC DENR and was granted a commercial license. The agreement would be for one year, beginning 1-1-2011, and would be renegotiated in December of 2011, if necessary. (Exhibit M) The Town Attorney has reviewed the agreement and approved it. Based on estimates, Dallas should see approximately \$22,000 in savings. Mr. Martin made a motion to approve the agreement as presented, seconded by Mr. Beaty, and carried unanimously.

Item 10, was a manager's report from Mr. Ed Munn, Interim Town Manager. Mr. Friday left the meeting at 7:43 pm. During the manager's report, Mr. Munn presented Stacy Duff as an alternate member to the Planning Board. Mr. Huggins made a motion to accept Ms. Duff as an alternate member to the Planning Board, seconded by Mr. Withers, and carried unanimously.

There was no closed session. Mr. Withers made a motion to adjourn, seconded by Mr. Huggins, and carried unanimously. (7:54)

Closed Session:

Rick Coleman, Mayor

Maria Stroupe, Town Clerk

Rick Coleman

From: "Chris Dobbins" < Chris. Dobbins@co.gaston.nc.us>

To: <rcoleman@dallasnc.net>

Cc: "Phillip Ponder" < Phillip.Ponder@co.gaston.nc.us>; "Elizabeth Tooley" <etooley@stikp.com>;

<rmpenegar@msn.com>

Sent: Tuesday, December 14, 2010 9:10 AM Subject: Court House - Historical Considerations

Mr. Coleman-

I just wanted to share some thoughts with you reference the recent town discussions in relocating the Dallas Police Department and utilization/preservation of the Dallas Court House.

First and foremost, we here at the Museum believe that it's vitally important to preserve the Court House as close to its original condition & purpose as possible. As such, we feel the relocation of the Police Dept would be an ideal solution, as it would eliminate the need for any modifications, significantly reduce 24/7 building use, and more closely represent the structures original purpose.

Secondly, relocating the Police Dept out of the Court House would significantly increase the opportunities for State and Federal Grant Dollars, for preservation purposes—as these grantors look more favorably upon requests to preserve and/or restore historic structures versus proposals to "modify".

Finally, we believe the Court House serves as a critical *Centerpiece* for the Historic Dallas Square. Put another way, we feel it can be a very marketable attraction for travel and tourism purposes—an "attraction" that would not have the same draw as a Police Station.

We realize there are many factors that Town Leadership must consider as discussions move forward, but wanted to share our thoughts for consideration. Should you have any questions, please feel free to contact us at your earliest convenience.

Kind regards,

Chris Dobbins

Chris C. Dobbins, Director Gaston County Museum of Art & History

w/p: 704-922-7681 (ext. 101)

fax: 704-922-7683

web: www.gastoncountymuseum.org

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12/14/2010

MAYOR RICK COLEMAN,

12/06/2010

ALDERMAN, AND

WHOM IT MAY CONCERN,

IT HAS COME TO MY ATTENTION THAT THERE HAVE BEEN SOME RUMORS THAT THE TOWN IS CONSIDERING NOT BUILDING/RENEVATING A NEW POLICE STATION. AS A BUSINESS OWNER IN DALLAS I WAS EXCITED TO HEAR THAT YOU WERE BUILDING A NEW POLICE STATION, THIS GAVE ME A FEELING OF SAFETY AND THAT YOU WERE GROWING WITH THE AREA, WHICH IS THE SAME REASON THAT I DECIDED TO BUILD MY BUSINESS HERE AND MOVE MY FAMILY HERE.

PUBLIC SAFETY IS ALWAYS THE BEST WAY TO SPEND TAX DOLLARS. BY MOVING THE POLICE CARS FROM THE TOWN SQUARE WILL BRIGHTEN THAT AREA UP. I AM SURE IT WILL GIVE MORE ROOM FOR TOWN EVENTS, LIKE PICNICS, FOURTH OF JULY PARTIES, MUSIC FESTIVALS, ETC. THIS WILL BRING NEW BUSINESS AND MORE **PEOPLE (\$)** TO DALLAS, WHICH WILL HELP EVERYONE.

AS A BUSINESS OWNER AND SUPPORTER OF DALLAS, ANYTHING TO IMPROVE OUR POLICE DEPARTMENT WOULD BE A POSITIVE FOR "OUR TOWN".

I HOPE THIS WAS JUST A RUMOR, IF NOT I HOPE YOU WILL RECONSIDER.

THANKS FOR YOUR TIME,

MICHAEL"FATBACK" MCSWAIN
FATBACKS TIRE AND AUTO

RCDC18

From: Austin Rammell [austin.rammell@daretoventure.org]

Sent: Monday, December 13, 2010 11:58 PM

To: Rick Coleman

Subject: Police Station and Community Center

Rick,

I'm sending this email in support of the Town of Dallas moving forward with its plans for a new police station and its vision to convert the historic court house into something the community could rent and use. There are four main reasons why I support this move:

- (1) I've been in the Dallas Police Department on at least a dozen occasions as well as out ridding the streets with Captain Allen Scott. I'm by no means an expert on Law Enforcement and its needs but for the last 5 years I have been active as a Chaplain for the Gastonia City Police and for the last 8 years I've worked closely with the Dallas Police Department on a handful of occasions to help address situations in places like Southeast Dallas. In my work with the Dallas Police Department I've seen first hand the need for much improved facilities. Although the Dallas Police officers are certainly making the best of their situation, from my vantage point the space they currently occupy is antiquated and functionally inefficient at best.
- (2) As a church we are always looking for places away from our building to rent for activities. Part of our DNA is to focus our events and ministries on things that benefit the region but first and for most the town of Dallas. The idea of turning the Court House into a Community Center that could be rented for activities greatly appeals to us. The Court Square in Dallas is a beautiful location for special events and much of the growing membership of Venture are citizens of Dallas.
- (3) I serve on the Board of Directors of the Gaston County Museum. In the process of becoming a board member I received a good education on the history of the Dallas Court House and the relationship it had with the Hotel. To me it makes sense for the long term prosperity of downtown Dallas to have something that draws people to the City Square but furthermore, turning the Court house into a Community Center that can be rented by the public will open the door for the community to maintain the Court House as a part of its life and culture. Children will remember going to events there, young couples getting married there, etc. Its history will be active and alive as people use the facility and in so doing learn about the history of Dallas.
- (4) I was asked to serve on a task force put together by the Gaston County Chamber to study how more young professional families could be recruited to the county. Each of us on the task force held numerous focus groups to study the issue along with examining other data. If my memory serves me correctly the top three reasons young families moved to Gaston County were (1) Affordable housing, (2) The School System and (3) The "Small Town" feel of many of its towns all while living in close proximity to "Big City" amenities (i.e. shopping, entertainment, etc). Among the items that people in the focus groups named as positives for living in a small town was that they could have breakfast with the mayor, have a conversation with their town councilman while walking through the grocery store and finally they could get to know their police officers by name and the police can get to know them. They liked the fact that they saw the same police officer drive by their house a few times each day. There is a tremendous sense of community when town officials, law enforcement and the citizens can easily end up on a first name basis. I've seen this first hand with Captain Allen Scott of the Dallas Police Department. As you may or may not know, a few years ago Venture launched an effort it calls the Southeast Dallas Revitalization Program. In our work in the community we have found that most of the citizens (criminal

12/14/2010

element and non-criminal) know and trust Captain Scott. On the occasions that there have been issues in the community that we've helped address, Captain Allen Scott has been a HUGE resource! His healthy relationship with the community served as the catalyst to connect us with the people we needed to work with to deal with a variety of very serious issues. This is what happens in a small town and its one of those things that makes Dallas great.

I know you and the Alderman will make the best decision on behalf of the town and I thank you for the sacrifices you make to serve Dallas.

Austin Rammell Lead Pastor, Venture 704.922.3763 (office) www.DareToVenture.org

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Version: 10.0.1170 / Virus Database: 426/3313 - Release Date: 12/13/10

12/14/2010



December 10, 2010

To: Town of Dallas Mayor and Aldermen, Dallas, NC

From: Dotty C. Brooks, Owner

RE: Dallas Police Department

As a Business Owner/Taxpayer, I am writing this letter in support of relocating the Dallas Police Department.

There are several reasons why it is in the best long-term interest of the town to relocate this facility.

The Historical Preservation of the Dallas Court House is imperative to its existence. It is highly probable the Dallas Court House Building would require far more extensive repair (and more local dollars), than to completely renovate the proposed former Dallas Fire Department; subsequently by moving the Dallas Police Department from the current location and utilizing the Court House Building as a historical building, State and Federal monies could be more readily available to the Town of Dallas for preservation purposes. Having the Dallas Court House available as a tourist attraction, local "central park" and being adjacent to the Gaston County Art and History Museum would enhance the pastoral setting of our beautiful Dallas Court Square as well as keeping the window open for future grant opportunities.

The proposed location for the Dallas Police Department will be in close proximity of all other Emergency Departments. Having different ingress/egress traffic patterns, excessive traffic would be a non-issue. The Town of Dallas owns the property and existing building at this location. Therefore, by owning the property and existing facility, The Town of Dallas would not have to incur a cost to purchase land or displace other property owners. By relocating the Dallas Police Department to this proposed location, our Police force will have not only a state-of-the-art facility, but for the first time, one that is in compliance with North Carolina Law Enforcement Standards.

In addition, being off of the main thoroughfare (Trade Street and Gaston Avenue) where the current police department is located, I feel that would substantially decrease the response time for the emergency calls and improve traffic and crime related activities within the town limits.

With an appreciation of the past and a focus on the future, I feel that by moving the Dallas Police Department to the former Dallas Fire Department location will ultimately save the tax paying citizens and business owners' a large sum of money. By doing so, you will be providing a safer community for all of us to live and work for many years to come.

In closing, I am asking you, as Representatives of the Town of Dallas, to make the decision that is truly in the best interest of our town's future. That decision should be to move forward with the two-year long planning process of relocating the Dallas Police Department to the former Dallas Fire Department location.

607 West Trade Street - Dallas, NC 28034 Phone: (704) 922-5133 Fax: (704) 922-6184



102 E. Fields Street Dallas, NC 28034 Ph. 704.917.0880 Ph. 704-917-0885

12-10-10

To Mayor and Board of Alderman,

I regret I am unable to attend this meeting in person, but I would like to express my feelings about the upcoming vote on the Dallas police station relocation.

I moved my business from Charlotte to Dallas due to the support and commitments I was given from the Town leadership as well as from other local business people. I was told Dallas was working to promote and grow the Town. I was welcomed, supported and made to feel I had made the correct decision to invest millions of dollars in bringing our business here. In turn, I have worked hard to support the town, not only through hiring of many local residents, but through supporting local businesses with our purchases. While in Dallas, we have grown during these tough economics times from 17 employees to 57 currently.

I have promoted Dallas to other business leaders as a proactive community willing to work to support all new business and industry that are willing to relocate here. I am currently trying to bring another manufacturer here that will prove to be an asset to our community. This manufacturer will bring jobs, tax revenue as well as new technology not currently offered in this part of the United States. Currently, this business is located overseas.

I realize we are in trying economic times, not only here, but across our Country, but I also know if we as a community don't work hard to improve our

Päge 2
 December 10, 2010

Town we will not be able to compete with surrounding Cities and Towns for companies or citizens looking to relocate. I have reviewed the plan for the new police department and feel this is a good investment for us to make in helping Dallas to grow. Stop and take a look at the surrounding area and you can see growth in the Towns that have moved forward and you will also see decline in the ones that have not. I want to be a part of a growing Town who brings economic development. We have a lot to offer as a community that everyone should be proud of. I have told everyone I have come in contact with what a wonderful community this is. I will continue to work to help Dallas become prosperous and a leader not only in Gaston County but in the State of North Carolina. I believe Dallas has that ability.

Again, I apologize for not being able to attend in person, but I do welcome the opportunity to meet, discuss and help in any way I can. I have made my investment in this Town and I hope you will also.

Best Regards,

11

Any one who wants the police department across the street please sign this. thanks. we need all the names we can get before the next board meeting.

France: Brand
Omnette Blace
Norma Kirkpatrick
Lais Martin
Carolyn y. npeare Greatly needed!
Robill Mobjex
Villiai mally

J7 Names



Any one who wants the police department across the street please sign this. thanks. we need all the names we can get before the next board meeting.

Earl Blanton Jair Rior Penlard Rockel Penlard Betty Burill Chude Burill Tred Corritter Loss Martin

Son Lee Bayd

reland Bowers

Carolyn Thomas

Oianne X. Florgo

Mardie Harvell

Total Estimated Cost for the New Police Building

Original Base Bid	\$432,000.00
Change to wood studs on outside walls	- 2,362.00
Plumbing with pex	- 2,500.00
Additional contractor reduction	-6,600.00*
Remove sports floor	<u>- 5,440.00</u>
New Base Bid:	\$415,098.00
Carpet allowance (reduced by \$952.)	3,248.00
Subtotal	\$418,346.00
Responsibilities of the Town of Dallas - items not included in co	ontractors bid:
Signage (reduced from \$15,000)	2,000.00
Appliances (reduced from \$2,500)	1,500.00
Cabinets (reduced from \$6,900)	1,500.00
Materials Testing	1,000.00
Generator (reduced by \$17,000)	8,500.00
Installation and hookup for Generator (reduced by \$11,700)	1,500.00
IT Equipment (reduced from \$25,000)	20,500.00
Landscaping (reduced from \$3,000)	0
Carpenter Architecture (reduced by \$900)	9,000.00
Furnishings (reduced by \$3,500)	15,000.00
Total Town Co	ost: \$60,500.00
Grand Tota	l: \$478.846.00
5% Contingency of new base bid	21,084.00

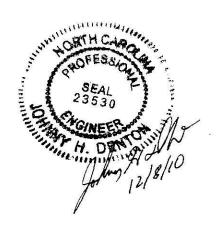
Total with Contingency: \$499,930.00

^{*}The option to use the existing concrete floor at a savings of only \$1,996 was not included. A new floor will be poured.

Town Of Dallas Park Phase 1 Option 1 Construction Project Football / Soccer Field

ESTIMATE #2

	100		UNIT	
DESCRIPTION	QTY.	UNITS	PRICE	AMOUNT
Mobilization	1	LS	\$5,000.00	\$5,000.00
Clearing & Grubbing	5.53	AC	\$1,808.32	\$10,000.01
Unclassified Excavation	14,405	CY	\$3.00	\$43,215.00
Prop. 18" HDPE	559.26	LF	\$30.00	\$16,777.80
Prop. 24" HDPE	429.1	LF	\$36.00	\$15,447.60
Grated Drop Inlet	8	EA	\$1,500.00	\$12,000.00
Open Throat Catch Basin	2	EA	\$1,500.00	\$3,000.00
Rip Rap Outlet Protection	35	TN	\$40.00	\$1,400.00
Inlet Protection, Complete in Place	10	EA	\$100.00	\$1,000.00
Silt Fence Complete in Place	500	LF	\$2.50	\$1,250.00
Temporary Gravel Construction Entrance] ' 1	EA	\$1,000.00	\$1,000.00
5' Concrete Sidewalk (4" uniform)	37	SY	\$30.00	\$1,110.00
Class 57 Washed Stone	25	TN	\$20.00	\$500.00
Asphalt Walking Trail	402	LF	\$20.00	\$8,040.00
Aggregate Base Course	730	TNS	\$15.00	\$10,950.00
Bituminous Conc. Surface (Type SF 9.5A)	12	TNS	\$65.00	\$780.00
Sediment Basin (3' x 60' x 100')	1	EA	\$1,000.00	\$1,000.00
Permanent Grassing (Seed, Mulch, & Tack)	150	MSF	\$50.00	\$7,500.00
Temporary Grassing (Seed, Mulch, & Tack)	50	MSF	\$40.00	\$2,000.00
Pavement Marking - 4" Solid White	300	LF	\$0.30	\$90.00
Contingency	1	LS	\$15,000.00	\$15,000.00
			TOTAL	\$157,060.41



CERTIFICATE OF SUFFICIENCY

To the Board of Aldermen of the Town of Dallas, North Carolina:

I, Maria Stroupe, Town Clerk do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Dallas, this 10^{th} day of December 2010

Macia Strong Town Clerk

SEA GASTON AND MARKET CO.

Re: Gaston Tollin Jountary Contiguous Annexation

Dallas, NC - Partial Requirements: Estimated 2010 Billing Demands, Energy & Rates

Duke Fenergy.

Create Date:

12/15/2009

Note: Demand and Energy Rates have been adjusted for North Carolina Gross Receipt Tax of 3.22%

mand kW	Demand kW Demand Rate \$/kW	Demand Charge	Energy MWhs	Energy Rate \$/MWh	Energy Charge	Ancillary Credit
12,088	\$13.04	\$157,628	5,467	\$24.55	\$134,215	(\$4,364)
12,088	\$13.04	\$157,628	5,612	\$24.55	\$137,775	(\$4,364)
12,088	\$13.04	\$157,628	4,961	\$24.55	\$121,793	(\$4,364)
12,088	\$13.04	\$157,628	4,950	\$24.55	\$121,523	(\$4,364)
12,088	\$13.04	\$157,628	4,652	\$24.55	\$114,207	(\$4,364)
12,088	\$13.04	\$157,628	5,350	\$24.55	\$131,343	(\$4,364)
12,088	\$13.04	\$157,628	005'9	\$24.55	\$159,575	(\$4,364)
12,088	\$13.04	\$157,628	7,385	\$24.55	\$181,302	(\$4,364)
12,088	\$13.04	\$157,628	7,635	\$24.55	\$187,439	(\$4,364)
12,088	\$13.04	\$157,628	5,810	\$24.55	\$142,636	(\$4,364)
12,088	\$13.04	\$157,628	4,931	\$24.55	\$121,056	(\$4,364)
12,088	\$13.04	\$157,628	4,879	\$24.55	\$119,779	(\$4,364)
12,088	\$156.51	\$1,891,893	68,132	\$24.55	\$1,672,641	(\$52,370)
12,198	\$162.72	\$1,984,859	889'89	\$26.77	\$1,838,778	(\$52,850)
12,307	\$188.58	\$2,320,854	69,259	\$27.50	\$1,904,623	(\$53,320)
12,281	\$203.50	\$2,499,184	68,926	\$28.36	\$1,954,741	(\$53,210)
12,365	\$204.51	\$2,528,766	69,340	\$29.56	\$2,049,690	(\$53,570)

NOTE: Duke Energy Carolinas makes no warranties or representations whatsoever concerning any cost projections it provides in connection with our proposed contract, except that such projections were prepared in good faith in view of the facts known to Duke Energy Carolinas at the time the projections were prepared.

Dallas - PR Renewal.xlsx

Dallas, NC - Partial Requirements: Estimated 2011 Billing Demands, Energy & Rates

reate Date: 11/24/201

Note: Demand and Energy Rates have been adjusted for North Carolina Gross Receipt Tax of 3.22%

	>			THE RESERVE OF THE PROPERTY OF THE PARTY OF	335			- 20
		Demand kW	Demand Rate \$/kW. Demand Charge		0 (-45)		LEMBION Charge	Andillany Credit
	Jan	12,400	\$13.61	\$168,764	5,888	\$26.51	\$156,091	(\$4,404)
	Feb	12,400	\$13.61	\$168,764	860'9	\$26.51	\$161,658	(\$4,404)
	Mar	12,400	\$13.61	\$168,764	5,410	\$26.51	\$143,419	(\$4,404)
	Apr	12,400	\$13.61	\$168,764	5,389	\$26.51	\$142,862	(\$4,404)
ίλ	May	12,400	\$13.61	\$168,764	5,063	\$26.51	\$134,220	(\$4,404)
43	-In	12,400	\$13.61	\$168,764	5,823	\$26.51	\$154,368	(\$4,404)
uo	Б	12,400	\$13.61	\$168,764	7,125	\$26.51	\$188,884	(\$4,404)
M	Aug	12,400	\$13.61	\$168,764	7,903	\$26.51	\$209,509	(\$4,404)
	Sep	12,400	\$13.61	\$168,764	8,199	\$26.51	\$217,355	(\$4,404)
	0ct	12,400	\$13.61	\$168,764	6,320	\$26.51	\$167,543	(\$4,404)
	Nov	12,400	\$13.61	\$168,764	5,367	\$26.51	\$142,279	(\$4,404)
	Dec	12,400	\$13.61	\$168,764	5,307	\$26.51	\$140,689	(\$4,404)
	2011	12,400	\$163.30	\$2,025,168	73,892	\$26.51	\$1,958,877	(\$52,850)
er	2012	12,543	\$188.29	\$2,361,721	75,363	\$27.22	\$2,051,381	(\$53,320)
านเ	2013	12,514	\$207.00	\$2,590,398	75,639	\$27.53	\$2,082,342	(\$53,210)
n.A	2014	12,604	\$208.88	\$2,632,724	76,674	\$28.64	\$2,195,943	(\$53,570)
	2015	12,698	\$212.79	\$2,702,007	669'22	09'67\$	\$2,299,890	(\$53,990)

DOCUMENT CONTAINS CONFIDENTIAL DUKE ENERGY TRADE SECRETS

NOTE: Duke Energy Carolinas makes no warranties or representations whatsoever concerning any cost projections it provides in connection with our proposed contract, except that such projections were prepared in good faith in view of the facts known to Duke Energy Carolinas at the time the projections were prepared.

Dallas - PR Renewal.xlsx

12/8/2010 3:34:17 PM Town Of Dallas EXHIBIT K

Budget to Actual Totals Fiscal Year 2011 Period Ending 6/30/2011

30-8500-3313 Supplies: Wire, Cable, Etc. E 13,500.00 7,063.30 6,43 30-8500-3314 Supplies: Decorative Lighting E 13,000.00 13,00 30-8500-3315 Supplies: Hardware E 4,000.00 4,00 30-8500-3350 General Supplies and Materials E 30,000.00 9,667.01 20,33 30-8500-3400 Equipment E 5,500.00 (538.04) 6,03 30-8500-3600 Uniforms E 4,000.00 3,405.93 55 30-8500-3610 Employee Appreciation E 6,000.00 1,017.75 4,93 30-8500-4000 Electrical Sales Tax E 95,000.00 187.50 6,33 30-8500-4501 Contract Service: Maintenance E 6,500.00 187.50 6,33 36.50 30-8500-4501 Contract Service: Maintenance E 6,500.00 187.50 6,33 36.50 30-8500-4501	0.00 2.99 8.04 4.07 2.25 0.72 2.50 1.04 6.52
30-8500-3314 Supplies: Vite, Cable, Etc. E 13,000.00 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,000 13,00	0.00 0.00 2.99 8.04 4.07 2.25 0.72 2.50 1.04 6.52
30-8500-3315 Supplies: Beconstree Egitating E 4,000.00 4,000 30-8500-3350 General Supplies and Materials E 30,000.00 9,667.01 20,300 30-8500-3400 Equipment E 5,500.00 (538.04) 6,000 30-8500-3600 Uniforms E 4,000.00 3,405.93 500 30-8500-3610 Employee Appreciation E 6,000.00 1,017.75 4,900 30-8500-4000 Electrical Sales Tax E 95,000.00 40,659.28 54,300 30-8500-4501 Contract Service: Maintenance E 6,500.00 187.50 6,300	0.00 2.99 8.04 4.07 2.25 0.72 2.50 1.04 6.52
30-8500-3350 General Supplies and Materials E 30,000.00 9,667.01 20,33 30-8500-3400 Equipment E 5,500.00 (538.04) 6,03 30-8500-3600 Uniforms E 4,000.00 3,405.93 55 30-8500-3610 Employee Appreciation E 6,000.00 1,017.75 4,93 30-8500-4000 Electrical Sales Tax E 95,000.00 40,659.28 54,3 30-8500-4501 Contract Service: Maintenance E 6,500.00 187.50 6,3	2.99 8.04 4.07 2.25 0.72 2.50 1.04 6.52
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30-8500-3600 Uniforms E 4,000.00 3.405.93 55 30-8500-3610 Employee Appreciation E 6,000.00 1,017.75 4.95 30-8500-4000 Electrical Sales Tax E 95,000.00 40,659.28 54,3 30-8500-4501 Contract Service: Maintenance E 6,500.00 187.50 6,3	4.07 2.25 0.72 2.50 1.04 6.52
30-8500-3610 Employee Appreciation E 6,000.00 1,017.75 4,90 30-8500-4000 Electrical Sales Tax E 95,000.00 40,659.28 54,30 30-8500-4501 Contract Service: Maintenance E 6,500.00 187.50 6,30 30-8500-4501	2.25 0.72 2.50 1.04 6.52
30-8500-3610 Employee Appreciation E 95,000.00 40,659.28 54,3 30-8500-4501 Contract Service: Maintenance E 6,500.00 187.50 6,3	0,72 2.50 1.04 6.52
30-8500-4501 Contract Service: Maintenance E 6,500.00 187.50 6,3	2.50 1.04 6.52
50-5500-4501 Contract Service, Maintenance 2 2249 De 22.49 De 26.60	1.04 6.52
20 2500 4509 Contract Sanday Outside Help E 40 000 00 3 348 96 36 69	6.52
30-6500-4500 Contract Service, Outside Help	
30-8500-4514 Contract Service: Generator Maintenance E 26,500.00 5,673.48 20,83	5.00
30-8500-4515 Contract Service: Substation-Generator E 14,700.00 945.00 13,75	
30-8500-4516 Contract Service: Tree Trimming E 70,000.00 70,00	0.00
30-8500-4600 Purchase of Poles E 1,000.00 1,00	0.00
30-8500-4820 Eiectrical Charge E 3,616,845.00 1,357,719.91 2,259,13	5.09
30-8500-5300 Dues and Subscriptions E 22,000.00 1,740.37 20,20	9.63
	0.00
	6.60
	0.00
30-8500-5750 Bad Debts E	
	3.29)
30-8500-6300 Unemployment Compensation Tax E	
30-8500-6400 Insurance and Bonds E 88,000.00 54,956.99 33,0	3.01
	0.02
	0.00
30-8500-7306 Capital Outlay: Meters, Transformers, Etc. E 70,000.00 105,498.00 (35,48	3.00}
	0.00
30-8500-7309 Capital Outlay: Wire, Cable, Etc. E 57,000.00 2,190.00 54,8	0.00
	0.00
	0.00
30-8500-7312 Capital Outlay: Relocate Lines E	
30-8500-7400 Capital Outlay: Equipment E	
30 3313 1 133	4.92
30-8500-7420 Interest Expense E	
	00.00
30-8500-7507 Capital Outlay: Substation-Generator E 3,000.00 3,0	0.00
30-8500-8000 Contingency E	
30-8500-9000 Contribution to General Fund E 560,750.00 560,7	0.00
30-8500-9001 Contribution to Fire Department Project E	
30-8500-9010 Contribution to Water & Sewer Fund E	
30 3000 3010	7.00
30-8500-9040 Contribution to Capital Reserve E 234.652.00 234.6	2.00
30-8500-9300 Contribution to Capital Enhancement E	
30-9999-0000 Net Revenues/Expenditures E	
Not Not all and Park	4.04
Fund Total Electrical Fund (1,202,114.85) 1,202,1	4.85
Grand Total 0.00 (1,202,114.85) 1,202,1	4.85

Table 6

Ranking of Residential Electric Costs in North Carolina Source of raw data: US Energy Information Administration

Ranking	Entity	State	Class of Ownership	Number of Consumers	Sales (megawatthours)	Revenue (thousand dollars)	Average Retail Price (cents/kWh)
1	City of Highlands	NC	Public	2,317	23,356	1,944	8.32
2	New River Light & Power Co	NC	Public	5,613	52,800	4,394	8.32
3	Duke Energy Carolinas, LLC	NC	Investor Owned	1,573,640	21,057,980	1,769,531	8.40
4	Town of Huntersville	NC	Public	3,663	45,474	3,888	8.55
5	Public Works Comm-City of Fayetteville	NC	Public	69,168	931,231	79,945	8.58
6	Town of Pineville	NC	Public	2,053	21,037	1,825	8.68
	Town of Cornelius	NC	Public	2,212	24,063	2,145	8.91
8	Concord City of	NC NC	Public	23,040	301,675 72,904	27,407 6,638	9.08
10	City of Morganton City of Shelby	NC NC	Public Public	6,524 6,054	72,904 69,693	6,442	9.11 9.24
11	City of Statesville	NC	Public	10,303	111,244	10,383	9.33
12	Lincolnton City of	NC	Public	2,163	23.687	2,211	9.33
13	Town of Drexel	NC	Public	1,175	14,677	1,414	9.63
14	Town of Bostic	NC	Public	172	2,450	237	9.67
15	Mountain Electric Coop, Inc	NC	Cooperative	12,557	146,305	14,303	9.78
16	Newton City of	NC	Public	3,939	46,295	4,551	9.83
17	Virginia Electric & Power Co	NC	Investor Owned	100,761	1,578,817	156,036	9.88
18	City of Monroe	NC	Public	8,379	101,071	10,050	9.94
19	Dallas Town of	NC	Public	2.801	30,231	3,016	9.98
20	Town of Waynesville	NC	Public	2,331	24,450	2,503	10.24
21	Granite Falls Town of	NC	Public	1,987	24,389	2,507	10.28
22	Rutherford Elec Member Corp	NC	Cooperative	62,657	875,769	90,093	10.29
23	Town of High Point	NC	Public	33,230	370,447	38,184	10.31
24	Tri-County Elec Member Corp	NC	Cooperative	19,774	328,030	33,938	10.35
25	Murphy Town of	NC	Public	3,334	42,802	4,453	10.40
26	EnergyUnited Elec Member Corp	NC	Cooperative	104,435	1,513,243	157,529	10.41
27	Jones-Onslow Elec Member Corp	NC	Cooperative	54,216	773,654	80,777	10.44
28	Progress Energy Carolinas Inc	NC	Investor Owned	1,092,968	15,051,019	1,570,594	10.44
29	City of Albemarle	NC	Public	9,840	129,145	13,528	10.48
30	Landis Town of	NC	Public	2,399	30,221	3,186	10.54
31	City of Kings Mountain	NC	Public	4,098	46,115	4,866	10.55
32	Town of Forest City	NC	Public	3,198	35,722	3,784	10.59
33	Town of MacClesfield	NC	Public	245	3,024	321	10.62
34	Town of Windsor	NC	Public	1,422	18,788	2,004	10.67
35	City of Cherryville	NC	Public	2,128	24,611	2,665	10.83
36	City of Lexington	NC	Public	15,839	214,926	23,281	10.83
37	Lumbee River Elec Member Corp	NC	Cooperative	51,818	879,268	95,207	10.83
38	Union Electric Membership Corp	NC	Cooperative	63,612	975,458	106,452	10.91
39	City of Gastonia	NC	Public	22,728	244,863	26,844	10.96
40 41	Blue Ridge Mountain E M C Carteret-Craven El Member Corp	NC NC	Cooperative Cooperative	12,907 34,647	138,416 439,783	15,206	10.99 11.15
42	Town of Lucama	NC NC	Public	1,054	15,034	49,033 1,681	11.18
43	Stantonsburg Town of	NC	Public	1,095	13,880	1,560	11.24
44	Maiden Town of	NC	Public	867	9,875	1,115	11.29
45	Tri-State Electric Member Corp	NC	Cooperative	1,258	11,754	1,335	11.36
46	Surry-Yadkin Elec Member Corp	NC	Cooperative	26,268	335,781	38,407	11.44
47	Town of Sharpsburg	NC	Public	1,132	14,069	1,621	11.52
48	City of Winterville	NC	Public	2,992	34,473	3,983	11.55
49	South River Elec Member Corp	NC	Cooperative	38,724	616,709	71,353	11.57
50	Central Electric Membership Corporation	NC	Cooperative	17,967	282,540	33,033	11.69
51	Town of Apex	NC	Public	12,762	144,557	17,199	11.90
52	Blue Ridge Elec Member Corp	NC	Cooperative	61,905	684,338	81,862	11.96
53	Brunswick Electric Member Corp	NC	Cooperative	78,964	986,833	118,796	12.04
54	Albemarle Electric Member Corp	NC	Cooperative	11,708	177,239	21,360	12.05
55	Four County Elec Member Corp	NC	Cooperative	29,379	448,279	54,086	12.07
56	French Broad Elec Member Corp	NC	Cooperative	32,631	288,353	35,030	12.15
	Edgecombe-Martin County E M C	NC	Cooperative	10,685	163,729	19,958	12.19
58 59	Pee Dee Electric Member Corp	NC	Cooperative	20,017	274,132	33,466	12.21 12.26
60	Pitt & Greene Elec Member Corp Wake Electric Membership Corp	NC NC	Cooperative Cooperative	7,307	122,371 485,831	15,003	12.33
61	Randolph Electric Member Corp	NC	Cooperative	32,043 29,220	369.945	59,893 45,894	12.33
62	Town of Selma	NC	Public	29,220	25,365	3,157	12.45
63	Roanoke Electric Member Corp	NC	Cooperative	12,582	195,863	24,431	12.47
64	Town of Black Creek	NC	Public	649	8,908	1,119	12.56
65	Town of Walstonburg	NC	Public	103	1,417	179	12.63
66	Town of Fremont	NC	Public	719	8.911	1,128	12.66
67	Greenville Utilities Comm		Public	55,614	681,081	86,765	12.74
68	Cape Hatteras Elec Member Corp		Cooperative	6,374	93,988	12,108	12.88

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Table 6

Ranking of Residential Electric Costs in North Carolina Source of raw data: US Energy Information Administration

Ranking	Entity	State	Class of Ownership	Number of Consumers	Sales (megawatthours)	Revenue (thousand dollars)	Average Retail Price (cents/kWh)
69	Town of Ayden	NC	Public	4,070	45.949	5.936	12.92
70	Town of Wake Forest	NC	Public	5,198	61,903	8.021	12.96
71	Tideland Electric Member Corp	NC	Cooperative	19.835	227,656	29.630	13.02
72	Haywood Electric Member Corp	NC	Cooperative	24,935	246,141	32.211	13.09
73	Piedmont Electric Member Corp	NC	Cooperative	27,397	384,896	50,432	13.10
74	Town of Hookerton	NC	Public	317	4,350	576	13.24
75	Lumberton City of	NC	Public	9.863	94.861	12,692	13.38
76	Town of Pikeville	NC	Public	428	5,491	737	13.42
77	Town of Edenton	NC	Public	3,421	40,900	5,511	13.47
78	City of Laurinburg	NC	Public	4,665	52,945	7,170	13.54
79	Scotland Neck Town of	NC	Public	1.355	13,649	1.849	13.55
80	Halifax Electric Member Corp	NC	Cooperative	10,543	125,434	17,073	13.61
81	Mecklenburg Electric Coop, Inc	NC	Cooperative	121	1,498	204	13.62
82	Town of Smithfield	NC	Public	3.536	43,002	5.861	13.63
83	City of New Bern	NC	Public	17.662	227,729	31,140	13.67
84	City of Southport	NC	Public	2,004	25,705	3,516	13.68
85	City of Elizabeth City	NC	Public	10.031	137,942	18.888	13.69
86	Town of Oak City	NC	Public	226	2.547	350	13.74
87	Belhaven Town of	NC	Public	973	8,988	1,236	13.75
88	Town of Louisburg	NC	Public	1,525	18,800	2,587	13.76
89	Town of Clayton	NC	Public	4,343	53,495	7,443	13.76
90	City of Washington	NC	Public	10,916	132,199	18,440	13.95
91	City of Rocky Mount	NC	Public	23,736	301.065	42,028	13.96
92	Benson Town of	NC NC	Public	1.384	16.142	2.261	14.01
93	La Grange Town of		Public	1,308	17,355	2,445	14.09
94	City of Kinston	NC	Public	10,060	139,643	19,932	14.27
95	Town of Enfield	NC	Public	1.097	11,568	1,651	14.27
96	Town of Pinetops	NC NC	Public	665	7,996	1,151	14.39
97	City of Robersonville	NC	Public	1,069	10,910	1.577	14.45
98	Town of Tarboro		Public	5,176	59,245	8,577	14.48
99	Town of Fountain	NC	Public	260	2,806	408	14.54
100	City of Wilson	NC	Public	29,319	387,809	56,558	14.58
101	Town of Hamilton	NC	Public	222	2.394	351	14.66
102	Red Springs Town of		Public	1.453	16,294	2,443	14.99
103	Hertford City of		Public	1,005	11,345	1,709	15,06
104	Town of Farmville		Public	2.429	27,701	4,286	15.47
	Broad River Electric Coop, Inc		Cooperative	398	5,697	955	16.76
106	Town of Hobagod		Public	241	2,688	481	17.89

NORTH CAROLINA

AGREEMENT

GASTON COUNTY

THIS AGREEMENT made and entered into this the ___ day of ______, 2010 by and between the City of Gastonia, a North Carolina municipal corporation (hereinafter "Gastonia"), and the Town of Dallas, a North Carolina municipal corporation (hereinafter "Dallas").

WITNESSETH

WHEREAS, Dallas operates a water treatment and distribution system ("Water Utility") and a wastewater treatment and collection system ("Wastewater Utility"); and

WHEREAS, state and Federal law require certain sampling and testing procedures be performed in the operation of any Water or Wastewater Utility;

WHEREAS, Gastonia has the capability of performing such sampling and testing procedures; and

WHEREAS, Gastonia and Dallas wish to enter into an interlocal agreement as authorized by N.C.G.S. 160A-461 pursuant to which Gastonia will provide sampling and testing services as requested by Dallas;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. PURPOSE. The purpose of this agreement is to provide for the collection and analysis of wastewater and/or water samples required by the National Pollution Discharge Elimination System ("NPDES") permits currently issued for the Dallas Water and Wastewater Utility or otherwise required for the operation and maintenance of the systems.
- 2. TERM. This agreement shall commence upon the execution hereof and shall be in effect for a period of one year from that date. The agreement shall automatically renew for successive one (1) year periods unless terminated as provided in paragraph 5.
- 3. SAMPLING AND TESTING. Gastonia will provide collection and analysis of wastewater and/or water samples as requested by Dallas in accordance with all applicable Federal, state and local laws, regulations and ordinances. The services offered by Gastonia are as set forth in Exhibit A which is attached hereto and incorporated by reference. At the commencement of this agreement, a sampling schedule ("Sampling Schedule") mutually agreeable to the parties shall be established which shall set forth the collection and sampling to be performed by Gastonia. Dallas may request that sampling and collections services be added or deleted from the Sampling Schedule at any time

Agree 1229

provided that any services to be added must be listed on Exhibit A. Gastonia shall amend the Sampling Schedule within 30 days of the receipt of such a request.

- 4. PAYMENT. (a) Dallas shall pay to Gastonia for services rendered according to the prices listed on Exhibit A. Gastonia shall submit a monthly invoice to Dallas for all services preformed. All invoices shall be paid within 30 days of the date of receipt.
- (b) At least 30 days prior to the end of the initial term and each renewal term thereafter, Gastonia shall submit to Dallas an updated Exhibit A, indicating the services available and updated prices for each such service. If such services and prices as contained in the updated Exhibit A are not acceptable to Dallas, Dallas may terminate this agreement by giving notice to Gastonia prior to the end of the then current term. If Dallas fails to give notice of termination, the updated Exhibit A shall become effective as of the first day of the new term.
- 5. TERMINATION. This agreement may be terminated for convenience by either party by giving 60 days written notice to the other party. In the event this agreement is terminated, Dallas shall pay Gastonia for all services performed prior to the termination.
- 6. NOTICE. Any written notice to be given hereunder by either party to the other party shall be affected by certified mail, return receipt requested. Notice to the Gastonia shall be sufficient if made or addressed to the City Manager, 181 South Street, P.O. Box 1748, Gastonia, North Carolina, 28053. Notice to the Dallas shall be sufficient if made or addressed to the Town Manager, 210 N. Holland Street, Dallas, NC 28034. Either party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this section.
- 7. AMENDMENT. This agreement may not be amended or modified except in a writing executed by both parties hereto.
- 8. ENTIRE AGREEMENT. This Agreement and the attached Exhibit constitute the entire Agreement between Gastonia and Dallas, and neither Gastonia nor Dallas shall be bound by any requirement which is not specifically stated in this Agreement.
- 9. WAIVER OF IMMUNITY. No portion of this Agreement shall be deemed to constitute a waiver of any immunities which Gastonia or Dallas or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care on the part of either part to any persons not a party to this Agreement.
- 10. SEVERABILITY. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement is for any reason held or decided to be invalid or unconstitutional, such a decision shall not affect the validity of the remaining portions. The parties hereto declare that they would have entered into this Agreement and each and every section, subsection, paragraph, sentence, clause, and phrase thereof, irrespective of

Agree1229



the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases might be declared to be unconstitutional or invalid.

11. APPLICABLE LAW. This Agreement shall be interpreted, construed, and governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in their name.

	CITY OF GASTONIA
	By:
ATTEST:	
City Clerk	
APPROVED AS TO FORM:	
Asst. City Attorney	
	TOWN OF DALLAS
	BY:
ATTEST:	
APPROVED AS TO FORM:	
Attorney	

Agree1229

68

COUNTY OF GASTON
I,, a Notary Public of the aforesaid County and State, do hereby certify that personally appeared before me this day and acknowledged that she is the City Clerk of the City of Gastonia and that by authority dulgiven and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.
WITNESS my hand and Notarial Seal, this the day of, 2010.
My Commission Expires:
STATE OF NORTH CAROLINA COUNTY OF GASTON
I,, a Notary Public of the aforesaid County and State, do hereby certify that personally appeared before me this day and acknowledged that he/she is the of Dallas and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its, sealed with its corporate sea and attested by him/her
WITNESS my hand and Notarial Seal, this the day of, 2010.
Notary Public My Commission Expires:

Agree1229

EXHIBIT M(5)

EXHIBIT A

City of Gastonia Proposal to Town of Dallas for Water and Wastewater Sampling & Analysis

Parameter	Location	Frequency	Analyses /year	Standard Charge /Analysis	Total Charge
BOD	Effluent	4/week	208	\$18	\$3,744
	Influent	3/week	156	\$18	\$2,808
TSS	Effluent	4/week	208	\$10	\$2,080
	Influent	3/week	156	\$10	\$1,560
	Mixed Liquor	4/week	208	\$10	\$2,080
Ammonia	Effluent	4/week	208	\$10	\$2,080
	Influent	2/week	104	\$10	\$1,040
Dissolved Oxygen	Effluent	3/week	156	\$10	\$1,560
	Up & Down	1X/3X week	88	\$10	\$880
Fecal Coliform	Effluent	4/week	208	\$18	\$3,744
TKN	Effluent	1/Qtr	4	\$40	\$160
NO _x	Effluent	1/Qtr	4	\$40	\$160
Total Phosphorus	Effluent	1/Qtr	4	\$18	\$72
Temperature	Effluent	5/week	260	\$10	\$2,600
	Up & Down	1X/3X week	88	\$10	\$880
рН	Effluent	3/week	156	\$10	\$1,560
Total Residual Cl₂	Effluent	3/week	156	\$18	\$2,808
Chronic Toxicity	Effluent	1/Qtr	4	\$290	\$1,160
Technician Collection T	ime	\$50/hr @	1 hr/day * 4	day/wk * 52 weeks	\$10,400

Total for Wastewater Treatment Plant Testing: \$41,376 -7% discount (\$2,896)

Total Cost for Wastewater Treatment Plant \$38,480

Parameter	Location	Frequency	Analyses /year	Standard Charge /Analysis	Total Charge
TSS	Effluent	2/month	24	\$10	\$240
pH	Effluent	2/month	24	\$10	\$240
Total Residual Cl ₂	Effluent	2/month	24	\$10	\$240
Aluminum	Effluent	2/month	24	\$15	\$360
Calcium	Effluent	1/Qtr	4	\$16	\$64
Magnesium	Effluent	1/Qtr	4	\$16	\$64
Manganese	Effluent	1/Qtr	4	\$16	\$64
Fluoride	Effluent	1/month	12	\$22	\$264
Copper	Effluent	1/month	12	\$16	\$192
Iron	Effluent	1/month	12	\$16	\$192
Toxicity	Effluent	1/Qtr	4	\$290	\$1,160
Technician Collection Ti	me	\$	50/hr @ 1 hr	/day * 24 days/year	\$1,200

Total for Water Treatment Plant NPDES Testing: \$4,280 -7% discount (\$300)

Total Cost for Water Plant NPDES Sampling: \$3,980

EXHIBIT A

Parameter	Location	Frequency	Analyses /year	Standard Charge /Analysis	Total Charge
Bacteria Samples*	10	Monthly	120	\$87	\$10,440
Radiological	1	9 years	1	\$407	
Asbestos	1	9 years	1	\$144	
Inorganic	1	1 year	1.	\$299	\$299
Lead/Copper	20	1 year	20	\$28	\$560
Lead/Copper Spencer Mountain Village	5	Every 6 months	10	\$28	\$280
Nitrate	1	1 year	1	\$16	\$16
SOC's	2	3 year	2	\$685	\$1,370
SOC (525)	1	Quarterly	4	\$200	\$800
THM/ HAA5's Stage 1**	4	Quarterly	16	\$193	\$3,095
Distilled Water Metals	1	1Year	1	\$95	\$95
VOC's	1	1 Year	1	\$162	\$162
TOC & Alkalinity Source	-				
Water	2	Monthly	24	\$226	\$5,424
TOC POE Water	2	Monthly	24	\$210	\$5,046
Shipping		2			\$1,430
Labor					
(Sampling/Testing)					\$18,756
Truck/Fuel		8. 8. V.			\$4,760

^{*}Includes three for Spencer Mountain Village

Total Cost for Water Supply Testing:

\$47,773

Total Cost for Testing at Water and Wastewater Locations:

\$90,233

^{**}Includes one for Spencer Mountain Village