

City of High Point

*Municipal Office Building
211 South Hamilton Street
High Point, NC 27261*

Meeting Agenda

Monday, February 21, 2011

4:45:00 PM

Council Chambers

Committee of the Whole

*Rebecca R. Smothers, Mayor
Latimer B. Alexander, IV, Mayor Pro Tem
James Corey, Foster Douglas, A.B. Henley, III,
Britt W. Moore, Michael D. Pugh,
Bernita Sims, M. Christopher Whitley*

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE**PRESENTATION OF ITEMS****FINANCE COMMITTEE- Council Member Alexander, Chair**

Committee Members - Whitley, Smothers, Corey

110030 Contract - Asplundh Tree Expert Company - Tree Trimming Services

Council is requested to approve contract with Asplundh Tree Expert Company for tree trimming services in the amount of \$588,066.00. Contract is for period of February 1, 2011 - January 31, 2012 with an option for three one year extensions.

**PUBLIC SAFETY COMMITTEE & COMMUNITY DEVELOPMENT COMMITTEE -
Council Member Sims, Chair**

Committee Members - Alexander, Douglas, Corey

110024 Ordinance - Vacate/Close Structure - 909 Mint Street

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 909 Mint Street belonging to Garrett Property Management

110025 Ordinance - Vacate/Close Structure - 912 Carter Street

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 912 Carter Street belonging to James Morgan.

110026 Ordinance - Vacate/Close Structure - 1319 Boundary Avenue

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 1319 Boundary Avenue belonging to Maria P. Graham.

110027 Ordinance - Vacate/Close Structure - 1206 E. Commerce Street

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 1206 E. Commerce Street belonging to Roger D. Lucas.

110028 Ordinance - Vacate/Close Structure - 1220 S. Elm Street

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 1220 S. Elm Street belonging to Donna J. Powers

**PLANNING, EDC & INFORMATION TECHNOLOGY COMMITTEE- Council Member
Whitley, Chair**

Committee Members - Sims, Henley, Moore

Pending Items

100325**Text Amendment 10-08- City of High Point - re Development Inspections Regulations**

A request by the City Council to consider a text amendment to Chapter 11, Development Inspection Regulations, of the Code of Ordinance of the City of High Point to include relocation costs paid by the City as cost allowable as a lien against property subject to enforcement action under the minimum housing code. (This item will be discussed in Committee on Tuesday, February 22nd at 9:00 a.m.)

11/15/2010 Committee of the Whole deferred

**Planning , Economic Dev.
& Information
Technology Committee**

PUBLIC HEARINGS ON ITEMS - 5:30 p.m.**Planning , EDC & Information Technology Committee - Council Member Whitley, Chair****110029****Ordinance - Text Amendment 11-01 - Jennifer Moore - Sequels, LLC**

A request by Jennifer Moore to amend Table 4-7-1 (Permitted Use Schedule) and Table 4-5-1 (Restricted Uses in the Main Street District) of the Development Ordinance, to permit a used merchandise store in Area B of the Main Street (MS) District. The request also proposes to amend Section 9-5-2 regarding certain development standards for used merchandise stores and related uses; and to amend Section 9-2-2(g) to add a definition for Antique Mall.

ADJOURNMENT

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT**

ORDINANCE

REQUEST: Ordinance to Vacate

PROPERTY

ADDRESS: 1206 E. Commerce Street

OWNER: Roger D. Lucas

FIRST

INSPECTION: Number of Violations: Major 3 Minor 5
11-30-2010 1) leaking water line causing water/moisture in crawl space
2) inoperable windows throughout dwelling – nailed or painted shut
3) no smoke detectors

HEARING

RESULTS: The owner did not appear in person for the hearing. On the date of
12-10-2010 the scheduled hearing, the owner contacted our office via telephone and the violations were discussed with the inspector. The owner did not commit to making the required repairs. During the hearing the following findings of fact were established. There are numerous violations of the Minimum Housing Code. The dwelling was occupied by one adult and three minors at the time of the inspection. The dwelling is still occupied. The ordinance is requested to allow the inspector to vacate, close and placard the dwelling in accordance with State statutes.

ORDER(S)

ISSUED: Order to Repair 12-10-2010 with a compliance date of 1-10-2011
12-10-2010

APPEALS: No appeals to date.

OWNER

ACTIONS: There have been no permits issued and repairs have not started.

EXTENSIONS: None requested by owner.

CURRENT

STATUS: Conditions still exist. Dwelling is occupied.
2-11-2011



1206 East Commerce Avenue

Ordinance to Vacate/Close



Location of subject property

Department of Planning
and Development

City of High Point

Date: February 10, 2011



Scale: 1"=200'
y/ba-pz/inspection/vacate



1206 E. Commerce Avenue

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT**

**ORDINANCE
REQUEST:**

Ordinance to Vacate

**PROPERTY
ADDRESS:**

912 Carter Street

OWNER:

James Morgan

**FIRST
INSPECTION
10-27-2010**

Number of Violations: Major 4 Minor 9
1) hole in roof covering at rear of roof, near laundry room
2) rotted ceiling joists at rear of dwelling, over laundry room
3) rotted rafters at rear of dwelling at laundry room
4) knockout missing at outside breaker panel

**HEARING
RESULTS:
11-11-2010**

The owner did not appear for the hearing. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. The inspection was in response to complaints from tenant. At the time of the inspection the dwelling was occupied by one adult. The dwelling is vacant as of 12-20-2010. The utilities have been placed on hold. The ordinance is requested to allow the inspector to vacate, close and placard the dwelling in accordance with State statutes.

**ORDER(S)
ISSUED:
11-11-2010**

Order to Repair 11-11-2010 with a compliance date of 12-10-2010

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

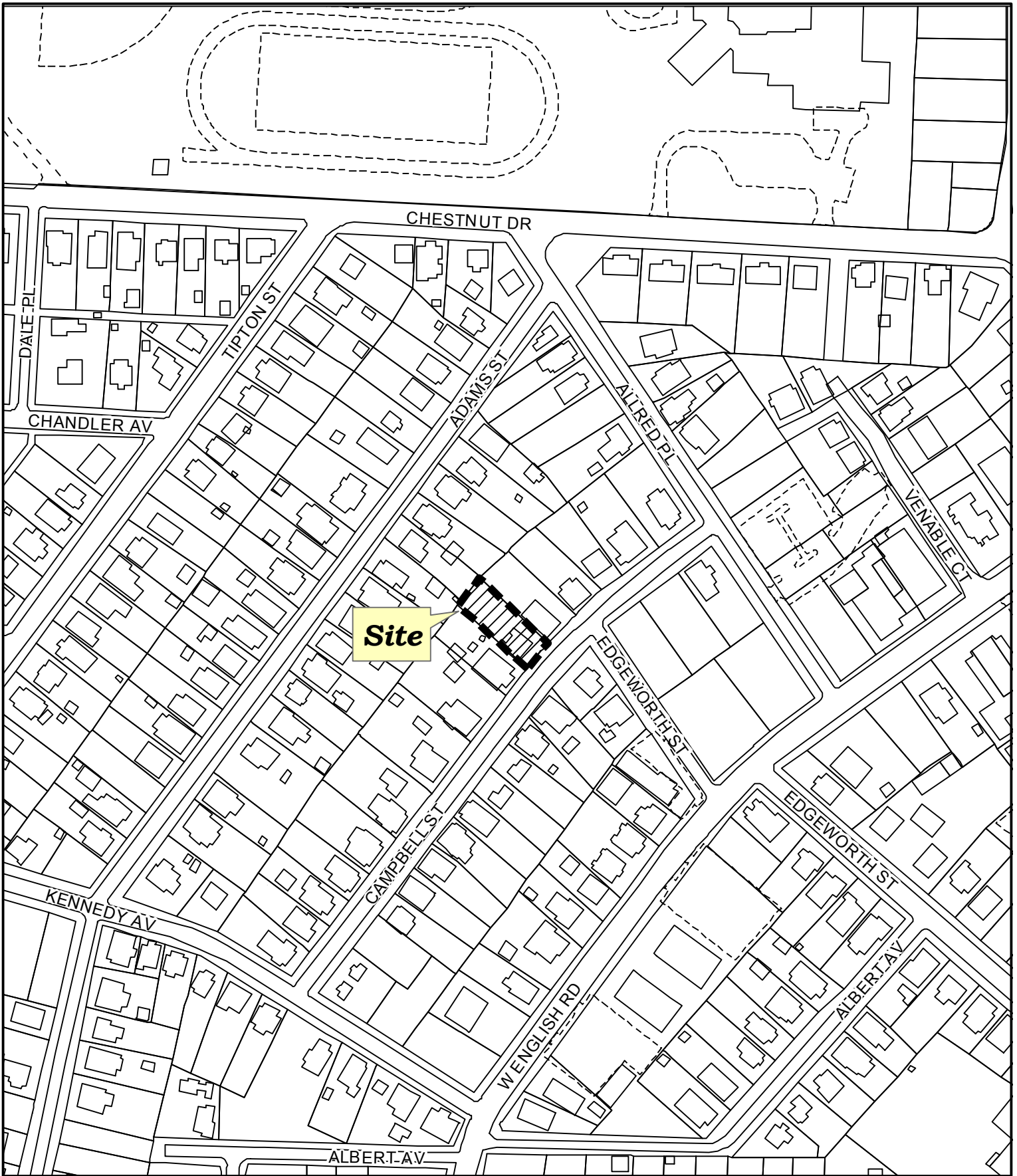
The owner could not access the damage as the tenant was not cooperative in allowing access to dwelling.

EXTENSIONS:

An extension was granted with a compliance date of 1-14-2011.

**CURRENT
STATUS:
2-11-2011**

Repairs are not complete. Dwelling is vacant.



912 Carter Street

Ordinance to Vacate/Close



Location of subject property

**Department of Planning
and Development**

City of High Point

Date: February 10, 2011



Scale: 1"=200'
y/ba-pz/inspection/vacate



912 Carter Street



February 16, 2011

To: Randy McCaslin, Assistant City Manager
From: Garey Edwards, Director of Electric Utilities
Subject: Asplundh Contract

I am recommending that the City of High Point continue with ElectriCities contract for tree trimming services with the Asplundh Tree Expert Company. The contract was extended until January 31, 2012 with an option for three one year extensions. ElectriCities awarded the contract effective February 1, 2011.

The amount, \$588,066, has been budgeted for this year. Asplundh has been providing exceptional service over the past years and I have no problem in recommending them for future work.

I have attached a copy of the contract and their most recent affirmative action plan for your review. Let me know if you have any concerns in connection with this contract.

cc: file
Bob Martin
Jeff Moore
Sherry Smith
Larry Hopkins

City of High Point, P.O. 230, 816 E. Green Dr., High Point, NC 27261 USA
Phone 336.883.3485 Fax: 336.883.3478 TDD 336.883.8517

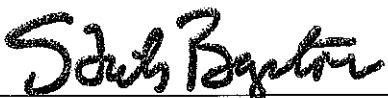


BID INFORMATION AND RECOMMENDATION**BID #** ElectriCities Cooperative Contract**DATE OPENED:** February 1, 2011**DESCRIPTION:** Tree Trimming Contract**BID PACKAGES DISTRIBUTED:** N/A**DEPARTMENT:** Electric Department**SOURCE OF FUNDS:** 631785-527208**BUDGETED AMOUNT:** \$ 588,066.00**RECOMMENDED AWARD**

QTY	U/M	DESCRIPTION	TOTAL PRICE
1	LT	Tree Trimming Contract	\$ 588,066.00

PURPOSE: Provide labor and equipment for tree maintenance.**COMMENTS:** This is a Cooperative Bid for ElectriCities. ElectriCities awarded this contract for Tree Trimming to Asplundh Tree Expert Company effective February 1, 2011.

The **PURCHASING DIVISION AND ELECTRIC DEPARTMENT** recommend that the contract for **TREE TRIMMING** be awarded to **ASPLUNDH TREE SERVICE** the lowest responsible and responsive bidders meeting specifications, for the total amount of **\$ 588,066.00**.

DATE OF RECOMMENDATION: February 21, 2011
Strib Boynton, City Manager

SERVICES AGREEMENT
Tree Trimming #111910-N

WITNESS THIS SERVICES AGREEMENT, made and entered into as of the 31 day of January, 2011, by and between ELECTRICITIES OF NORTH CAROLINA, INC., a joint municipal assistance agency (herein "ElectriCities"), And **Asplundh Tree Expert Company** (herein the "Service Provider").

RECITALS

ElectriCities desires to have the Service Provider provide certain services for each member of ElectriCities which elects to utilize the services of the Service Provider (referred to herein collectively as the "Participating Members" and singularly as a "Participating Member"), and the Service Provider, as an independent Service Provider, desires to provide those services, pursuant to the terms and provisions of this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the terms and provisions herein contained, IT IS AGREED:

1. **Scope of Work.**

(a) The Service Provider hereby agrees to provide each Participating Member with the services set out in Schedule A attached hereto (the "Services"), as outlined in RFP #111910-N dated November 19, 2010 and described in Service Provider's bid dated . Each Participating Member shall acknowledge its election to utilize services of the Service Provider by executing an agreement, a copy of which is attached hereto as Exhibit A (the "MC Agreement"), thereby specifically subjecting itself to the rights and obligations under this Agreement; copies of executed MC Agreement shall be provided to the Service Provider upon request. The Service Provider hereby acknowledges the rights of each Participating Member under this Agreement with the same force and effect as if each Participating Member had been a party signatory hereto and each Participating Member shall be considered a party to this Agreement. The Participating Member shall request the desired services from time to time and at any time during the term of this Agreement, but no Participating Member shall be under obligation to request any minimum amount of Services. Each request for Services shall be covered by a separate Service Order substantially in the form attached as Schedule B hereto, which shall be signed and dated by representatives of each party and attached hereto. The Service Provider shall only undertake the Services which it is authorized to provide under the Service Order(s). The Services shall be performed to the satisfaction of each Participating Member and in full compliance with the terms and provisions of this Agreement. The Service Provider shall provide all of the personnel,

materials, equipment, motor vehicles and supervision necessary to perform the Services. All motor vehicles, tools and equipment to be provided by the Service Provider shall be in good condition and suitable for the work to be performed hereunder, and shall be properly maintained to ensure their availability and efficiency in operation.

(b) ElectriCities shall act as the agent of each Participating Member with only that authority and liability as specifically set forth in this Agreement and all actions taken by ElectriCities pursuant to this Agreement shall be solely in that capacity and not on its own behalf. ElectriCities makes no representations or warranties hereunder and shall have no obligation or liability hereunder including, but not limited to, payment for the Services, except in the limited capacity of the agent of each Participating Member as provided hereunder. It is understood and acknowledged that some or all members of ElectriCities may not elect to receive the Services. ElectriCities shall provide a list of the Participating Members, if any, that desire to participate. The Service Provider hereby acknowledges that no minimum number of Participating Members is guaranteed to participate hereunder.

2. **Payment.** The Service Provider will submit all invoicing within ten (10) days after completion of work. Payments for work performed will be made within 30 days after receipt of the invoice at the rates and terms set forth in Schedule C attached hereto by the Participating Member, subject to the right of the Participating Member to withhold ten (10%) percent thereof until the assigned work is completed to the satisfaction of the Participating Member, in its sole and absolute discretion. The Participating Member shall make all payments directly to the Service Provider and ElectriCities shall have no responsibility or liability for the payment of any services provided to the Participating Member by the Service Provider. There will be no compensation for lost work days which shall include, but not be limited to, work days lost due to inclement weather, equipment malfunctions or Participating Member's scheduled holidays. There shall be no add-on costs to the per unit cost specified on Schedule C, Rates, Charges and Expenses.

3. **Term.** This Agreement shall commence on the date above written and shall continue for a period of one (1) year and from year to year thereafter; provided, however, that either ElectriCities or the Service Provider, for any reason or no reason, may terminate this Agreement immediately by providing the other party with written notice at least thirty days prior to the expiration of the then current term, and each Participating Member that has agreed to be a party to this Agreement may terminate this Agreement as to it immediately by providing ElectriCities and the Service Provider with written notice thereof; provided, further, that in no event shall the term of this Agreement, including any extensions thereof, exceed three (3) years. Upon the termination of its participation under this Agreement by a Participating Member, that Participating Member shall have no further liability or obligation to the Service Provider except for the Participating Member to compensate the Service Provider for the Services performed prior to the date of termination in full compliance with the terms and provisions of this Agreement. Upon the termination of this Agreement by ElectriCities or

the Service Provider, ElectriCities and the Participating Members shall have no further liability or obligation to the Service Provider except that each Participating Member shall remain liable to pay the Service Provider for Services performed prior to the date of termination in full compliance with the terms and provisions of this Agreement. Without in any way limiting a Participating Member's right to terminate this Agreement as provided above, ElectriCities and each Participating Member may also suspend the Services to be performed hereunder for any length of time if, in ElectriCities' or the Participating Member's sole opinion, conditions of weather, flood, strikes or other emergencies make it desirable to do so, or the work is not being performed in full compliance with the terms and provisions of this Agreement. If ElectriCities or a Participating Member suspends the work, it shall provide the Service Provider with reasonable notice of its dissatisfaction with the work or other reason and a reasonable time to bring the work into full compliance with this Agreement. The Participating Member shall not be responsible to pay the Service Provider for any Services or related costs during the period the Service is suspended. Discontinuances of work, and or extensions of time ordered or granted by ElectriCities under this clause shall not be construed in any way as the basis for a claim for extra compensation by the Service Provider including but not limited to, any claim based on loss of efficiency or productivity and shall not operate to release the Service Provider from any of its obligations hereunder. The right of ElectriCities or a Participating Member to suspend the Service shall be in addition to, and not in lieu of, any and all other rights or remedies ElectriCities and the Participating Members may have at law or in equity, and ElectriCities' or a Participating Member's failure to suspend the Service shall not be deemed approval of the Service or a release or waiver of any such rights and remedies.

4 Warranties and Representations of the Service Provider. The Service Provider hereby warrants and represents to ElectriCities and the Participating Members that:

(a) All Services and labor supplied by the Service Provider under this Agreement (i) shall fully comply with all of the terms and provisions of this Agreement; and (ii) shall be performed with due care in a workmanlike manner and be free from all defects, omissions, or commission which cause or result in, directly or indirectly, any loss, damage or injury to any person or property.

(b) All parts, products and materials if any are installed by the Service Provider (new, rebuilt or otherwise) are warranted to operate in accordance with the specifications as set forth in Schedule A attached hereto and shall be free from all defects.

(c) These warranties and representations are in addition to, and not in lieu of, any and all implied warranties and shall survive the performance of the Services.

5

Preservation of Property.

(a) The Service Provider shall only enter upon private property for the purpose of performing the Services agreed to hereunder. The Service Provider shall be responsible for the preservation of all public and private property, and shall use such precautions as are necessary to prevent damage or injury thereto.

(b) The Service Provider shall be responsible for loss or damage to motor vehicles, materials, equipment and other items used or held in connection with the Services. If the Service Provider's employees are issued any equipment or other property of a Participating Member for use under the Agreement, such employees are expected to return such equipment or other property in the same condition in which it was issued, reasonable wear and tear accepted and take reasonable actions to prevent damage or loss of such equipment or other property. The Service Provider will be required to reimburse each Participating Member for the repair or replacement cost of any lost or damaged equipment or other property of that Participating Member.

(c) All of the Services shall be performed at the Service Provider's risk, and if the Services or any product or material provided in connection therewith is damaged or destroyed in any way prior to completion, the Service Provider shall promptly repair or replace the same at no additional cost or expense to any Participating Member.

6.

Safety and Regulation.

(a) The Service Provider shall perform the Services under this Agreement with the utmost regard for public safety and welfare, taking all necessary safety precautions as required by each Participating Member or by local, state, and federal authorities to safeguard lives and properties. The Service Provider shall immediately report to the Participating Member representatives any hazardous situation encountered, of which it receives notice that applies to that Participating Member. The Service Provider shall not leave the site until the hazard is corrected or the Service Provider is authorized to leave by a Participating Member supervisor or designee. The Service Provider will also promptly report to the Participating Member representative any information it has regarding a defective or unsafe condition on any premises of the Participating Member or one of its customers that applies to that Participating Member.

(b) The Service Provider shall perform the Services hereunder in strict compliance with each Participating Member's policies and procedures, if it has any that apply to the Services and as they may change from time to time. Each Participating Member shall provide the Service Provider with those policies and procedures prior to or with the Service Order for which they are to apply.

7. **Compliance with Laws**

(a) The Service Provider shall comply with all federal, state and local laws, rules, regulations, and/or ordinances applicable to the Services to be performed hereunder, including, without limitation, those related to environmental protection and safety and health as promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970, as amended.

(b) The Service Provider will obtain all of the appropriate governmental licenses and permits necessary to perform the Services to be provided hereunder, including, without limitation, those related to environmental protection and shall maintain such licenses and permits at all times during the term hereof and as otherwise required by law. The Service Provider shall provide each Participating Member, or its designee, with a copy of such licenses and permits upon request.

8. **Service Provider Personnel**

(a) The Service Provider shall at all times be responsible for the conduct and discipline of its employees, and provide personnel to perform the Services hereunder with the proper skills, experience, knowledge and technical training necessary therefore. Any employees of the Service Provider who shall appear in any way unqualified or presents a public image detrimental to a Participating Member, in ElectriCities' or that Participating Member's sole judgment, shall no longer be assigned to perform work for that Participating Member and shall not again perform any work for that Participating Member, without that Participating Member's prior written consent. It shall be the Service Provider's responsibility to conduct adequate background checks on all employees providing Services under this Agreement. The Service Provider shall not permit the use or possession of firearms, alcohol or drugs of any type while conducting Services pursuant to this Agreement. No employee of the Service Provider under the age of 18 shall be permitted to perform any of the Services or permitted on the property owned by the Participating Member or its customers.

(b) Attention is called to the fact that certain portions of the Services calls for workmen skilled not only in their trade, but specialized in the particular line required. The Service Provider shall provide that such work shall be performed by workmen who are skilled and specialized in the work to which they are assigned. None of the Service Provider's Level II Technicians or engineers may be withdrawn by the Service Provider from the work without due notification being given to the Participating Member and ElectriCities; provided, however, that no such work withdrawal shall be made if it will jeopardize successful completion of the work.

9. **Cooperation** The Service Provider agrees, at its cost and expense, to make available its employees and records and to otherwise cooperate as

reasonably requested by a Participating Member when necessary to participate in any action or proceeding related to the Services to be provided under this Agreement.

10. **Service Provider Identification** The Service Provider, upon request of a Participating Member, shall provide adequate identification for its personnel so that the public can easily identify them.

11. **Books and Records** The Service Provider shall maintain its books and records to support all work performed and all items billed to a Participating Member and shall retain all such books and records for a period of three (3) years following the expiration or earlier termination of this Agreement. In addition, the Service Provider shall maintain all records required by any local, state or federal law, rule or regulation. Each Participating Member or ElectriCities may review and copy all books and records maintained pursuant to this Section 11.

12. **Reports** In addition to all other reports required by this Agreement, the Service Provide shall provide each Participating Member with such other reports, copies and printouts as the Participating Member shall reasonably request in connection with the Services.

13. **Indemnification**

(a) The Service Provider agrees to the fullest extent permitted by law, to **RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS** ElectriCities, and its officials, officers, directors, agents or employees, from and against any and all liability, loss, damages, costs, claims, demands, fines, penalties, cleanup costs and other pollution-related items, expenses and fees (including, without limitation, reasonable attorney's fees and consultant's fees) of whatever type and nature which shall be caused (directly or indirectly) by, arise out of, or in any manner be connected with (i) the Service Provider's provision of Services pursuant to this Agreement; (ii) the Service Provider's breach of this Agreement; (iii) the inaccuracy of any representation or warranty given by the Service Provider pursuant to this Agreement; or (iv) the violation by the Service Provider in the performance of this Agreement of any ordinance, regulation, rule or law of any political subdivision or duly constituted public authority having jurisdiction over the Service Provider or the Participating Members for the work performed under this Agreement; including, without limitation, to the fullest extent permitted by law, those that result from the acts or omissions (negligent or otherwise) of ElectriCities, or its officials, officers, directors, agents or employees, related to the Services to be performed under this Agreement, except those that arise from the willful misconduct of ElectriCities, or its officials, officers, directors, agents or employees. In no event shall ElectriCities or either parties officials, officers, directors, agents or employees, be liable for any incidental, special, consequential, or indirect damages.

(b) The Service Provider agrees to the fullest extent permitted by law, **to RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS** the Participating Member, and its officials, officers, directors, agents or employees, from and against any and all liability, loss, damages, costs, claims, demands, fines, penalties, cleanup costs

and other pollution-related items, expenses and fees (including, without limitation, reasonable attorney's fees and consultant's fees) of whatever type and nature which shall be caused (directly or indirectly) by, arise out of, or in any manner be connected with (i) the Service Provider's provision of Services pursuant to this Agreement; (ii) the Service Provider's breach of this Agreement; (iii) the inaccuracy of any representation or warranty given by the Service Provider pursuant to this Agreement; or (iv) the violation by the Service Provider in the performance of this Agreement of any ordinance, regulation, rule or law of any political subdivision or duly constituted public authority having jurisdiction over the Service Provider or the Participating Members for the work performed under this Agreement; including, without limitation, to the fullest extent permitted by law, those that result from the acts or omissions (negligent or otherwise) of the Participating Member, or its officials, officers, directors, agents or employees, related to the Services to be performed under this Agreement, except those that arise from the willful misconduct of the Participating Member, or its officials, officers, directors, agents or employees. Except as may result from Section 19 hereof, in no event shall the Participating Member or its officials, officers, directors, agents or employees, be liable for any incidental, special, consequential, or indirect damages. The Service Provider agrees that the Participating Member, and its officials, officers, directors, agents or employees are third party beneficiaries of the provisions of this Agreement with the right to enforce the same and that their obligations to ElectriCities and its officials, officers, directors, agents or employees hereunder shall be joint and several.

(c) The Participating Member agrees to the fullest extent permitted by law, to **RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS** ElectriCities, and its officials, officers, directors, agents or employees, from and against any and all liability, damages, costs, claims, demands, fines, penalties, cleanup costs and other pollution-related items, expenses and fees (including, without limitation, reasonable attorney's fees and consultant's fees) of whatever type or nature, which shall be caused (directly or indirectly) by, arise out of, or in any manner be connected with (i) this Agreement; (ii) the Services provided pursuant to this Agreement; or (iii) the acts or omissions (negligent or otherwise) of the Participating Member, the Service Provider, or their respective officials, officers, directors, agents or employees related to the Services to be performed under this Agreement; including, without limitation, to the fullest extent permitted by law, those that result (in whole or in part) from the acts or omissions (negligent or otherwise) of ElectriCities, or its officials, officers, directors, agents or employees related to the Services to be performed under this Agreement, except that arise directly from the willful misconduct of ElectriCities or its officials, officers, directors, agents or employees. In no event shall ElectriCities or its officials, officers, directors, agents or employees, be liable for any incidental, special, consequential, or indirect damages.

ElectriCities disclaims all liability and responsibility for any and all acts and omissions of the Participating Members. A Participating Member shall not be deemed an agent of ElectriCities and ElectriCities and its officials, officers, directors, agents or employees shall not be responsible for any acts or omissions of a Participating Member or its officials, officers, directors, agents or employees.

14. **Insurance**

(a) The Service Provider shall not begin to provide any Services under this Agreement until: (i) it has obtained all the insurance required herein; and (ii) if requested by ElectriCities or a Participating Member, it has furnished certificates evidencing such insurance to ElectriCities and/or the Participating Member, or a designee. Every certificate of insurance evidencing the coverage as required herein shall provide that: "No reduction, modification, cancellation or expiration of the policies shall become effective until thirty (30) days from the date of written notice thereof has been given to the Participating Members and ElectriCities." The Service Provider shall obtain and maintain at all times during the term of this Agreement, at its own cost and expense, the following insurance having listed minimum amounts of insurance coverage:

Type	Limits
Workers' Compensation and Occupational Disease	Statutory
Employer's Liability	
Each accident	\$500,000
Commercial General Liability	
Bodily Injury	
Each Occurrence	\$500,000
Aggregate	\$500,000
Property Damage	
Each Occurrence	\$500,000
Aggregate	\$500,000

Commercial General Liability Policy shall be written on an occurrence form covering premises-operations, broad form property damage, products-completed operations, personal injury and contractual; with no exclusion for liability arising from explosion, collapse or underground property damage.

Automobile Liability	
Bodily Injury	
Each Person	\$500,000
Each	\$500,000
Occurrence Property	
Damage	\$500,000,

Auto Policy shall cover all owned, hired or non-owned vehicles. Umbrella Liability

Each Occurrence \$1,000,000

All policies, except Workers' Compensation, shall be endorsed to name each Participating Member and ElectriCities and, if requested by ElectriCities, the appropriate Power Agency, as additional insured(s), with respect to liability arising out of the Service Provider's Services performed under this Contract using the form of an additional insured endorsement as shall be requested by a Participating Member or ElectriCities. All insurance policies shall be written by a fully qualified insurance company licensed to provide insurance in the state where the Services are to be performed. An A M Best rating of at least A-VI shall be required. The comprehensive general liability insurance to be carried by the Service Provider pursuant to this Agreement shall include coverage for all of the Service Provider's contractual liability under this Agreement with limits not less than those set forth above

(b) At ElectriCities' or a Participating Member's request, the Service Provider may be required to carry greater coverage amounts and/or other types of insurance. Compliance with the above requirements shall in no way limit or restrict the Service Provider's obligations under the indemnity or other provisions of this Agreement. Nothing herein shall be deemed to restrict the amount or types of insurance the Service Provider shall carry and the Service Provider is at risk for making its own decisions regarding those items. The Service Provider acknowledges that no requirement for insurance contained in this Agreement constitutes advice or a representation by the Participating Members or ElectriCities that only such policies, in such amounts, are necessary to protect the Service Provider from losses in connection with its business under this Agreement. Maintenance of this insurance, and the performance by the Service Provider of its obligations under this Section, shall not relieve the Service Provider of liability under any other provisions of this Agreement, including, without limitation, those involving indemnification.

15. **Confidentiality**

(a) The Service Provider acknowledges and agrees that the information and materials it receives in connection with the Services performed under this Agreement (the "**Confidential Information**") is confidential and a valuable asset, and is disclosed to the Service Provider solely on the condition that it agrees that, during and, for a period of five (5) years after, the term of this Agreement, it will maintain the absolute confidentiality of the Confidential Information, will not use or disclose the Confidential Information in any business or other capacity, will not disclose the confidential information to anyone not performing the Services under this Agreement, and will not make unauthorized copies of any portion of the Confidential Information disclosed in writing or other tangible form.

(b) To effectuate the foregoing, the Service Provider agrees that, upon request of ElectriCities or a Participating Member, each of the Service Provider's employees that is involved in the Services provided under this Agreement shall execute and deliver a confidentiality agreement in a form reasonably satisfactory to ElectriCities

or a Participating Member, as the case may be; provided, however, obtaining these agreements shall in no way limit the Service Provider's obligations or liabilities under this Agreement. The Service Provider acknowledges that in the event of the breach of this Section 15, the Participating Member and ElectriCities will be irreparably damaged and that damage will be difficult to determine with the certainty or to compensate ElectriCities or a Participating Member fully for the monetary value of its losses and damages. Therefore, in addition to all remedies at law or in equity, the Service Provider agrees that any prohibited disclosure or misuse of the Confidential Information shall give rise to remedies at law or in equity, including actions for damages or temporary restraining order, preliminary injunction and permanent injunction to enjoin the conduct of the Service Provider and/or its employees in violation of the provisions of this Section.

16. Survival Where any covenants, obligations, indemnities or other provisions contained in this Agreement, or in any other instrument executed in connection with the transactions described herein, by its context or otherwise, evidences the intent of the parties that such provision should survive the expiration or other termination of this Agreement, the provisions shall survive the expiration or other termination. Without limiting the generality of the foregoing, the parties specifically acknowledge and agree that all the covenants, obligations and indemnities made in Sections 4, 13, 14, 15 and 19 of this Agreement shall survive the expiration or other termination.

17. Scheduling

(a) The Service Provider's work hereunder shall be performed during the normal work week, Monday through Friday except for Participating Member's scheduled holidays. The normal work day shall not exceed eight (8) hours. Travel time to and from the Participating Member's premises and the lunch period shall not be included as part of the standard eight (8) hour work day with the starting time to be coordinated with each Participating Member.

(b) The Service Provider agrees that the work shall be commenced and carried out at such points, and in the order of precedence, and at such times and seasons as may be required to meet the schedule provided by ElectriCities and/or the Participating Member pursuant to Section 1 (b) above for the completion of the Inspection and Testing Services.

(c) No necessity for an extension of time provided by ElectriCities or the Participating Member pursuant to Section 1 above for the completion of the Inspection and Testing Services is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Service Provider, which in the opinion of ElectriCities or the Participating Member should entitle the Service Provider to a reasonable extension of time, such extension may be granted but such extension or the refusal to grant an extension shall not be the basis for any claim for additional compensation by the Service Provider, including any claim based on loss of efficiency or

productivity, and shall not operate to release the Service Provider from any of its obligations hereunder.

18 **Notice** All notices permitted or required pursuant to the terms of this Agreement shall be deemed made or given if personally delivered, including, without limitation to workers on the job site, or when placed in the United States Mail postage prepaid, certified mail, return receipt requested, and addressed to the parties hereof as follows:

To Service Provider:

To ElectriCities: ElectriCities of North Carolina, Inc.

P. O. Box 29513
Raleigh, North Carolina 27626-0513
Attention: Procurement Specialist

To Each Participating Member:

To the address listed on the MC Agreement
for each Participating Member

Each party hereto may change its address for the provisions of notices by giving the other parties notice thereof in the manner provided for giving notices hereunder.

19. Independent Service Provider The Service Provider is contracting under the terms and provisions of this Agreement as an independent contractor and shall act as such at all times during the term of this Agreement. Except as set forth in Section 1(b) hereof, the parties hereto shall not act, or be deemed to act, as agents or partners of the other, nor be acting in any joint venture under this Agreement. The Service Provider is not authorized to represent the Participating Member, or ElectriCities, or otherwise bind the Participating Member or ElectriCities in any dealings with third parties. All employees furnished by the Service Provider pursuant to this Agreement shall be deemed to be the Service Provider's employees exclusively. The Service Provider shall be solely responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations.

20. **Force Majeure** Delays or failure of a party in the performance of its required obligations shall be excused if caused by circumstances beyond the reasonable control of the party affected; including but not limited to, acts of God, strikes, labor holiday, fire, flood, windstorm, explosion, riot, war, sabotage, actions or requests of governmental authorities, accident, inability to obtain material, equipment or transportation, provided that a prompt notice of such delay is given and the parties shall be diligent in attempting to remove such cause(s).

21. Assignment The Service Provider may not assign this Agreement or any of its rights, duties or obligations hereunder, or subcontract any of the services to be performed hereunder, without the prior written consent of ElectriCities, which consent may be withheld for any reason. No such assignment, even though thus consented to, or approval of subcontracts or Subcontractors by ElectriCities shall relieve the Service Provider from its liability under this Agreement for the performance and completion of work by the time and in the manner herein contracted for.

22. Non-Exclusivity This Agreement is not to be construed as granting the Service Provider the sole or exclusive right to provide the Services to the Participating Members or ElectriCities, and each Participating Member and ElectriCities hereby expressly reserves the right to contract with any other party for such services, as it deems necessary or appropriate. No minimum amount of work is expressly or impliedly assured under this Agreement. Each Participating Member reserves the right to determine how much, if any, Services shall be provided by the Service Provider under this Agreement.

23. Binding Effect All the terms, covenants and conditions hereof shall be binding upon the parties hereto and, subject to Section 21 hereof, shall bind and inure to the benefit of any successors or assigns.

24. Waivers Failure of a party hereto to complain of any act or omission on the part of a party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by a party hereto at any time, express or implied, or of any breach of any of the provisions of this Agreement shall be deemed a consent to any subsequent breach of the same or any other provisions.

25. Construction This Agreement shall be governed and enforced in accordance with the laws of the State of North Carolina, notwithstanding the principles of conflicts of law. If any provision of this Agreement, or portion thereof, shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, or portion thereof, all of which other provisions, or portions thereof, shall remain in full force and effect. If any provision of this Agreement, or portion thereof, is capable of two interpretations, one of which would render the provision, or portion thereof, void and the other of which would render the provision, or portion thereof, valid, then the provision, or portion thereof, shall have the meaning which renders it valid. In addition, if any provision of this Agreement, or portion thereof, is determined to be void or unenforceable by a court of competent jurisdiction, but the court determines that by limiting or modifying such provision, or portion thereof, in a certain fashion it would become valid or enforceable, then such provision, or portion thereof, shall be deemed to be written, construed, and enforced as so limited or modified. Whenever the neuter gender is used in this Agreement, it shall also include the male and female gender whenever appropriate, and vice versa.

26. **Captions** The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections.

27. **Forum and Consent to Jurisdiction** The parties agree that, to the fullest extent permitted by law, any action or proceeding relating to this Agreement shall only be instituted and prosecuted in the state or federal courts of North Carolina. The Service Provider specifically consents to such jurisdiction and to extraterritorial service of process. Nothing herein shall affect the right of ElectriCities or a Participating Member to service process in any manner permitted by law or to commence legal proceedings or otherwise proceed against the Service Provider in any other jurisdiction.

28. **Further Assurances** The Service Provider agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carryout the purposes and provisions of this Agreement.

29. **Additional Provisions** The parties also agree to the additional terms and provisions set forth on Schedule D attached hereto, if any are in fact set out in writing thereon. Any conflict or inconsistency between the terms and provisions set forth on Schedule D and those set forth anywhere else in this Agreement shall be resolved in favor of those terms and provisions set forth in Schedule D.

30. **Entire Agreement** This Agreement contains the entire agreement of the parties concerning the subject matter hereof. It supersedes all prior or conflicting agreements, representations, promises or conditions. It may be changed only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. All schedules and exhibits attached hereto, including, without limitation, the MC Agreements, the service options and the service orders to be executed hereafter, are hereby incorporated herein by reference, and any reference herein to this Agreement shall be deemed to include all such schedules and exhibits.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement in the manner prescribed by law, to be effective the day and year first above written.

ASPLUNDH TREE EXPERT CO.

By: Barry D. Suddreth
Barry D. Suddreth

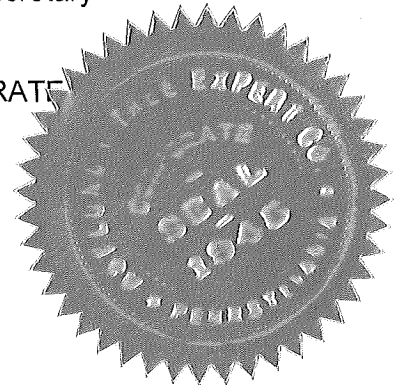
Title: Vice President

Address: 351 Orchard Circle

Charlotte, NC 28217

ATTEST: Margaret Davis
Secretary

(CORPORATE SEAL)



cu
ELECTRICITIES OF NORTH CAROLINA, INC.

By: [Signature]

Title: SVP MANAGER SERVICES

Address: PO Box 29513
Raleigh, NC 27626-0513

ATTEST: Linda L. Anderson
Asst. Secretary

(CORPORATE SEAL)

EXHIBIT A

Tree Trimming

This Agreement dated _____ is between ElectriCities of North Carolina, Inc. ("ElectriCities"), P.O. Box 29513, Raleigh, North Carolina 27626-0513 and _____ for the purpose of providing **Tree Trimming services (the "Services")**.

ElectriCities on behalf of the Participating Member, has contracted with _____ (the "**Service Provider**"), an independent Service Provider, to provide the Services Participating Members that desire such Services. ElectriCities shall use its good faith efforts to assist in the administration of that agreement between ElectriCities and the Service Provider, a copy of which is attached hereto and incorporated herein by reference (the "**Services Agreement**"), and the Participating Member hereby agrees to be subject to all the terms and provisions thereof.

Work shall be performed during the standard work week (Monday-Friday) and at times agreed to between the Participating Member and the Service Provider. The Participating Member shall furnish all assistance as requested by the Service Provider for the purpose of this Agreement.

The Service Provider shall furnish all labor, materials, supervision and equipment needed to perform the Services for members of ElectriCities which elect to utilize the Services. The Participating Member shall select the Services it desires by completing a Service Order for such Service.

The Service Provider will submit invoices and back-up information directly to the Participating Member as set forth in the Services Agreement for work performed for the Participating Member. These invoices shall be the basis of payment by the Participating Member. Payment by the Participating Member shall be made directly to the Service Provider within thirty (30) days of receipt of the Service Provider's invoice.

The Participating Member acknowledges that ElectriCities shall not be responsible for the Services to be provided by the Service Provider and that the Participating Member shall be solely responsible for the payment of all amounts due for the Services. The Participating Member agrees to the fullest extent permitted by law, to **RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS** ElectriCities, and its officials, officers, directors, employees and agents from and against any and all liability, damages, costs, claims, demands, fines, penalties, cleanup costs and other pollution-related items, expenses and fees (including, without limitation, reasonable attorney's fees and consultant's fees) of whatever type or nature, which shall be caused (directly or indirectly) by, arise out of, or in any manner be connected with (i) this Agreement; (ii) the Services Agreement; (iii) the Services for the Participating Member provided pursuant to the Services Agreement; or (iv) the acts or omissions (negligent or otherwise) of the Participating Member, the Service Provider, or their respective officers, employees or agents related to the Services to be performed for the Participating Member under the Services Agreement; including, without limitation, to the fullest extent permitted by law, those that result from the acts or omissions (negligent or otherwise) of ElectriCities, or its officials, officers, directors, employees or agents related to the Services to be performed for the Participating Member under the Services Agreement; including, without limitation, to the fullest extent permitted by law, those that result from

the acts or omissions (negligent or otherwise) of ElectriCities, or its officials, officers, directors, agents or employees related to the Services to be performed under this Agreement, except that arise directly from the willful misconduct of ElectriCities or its officials, officers, directors, agents or employees. In no event shall ElectriCities or its officials, officers, directors, agents or employees, be liable for any incidental, special, consequential, or indirect damages. The release and indemnification provisions of this Agreement shall survive the expiration or other termination of this Agreement, and are in addition to and not a limitation of any other rights or remedies ElectriCities, or its officials, officers, directors, agents or employees may have under this Agreement. If any provision of this Agreement or portion thereof is determined to be void or unenforceable by a court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement or portions thereof, all of which other provisions and portions thereof shall remain in full force and effect.

The parties hereto have made and executed this Agreement as of the day and year first above written.

CW

ElectriCities of North Carolina, Inc.

Participating Member

By: _____

(Signature)

SVP Member SVCS

(Title)

(Signature)

(Title)



Serving Public Power Communities Since 1965

SCHEDULE A

SCOPE OF WORK **FOR TREE TRIMMING SERVICES**

The tree trimming services provided to ElectriCities' participating members should be performed by professional and knowledgeable personnel who will provide quality services to ElectriCities members throughout North Carolina.

Service Provider Responsibilities include:

- To furnish all labor, material, supervision and equipment to perform tree trimming services and consultation for various municipalities through out North Carolina which are members of ElectriCities and as directed by them and ElectriCities. Such services and consultation shall include but not be limited to:
 - Clearing of brush and tree limbs near power lines
 - Removal and disposal of wood and debris related to tree trimming services at site designated by Member Municipality.
 - Advise Member Municipality of other work which would be helpful to maintain clear lines
- Vehicles used in the course of providing this service must comply with all North Carolina Motor Vehicle Regulations and be in good condition and suitable for work to be performed and shall be properly maintained
- Service Provider shall obtain all governmental licenses and permits necessary to perform the services to be provided and maintain all licenses and permits at all times while providing services to ElectriCities members
- Service Provider shall comply with all requirements of federal, state and local laws, rules, regulations, and ordinances applicable to the services being performed
- Service Provider will adhere to the scope of work and schedule as shown on individual forms entitled Schedule B, Service Order and as directed by the Member Municipality
- Service Provider shall ascertain that necessary permits, licenses and/or easements have been secured by Member Municipality when preparing to perform tree trimming services that cross highways, railroads, streets or utilities under the jurisdiction of a state, county, city, town or other public agency, public utility or private entity.
- Service Provider shall conduct work to ensure that the least possible obstruction to traffic, fire hydrants are kept accessible to fire-fighting equipment at all times, inconvenience to the general public and the residents in the vicinity of the work are as minimal as possible, and to ensure protection of persons and property. Temporary provisions shall be made by Service Provider to ensure the use of sidewalks and proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.
- Service Provider shall provide adequate signs, barricades, lights and watchmen and take all precautions for protection of the work and safety of the public.
- Service Provider shall not enter private property without first obtaining permission of the landowner, or authorized agent and shall use precautions necessary to prevent damage and injury to all property.

- Service Provider shall perform reliable and accurate services in a timely manner.
- Submit weekly invoices to the Member Municipality with time cards signed by a representative of the Member Municipality where the services are performed. Submit all final invoicing within ten (10) days after completion of work.
- Service Provider will furnish an on-site, authorized individual or a duly authorized representative acceptable to the Member Municipality for the duration of the services being performed.
- Workmen will be skilled and specialized in the work to which they are assigned.
- Service Provider's employees will observe all Member Municipality's safety rules and procedures while performing tree trimming services.

Additional Service Provider Requirements

Special Safety Requirements

- ◆ The Service Provider or employees of the Service Provider, shall wear full body harness while working in an aerial lift basket and
- ◆ The Service Provider or employees of the Service Provider, if exposed within 10 feet of an arc flash, must wear flame retardant clothing.

Business Code of Conduct

The Service Provider must have a suitable Business Code of Conduct policy acknowledged by its employees. This policy must cover the areas of ethics and conflict of interest. While the Service Provider's employees are on site of the property belonging to the ElectriCities member, Service Provider's employees are to conduct themselves in a professional manner .

Availability:

The core hours of services should not exceed eight-(8) hours (excluding lunch breaks) mutually agreeable between the supplier and the Member Municipality. Service Provider may provide overtime not to exceed two hours per day.

The normal workweek is Monday through Friday. No work will be scheduled on a holiday observed by the Member Municipality unless requested by the Member Municipality and agreed to by the Service Provider at an agreed to rate of pay.

ElectriCities / Member Municipality's Responsibilities

- The Member Municipality will provide all criteria and full information as to the Member Municipality's requirements using form entitled Schedule B, Service Order and designate a person with authority to act on the Member Municipality's behalf on all matters concerning the scope of work.
- The Member Municipality will to the extent lawful, arrange for access to and make all provisions for Service Provider to enter upon public and private property as required to provide the services requested.
- Member Municipality will provide Service Provider, prior to the start of any work, the Member Municipality's safety practices and regulations in effect at the time.
- Member Municipality will make prompt payment upon satisfactory completion of work.
- ElectriCities will assist the Member Municipality with resolution of any disputes between the Member Municipality and the Service Provider on items which are covered by the Services Agreement.

END OF SCOPE OF WORK

SCHEDULE B
SERVICE ORDER

Participating Member: _____.

Service Locations: _____

Services Requested: _____

Estimated Commencement and Completion Schedule: _____

Miscellaneous: _____

Participating Member

Service Provider

By: _____

By: _____

Title: _____

Title: _____

Date

Date

SCHEDULE C

REGULAR/OVERTIME RATES OF LABOR, TOOLS AND EQUIPMENT CHARGES

WORK TO BE COMPLETED IN 13 WEEKS OR LESS (Eastern)

A.	LABOR	NORMAL RATE	OVERTIME RATE
	Working Foreman	<u>\$ 27.31</u>	<u>\$ 38.23</u>
	Climber	<u>\$ 24.62</u>	<u>\$ 34.47</u>
	Groundsman	<u>\$ 21.06</u>	<u>\$ 29.50</u>
B.	EQUIPMENT		
	1-Hydraulic Aerial Articulating boom with single basket minimum of 50' bottom of bucket mounted on suitable truck with pneumatic tire and a power chain saw.	<u>\$ 13.13</u>	
	1-Chipper	<u>\$ 3.31</u>	
	1-2 Ton Dump Type Tree Truck with hand tools, rope lines and power chain saws	<u>\$ 9.01</u>	
	1-Stump Remover	<u>\$ 13.29</u>	
	1-Bush Hog/Tractor	<u>\$ 19.48</u>	
	1-Kershaw Type heavy brush or tree remover with 8' cutter head	<u>\$ 73.06</u>	
	1-4x4 Tractor and Bush Hog	<u>\$ 24.98</u>	
	1-L-III Trimlift	<u>\$ 16.19</u>	

*All Rates requested are per hour

SCHEDULE C

REGULAR/OVERTIME RATES OF LABOR, TOOLS AND EQUIPMENT CHARGES

OVER 13 WEEKS (Eastern)

A.	LABOR	NORMAL RATE	OVERTIME RATE
	Working Foreman	\$ 25.78	\$ 36.10
	Climber	\$ 23.26	\$ 32.56
	Groundsman	\$ 19.90	\$ 27.87
B.	EQUIPMENT		
	1-Hydraulic Aerial Articulating boom with single basket minimum of 501 bottom of bucket mounted on suitable truck with pneumatic tolll and a power chain saw.	\$ 12.36	
	1-Chipper	\$ 3.01	
	1-2Ton Dump Type Tree Truck with hand tools, rope lines and power chain saws	\$ 8.50	
	1-Stump Remover	\$ 12.08	
	1-Bush Hog/Tractor	\$ 17.71	
	1-Kershaw Type heavy brush or tree remover with 81 cutter head	\$ 66.42	
	1-4x4 Tractor and Bush Hog	\$ 22.68	
	1-L-III Trimlift	\$ 15.08	

*All Rates requested are per hour

SCHEDULE C

REGULAR/OVERTIME RATES OF LABOR, TOOLS AND EQUIPMENT CHARGES

WORK TO BE COMPLETED IN 13 WEEKS OR LESS (Western)

A.	LABOR	NORMAL RATE	OVERTIME RATE
	Working Foreman	\$ 27.31	\$ 38.23
	Climber	\$ 24.62	\$ 34.47
	Groundsman	\$ 21.06	\$ 29.50
B.	EQUIPMENT		
	1-Hydraulic Aerial Articulating boom with single basket minimum of 501 bottom of bucket mounted on suitable truck with pneumatic tolll and a power chain saw.	\$ 13.13	
	1-Chipper	\$ 3.31	
	1-2Ton Dump Type Tree Truck with hand tools, rope lines and power chain saws	\$ 9.01	
	1-Stump Remover	\$ 13.29	
	1-Bush Hog/Tractor	\$ 19.48	
	1-Kershaw Type heavy brush or tree remover with 81 cutter head	\$ 73.06	
	1-4x4 Tractor and Bush Hog	\$ 24.98	
	1-L-III Trimlift	\$ 16.19	

*All Rates requested are per hour

SCHEDULE C

REGULAR/OVERTIME RATES OF LABOR, TOOLS AND EQUIPMENT CHARGES

OVER 13 WEEKS (Western)

A. LABOR	NORMAL RATE	OVERTIME RATE
Working Foreman	<u>\$ 25.78</u>	<u>\$ 36.10</u>
Climber	<u>\$ 23.26</u>	<u>\$ 32.56</u>
Groundsman	<u>\$ 19.90</u>	<u>\$ 27.87</u>
B. EQUIPMENT		
1-Hydraulic Aerial Articulating boom with single basket minimum of 501 bottom of bucket mounted on suitable truck with pneumatic toll and a power chain saw.	<u>\$ 12.36</u>	
1-Chipper	<u>\$ 3.01</u>	
1-2Ton Dump Type Tree Truck with hand tools, rope lines and power chain saws	<u>\$ 8.50</u>	
1-Stump Remover	<u>\$ 12.08</u>	
1-Bush Hog/Tractor	<u>\$ 17.71</u>	
1-Kershaw Type heavy brush or tree remover with 81 cutter head	<u>\$ 66.42</u>	
1-4x4 Tractor and Bush Hog	<u>\$ 22.68</u>	
1-L-III Trimlift	<u>\$ 15.08</u>	

*All Rates requested are per hour

SCHEDULE D

ADDITIONAL TERMS AND PROVISIONS

In response to Proposal Requirements; Item 9; Additional Information:

- 1) Asplundh would like to make the following equipment available to Electricities members at the rates listed below and ask that these rates be incorporated into Schedule C.

13 Weeks or More

Disc Chipper	\$ <u>5.41</u> p/hour
Pickup Truck	\$ <u>7.18</u> p/hour
4x4 Pickup Truck	\$ <u>8.00</u> p/hour
Jaraff	\$ <u>55.92</u> p/hour
Paddle Foot	\$ <u>23.01</u> p/hour

13 Weeks or Less

Disc Chipper	\$ <u>6.22</u> p/hour
Pickup Truck	\$ <u>8.25</u> p/hour
4x4 Pickup Truck	\$ <u>9.21</u> p/hour
Jaraff	\$ <u>62.15</u> p/hour
Paddle Foot	\$ <u>30.00</u> p/hour

- 2) Asplundh Storm Emergency Procedure Enclosed.

ASPLUNDH

351 Orchard Circle
Charlotte, NC 28217
PHONE: (704) 523-3621
FAX: (704) 523752-8352

AFFIRMATIVE ACTION PLAN

for

FEMALES AND MINORITIES

AAP Year Beginning January 1, 2010

ASPLUNDH

351 Orchard Circle
Charlotte, NC 28217
PHONE: (704) 523-3621
FAX: (704) 523752-8352

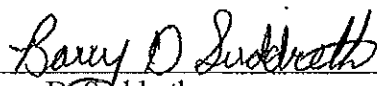
January 1, 2010

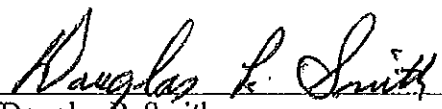
MEMORANDUM

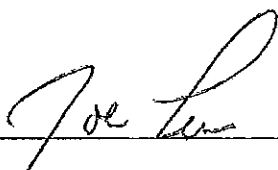
To: All Employees

Subject: Company Policy – Equal Employment Opportunities

Our Company has every intention of continuing compliance with Title VII of the Civil Rights Act and with the terms of the President's Executive Orders 11246 and 11375 on Equal Employment Opportunity. There shall be no discrimination against any employee or applicant because of race, color, religion, sex, national origin, disability, or veteran status. We subscribe to the policy and our Program of Affirmative Action that all employees will be treated the same during their employment in all matters, including hiring, upgrading, promotion, transfer, layoff, termination, rates of pay, selection for training, or recruitment. The full cooperation of all employees and all levels of supervision is expected.


Barry D. Suddreth
Field Manager


Douglas P. Smith
Field Manager


Joe Lee
EEO Officer

CO= 9245886
U= 9421933

SECTION B - COMPANY IDENTIFICATION

1. ASPLUNDH TREE EXPERT CO
708 BLAIR MILL ROAD
WILLOW GROVE, PA 19090

EQUAL EMPLOYMENT OPPORTUNITY
2009 EMPLOYER INFORMATION REPORT
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

2. ASPLUNDH TREE EXPERT CO
351 ORCHARD CIRCLE
CHARLOTTE, NC 28217

MECKLENBURG COUNTY
c y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 561730 Landscaping Services

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS	
	MALE	FEMALE	***** MALE *****						***** FEMALE *****							
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES		
EXECUTIVE/SR. OFFICIALS & MGRS	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
FIRST/ADD OFFICIALS & MGRS	1	0	77	2	0	0	1	0	0	0	0	0	0	0	0	81
PROFESSIONALS	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CRAFT WORKERS	126	0	625	53	0	1	16	0	4	1	0	0	1	0	0	823
OPERATIVES	23	0	90	4	0	1	1	0	0	0	0	0	0	0	0	119
LABORERS & HELPERS	22	0	135	19	0	2	12	0	3	0	0	0	0	0	0	193
SERVICE WORKERS	1	0	37	1	0	0	3	0	0	0	0	0	0	0	0	42
TOTAL	173	0	969	79	0	4	33	0	8	1	0	0	1	0	0	1268
PREVIOUS REPORT TOTAL	171	0	940	76	0	2	29	1	6	1	0	0	1	0	0	1227

SECTION F - REMARKS

ASPLUNDH

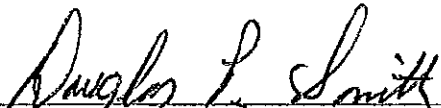
351 Orchard Circle
Charlotte, NC 28217
PHONE: (704) 523-3621
FAX: (704) 523752-8352

AFFIRMATIVE ACTION PROGRAM FOR INDIVIDUALS WITH DISABILITIES

AAP YEAR BEGINNING JANUARY 1, 2010



Barry D. Suddreth
Field Manager



Douglas P. Smith
Field Manager

ASPLUNDH

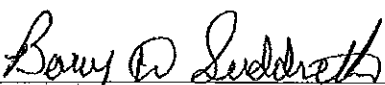
351 Orchard Circle
Charlotte, NC 28217
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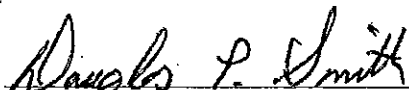
JANUARY 1, 2010

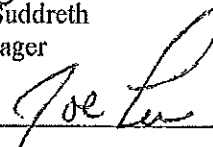
It is the policy of Asplundh Tree Expert Co. to continue to provide equal employment opportunity to disabled persons through employment and advancement in employment and to otherwise treat qualified individuals without discrimination based upon their physical or mental disabilities. Such action shall apply to our employment practices, including hiring, upgrading, demotion or transfer, recruitment, recruitment advertising and job application procedures, layoff or termination, rates of pay or other forms of compensation, job assignment, job classifications, organizational structures, position descriptions, leaves of absence, sick leave or other leave, selection for training, including apprenticeship, professional meetings, conferences, and other related activities and activities sponsored by the Company including social or recreational programs, and any other term, condition, or privilege of employment. Employees or applicants shall not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in a activities such as filing a complaint, assisting, or participating in an investigation, compliance review, hearing, or any other related activities associated with the administration of Section 503 of the Rehabilitation Act of 1973, as amended or any other federal, state, or local law requiring equal opportunity for disabled persons or for opposing any act or practice made unlawful by Section 503 or its implementing regulations in this part.

The Field Managers have the responsibility for ensuring full compliance with the provisions of Section 503 of the Rehabilitation Act of 1973 and other applicable directives. Responsibility for implementation and monitoring of these programs and actions are assigned to the EEO Officer who serves as our Equal Opportunity Coordinator. Our program for individuals with disabilities is available upon request on regularly scheduled workdays by advance appointment with our Equal Opportunity Coordinator.

We reaffirm the above basic policy with respect to disabled employees. Reasonable attempts will be made to appropriately accommodate limitations of disabled workers, taking into account business necessity, financial cost, and expenses. We expect to engage in a continued program of outreach and seek to recruit persons with disabilities who are qualified to perform the work we do here.


Barry D. Suddreth
Field Manager


Douglas P. Smith
Field Manager


Joe Lee
EEO Officer

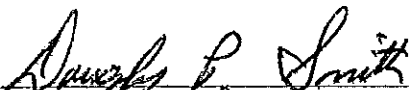
ASPLUNDH

351 Orchard Circle
Charlotte, NC 28217
PHONE: (704) 523-3621
FAX: (704) 523752-8352

AFFIRMATIVE ACTION PROGRAM FOR COVERED VETERANS

AAP YEAR BEGINNING JANUARY 1, 2010


Barry D. Suddreth
Field Manager


Douglas P. Smith
Field Manager

ASPLUNDH

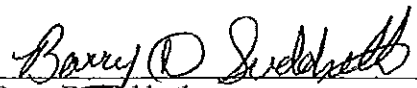
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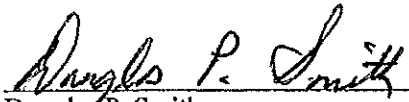
JANUARY 1, 2010

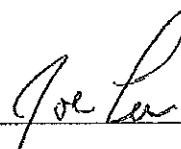
It is the policy of Asplundh Tree Expert Co. to continue to provide equal employment opportunity to known special disabled veterans, veterans of the Vietnam era, other eligible veterans, disabled veterans, and recently separated veterans through employment and advancement in employment, or to otherwise treat qualified individuals without discrimination based upon their covered veteran status. Such action shall apply to our employment practices including hiring, upgrading, demotion or transfer, recruitment, recruitment advertising and job application procedures, layoff or termination, rates of pay or other forms of compensation, job assignment, job classifications, organizational structures, position descriptions, leaves of absence, sick leave or other leave, selection for training, including apprenticeship, professional meetings, conferences and other related activities, and activities sponsored by the Company, including social or recreational programs, and any other term, condition, or privilege of employment. Employees or applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in protected activities, such as filing a complaint, assisting or participating in an investigation, compliance review, hearing, or any other related activities associated with the administration of Section 402 of the Vietnam-Era Veterans' Readjustment Assistance Act of 1974, as amended; the Veterans Employment Opportunities Act of 1998; Public Law 106-419; Jobs for Veterans Act; or any other federal, state, or local law requiring equal opportunity for known special disabled veterans, veterans of the Vietnam era, other eligible veterans, disabled veterans, or recently separated veterans, or for opposing any act or practice made unlawful by Section 402 or its implementing regulations in this part, and Public Laws 105-339 and 106-419.

The Field Managers have the responsibility for ensuring full compliance with the provisions of Section 402 of the Vietnam-Era Veterans' Readjustment Assistance Act of 1974, Veterans Employment Opportunities Act of 1998, Public Law 106-419, Jobs for Veterans Act, and other applicable directives. Responsibility for implementation and monitoring of these programs and actions are assigned to our EEO Officer, who serves as our Equal Opportunity Coordinator. Our Plan for Covered Veterans is available, upon request, on regularly scheduled workdays by advance appointment with our Equal Opportunity Coordinator.

We reaffirm the above basic policy with respect to Covered Veterans. Reasonable attempts will be made to appropriately accommodate limitations of known disabled and special disabled veterans, taking into account business necessity, financial cost and expense. We expect to engage in a continued program of outreach and seek to recruit Covered Veterans who are qualified to perform the work we do here.


Barry D. Suddreth
Field Manager


Douglas P. Smith
Field Manager


Joe Lee
EEO Officer

PLANNING AND ZONING COMMISSION RECOMMENDATION

On October 26, 2010, a public hearing was held before the Planning and Zoning Commission regarding the requests described below. All members of the Commission were present except Mr. Carson Lomax and Mr. Andrew Putnam.

City of High Point

Text Amendment Case 10-08

A request by the City Council to consider a text amendment to Chapter 11, Development Inspection Regulations, of the Code of Ordinance of the City of High Point to include relocation costs paid by the City as cost allowable as a lien against property subject to enforcement action under the minimum housing code.

Mr. Loveland presented Text Amendment Case 10-08 and recommended approval as outlined in the staff report.

No one spoke in favor or in opposition.

The Planning & Zoning Commission recommended ***approval*** of Text Amendment Case 10-08, by a vote of 6-0.

**CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT**

**STAFF REPORT
TEXT AMENDMENT CASE 10-08**

Request	
Applicant: City of High Point City Council	Affected Ordinance Sections: Section 9-11-111(e)(8) of the Code of Ordinances of the City of High Point
Proposal: To amend the Minimum Housing Code to include relocation costs paid by the City as costs allowable as a lien against property that is subject to enforcement action.	

Background

The City Council has expressed a desire to be able to recoup relocation assistance costs paid by the City's Community Development and Housing Department when uncorrected minimum housing code violations force vacation and closure of a dwelling. If these costs are not paid back to the City directly by the owner, the proposed amendment would enable the City to place a lien against the property.

Details of Proposal

This text amendment affects a section of the Minimum Housing Code (Title 9, Chapter 11, Article E of the City Code), that sets forth procedures for enforcement (Section 111). Subsection (e), paragraph (8) contains the change and additional wording of the amendment. The text of the proposed amendment is attached.

Analysis

The amendment will allow the City to be equally compensated for any relocation expenditures it incurs in enforcement of the minimum housing code, and if necessary file a lien against the real property. The current language already allows other costs that are incurred by the City, such as the cost of repairs, vacating and closing or demolition to be recovered in the same manner.

No issues have been identified by Planning and Development Department staff regarding the adoption of this text amendment as presented.

Recommendation

Staff recommends approval.

This text amendment has been proposed by the City Council, and the language of the amendment will achieve Council's desire to be able to recoup relocation costs paid in conjunction with the enforcement of the minimum housing code.

Required Action

No statement of consistency is required of P&Z or Council with regard to this text amendment, and Council does not need to make a statement regarding the reasonableness of its action.

Report Preparation

This report was prepared by Planning and Development Department staff member Robert L. Robbins, AICP, and reviewed by Lee Burnette, AICP, Director.

TEXT AMENDMENT 10-08
PROPOSED AMENDMENT TO THE CODE OF ORDINANCES
OF THE CITY OF HIGH POINT

(Text amendment to Title 9, Development; Chapter 11, Development Inspection Regulations; Article E, Minimum Housing Code to include relocation costs paid by the City as costs allowable as a lien against property that is subject to enforcement action under the minimum housing code.)

SECTION 1.

Section 9-11-111(e)(8) of the Code of Ordinances of the City of High Point {Title 9, Chapter 11, Article E, Section 111, Subsection (e), Paragraph (8)} is hereby amended to read as follows:

- (8) The amount of the cost of such repair, alterations, improvements, vacating and closing or demolition, including any relocation expenditures, ~~by the inspector~~ shall be a lien against the real property upon which such cost was incurred; said lien shall be filed, have the same priority and be collected or foreclosed upon in the same manner as is provided for assessments pursuant to article 10, chapter 160A, North Carolina General Statutes.

SECTION 2.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3.

This ordinance shall become effective _____.

Tenant Obligations and Responsibilities

(1) When the building inspector, upon performing any inspection, shall confirm that a tenant or occupant is in violation with regard to matters over which the tenant and occupant has control, tenant shall be notified of the violation. Owners shall be provided with a copy of the notice. Unless the violation causes a unit to be unfit, tenant shall have forty-five (45) days to correct the violation. For each day the violation remains uncorrected after the 45-day cure period, a civil penalty of \$25 per day shall be imposed on the tenant as long as the tenant continues to have possession of the rental unit in order to compensate the city for the costs associated with monitoring and re-inspection of the rental unit related to the tenant's and/or occupant's violation.

Fines imposed on the tenant shall not attach to or become a lien against the rental property or be passed to the owner.

(2) If a violation of tenant responsibilities and duties renders a rental unit unfit for human habitation, the inspector will issue to the tenant an order to correct the violations within forty-eight (48) hours. If the violations are not cured within that time, the cure period may be held in abeyance until possession of the rental unit is returned to the owner where the owner demonstrates that eviction or summary ejectment court proceedings against the tenant have been initiated within five days (5) days of the issuance of the notice to correct violation. After possession of the rental unit is returned to the owner following the legal proceedings, the owner shall have forty-five (45) days to cure violations but may not rent the unit until the unit is reinspected and found to be in compliance. If the owner cures the violations within the forty-five (45) day time period following return of possession of the unit, reinspection made necessary solely due to violation of tenant responsibilities and duties shall be at no cost to the owner.

”

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT**

**ORDINANCE
REQUEST:**

Ordinance to Vacate

**PROPERTY
ADDRESS:**

1319 Boundary Avenue

OWNER:

Maria P Graham

**FIRST
INSPECTION
11-23-2010**

Number of Violations: Major 5 Major 12 Minor
1) improper floor mounted electrical receptacle in living room
2) improperly installed exterior flood light – needs weatherproof box
3) missing porch hand rails
4) possible structural damage to a section of kitchen floor
5) no smoke detectors

**HEARING
RESULTS:
12-7-2010**

The owner did not appear for the hearing. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. The inspection was in response to complaints from tenant. The dwelling was occupied by two adults and two minors at the time of the inspection. The tenants moved from the dwelling on 12-23-2011. The ordinance is requested to allow the inspector to vacate, close and placard the dwelling in accordance with State statutes.

**ORDER(S)
ISSUED:
12-7-2010**

Order to Repair with a compliance date of 1-7-2011

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

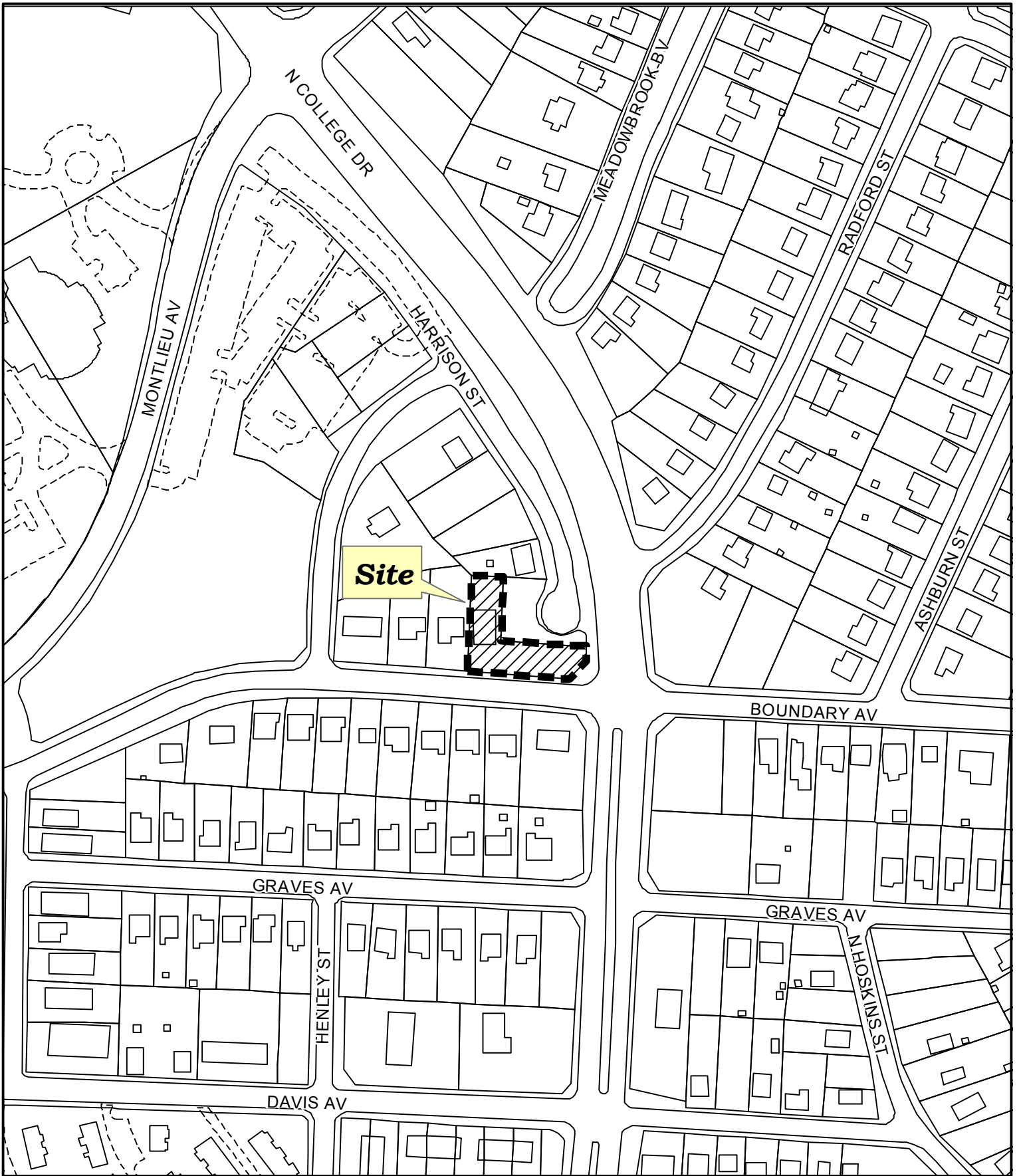
There have been no permits issued and repairs have not started.

EXTENSIONS:

None requested by the owner.

**CURRENT
STATUS:
2-11-2010**

Conditions still exist. Dwelling is vacant.



1319 Boundary Avenue

Ordinance to Vacate/Close



Location of subject property

**Department of Planning
and Development**

City of High Point

Date: February 10, 2011



Scale: 1"=200'
y/ba-pz/inspection/vacate



1319 Boundary Avenue

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT**

**ORDINANCE
REQUEST:**

Ordinance to Vacate

**PROPERTY
ADDRESS:**

1220 S Elm Street

OWNER:

Donna J Powers

**FIRST
INSPECTION
12-01-2010**

Number of Violations: Major 3 Minor 7
1) plumbing systems needs to be checked for possible blockages
2) insufficiently supported floor system in front bedroom, near interior stairs
3) possible structural damaged to floor joists in second floor bathroom

**HEARING RESULTS:
12-14-2010**

The owner did appear for the hearing. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. These violations were discussed in detail with the owner. The owner did not commit to making the required repairs. The inspection was in response to a tenant complaint. At the time of the initial inspection the dwelling was occupied by two adults. The unit is still occupied. The ordinance is requested to allow the inspector to vacate, close and placard the dwelling in accordance with State statutes.

**ORDER(S)
ISSUED:
12-14-2010**

Order to Repair with a compliance date of 1-14-2011

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

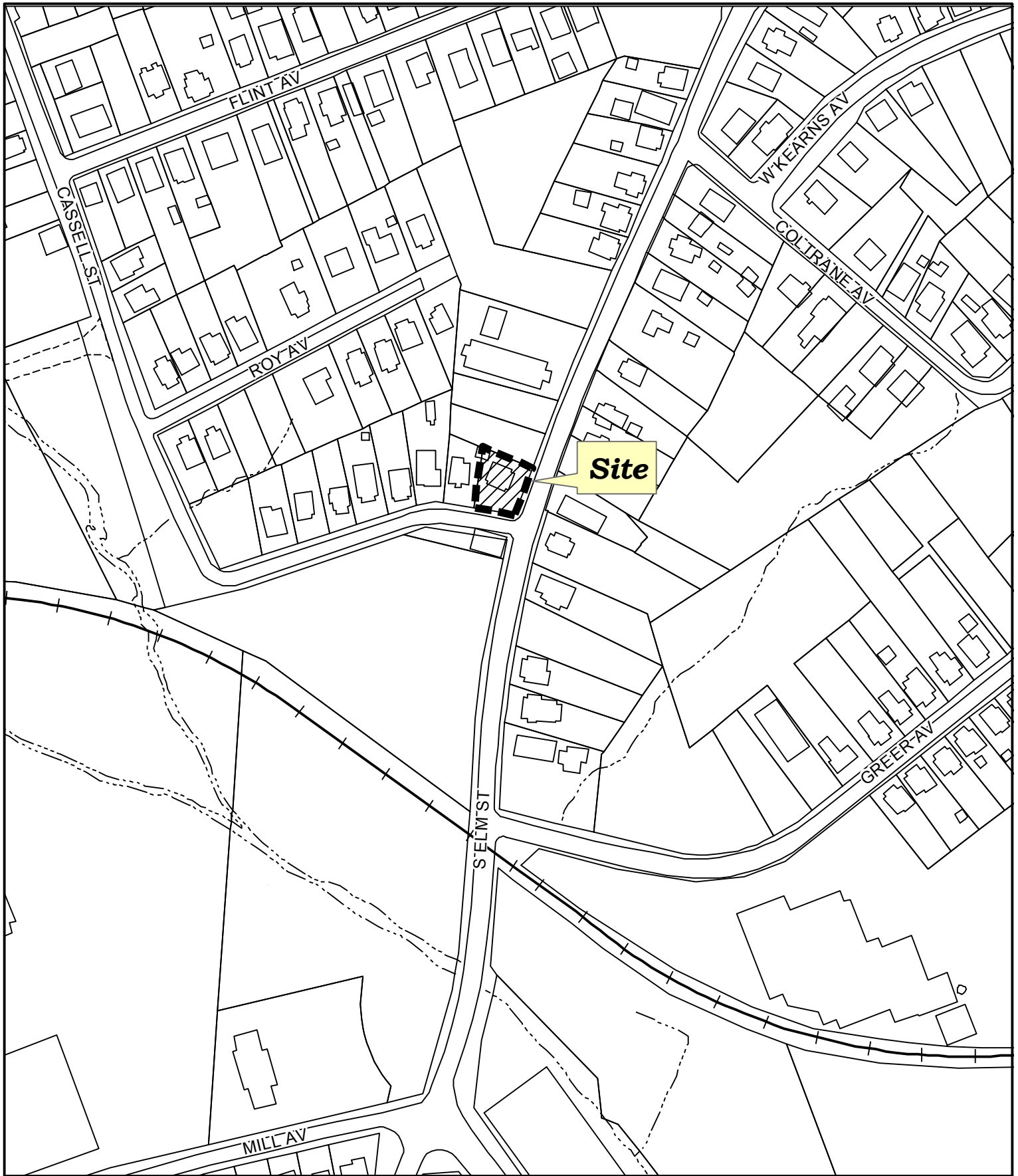
There have been no permits issued and repairs have not started.

EXTENSIONS:

None requested by the owner.

**CURRENT
STATUS:
2-07-2011**

Conditions still exist. Dwelling is still occupied



1220 South Elm Street

Ordinance to Vacate/Close



Location of subject property

**Department of Planning
and Development**

City of High Point

Date: February 10, 2011



Scale: 1"=200'
y/ba-pz/inspection/vacate



1220 S. Elm Street

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT**

**ORDINANCE
REQUEST:**

Ordinance to Vacate

**PROPERTY
ADDRESS:**

909 Mint Avenue

OWNER:

Garrett Property Management

**FIRST
INSPECTION:
12-2-2010**

Number of Violations: Major 3 Minor 12
1) inoperable windows throughout house
2) no operable smoke detectors
3) broken plumbing fixture - tub faucet

**HEARING
RESULTS:
12-15-2010**

The owner did not appear for the hearing. During the hearing the following findings of fact were established. There are numerous violations of the Minimum Housing Code. The dwelling was occupied by two adults and three children at the time of the inspection. The tenants vacated the dwelling 12-22-2010. The utilities have been placed on hold. The ordinance is requested to allow the inspector to vacate, close and placard the dwelling in accordance with State statutes.

**ORDER(S)
ISSUED:
12-15-2010**

Order to Repair 12-15-2010 with a compliance date of 1-15-2011

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

There have been no permits issued and repairs have not started.

EXTENSIONS:

None requested by owner.

**CURRENT
STATUS:
2-11-2011**

Conditions still exist. Dwelling is vacant.



909 Mint Avenue

Ordinance to Vacate/Close



Location of subject property

**Department of Planning
and Development**

City of High Point

Date: February 10, 2011



Scale: 1"=200'
y/ba-pz/inspection/vacate



909 Mint Avenue