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INFORMATION:

Regular Council Meeting Tuesday, May 7 - No Lunch Work Session - Afternoon and Evening Sessions

Reminder that Council will meet next **Tuesday** in regularly scheduled sessions at **1:00 P.M.** and **7:00 P.M.** The agenda for the meeting was published on Thursday:

http://boarddocs.com/nc/raleigh/board.nsf

Please note there will be a **Closed Session** immediately following the afternoon session of the Council meeting.

Reminder: If there is an item you would like to have pulled from the consent agenda for discussion, please send an e-mail mayorstaff@raleighnc.gov by 11 A.M. on the day of the meeting.

Citrix Parking Deck at 100 South West Street

Staff Resource: Matthew Currier, Transportation, 996-4041, matthew.currier@raleighnc.gov

During the December 4 Council meeting Council requested for staff to reach out and speak with the owner of the parking deck that is leased by Citrix to inquire about the potential public use of the deck during non-business hours.

As reviewed for Council in *Weekly Report Issues* 2019-06 (February 8) and 2019-15 (April 12), staff has reached out to JMC Holdings, the owner of the property, and spoken with them about this opportunity. Staff has since

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heard back from JMC Holdings, the owner of the property, on this matter. The property owner and Citrix were not able to come to an agreement to allow public use of the private parking deck during non-business hours.

(No attachment)

New Bern Avenue Bus Rapid Transit Project and BRT-Land Use Policy Framework - Scope Summary

Staff Resource: Mila Vega, Transportation, 996-4123, <u>mila.vega@raleighnc.gov</u> Jason Hardin, Planning, 996-2657, <u>jason.hardin@raleighnc.gov</u>

Council Request

During the April 16 work session, Council requested that staff ensure the WSP Bus Rapid Transit (BRT) Scope of Work contain several key scope elements related to transit-oriented development (TOD), affordable housing, potential displacement and economic preservation and development. Staff reviewed the scope and has ensured that these elements have been included.

New Bern Avenue BRT Design

The City proposes implementing the New Bern Avenue Bus Rapid Transit (BRT) corridor, approximately 6.5 miles, to connect the central business district with WakeMed Raleigh Campus and New Hope Road. The project includes approximately 4.75 miles of new dedicated transit infrastructure improvements between the GoRaleigh Station, in downtown Raleigh, and Sunnybrook Road, including transit signal priority (TSP) at signalized intersections and up to twelve (12) weather-protected BRT stations. All BRT stations will be designed to include branding, off-board fare payment, level vehicle boarding, real-time bus arrival information, schedule and route information, and ADA accessibility. The project also includes approximately 1.75 miles of service in general traffic lanes, with potential TSP at signalized intersections, between Sunnybrook Road and New Hope Road. The terminus at New Hope Road includes a proposed Park and Ride and transfer facility that is a separately funded project.

WSP has been selected as the Consultant for the project. The scope of work includes five main tasks:

- 1. Public and Stakeholder Engagement Provide many different outreach and messaging opportunities to the public for participation in developing the New Bern Avenue Corridor BRT.
- 2. Preliminary (30%) Design Develop preliminary infrastructure design concepts along New Bern Avenue.
- 3. National Environmental Policy Act (NEPA) Evaluation Prepare the appropriate documentation to complete the NEPA evaluation process.
- 4. Federal Transit Administration (FTA) Coordination Develop FTA Small Starts grant application materials.

<u>Citywide BRT-Land Use Policy Framework</u>

The project will create a policy foundation and design framework to create a common vision for future land uses along the City's BRT corridors. This project will pose two primary questions: 1) Given expected future growth in the City, what is a reasonable proportion to accommodate along the BRT corridors? 2) What are the City's goals for housing affordability along the BRT corridors? The project will include analysis of future growth and land capacity, the creation of visual examples of different growth scenarios, and a guidebook with policy recommendations and implementation tools. (Task H, TOD Planning, Pages 31-32)

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Equity is a core consideration of this project and the BRT service and associated TOD is intended to both serve existing neighborhoods and shape future growth. Maintaining and enhancing affordability, ensuring accessibility to the service from existing residential areas, and minimizing displacement from rising real estate values will be issues, along with increasing ridership and providing economic development opportunities. The project will expressly include strategies and implementation to minimize gentrification and dislocation resulting from the economic development pressures accompanying transit corridor investments, and instead seek to strengthen existing businesses and neighborhoods. (Task H, TOD Planning, Pages 31-32)

Key tasks aimed at addressing business and residential displacement include the creation of an inventory of both subsidized and naturally-occurring affordable housing along all four BRT corridors. It also will include a business inventory and an assessment of displacement risk to businesses. Finally, the project will include policy and tools aimed at addressing these and other issues. (Subtask H1.1, TOD Planning, Existing Condition Analysis, Pages 32-33)

The project includes a robust public engagement strategy. The process will begin with a kickoff in early June aimed at providing a community orientation to BRT and the land use, housing, and other issues that the plan will address. The next step will involve multiple hands-on workshops, during which participants will consider options for accommodating future growth and provide input about affordability and other concerns. Pop-up events and CAC outreach will take place as well. (Subtask H3 – Public Engagement Support for TOD Planning, Pages 36-37)

The full scope of services is available for review at the following web link:

https://raleighnc.gov/content/PWksTransit/Documents/WakeCountyBRTScopeofServicesNewBern Final 4.23 .19.pdf

(No attachment)

Weekly Digest of Special Events

Staff Resource: Derrick Remer, Special Events Office, 996-2200, derrick.remer@raleighnc.gov Included with the Weekly Report packet is the special events digest for the upcoming week. (Attachment)

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Council Member Follow Up Items

General Follow Up Item

Crabtree Pipeline Permits (Council Member Cox)

Staff Resource: Eileen Navarrete, Public Utilities, 996-3480, eileen.navarrete@raleighnc.gov

On April 18 staff received a request from Council Member Cox to receive all permits issued on the Crabtree Pipeline project. Included with the Weekly Report materials is a memorandum providing descriptions of permits. The individual permits have been compiled and placed in a PDF file which, at 100+ pages, is included with the *Weekly Report* transmittal email due to restrictions on file size limitations of the system.

(Attachment to the Transmittal Email Message)

Follow Up from the April 16 Work Session

<u>Annexation and ETJ in Raleigh and Wake County - Utility Reimbursement (Council Member Cox)</u>
Staff Resource: Aaron Brower, Public Utilities, 996-3469, aaron.browner@raleighnc.gov

During this work session topic, the issue of utility reimbursement policies and limitations was discussed. Council requested staff to review policies for reimbursement of utility oversize pipe costs and the statute that limits the City's ability to charge developers for full cost. Included with the Weekly Report materials is a staff memorandum, prepared in collaboration with the City Attorney's Office, that addresses the Council discussion.

(Attachment)

Weekly Report 4 of 14 May 3, 2019

Special Events Weekly Digest

Friday, May 3 - Thursday, May 9

City of Raleigh Special Events Office

specialevents@raleighnc.gov | (919) 996-2200 | www.raleighnc.gov/specialevents

Permitted Special Events

North Carolina Fallen Firefighters Memorial Parade and Service

Hillsborough Street, Nash Square, & Parade Route

Friday, May 3 & Saturday, May 4

Event Times: 5:00pm - 9:00pm on 5-3-19; 10:00am - 2:00pm on 5-4-19

Associated Road Closures: The following roads will be closed from 8:00am until 10:00am on 5-4-19: Hillsborough Street between W. Morgan Street and N. Boylan Avenue and St. Mary's Street between W. Jones Street and W. Morgan Street.

The following roads will be closed from 8:00am until 5:00pm on 5-4-19: Hargett Street between S. Harrington Street and S. Dawson Street and S. McDowell Street.

The following roads will be closed from 9:45am until 11:30am on 5-4-19 to facilitate the parade: Start on Hillsborough Street at N. Boylan Avenue and head east; right onto S. Dawson Street; finish on S. Dawson Street at W. Martin Street.

Nash Square will be used from 8:00am on 5-2-19 until 11:00pm on 5-4-19.

First Friday Market Series

Hargett Street Friday, May 3

Event Time: 7:00pm - 11:00pm

Associated Road Closures: E. Hargett Street between Fayetteville Street and S. Wilmington Street will be closed from 6:00pm until 11:59pm.

Recovery Fun Day

Dorothea Dix Park, Athletic Field

Saturday, May 4

Event Time: 8:00am - 4:00pm

Associated Road Closures: The Athletic Field on Biggs Drive will be used from 8:00am until 4:00pm.

ParksExpo at Dorothea Dix Park

Saturday, May 4

Dorothea Dix Park, Harvey Hill Event Time: 11:00am - 4:00pm

Associated Road Closures: Umstead Drive between Cranmer Drive and Middleton Drive will be closed and Harvey Hill will be used from 8:00am until 6:00pm.

Out! Raleigh 2019

Fayetteville Street District

Saturday, May 4

Event Time: 11:00am - 7:00pm

Associated Road Closures: Fayetteville Street between Davie Street and the south end of City Plaza will be closed from 6:00pm on 5-3-19 until 11:00pm on 5-4-19. Fayetteville Street between Davie Street and Morgan Street, and Martin Street, Hargett Street, and Davie Street between Salisbury Street and Wilmington Street will be closed from 5:00am until 11:00pm on 5-4-19. Note that the 500 block of Fayetteville Street will remain open for local traffic only.

Racing for Rescues

Dorothea Dix Park Sunday, May 5

Event Time: 9:00am - 12:00pm

Associated Road Closures: Umstead Drive between Blair Drive and Hunt Drive will be closed from 9:45am until 11:45am and the following roads will be closed from 9:50am until 11:30am to facilitate the race route:

Start at Umstead Drive near Blair Drive heading northwest; Right onto Dawkins Drive; Left onto Umstead Drive; Right onto Ruggles Drive; Left onto Biggs Drive; Right onto Palmer Drive; Left onto Cranmer Drive; Left onto Umstead Drive; Right onto S. Boylan Avenue; Left onto Tate Drive; Right onto Richardson Drive; Left onto Umstead Drive; Right onto Middleton Drive; Right onto Palmer Drive; Right onto Biggs Drive; Right onto Whiteside Drive; Right onto Pedneaus Way; Left onto Cafeteria Drive; Left onto Umstead Drive to Finish.

Downtown Raleigh Food Truck Rodeo

Fayetteville Street District

Sunday, May 5

Event Time: 12:00pm - 6:00pm

Associated Road Closures: Fayetteville Street between Morgan Street and Lenoir Street, and Hargett Street, Martin Street, and Davie Street between S. Salisbury Street and S. Wilmington Street will be closed from 11:01pm on 5-4-19 until 11:59pm on 5-5-19. The 500 block of Fayetteville Street will remain open for local traffic only.

Carolina Hurricanes/Carolina Ale House Cool Bar Playoff Celebration

Tucker Street

Sunday, May 5 & Wednesday, May 8

Event Times: 6:00pm - 11:00pm on 5-5-19; 4:00pm - 11:00pm on 5-8-19

Associated Road Closures: Tucker Street between Glenwood Avenue and the entrance to the parking deck will be closed from 8:00am until 11:59pm on 5-5-19, and from 12:00pm until 11:59pm on 5-8-19. Note that access will be maintained to and from the parking deck.

Note: These permitted road closures will only take place if games continue past round four of the series.

Raleigh Police Memorial Foundation Send-Off Ceremony

Hargett Street Monday, May 6

Event Time: 7:00am - 7:30am

Associated Road Closures: W. Hargett Street between S. Dawson Street and S. McDowell Street will be closed from 6:30am until 7:45am.

Thrive NC Presented by Blue Cross NC

City Market

Thursday, May 9 & Friday, May 10

Event Times: 11:00am - 10:00pm on 5-9-19; 11:00am - 10:00pm on 5-10-19

Associated Road Closures: Wolfe Street, Blake Street, and Parham Street will be closed from 6:00am on 5-8-19 until 8:00am on 5-11-19, and Martin Street between Blount Street and Person Street will be closed from 6:00pm on 5-8-19 until 8:00am on 5-11-19.

Other Upcoming Events

First Friday Raleigh

Friday, May 3 Downtown Raleigh

Special Events Weekly Digest

Friday, May 3 - Thursday, May 9

City of Raleigh Special Events Office

specialevents@raleighnc.gov | (919) 996-2200 | www.raleighnc.gov/specialevents

A Burden Too Great to Bear: Dorothea Dix Park Hospital and the Civil War

Friday, May 3 Dorothea Dix Park, Harvey Hill

Carmina Burana - North Carolina Symphony Classical Series

Friday, May 3 – Saturday, May 4 Meymandi Concert Hall

<u>Murder for Two - North Carolina Theatre</u>

Friday, May 3 – Sunday, May 5 Fletcher Opera Theater

Stream Cleanup

Saturday, May 4 Biltmore Hills Park

Midtown Music Fest

Saturday, May 4 Coastal Credit Union Midtown Park

GRiZ US Ride Waves Tour: Season One

Saturday, May 4 Red Hat Amphitheater

Explore Dix Park: Guided Walking Tour

Sunday, May 5 Dorothea Dix Park, Kirby Building

Triangle Youth Philharmonic Spring Concert

Sunday, May 5 Meymandi Concert Hall

SPARKcon Warehouse District Meeting

Wednesday, May 8 VAE Raleigh

Public Resources

Event Feedback Form: Tell us what you think about Raleigh events! We welcome citizen and participant feedback and encourage you to provide comments or concerns about any events regulated by the Special Events Office. We will use this helpful information in future planning.

Temporary Road Closures: A resource providing current information on street closures in Raleigh.

<u>Online Events Calendar</u>: View all currently scheduled events that are regulated by the City of Raleigh Special Events Office.

Council Member Follow Up



TO: Ruffin Hall, City Manager

FROM: Eileen Navarrete, Engineering Manager

CC: Tansy Hayward, Assistant City Manager

Robert Massengill, Public Utilities Director Aaron Brower, Assistant Public Utilities Director

DEPARTMENT: Public Utilities

DATE: May 3, 2019

SUBJECT: Crabtree Pipeline Permits

On April 18, 2019, staff received a request from Council Member Cox to receive all permits issued on the Crabtree Pipeline project. Descriptions of permits are shown below, and images of the acutal permits have been compiled and placed in a PDF file which is included with the *Weekly Report* transmittal email, due to restrictions of file size limitations of the system. The permits include the following:

401 Water Quality Certification (and revisions) – issued by the North Carolina Department of Environmental Quality (NCDEQ), Division of Water Resources. This water quality certification recognizes and approves impacts to riparian buffers, streams and wetlands.

General Permit and Nationwide Verification – Section 404 (and revision) – Issued by the US Army Corps of Engineers (USACE). This permit authorizes impacts to wetlands and streams to facilitate the construction of the new sewer line.

Railroad Encroachment Agreements – This permit allows the City to complete utility installation within the right-of-way owned by the railroad company.

NCDOT Encroachment Agreements – This permit allows the City to complete utility installation within the right-of-way owned by the State of North Carolina.

Finding of No Significant Impact (FONSI) – Issued by NCDEQ, Division of Water Resources and Division of Water Infrastructure. A FONSI is issued after an interagency analysis of the temporary and permanent environmental impacts of a project. This analysis is completed through the Environmental Assessment process, which is only required for projects of a certain size.

Erosion and Sedimentation Control Plan Approval (and revisions) – issued by NCDEQ, Division of Land Quality. This permit allows the City to complete land disturbing activities associated with the construction project.

Other permits issued by the City of Raleigh – Several permits are issued through the City's review process related to water and sewer extensions and land disturbance. Blasting permits are also issued by the City. If requested by the Council, this information will require additional effort to compile.

Municipal Building 222 West Hargett Street Raleigh, North Carolina 27601

One Exchange Plaza 1 Exchange Plaza, Raleigh, North Carolina 27601

City of Raleigh
Post Office Box 590 • Raleigh
North Carolina 27602-0590
(Mailing Address)
Weekly Report



TO: Ruffin Hall, City Manager

FROM: Aaron Browner, Asst. Public Utilities Director

Carolyn Bachl, City Attorney's Office

CC: Robin Tatum Currin, City Attorney

Robert Massengill, Public Utilities Director

DEPARTMENT: Pubic Utilities

DATE: May 3, 2019

SUBJECT: April 16 Work Session

Agenda item: A1. Annexation and ETJ in Raleigh and Wake

County

During the work session Council Member Cox requested staff to review policies for reimbursement of utility oversize pipe cost and also asked about the statute that limits the City's ability to charge developers. This report is prepared in response to the questions and will discuss utility reimbursement policies, capital facility fees and general statute limitations associated with capital facility fees. The City currently has two primary utility related reimbursement policies known as the Oversized Main Reimbursement policy and the Urban Main Replacement Reimbursement Policy (UMRRP).

Oversized Main Reimbursement policy

The Oversized Main Reimbursement policy is in place to fully or partially reimburse developers who, at the request of the City, install major water and/or major sewer mains either inside or outside the corporate limits to accommodate future growth beyond the current development. Funding for the Oversized Main Reimbursement comes from utility rate and fee revenue*.

Urban Main Replacement Reimbursement Policy (UMRRP)

The intent of the Urban Redevelopment Main Replacement Reimbursement Program is to provide reimbursements to developers who are required to replace existing water and sewer mains in association with development projects. Reimbursements under this program may be for replacing water and/or sewer mains to provide adequate pipe capacity, and/or when the City requires the replacement of existing water and sewer infrastructure adjacent to a proposed project based on the condition of the existing pipes. The available reimbursement amount, as a percentage of estimated construction cost, varies based on the age, condition and available capacity of the existing mains that are being replaced in association with the development project. The highest levels of reimbursement will be provided for projects replacing mains which are old, deteriorated, or over capacity in existing conditions, with the intent of distributing the costs of such projects between developers, the existing customer base, and future developments equitably*.

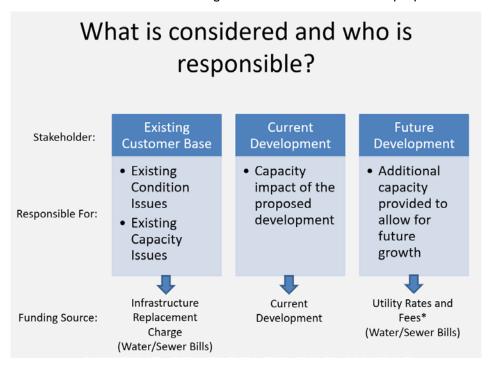
Municipal Building 222 West Hargett Street Raleigh, North Carolina 27601

One Exchange Plaza 1 Exchange Plaza, Raleigh, North Carolina 27601

City of Raleigh Post Office Box 590 • Raleigh North Carolina 27602-0590 (Mailing Address) Weekly Report Funding for the **Urban Main Replacement Reimbursement Policy (UMRRP)** comes from three sources:

- 1. The developer- funds the impacts of the development on water and sewer pipes
- 2. Utility Rates and Fees* revenue generated from charges to customers on the monthly utility bill
- Water and Sewer Infrastructure Replacement Charges charged to customers on the monthly utility bill and intended for replacement of existing aging and inadequate infrastructure.

The graphic below illustrates the three funding sources and their intended purpose:



There are different scenarios that trigger each funding source.

Each new development is required to perform an evaluation to determine if the existing infrastructure is adequate to accommodate the water and sewer needs, without overloading the system. For sewer pipes, a downstream capacity analysis is required. For water pipes, fire flow requirements typically determine what size water mains are needed.

- 1. If the existing downstream sewer and supplying water infrastructure is in good condition and not already over capacity, and the flow from the new development exceeds the capacity of the pipes, then the developer is responsible for the full cost to replace the existing pipes and upsize the pipes to accommodate the flow to/from the development. If the City determines that the replacement pipe should be larger to accommodate future development, then the developer is required to install a larger pipe. The funding for the upsizing to accommodate future development comes from the Utility Rates and Fees*.
- 2. If the existing infrastructure is in poor structural condition, the developer is required to replace the existing pipes with new pipes of adequate size to accommodate the flow to/from

the development. Under this scenario, the developer would be reimbursed for replacement of the existing pipes through the UMRRP. The amount of reimbursement is based on the condition of the existing pipes. The City uses pipe condition scoring based on the National Association of Sewer Service Companies (NASSCO), an industry standard, with a condition scoring from 1-5, with 5 being the worst condition (typically structural failures, misaligned joints, holes and voids). Pipes that are in very poor condition (score 5) and are in need of immediate replacement receive higher reimbursements than pipes that are moderate condition (score 3). Funding for the reimbursements based on pipe condition comes from the Water and Sewer Infrastructure Replacement Charges. If the City determines that the replacement pipe should be even larger to accommodate future development, then the developer is required to install a larger pipe. The funding for the upsizing to accommodate future developer would be required to pay for any upsizing to accommodate the development.

- 3. If the existing infrastructure is in good condition, but already over capacity with the existing flow, the developer is required to replace the existing pipes with new pipes of adequate size to accommodate existing flow and the flow to/from the development. Under this scenario, the developer would be reimbursed for replacement of the existing pipes through the UMRRP. The amount of reimbursement is based on how much the existing pipes are already over capacity. Existing pipes that are already significantly over capacity and experiencing surcharging receive higher reimbursements than pipes that are only slightly over capacity. The reimbursement is based on replacing the existing pipe with a new pipe that is adequate to accommodate existing flow. The developer is required to install the pipe size needed to accommodate the existing flow, in addition to flow from the development. Funding for the reimbursements based on pipe capacity comes from the Water and Sewer Infrastructure Replacement Charges. If the City determines that the replacement pipe should be even larger to accommodate future development, then the developer is required to install a larger pipe. The funding for the upsizing to accommodate future development comes from the Utility Rates and Fees*. The developer would be required to pay for any upsizing to accommodate the development.
- 4. If the existing infrastructure is in poor condition, and over capacity, then the developer would be required to replace the existing pipes with new pipes of adequate size to accommodate existing flow and the flow to/from the development. Under this scenario, the developer would be reimbursed for replacement of the existing pipes through the UMRRP. The amount of reimbursement is based on condition or capacity, depending on which is worse. Funding for the reimbursements based on pipe condition/capacity comes from the Water and Sewer Infrastructure Replacement Charges. The developer is required to install the pipe size needed to accommodate the existing flow, in addition to flow from the development. If the City determines that the replacement pipe should be even larger to accommodate future development, then the developer is required to install a larger pipe. The funding for the upsizing to accommodate future development comes from the Utility Rates and Fees*. The developer would be required to pay for any upsizing to accommodate the development
- 5. The policy also allows the City to require a developer to replace existing pipes in rights-of-way adjacent to the development if the development includes work in that right-of-way (widening, paving, curb & gutter, storm drainage), and the existing pipes are already in need of replacement based on condition or capacity, regardless of whether the flow to/from the

development connects to those pipes. Under this scenario, the developer would be reimbursed based on the condition or capacity of the existing pipes. Funding for the reimbursements based on pipe condition/capacity comes from the Water and Sewer Infrastructure Replacement Charges.

The urban development/redevelopment is not driving the urban pipe replacement schedule; however, it has presented opportunities to address replacement of the oldest parts of the water and sewer system at a lower cost than would otherwise be possible. Since the implementation of the UMRRP in 2015, only seven (7) development projects have received reimbursements through the program.

The underlying philosophy of the reimbursement policies is that development is responsible for their impacts on the system, and existing customers are responsible for replacement of existing pipes that are in failing condition and/or already over capacity. Based on the UMRRP reimbursements since implementation of the policy, the existing customer base has realized approximately 61% savings over what the pipe replacements would have cost if the pipes were not replaced in conjunction with a development. Utilizing the UMRRP has allowed nearly twice as much aging and inadequate infrastructure to be replaced than would otherwise be replaced.

System Development Fees

System development fees, known as capital facility fees in Raleigh, are one-time charges assessed to new water and/or wastewater customers, or developers or builders, to recover a proportional share of capital costs incurred to provide service availability and capacity for new customers. North Carolina General Statute 162A Article 8 (Article 8) provides for the uniform authority to implement system development fees for public water and wastewater systems in North Carolina, and was recently passed by the North Carolina General Assembly and signed into law on July 20, 2017. According to the statute, system development fees must be adopted in accordance with the conditions and limitations of Article 8, and those fees in effect as of October 1, 2017 must conform to the requirements set forth in the Article no later than July 1, 2018. The new law prescribes how system development fees must be calculated, how they may be used, when they may be charged, and how they must be accounted for. In particular, the system development fees must also be prepared by a financial professional or licensed professional engineer, qualified by experience and training or education, who, according to the Article, shall:

- Document in reasonable detail the facts and data used in the analysis and their sufficiency and reliability.
- Employ generally accepted accounting, engineering, and planning methodologies, including
 the buy-in, incremental cost or marginal cost, and combined cost approaches for each
 service, setting forth appropriate analysis to the consideration and selection of an approach
 appropriate to the circumstances and adapted as necessary to satisfy all requirements of the
 Article.
- Document and demonstrate the reliable application of the methodologies to the facts and data, including all reasoning, analysis, and calculations underlying each identifiable component of the system development fee and the aggregate thereof.
- Identify all assumptions and limiting conditions affecting the analysis and demonstrate that they do not materially undermine the reliability of conclusions reached.

- Calculate a final system development fee per service unit of new development and include an equivalency or conversion table for use in determining the fees applicable for various categories of demand.
- Consider a planning horizon of not less than 10 years, nor more than 20 years.

Article 8 references three methodologies that can be used to calculate system development fees. These include the buy-in method, the incremental cost method, and the combined cost method. A description of each of these methods follows:

Capacity Buy-In Approach

The Capacity Buy-In Methodology is most appropriate in cases where the existing system assets provide adequate capacity to provide service to new customers. This approach calculates a fee based upon the proportional cost of each user's share of existing plant capacity. The cost of the facilities is based on fixed assets records and usually includes escalation of the depreciated value of those assets to current dollars.

Incremental Cost Approach

The second method used to calculate water and wastewater capital facilities fees is the Incremental Cost (or Marginal Cost) Methodology. This method focuses on the cost of adding additional facilities to serve new customers. It is most appropriate when existing facilities do not have adequate capacity to provide service to new customers, and the cost for new capacity can be tied to an approved capital improvement plan (CIP) that covers at least a 10-year planning period.

Combined Approach

A combined approach, which is a combination of the Buy-In and Incremental Cost approaches, can be used when the existing assets provide some capacity to accommodate new customers, but where the capital improvement plan also identifies significant capital investment to add additional infrastructure to address future growth and capacity needs.

The City Council adopted the recommendation by staff in 2018 which included the capacity buy-in approach and to charge the maximum cost per gallon allowable per the statute.

*Under the new system development fee law (N.C.G.S. §162A-207(c)), local governments must credit the value of costs in excess of the development's proportional share of connecting facilities required to be oversized for use of others outside the development in calculating the system development fee. The Oversized Main Reimbursement policy and Urban Main Replacement Reimbursement Policy serve as the credit established by the City of Raleigh to address this requirement. Even before the new law, N.C.G.S. Section 160A-320 allows the city to contract with a developer "for public enterprise improvements that are adjacent or ancillary to a private land development project" but such contract "shall allow the city to reimburse the private party for costs associated with the design and construction of improvements that are in addition to those required by the city's land development regulations." While the City recently changed its funding mechanism for its Oversized Main Reimbursement and Urban Main Replacement Reimbursement programs. essentially an accounting change permitted by the new law as an alternative to the administrative burden of establishing capital reserve accounts, new developments continue to pay their proportionate share of capital costs the City incurred to provide service availability and capacity for the development through capital facilities charged for new connections, less any amount the new development may have spent in excess of that spent to serve his development as required by law.



North Carolina Department of Environment and Natural Resources

Pat McCrory Governor

John E. Skvarla, III Secretary

October 20, 2014

DWR # 14-1077 Wake County

Public Utilities Department Attn: Eileen Navarrete 1 Exchange Plaza, Ste. 620 Raleigh, NC 27602

Subject:

APPROVAL OF 401 WATER QUALITY CERTIFICATION WITH ADDITIONAL CONDITIONS AUTHORIZATION CERTIFICATE PER THE NEUSE RIVER BASIN RIPARIAN BUFFER PROTECTION RULES (15A NCAC 02B .0233) WITH ADDITIONAL CONDITIONS Crabtree Basin Wastewater System Conveyance Improvements Phase II

Dear Ms. Navarrete:

You have our approval for the impacts listed below for the purpose described in your application dated October 8, 2014 and received by the Division of Water Resources (Division) on October 9, 2014. These impacts are covered by the attached Water Quality General Certification Number 3884 and the conditions listed below. This certification is associated with the use of Nationwide Permit Number 12 once it is issued to you by the U.S. Army Corps of Engineers. Please note that you should get any other federal, state or local permits before proceeding with your project, including those required by (but not limited to) Sediment and Erosion Control, Non-Discharge, and Water Supply Watershed regulations.

This approval requires you to follow the conditions listed in the enclosed certification and the following additional conditions:

1. The following impacts are hereby approved provided that all of the other specific and general conditions of the Certification, General Permit and/or Buffer Rules are met. No other impacts are approved, including incidental impacts.



Type of Impact	Amount Approved (units) Permanent	Amount Approved (units) Temporary		
Wetland	0 (acres)	0.05 (acres)		
W-7				
Wetland	0 (acres)	0.01 (acres)		
W-C				
Wetland	0 (acres)	0.02 (acres)		
W-44B				
Wetland	0 (acres)	0.03 (acres)		
W-44				
Wetland	0 (acres)	0.13 (acres)		
W-2				
Wetland	0 (acres)	0.0003 (acres)		
W-3				
Wetland	0 (acres)	0.05 (acres)		
W-4				
Stream	0 (linear feet)	81 (linear feet)		
S-12				
Stream	0 (linear feet)	67 (linear feet)		
S-11				
Stream	0 (linear feet)	60 (linear feet)		
Crossing 3				
Stream	0 (linear feet)	60 (linear feet)		
Crossing 4				
Stream	0 (linear feet)	72 (linear feet)		
S-8				
Stream	0 (linear feet)	60 (linear feet)		
Crossing 5				
Stream	0 (linear feet)	61 (linear feet)		
S-7				
Stream	0 (linear feet)	62 (linear feet)		
Crossing 6				
Stream	0 (linear feet)	60 (linear feet)		
Crossing 7				
Stream	0 (linear feet)	62 (linear feet)		
Crossing 8				
Stream	0 (linear feet)	91 (linear feet)		
S-5				

Stream	0 (linear feet)	71 (linear feet)		
S-2				
Stream	0 (linear feet)	60 (linear feet)		
Crossing 9				
Buffers – Zone 1	0 (square feet)	2,882 (square feet)		
Area 12				
Buffers – Zone 2	0 (square feet)	1,216 (square feet)		
Area 12				
Buffers – Zone 1	0 (square feet)	7,700 (square feet)		
Area 13				
Buffers – Zone 2	0 (square feet)	3,910 (square feet)		
Area 13				
Buffers – Zone 1	0 (square feet)	1,304 (square feet)		
Area 14				
Buffers – Zone 2	0 (square feet)	2,847 (square feet)		
Area 14				
Buffers – Zone 1	0 (square feet)	1,484 (square feet)		
Area 15				
Buffers – Zone 2	0 (square feet)	1,002 (square feet)		
Area 15				
Buffers – Zone 1	0 (square feet)	2,032 (square feet)		
Area 16				
Buffers – Zone 2	0 (square feet)	9,345 (square feet)		
Area 16				
Buffers – Zone 1	0 (square feet)	4,624 (square feet)		
S-12				
Buffers – Zone 2	0 (square feet)	1,981 (square feet)		
S-12				
Buffers – Zone 1	0 (square feet)	7,336 (square feet)		
Area 17				
Buffers – Zone 2	0 (square feet)	18,800 (square feet)		
Area 17				
Buffers – Zone 1	0 (square feet)	3,837 (square feet)		
S-11				
Buffers – Zone 2	0 (square feet)	2,632 (square feet)		
S-11				
Buffers – Zone 1	0 (square feet)	1,260 (square feet)		
S-50				
Buffers – Zone 2	0 (square feet)	927 (square feet)		
S-50	1 -==			

Buffers – Zone 1	0 (square feet)	8,105 (square feet)		
Area 18				
Buffers – Zone 2	0 (square feet)	12,335 (square feet)		
Area 18				
Buffers – Zone 1	0 (square feet)	4,036 (square feet)		
Crossing 3				
Buffers – Zone 2	0 (square feet)	2,539 (square feet)		
Crossing 3				
Buffers – Zone 1	0 (square feet)	3,687 (square feet)		
Crossing 4				
Buffers – Zone 2	0 (square feet)	2,411 (square feet)		
Crossing 4				
Buffers – Zone 1	0 (square feet)	9,933 (square feet)		
Area 19				
Buffers – Zone 2	0 (square feet)	8,362 (square feet)		
Area 19				
Buffers – Zone 1	0 (square feet)	6,484 (square feet)		
S-8				
Buffers – Zone 2	0 (square feet)	2,357 (square feet)		
S-8				
Buffers – Zone 1	621 (square feet)	3,076 (square feet)		
Crossing 5				
Buffers – Zone 2	413 (square feet)	2,049 (square feet)		
Crossing 5				
Buffers – Zone 1	0 (square feet)	0 (square feet)		
Area 19-A				
Buffers – Zone 2	0 (square feet)	1,002 (square feet)		
Area 19-A				
Buffers – Zone 1	0 (square feet)	3,650 (square feet)		
S-7				
Buffers – Zone 2	0 (square feet)	2,422 (square feet)		
S-7				
Buffers – Zone 1	0 (square feet)	312 (square feet)		
S-7				
Buffers – Zone 2	0 (square feet)	1,679 (square feet)		
S-7				
Buffers – Zone 1	615 (square feet)	3,061 (square feet)		
Crossing 6				
Buffers – Zone 2	426 (square feet)	2,033 (square feet)		
Crossing 6				

Buffers – Zone 1	0 (square feet)	755 (square feet)		
Crossing 6				
Buffers – Zone 2	0 (square feet)	1,102 (square feet)		
Crossing 6				
Buffers – Zone 1	0 (square feet)	1,556 (square feet)		
Area 19B				
Buffers – Zone 2	0 (square feet)	470 (square feet)		
Area 19B				
Buffers – Zone 1	0 (square feet)	4,973 (square feet)		
Crossing 7/S100				
Buffers – Zone 2	0 (square feet)	2,705 (square feet)		
Crossing 7/S100				
Buffers – Zone 1	0 (square feet)	1,674 (square feet)		
Area 20				
Buffers – Zone 2	0 (square feet)	9,307 (square feet)		
Area 20				
Buffers – Zone 1	0 (square feet)	3,853 (square feet)		
Crossing 8				
Buffers – Zone 2	0 (square feet)	2,612 (square feet)		
Crossing 8				
Buffers – Zone 1	0 (square feet)	3,050 (square feet)		
Area 21				
Buffers – Zone 2	0 (square feet)	5,911 (square feet)		
Area 21				
Buffers – Zone 1	0 (square feet)	15,700 (square feet)		
Area 22				
Buffers – Zone 2	0 (square feet)	23,938 (square feet)		
Area 22				
Buffers – Zone 1	0 (square feet)	2,370 (square feet)		
Area 23				
Buffers – Zone 2	0 (square feet)	2,814 (square feet)		
Area 23				
Buffers – Zone 1	0 (square feet)	12,410 (square feet)		
Area 24				
Buffers – Zone 2	0 (square feet)	10,721 (square feet)		
Area 24				
Buffers – Zone 1	0 (square feet)	4,424 (square feet)		
S-2				
Buffers – Zone 2	0 (square feet)	3,872 (square feet)		
S-2				

Buffers – Zone 1	0 (square feet)	3,691 (square feet)	
Area 25			
Buffers – Zone 2	0 (square feet)	3,199 (square feet)	
Area 25			
Buffers – Zone 1	0 (square feet)	4,339 (square feet)	
Area 25A			
Buffers – Zone 2	0 (square feet)	0 (square feet)	
Area 25A			
Buffers – Zone 1	0 (square feet)	3,609 (square feet)	
Crossing 9			
Buffers – Zone 2	0 (square feet)	2,396 (square feet)	
Crossing 9			

1. Compensatory Mitigation Using a Mitigation Bank

Mitigation must be provided for the proposed impacts as specified in the table below. The Division has received an acceptance letter from the EBX Mitigation Bank to meet this mitigation requirement. Until the EBX Mitigation Bank receives and clears your payment, and proof of payment has been provided to this Office, no impacts specified in this Authorization Certificate shall occur. For accounting purposes, this Authorization Certificate authorizes payment to the EBX Mitigation Bank to meet the following compensatory mitigation requirement:

	Compensatory Mitigation Required	River and Sub-basin Number
Buffers	67,710 (square feet)	Neuse 03020201

2. No Waste, Spoil, Solids, or Fill of Any Kind

No waste, spoil, solids, or fill of any kind shall occur in wetlands, waters, or riparian areas beyond the footprint of the impacts depicted in the Pre-Construction Notification. All construction activities, including the design, installation, operation, and maintenance of sediment and erosion control Best Management Practices, shall be performed so that no violations of state water quality standards, statutes, or rules occur.

3. Protective Fencing

The outside buffer, wetland or water boundary and along the construction corridor within these boundaries approved under this authorization shall be clearly marked with orange warning fencing (or similar high visibility material) for the areas that have been approved to infringe within the buffer, wetland or water prior to any land disturbing activities to ensure compliance with 15 NCAC 02H .0500.

- 4. This approval is for the purpose and design described in your application. The plans and specifications for this project are incorporated by reference as part of the Certification and Buffer Authorization. If you change your project, you must notify the Division and you may be required to submit a new application package with the appropriate fee. If the property is sold, the new owner must be given a copy of this approval letter and General Certification and is responsible for complying with all conditions.
- 5. This approval and its conditions are final and binding unless contested.

This Certification and Buffer Authorization can be contested as provided in Articles 3 and 4 of General Statute 150B by filing a written petition for an administrative hearing to the Office of Administrative Hearings (hereby known as OAH). A petition form may be obtained from the OAH at http://www.ncoah.com/ or by calling the OAH Clerk's Office at (919) 431-3000 for information.

Within thirty (30) calendar days of receipt of this notice, a petition must be filed with the OAH. A petition is considered filed when the original and one (1) copy along with any applicable OAH filing fee is received in the OAH during normal office hours (Monday through Friday between 8:00am and 5:00pm, excluding official state holidays).

The petition may be faxed to the OAH at (919) 431-3100, provided the original and one copy of the petition along with any applicable OAH filing fee is received by the OAH within five (5) business days following the faxed transmission.

Mailing address for the OAH:

If sending by First Class Mail via the US Postal Service: Office of Administrative Hearings 6714 Mail Service Center Raleigh, NC 27699-6714 If sending via delivery service (e.g. UPS, FedEx): Office of Administrative Hearings 1711 New Hope Church Road Raleigh, NC 27609-6285

One (1) copy of the petition must also be served to DENR:

Lacy Presnell, General Counsel
Department of Environment and Natural Resources
1601 Mail Service Center
Raleigh, NC 27699-1601

Please send one (1) copy of the petition to DWR:

If sending by First Class Mail

If sending via delivery service

Crabtree Basin Wastewater System

DWR# 14-1077

401 AND BUFFER APPROVAL

Page 8 of 8

via the US Postal Service:

(e.g. UPS, FedEx):

Karen Higgins

Karen Higgins

NC DENR-DWR - 401 & Buffer

NC DENR-DWR - 401 & Buffer

Permitting Unit

Permitting Unit

1617 Mail Service Center

512 N. Salisbury Street

Raleigh, NC 27699-1617

Raleigh, NC 27604

This letter completes the review of the Division under section 401 of the Clean Water Act and the Neuse Riparian Buffer Rules as described in 15A NCAC 02B .0233 . Please contact Cherri Smith at 919-791-4251 or cherri.smith@ncdenr.gov if you have any questions or concerns.

Sincerely,

Danny Smith

Supervisor, Water Quality Regional Operations Section

Enclosure: GC 3884

cc: U.S. Army Corps of Engineers; Raleigh Regulatory Field Office; 3331 Heritage Trade

Drive, St. 105; Wake Forest, NC 27597

Sean Clark; SEPI Engineering & Construction; 1025 Wade Ave.; Raleigh, NC 27606

DWR RRO 401 Files

GENERAL CERTIFICATION FOR PROJECTS ELIGIBLE FOR U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT NUMBERS 12 (UTILITY LINE ACTIVITIES) AND 47 (PIPELINE SAFETY PROGRAM DESIGNATED TIME SENSITIVE INSPECTIONS AND REPAIRS), AND RIPARIAN AREA PROTECTION RULES (BUFFER RULES)

Water Quality Certification Number 3884 is issued in conformity with the requirements of Section 401, Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Division of Water Quality (DWQ) Regulations in 15A NCAC 02H .0500 and 15A NCAC 02B .0200 for the discharge of fill material to waters and wetland areas as described in 33 CFR 330 Appendix A (B) (12 and 47) of the Corps of Engineers regulations including any fill activity for utility line backfill and bedding, and for the Riparian Area Protection Rules (Buffer Rules) in 15A NCAC 02B .0200.

The State of North Carolina certifies that the specified category of activity will not violate applicable portions of Sections 301, 302, 303, 306 and 307 of the Public Laws 92-500 and 95-217 if conducted in accordance with the conditions hereinafter set forth.

Activities meeting any one (1) of the following thresholds or circumstances require written approval for a 401 Water Quality Certification from the Division of Water Quality (the "Division"):

a) Permanent impacts to any wetlands and/or waters, including streams; or

b) Any stream relocation; or

c) Impacts to any wetlands and/or waters if the maintenance corridor in a wetland or at a stream crossing is greater than 15 feet wide (except activities located in areas with Riparian Area Protection Rules when the maintenance corridor at stream crossing must be 10 feet wide or less). Gas pipelines may have a maintenance corridor wider than fifteen feet if mitigation is provided for these additional wetland fills.

d) Any impact associated with a Notice of Violation or an enforcement action for violation(s) of DWQ Wetland Rules (15A NCAC 02H .0500), Isolated Wetland Rules (15A NCAC 02H .1300), DWQ Surface Water or Wetland Standards, or Riparian Buffer Rules (15A NCAC

02B .0200); or

e) Any impacts to streams and/or buffers in the Neuse, Tar-Pamlico, or Catawba River Basins or in the Randleman, Jordan or Goose Creek Watersheds (or any other basin or watershed with Riparian Area Protection Rules [Buffer Rules] in effect at the time of application) unless the activities are listed as "EXEMPT" from these rules or a Buffer Authorization Certificate is issued through N.C. Division of Coastal Management (DCM) delegation for "ALLOWABLE" activities.

In accordance with North Carolina General Statute 143-215.3D(e), written approval for a 401 Water Quality General Certification must include the appropriate fee. If a project also requires a CAMA Permit, then one payment to both agencies shall be submitted and will be the higher of the two fees.

Activities included in this General Certification that do not meet one of the thresholds listed above do not require written approval from the Division as long as they comply with the Conditions of Certification listed below. If any of these Conditions cannot be met, then written approval from the Division is required.

Conditions of Certification:

No Impacts Beyond those Authorized in the Written Approval or Beyond the Threshold of Use
of this Certification

No waste, spoil, solids, or fill of any kind shall occur in wetlands, waters, or riparian areas beyond the footprint of the impacts depicted in the Pre-Construction Notification, as authorized in the written approval from the Division or beyond the thresholds established for use of this Certification without written authorization, including incidental impacts. All construction activities, including the design, installation, operation, and maintenance of sediment and erosion control Best Management Practices shall be performed so that no violations of state water quality standards, statutes, or rules occur. Approved plans and specifications for this project are incorporated by reference and are enforceable parts of this permit.

2. Standard Erosion and Sediment Control Practices

Erosion and sediment control practices must be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices and if applicable, comply with the specific conditions and requirements of the NPDES Construction Stormwater Permit issued to the site:

- a. Design, installation, operation, and maintenance of the sediment and erosion control measures must be such that they equal or exceed the requirements specified in the most recent version of the North Carolina Sediment and Erosion Control Manual. The devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) projects, including contractor-owned or leased borrow pits associated with the project.
- b. For borrow pit sites, the erosion and sediment control measures must be designed, installed, operated, and maintained in accordance with the most recent version of the North Carolina Surface Mining Manual.
- c. Reclamation measures and implementation must comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act and the Mining Act of 1971.
- d. Sufficient materials required for stabilization and/or repair of erosion control measures and stormwater routing and treatment shall be on site at all times.
- e. If the project occurs in waters or watersheds classified as Primary Nursery Areas (PNAs), SA, WS-I, WS-II, High Quality (HQW), or Outstanding Resource (ORW) waters, then the sedimentation and erosion control designs must comply with the requirements set forth in 15A NCAC 04B .0124, Design Standards in Sensitive Watersheds.
- 3. No Sediment and Erosion Control Measures in Wetlands or Waters

Sediment and erosion control measures shall not be placed in wetlands or waters. Exceptions to this condition require application submittal to and written approval by the Division. If placement of sediment and erosion control devices in wetlands and waters is unavoidable, then design and placement of temporary erosion control measures shall not be conducted in a manner that may result in dis-equilibrium of wetlands, stream beds, or banks, adjacent to or upstream and downstream of the above structures. All sediment and erosion control devices shall be removed and the natural grade restored within two (2) months of the date that the Division of Land Resources (DLR) or locally delegated program has released the specific area within the project.

4. Construction Stormwater Permit NCG010000

An NPDES Construction Stormwater Permit is required for construction projects that disturb one (1) or more acres of land. This Permit allows stormwater to be discharged during land disturbing construction activities as stipulated in the conditions of the permit. If your project is covered by this permit, full compliance with permit conditions including the erosion & sedimentation control plan, inspections and maintenance, self-monitoring, record keeping and reporting requirements is required. A copy of the general permit (NCG010000), inspection log sheets, and other information may be found at http://portal.ncdenr.org/web/wg/ws/su/npdessw#tab-w.

The North Carolina Department of Transportation (NCDOT) shall be required to be in full compliance with the conditions related to construction activities within the most recent version of their individual NPDES (NCS000250) stormwater permit.

5. Construction Moratoriums and Coordination

If activities must occur during periods of high biological activity (i.e. sea turtle nesting, fish spawning, or bird nesting), then biological monitoring may be required at the request of other state or federal agencies and coordinated with these activities.

All moratoriums on construction activities established by the NC Wildlife Resources Commission (WRC), US Fish and Wildlife Service (USFWS), NC Division of Marine Fisheries (DMF), or National Marine Fisheries Service (NMFS) to lessen impacts on trout, anadromous fish, larval/post-larval fishes and crustaceans, or other aquatic species of concern shall be implemented. Exceptions to this condition require written approval by the resource agency responsible for the given moratorium.

Work within the twenty-five (25) designated trout counties or identified state or federal endangered or threatened species habitat shall be coordinated with the appropriate WRC, USFWS, NMFS, and/or DMF personnel.

Work in the Dry

All work in or adjacent to stream waters shall be conducted so that the flowing stream does not come in contact with the disturbed area. Approved best management practices from the most current version of the NC Sediment and Erosion Control Manual, or the NC DOT Construction and Maintenance Activities Manual, such as sandbags, rock berms, cofferdams, and other diversion structures shall be used to minimize excavation in flowing water. Exceptions to this condition require application submittal to and written approval by the Division.

7. Riparian Area Protection (Buffer) Rule

Activities located in the protected riparian areas (whether jurisdictional wetlands or not), within the Neuse, Tar-Pamlico, or Catawba River Basins or in the Randleman, Jordan, or Goose Creek Watersheds (or any other basin or watershed with buffer rules) shall be limited to "uses" identified within and constructed in accordance with 15A NCAC 02B .0233, .0259, .0243, .0250, .0267 and .0605, and shall be located, designed, constructed, and maintained to have minimal disturbance to protect water quality to the maximum extent practicable through the use of best management practices. All buffer rule requirements, including diffuse flow requirements, must be met.

8. Compensatory Mitigation

In accordance with 15A NCAC 02H .0506 (h), compensatory mitigation may be required for losses of equal to or greater than 150 linear feet of streams (intermittent and perennial) and/or equal to or greater than one (1) acre of wetlands. For linear public transportation projects, impacts equal to or exceeding 150 linear feet per stream shall require mitigation.

Buffer mitigation may be required for any project with Buffer Rules in effect at the time of application for activities classified as "Allowable with Mitigation" or "Prohibited" within the Table of Uses.

A determination of buffer, wetland, and stream mitigation requirements shall be made for any General Water Quality Certification for this Nationwide and/or Regional General Permit. Design and monitoring protocols shall follow the US Army Corps of Engineers Wilmington District Stream Mitigation Guidelines (April 2003) or its subsequent updates. Compensatory mitigation plans shall be submitted to the Division for written approval as required in those protocols. The mitigation plan must be implemented and/or constructed before any impacts occur on site. Alternatively, the Division will accept payment into an in-lieu fee program or a mitigation bank. In these cases, proof of payment shall be provided to the Division before any impacts occur on site.

- 9. Relocated stream designs should include the same dimensions, patterns, and profiles as the existing channel (or a stable reference reach if the existing channel is unstable), to the maximum extent practical. The new channel should be constructed in the dry and water shall not be turned into the new channel until the banks are stabilized. Vegetation used for bank stabilization shall be limited to native woody species, and should include establishment of a 30-foot wide wooded and an adjacent 20-foot wide vegetated buffer on both sides of the relocated channel to the maximum extent practical. A transitional phase incorporating appropriate erosion control matting materials and seedling establishment is allowable, however matting that incorporates plastic mesh and/or plastic twine shall not be used in wetlands, riparian buffers or floodplains as recommended by the North Carolina Sediment and Erosion Control Manual. Rip-rap, A-Jacks, concrete, gabions or other hard structures may be allowed if it is necessary to maintain the physical integrity of the stream; however, the applicant must provide written justification and any calculations used to determine the extent of rip-rap coverage. Please note that if the stream relocation is conducted as a stream restoration as defined in the US Army Corps of Engineers Wilmington District, April 2003 Stream Mitigation Guidelines (or its subsequent updates), the restored length may be used as compensatory mitigation for the impacts resulting from the relocation.
- 10. For sewer lines, when the construction corridor is parallel to a stream, then the edge of the construction corridor shall not be closer than 10 feet from top of bank. For streams classified as WS (except WS-IV or WS-V), B, SA, ORW, HQW, or SB from normal high water (or tide elevation) and wetlands, the edge of the construction corridor shall not be closer than 50 feet to a stream; or 100 feet to private or public water supply sources or waters classified as WS-I waters or Class I or Class II impounded reservoirs used as a source of drinking water in accordance with 15A NCAC 02T .0305(f).

Utility lines within the Riparian Buffers shall be installed in accordance with the Table of uses in the most recent verision of the appropriate buffer rules.

Utility lines shall not cross a stream channel at other than a near-perpendicular direction (i.e., stream channel crossings shall not be at an angle of less than 75 degrees or more than 105 degrees to the stream bank).

11. Any wastewater line that crosses any stream shall be installed in accordance with the most recent version of the Gravity Sewer minimum Design Criteria or the most recent version of

the Minimum Design Criteria for the Fast-Track Permitting of Pump Stations and Force Main published on the Division of Water Quality's website. Exceptions to this condition require application submittal to, and written approval by, the Division.

- 12. If concrete is used during the construction, then all necessary measures shall be taken to prevent direct contact between uncured or curing concrete and waters of the state. Water that inadvertently contacts uncured concrete shall not be discharged to waters of the state due to the potential for elevated pH and possible aquatic life/ fish kills.
- 13. Any rip-rap required for proper culvert placement, stream stabilization, or restoration of temporarily disturbed areas shall be restricted to the the area directly impacted by approved construction activity. All rip-rap shall be buried and/or "keyed in" such that the original stream elevation and streambank contours are restored and maintained. Placement of rip-rap or other approved materials shall not result in de-stabilization of the stream bed or banks upstream or downstream of the area
- 14. Annual native species suitable for wet locations shall be planted and established within jurisdictional wetlands for soil and erosion control. Non-native perennials such as fescue are prohibited.
- 15. A one-time application of fertilizer to re-establish vegetation is allowed in disturbed areas including riparian buffers, but is restricted to no closer than 10 feet from top of bank of streams. Any fertilizer application must comply with all other Federal, State and Local regulations.
- 16. The construction corridor (including access roads, sediment and erosion control measures and stockpiling of materials) is limited to 40 feet (12.2 meters) in width in wetlands and across stream channels and must be minimized to the maximum extent practicable.
- 17. Permanent, maintained access corridors shall be restricted to the minimum width practicable and shall not exceed 15 feet in width except at manhole locations. A 15-foot by 15-foot perpendicular vehicle turnaround must be spaced at least 500 feet (152.4 meters) apart.
- 18. An anti-seep collar shall be placed at the downstream (utility line gradient) wetland boundary and every 150 feet (45.7 meters) up the gradient until the utility exits the wetland for buried utility lines. Anti-seep collars may be constructed with class B concrete, compacted clay, PVC pipe, or metal collars. Wetland crossings that are directionally drilled, and perpendicular wetland crossings that are open cut and less than 150 feet (45.7 meters) long do not require anti-seep collars. The compacted clay shall have a specific infiltration of 1 X 10- 5 cm/sec or less. A section and plan view diagram is attached for the anti-seep collars.

The following specifications shall apply to class B concrete:

- a) Minimum cement content, sacks per cubic yard with rounded course aggregate 5.0
- b) Minimum cement content, sacks per cubic yard with angular course aggregate 5.5
- c) Maximum water-cement ratio gallons per sack 6.8
- d) Slump range 2" to 4"
- e) Minimum strength 28 day psi 2,500
- The applicant shall have a specific plan for restoring wetland contours. Any excess material will be removed to a high ground disposal area.

The mixing of topsoil and subsoils within the wetlands along utility corridors shall be minimized to the greatest extent practical. During excavation, the soils shall be placed on fabric to minimize impacts whenever possible. Topsoil excavated from utility trenches will be

piled separately from subsoils and will be backfilled into the trench only after the subsoils have been placed and compacted.

Along utility corridors within wetlands, grub stumps only as needed to install the utility and cut remaining stumps off at grade level. The general stripping of topsoil within wetlands along the utility corridor is not permitted.

- 20. If an environmental document is required under the National or State Environmental Policy Act (NEPA or SEPA), then this General Certification is not valid until a Finding of No Significant Impact (FONSI) or Record of Decision (ROD) is issued by the State Clearinghouse.
- In the twenty (20) coastal counties, the appropriate DWQ Regional Office must be contacted to determine if Coastal Stormwater Regulations will be required.
- 22. This General Certification does not relieve the applicant of the responsibility to obtain all other required Federal, State, or Local approvals.
- 23. The applicant/permittee and their authorized agents shall conduct all activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act), and any other appropriate requirements of State and Federal Law. If the Division determines that such standards or laws are not being met, including failure to sustain a designated or achieved use, or that State or Federal law is being violated, or that further conditions are necessary to assure compliance, then the Division may reevaluate and modify this General Water Quality Certification.
- 24. When written authorization is required for use of this certification, upon completion of all permitted impacts included within the approval and any subsequent modifications, the applicant shall be required to return the certificate of completion attached to the approval. One copy of the certificate shall be sent to the DWQ Central Office in Raleigh at 1650 Mail Service Center, Raleigh, NC, 27699-1650.
- 25. Additional site-specific conditions, including monitoring and/or modeling requirements, may be added to the written approval letter for projects proposed under this Water Quality Certification in order to ensure compliance with all applicable water quality and effluent standards.
- 26. This certification grants permission to the director, an authorized representative of the Director, or DENR staff, upon the presentation of proper credentials, to enter the property during normal business hours.

This General Certification shall expire on the same day as the expiration date of the corresponding Nationwide and/or Regional General Permit. The conditions in effect on the date of issuance of Certification for a specific project shall remain in effect for the life of the project, regardless of the expiration date of this Certification.

Non-compliance with or violation of the conditions herein set forth by a specific project may result in revocation of this General Certification for the project and may also result in criminal and/or civil penalties.

The Director of the North Carolina Division of Water Quality may require submission of a formal application for Individual Certification for any project in this category of activity if it is determined that the project is likely to have a significant adverse effect upon water quality, including state or federally listed endangered or threatened aquatic species, or degrade the waters so that existing uses of the wetland or downstream waters are precluded.

Public hearings may be held for specific applications or group of applications prior to a Certification decision if deemed in the public's best interest by the Director of the North Carolina Division of Water Quality.

Effective date: March 19, 2012

DIVISION OF WATER QUALITY

Ву

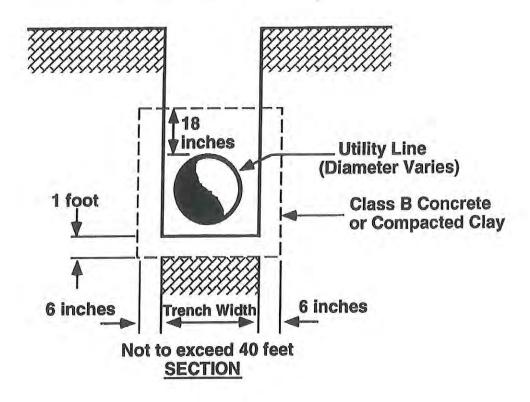
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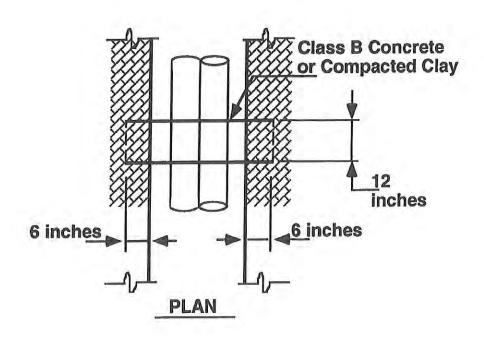
Charles Wakild, P.E.

Director

History Note: Water Quality Certification (WQC) Number 3884 issued March 19, 2012 replaces WQC Number 3819 issued March 19, 2010; WQC Number 3699 issued November 1, 2007; WQC Number 3625 issued March 19, 2007; WQC Number 3374 issued March 18, 2002; WQC Number 3288 issued June 1, 2000; WQC Number 3101 issued February 11, 1997; WQC Number 3022 issued September 6, 1995, WQC Number 2664 issued January 21, 1992. This General Certification is rescinded when the Corps of Engineers reauthorizes any of the corresponding Nationwide and/or Regional General Permits or when deemed appropriate by the Director of the Division of Water Quality.

ANTI-SEEP COLLAR









DONALD R. VAN DER VAART

Secretary

S. JAY ZIMMERMAN

Director

August 10, 2016

DWR #11-0567 v2 Wake County

http://portal.ncdenr.org/web/wq/aps Phone: (919) 791-4200

Fax: (919) 788-7159

City of Raleigh, Public Utilities Department Attn: Eileen M. Navarrete 1 Exchange Plaza, Ste. 620 Raleigh, NC 27602

Subject:

APPROVAL OF 401 WATER QUALITY CERTIFICATION WITH ADDITIONAL CONDITIONS
AUTHORIZATION CERTIFICATE PER THE NEUSE RIVER BASIN RIPARIAN BUFFER
PROTECTION RULES (15A NCAC 02B .0233) WITH ADDITIONAL CONDITIONS
Crabtree Basin Wastewater System Conveyance Improvements (Phase II)

Dear Ms. Navarrete:

You have our approval for the impacts listed below for the purpose described in your application dated July 20, 2016 and received by the Division of Water Resources (Division) on July 20, 2016. These impacts are covered by the attached Water Quality General Certification Number 3884 and the conditions listed below. This certification is associated with the use of Nationwide Permit Number 12 once it is issued to you by the U.S. Army Corps of Engineers. Please note that you should get any other federal, state or local permits before proceeding with your project, including those required by (but not limited to) Sediment and Erosion Control, Non-Discharge, and Water Supply Watershed regulations. This 401 Water Quality Certification and Authorization Certificate are for additional impacts associated with DWR #14-1077 Crabtree Basin Wastewater System Conveyance Improvements Phase II.

This approval requires you to follow the conditions listed in the enclosed certification and the following additional conditions:

 The following impacts are hereby approved provided that all of the other specific and general conditions of the Certification and Buffer Rules are met. No other impacts are approved, including incidental impacts. [15A NCAC 02B .0506(b)(c) and 15A NCAC 02B .0233(8)]

Type of Impact	Amount Approved (units) Permanent	Amount Approved (units) Temporary		
Stream	0 (linear feet)	60 (linear feet)		
Sewer crossing				
Buffers – Zone 1	0 (square feet)	1,958 (square feet)		
Sewer crossing (B2)				
Buffers – Zone 2	0 (square feet)	892 (square feet)		
Sewer crossing (B2)				

2. No Waste, Spoil, Solids, or Fill of Any Kind

No waste, spoil, solids, or fill of any kind shall occur in wetlands, waters, or riparian areas beyond the footprint of the impacts depicted in the Pre-Construction Notification. All construction activities, including the design, installation, operation, and maintenance of sediment and erosion control Best Management Practices, shall be performed so that no violations of state water quality standards, statutes, or rules occur. [15A NCAC 02H .0501 and .0502]

3. Protective Fencing

The outside buffer, wetland or water boundary and along the construction corridor within these boundaries approved under this authorization shall be clearly marked with orange warning fencing (or similar high visibility material) for the areas that have been approved to infringe within the buffer, wetland or water prior to any land disturbing activities to ensure compliance with 15 NCAC 02H .0500. [15A NCAC 02H .0506 (b)(2) and (c)(2) and 15A NCAC 02H .0507 (c)]

- 4. This approval is for the purpose and design described in your application. The plans and specifications for this project are incorporated by reference as part of the Certification and Buffer Authorization. If you change your project, you must notify the Division and you may be required to submit a new application package with the appropriate fee. If the property is sold, the new owner must be given a copy of this approval letter and General Certification and is responsible for complying with all conditions. [15A NCAC 02B .0507(d)(2)]
- 5. This approval and its conditions are final and binding unless contested. [G.S. 143-215.5]

This Certification and Buffer Authorization can be contested as provided in Articles 3 and 4 of General Statute 150B by filing a written petition for an administrative hearing to the Office of Administrative Hearings (hereby known as OAH). A petition form may be obtained from the OAH at http://www.ncoah.com/ or by calling the OAH Clerk's Office at (919) 431-3000 for

information.

Within thirty (30) calendar days of receipt of this notice, a petition must be filed with the OAH. A petition is considered filed when the original and one (1) copy along with any applicable OAH filing fee is received in the OAH during normal office hours (Monday through Friday between 8:00am and 5:00pm, excluding official state holidays).

The petition may be faxed to the OAH at (919) 431-3100, provided the original and one copy of the petition along with any applicable OAH filing fee is received by the OAH within five (5) business days following the faxed transmission. Mailing address for the OAH:

If sending by First Class Mail via the US Postal Service:

If sending via delivery service

(e.g. UPS, FedEx):

Office of Administrative Hearings 6714 Mail Service Center Raleigh, NC 27699-6714

Office of Administrative Hearings 1711 New Hope Church Road Raleigh, NC 27609-6285

One (1) copy of the petition must also be served to DENR:

Sam Hayes, General Counsel Department of Environment and Natural Resources 1601 Mail Service Center Raleigh, NC 27699-1601

Please send one (1) copy of the petition to DWR:

If sending by First Class Mail via the US Postal Service:

If sending via delivery service

(e.g. UPS, FedEx):

Karen Higgins

Karen Higgins

NC DENR-DWR - 401 & Buffer

NC DENR-DWR - 401 & Buffer

Permitting Unit

Permitting Unit

1617 Mail Service Center

512 N. Salisbury Street

Raleigh, NC 27699-1617

Raleigh, NC 27604

This letter completes the review of the Division under section 401 of the Clean Water Act and the Neuse Riparian Buffer Rules as described in 15A NCAC 02B .0233. Please contact Cherri Smith at 919-791-4251 or cherri.smith@ncdenr.gov if you have any questions or concerns.

Crabtree Basin WW System Conveyance Improvements (Phase II)

DWR #11-0567 v2

401 AND BUFFER APPROVAL

Page 4 of 4

Danny Smith

Supervisor, Water Quality Regional Operations Section

Enclosure:

GC 3884

cc:

U.S. Army Corps of Engineers; Raleigh Regulatory Field Office; 3331 Heritage Trade Dr.,

Ste. 105; Wake Forest, NC 27597

Kim Hamlin; SEPI Engineering & Construction; 1025 Wade Ave.; Raleigh, NC 27606

DWR RRO 401/Riparian Buffer file DWR 401 & Buffer Permitting Unit

U.S. ARMY CORPS OF ENGINEERS

WILMINGTON DISTRICT

Action Id. SAW-2014-02049 County: Wake U.S.G.S. Quad: NC-RALEIGH EAST

GENERAL PERMIT (REGIONAL AND NATIONWIDE) VERIFICATION

p	P	m	n	it	te	e:

City of Raleigh Public Utilities Department

Eileen Navarrete

Address:

1 Exchange Plaza, Suite 620

Raleigh, North Carolina, 27602

Telephone Number:

919-996-4540

Size (acres)

USGS HUC

90

03020201

Nearest Town Raleigh

Nearest Waterway

Beaverdam Creek

River Basin

Neuse Latitude: 35.8256

Coordinates

Longitude: -78.6428

Location description: The project area begins at northwest corner of the intersection of Hodges Street and Atlantic Avenue, follows Crabtree Creek northwest for approximately 3.5 miles, and terminates at an existing sewer line in the vicinity of Generation Drive.

Description of projects area and activity: This verification authorizes the placement of fill material in 0.28 acres of wetlands and 867 linear feet of stream to facilitate the construction of a sewer line.

Applicable Law:

Section 404 (Clean Water Act, 33 USC 1344)

Section 10 (Rivers and Harbors Act, 33 USC 403)

Authorization:

Nationwide Permit Number: 12 Utility Line Activities

Summary of Authorized Impacts and Required Mitigation

Sull	imary o	1 Aumoriz	eu impacis	s and Negu	ireu minga	HUII		
	Open Water (ac)		Wetland (sqft)		Stream (If)		n (lf)	
Impact ID#	NWP #	Temporary	Permanent	Temporary In Existing ROW	Permanent ROW Conversion	Temp	oorary	Permaner
W-7 and S-7	12			2154		6	1	
Crabtree Creek 6	12					6	2	
Crabtree Creek 7, W-C	12			31	287	6	0	
W-44B	12			559	139			
Crabtree Creek 8	12					6	2	
W-44	12			531	770			
S-5	12					91		
W-2, W-3, W-4. S-2	12			3267	4502	71		
Crabtree Creek 9	12					6	0	
Crabtree Creek 5	12					6	0	
S-8	12					7	2	
Crabtree Creek 4	12					6	0	
Crabtree Creek 3	12					6	0	
S-11	12			pi.		67		
S-12	12					8	1	
Impact Totals		0	0	0.149 ac	0.13 ac	86'	7 lf	0
Required Wetland Mitigation (ac) 0.13		Bank		Required S	tream Mitiga (If)	ation	None	·

SEE ATTACHED NWP GENERAL AND REGIONAL CONDITIONS

Your work is authorized by the above referenced permit provided it is accomplished in strict accordance with the enclosed Conditions, your application signed and dated October 8, 2014, and the enclosed plans Exhibits 23-52 dated September 16, 2010. Any violation of the attached conditions or deviation from your submitted plans may subject the permittee to a stop work order, a restoration order, a Class I administrative penalty, and/or appropriate legal action.

SAW-2014-02049

This verification will remain valid until the expiration date identified below unless the nationwide authorization is modified, suspended or revoked. If, prior to the expiration date identified below, the nationwide permit authorization is reissued and/or modified, this verification will remain valid until the expiration date identified below, provided it complies with all requirements of the modified nationwide permit. If the nationwide permit authorization expires or is suspended, revoked, or is modified, such that the activity would no longer comply with the terms and conditions of the nationwide permit, activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon the nationwide permit, will remain authorized provided the activity is completed within twelve months of the date of the nationwide permit's expiration, modification or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend or revoke the authorization.

Activities subject to Section 404 (as indicated above) may also require an individual Section 401 Water Quality Certification. You should contact the NC Division of Water Quality (telephone 919-807-6300) to determine Section 401 requirements.

For activities occurring within the twenty coastal counties subject to regulation under the Coastal Area Management Act (CAMA), prior to beginning work you must contact the N.C. Division of Coastal Management in Morehead City, NC, at (252) 808-2808.

This Department of the Army verification does not relieve the permittee of the responsibility to obtain any other required Federal, State or local approvals/permits.

If there are any questions regarding this verification, any of the conditions of the Permit, or the Corps of Engineers regulatory program, please contact David Shaeffer at 919-554-4884 X31 or David.L.Shaeffer@usace.army.mil.

Corps Regulatory Official:

Date: 11/12/2014

Expiration Date of Verification: 03/18/2017

Determination of Jurisdiction:	
A. Based on preliminary information, there appear to be waters of the US including wetlands within the above described project area. This preliminary determination is not an appealable action under the Regulatory Program Administrative Appeal Process (Reference 33 CFR Part 331). See preliminary jurisdictional determination form dated 11/12/2014.	at
B. There are Navigable Waters of the United States within the above described project area subject to the permit requirements Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act. Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.	of
C. There are waters of the US and/or wetlands within the above described project area subject to the permit requirements of Section 404 of the Clean Water Act (CWA)(33 USC § 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.	
D. The jurisdictional areas within the above described project area have been identified under a previous action. Please referen jurisdictional determination issued . Action ID: SAW	ce
Basis For Determination: Based on the delineation report submitted by the applicant, the site appears to exhibite criteria for waters of the U.S. as defined in 33 CFR 328.3, the 1987 Wetland Delineation Manual, the Regional Supplement to the 1987 Manual: Eastern Mountains and Piedmont v2.0, Regulatory Guidance Letter 05-05, and the Jurisdictional Determination Form Instructional Guidebook (i.e. Rapanos Guidance).	
Remarks: None.	
E. Attention USDA Program Participants	
This delineation/determination has been conducted to identify the limits of Corps' Clean Water Act jurisdiction for the particular sit identified in this request. The delineation/determination may not be valid for the wetland conservation provisions of the Food Secur Act of 1985. If you or your tenant are USDA Program participants, or anticipate participation in USDA programs, you should reque a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.	ity
F. Appeals Information (This information applies only to approved jurisdictional determinations as indicated in B and above).	C
This correspondence constitutes an approved jurisdictional determination for the above described site. If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and request for appeal (RFA) form. If you request to appeal this determination you must submit a completed RFA form to the following address:	

US Army Corps of Engineers South Atlantic Division Attn: Jason Steele, Review Officer 60 Forsyth Street SW, Room 10M15 Atlanta, Georgia 30303-8801 Phone: (404) 562-5137

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by NO.

**It is not necessary to submit an RFA form to the Division Office if you do not object to the determination in this correspondence. **

Corps Regulatory Official:

David Shaeffer

Date of JD: 11/12/2014

SAW-2014-02049

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete our customer Satisfaction Survey online at http://regulatory.usacesurvey.com/.

Copy furnished:

Agent:

SEPI Engineering

Sean Clark

Address:

1025 Wade Avenue

Raleigh, North Carolina, 27606

Telephone Number:

919-573-9931

SPECIAL CONDITIONS

a. In order to compensate for impacts associated with this permit, mitigation shall be provided in accordance with the provisions outlined on the most recent version of the attached Compensatory Mitigation Responsibility Transfer Form. The requirements of this form, including any special conditions listed on this form, are hereby incorporated as special conditions of this permit authorization."

Permittee:	City of Raleigh Public Utilities Department Eileen Navarrete
Project Name: (Phase II)	City of Raleigh, Crabtree Basin Wasterwater System Conveyance Improvements
Date Verification	Issued: <u>11/12/2014</u>
Project Manager:	<u>David Shaeffer</u>
	of the activity authorized by this permit and any mitigation required by the permit, ion and return it to the following address:
	US ARMY CORPS OF ENGINEERS WILMINGTON DISTRICT Attn: David Shaeffer
Engineers represe result in the Corp	our permitted activity is subject to a compliance inspection by a U.S. Army Corps of entative. Failure to comply with any terms or conditions of this authorization may suspending, modifying or revoking the authorization and/or issuing a Class I nalty, or initiating other appropriate legal action.
accordance with t	at the work authorized by the above referenced permit has been completed in he terms and condition of the said permit, and required mitigation was completed in he permit conditions.
Signature of Pern	nittee Date

County: Wake

Action ID Number: SAW-2014-02049

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL File Number: SAW-2014-02049 Date: 11/12/2014 Applicant: City of Raleigh Public Utilities Department Eileen Navarrete See Section below Attached is: INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission) A PROFFERED PERMIT (Standard Permit or Letter of permission) В C PERMIT DENIAL D APPROVED JURISDICTIONAL DETERMINATION

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at or http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits.aspx or the Corps regulations at 33 CFR Part 331.

E

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

PRELIMINARY JURISDICTIONAL DETERMINATION

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final
 authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your
 signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all
 rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the
 permit.
- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final
 authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your
 signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all
 rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the
 permit.
- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein,
 you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of
 this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days
 of the date of this notice.
- C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers
 Administrative Appeal Process by completing Section II of this form and sending the form to the district engineer. This form
 must be received by the division engineer within 60 days of the date of this notice.

preliminary JD. The Preliminary JD is not appealable. If y	ATION: You do not need to respond to the Corps regarding the rou wish, you may request an approved JD (which may be appealed), to you may provide new information for further consideration by the
SECTION II - REQUEST FOR APPEAL or OBJECTIONS	S TO AN INITIAL PROFFERED PERMIT
	your reasons for appealing the decision or your objections to an initial ch additional information to this form to clarify where your reasons or
record of the appeal conference or meeting, and any suppler clarify the administrative record. Neither the appellant nor	a review of the administrative record, the Corps memorandum for the mental information that the review officer has determined is needed to the Corps may add new information or analyses to the record. The location of information that is already in the administrative
POINT OF CONTACT FOR QUESTIONS OR INFORMA	TION:
If you have questions regarding this decision and/or the appeal process you may contact: District Engineer, Wilmington Regulatory Division, Attn: David Shaeffer, 3331 Heritage Trade Drive, Suite 105, Wake Forest, North Carolina 27587	If you only have questions regarding the appeal process you may also contact: Mr. Jason Steele, Administrative Appeal Review Officer CESAD-PDO U.S. Army Corps of Engineers, South Atlantic Division 60 Forsyth Street, Room 10M15 Atlanta, Georgia 30303-8801 Phone: (404) 562-5137
	of entry to Corps of Engineers personnel, and any government ing the course of the appeal process. You will be provided a 15 day

For appeals on Initial Proffered Permits send this form to:

Signature of appellant or agent.

District Engineer, Wilmington Regulatory Division, Attn: David Shaeffer, 69 Darlington Avenue, Wilmington, North Carolina 28403

Date:

Telephone number:

For Permit denials, Proffered Permits and approved Jurisdictional Determinations send this form to:

notice of any site investigation, and will have the opportunity to participate in all site investigations.

Division Engineer, Commander, U.S. Army Engineer Division, South Atlantic, Attn: Mr. Jason Steele, Administrative Appeal Officer, CESAD-PDO, 60 Forsyth Street, Room 10M15, Atlanta, Georgia 30303-8801 Phone: (404) 562-5137

ATTACHMENT A PRELIMINARY JURISDICTIONAL DETERMINATION FORM

BACKGROUND INFORMATION

A.	REPORT COMPLETION DATE FOR PRELIMINARY JURISDICTIONAL DETERMINATION (JD): November 12, 2014
В.	NAME AND ADDRESS OF PERSON REQUESTING PRELIMINARY JD: Philip Beach - (SEPI Engineering, Inc.)
	1025 Wade Ave, Raleigh NC 27605
С.	DISTRICT OFFICE, FILE NAME, AND NUMBER: Raleigh Field Office, Wilmington District, Crabiree Basin Wasterwater System Conveyance Improvements (Phase II), SAW-2014-02049
Э,	PROJECT LOCATION(S) AND BACKGROUND INFORMATION: Atlantic Ave to Generation Dr in Raleigh, NC adjacent to Crabtree Creek
USE	THE ATTACHED TABLE TO DOCUMENT MULTIPLE WATERBODIES AT DIFFERENT (S)
5	State: NC County/parish/borough: Wake City: Raleigh
	Center coordinates of site (lat/long in degree decimal format): _at35.8133 °N; Long78.6184 °W.
ι	Universal Transverse Mercator:
١	Name of nearest waterbody: Crabtree Creek
J	dentify (estimate) amount of waters in the review area: Non-wetland waters: See attached table linear feet: 2-30 width (ft) and/or acres
	Cowardin Class: See attached table
	Stream Flow: Intermittent to perennial
	Wetlands: See attached table acres.
	Cowardin Class: See attached Table
	Name of any water bodies on the site that have been identified as Section 10 vaters: Tidal: None.
	Non-Tidal: None.

- 1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.
- 2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions: (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable.

Table 1. Waterbody Feature Information

Site Number (Feature ID on Map)	Latitude	Longitude	Cowardin Class	Estimated amount of aquatic resource in review area (Acres and / or Feet)	Class of aquatic resource
44B	35.8282	-78.6532	PFOLA	0.02	Non-Section 10: Wetland
C	35.8283	-78.6510	PFOLA	0.1	Non-Section 10: Wetland
WI	35.8377	-78.6638	PFO1A	0.05	Non-Section 10; Wetland
Wll	35.8135	-78.6206	PFO1A	いんかんつ	
W2	35.8365	-78.6621	PFOLA	0.24	Non-Section 10: Wetland
w3	35.8363	-78.6621	PFOLA	0.001	Non-Section 10; Wetland
W4	35.8359	-78.6617	PFOLA	0.1	
W44	35.8298	-78.6554	PFOLA	0.11	Non-Section 10; Wetland
W8	35.8264	-78.6489	PFOLA	0.1	
W8.1	35.8263	-78.6484	PFOLA	0.13	Non-Section 10; Wetland
W9	35.8220	-78.6427	PFO1/4A	0.03	Non-Section 10; Wetland
W9.1	35.8226	-78.6438	PFO1/4A	0,25	
S 1	35.8379	-78.6618	R2UB1	230	Non-Section 10; Non-Wetland
	35,8184	-78.6290	R2UB1	414	Non-Section 10; Non-Wetland
S 11	35.8179	-78.6316	R2UB1	467	Non-Section 10; Non-Wetland
S 12	35.8172	-78.6291	R2UB1	243	Non-Section 10; Non-Wetland
s 2	35.8362	-78.6623	R4UB2	248	Non-Section 10; Non-Wetland
\$ 26	35.8392	-78.6639	R2UB1		Non-Section 10; Non-Wetland
S 27	35.8242	-78.6487	R2UB1		Non-Section 10; Non-Wetland
s 28	35.8230	-78.6466	R2UB1		Non-Section 10; Non-Wetland
s 29	35.8211	-78.6391	R2UB1		Non-Section 10; Non-Wetland
	35.8330	-78.6579	R2UB1	192	Non-Section 10; Non-Wetland
	35.8135	-78.6211	R2UB1		Non-Section 10; Non-Wetland
to Un	35.8329	-78.6572	R4UB2		Non-Section 10; Non-Wetland
ഗ	35.8285	-78.6557	R2UB1	180	Non-Section 10; Non-Wetland
S 7	35.8252	-78.6471	R2UB1	335	Non-Section 10; Non-Wetland
CO.	35.8223	-78.6437	R2UB1	485	Non-Section 10; Non-Wetland

Wetland W7 - 2154 square feet - 35.82525, -78.6466 Crabtree Creek - 3.56 miles

U.S. ARMY CORPS OF ENGINEERS

Wilmington District

Compensatory Mitigation Responsibility Transfer Form

Permittee: Eileen Navarrete, City of Raleigh

Project Name: Crabtree Basin Wasterwater System Conveyance Improvements (Phase II)

County: Wake

Instructions to Permittee: The Permittee must provide a copy of this form to the Mitigation Sponsor, either an approved Mitigation Bank or the North Carolina Ecosystem Enhancement Program (NCEEP), who will then sign the form to verify the transfer of the mitigation responsibility. Once the Sponsor has signed this form, it is the Permittee's responsibility to ensure that to the U.S. Army Corps of Engineers (USACE) Project Manager identified on page two is in receipt of a signed copy of this form before conducting authorized impacts, unless otherwise specified below. If more than one mitigation Sponsor will be used to provide the mitigation associated with the permit, or if the impacts and/or the mitigation will occur in more than one 8-digit Hydrologic Unit Code (HUC), multiple forms will be attached to the permit, and the separate forms for each Sponsor and/or HUC must be provided to the appropriate mitigation Sponsors.

Instructions to Sponsor: The Sponsor must verify that the mitigation requirements (credits) shown below are available at the identified site. By signing below, the Sponsor is accepting full responsibility for the identified mitigation, regardless of whether or not they have received payment from the Permittee. Once the form is signed, the Sponsor must update the bank ledger and provide a copy of the signed form and the updated bank ledger to the Permittee, the USACE Project Manager, and the Wilmington District Mitigation Office (see contact information on page 2). The Sponsor must also comply with all reporting requirements established in their authorizing instrument.

Permitted Impacts and Compensatory Mitigation Requirements:

Permitted Impacts Requiring Mitigation*

8-digit HUC and Basin: 03020201, Neuse River Basin

Stream	n Impacts (linea	r feet)		Wetland Impacts (a	cres)	
Warm	Cool	Cold	Riparian Riverine	Riparian Non-Riverine	Non-Riparian	Coastal
			0.13			

^{*}If more than one mitigation sponsor will be used for the permit, only include impacts to be mitigated by this sponsor.

Compensatory Mitigation Requirements: 8

8-digit HUC and Basin: 03020201, Neuse River Basin

Stream	Mitigation (cred	lits)		Wetland Mitigation (credits)	
Warm	Cool	Cold	Riparian Riverine	Riparian Non-Riverine	Non-Riparian	Coastal
			0.13			

Mitigation Site Debited: EBX Neu-con Cox II Site

(List the name of the bank to be debited. For umbrella banks, also list the specific site. For NCEEP, list NCEEP. If the NCEEP acceptance letter identifies a specific site, also list the specific site to be debited).

Section to be completed by the Mitigation Sponsor

Statement of Mitigation Liability Acceptance: I, the undersigned, verify that I am authorized to approve mitigation transactions for the Mitigation Sponsor shown below, and I certify that the Sponsor agrees to accept full responsibility for providing the mitigation identified in this document (see the table above), associated with the USACE Permittee and Action ID number shown. I also verify that released credits (and/or advance credits for NCEEP), as approved by the USACE, are currently available at the mitigation site identified above. Further, I understand that if the Sponsor fails to provide the required compensatory mitigation, the USACE Wilmington District Engineer may pursue measures against the Sponsor to ensure compliance associated with the mitigation requirements.

Mitigation Sponsor Name:		
Name of Sponsor's Authorized Representative:		_
Signature of Sponsor's Authorized Representative	Date of Signature	

USACE Wilmington District Compensatory Mitigation Responsibility Transfer Form, Page 2

Conditions for Transfer of Compensatory Mitigation Credit:

- Once this document has been signed by the Mitigation Sponsor and the USACE is in receipt of the signed form, the
 Permittee is no longer responsible for providing the mitigation identified in this form, though the Permittee remains
 responsible for any other mitigation requirements stated in the permit conditions.
- Construction within jurisdictional areas authorized by the permit identified on page one of this form can begin only after the USACE is in receipt of a copy of this document signed by the Sponsor, confirming that the Sponsor has accepted responsibility for providing the mitigation requirements listed herein. For authorized impacts conducted by the North Carolina Department of Transportation (NCDOT), construction within jurisdictional areas may proceed upon permit issuance; however, a copy of this form signed by the Sponsor must be provided to the USACE within 30 days of permit issuance. NCDOT remains fully responsible for the mitigation until the USACE has received this form, confirming that the Sponsor has accepted responsibility for providing the mitigation requirements listed herein.
- Signed copies of this document must be retained by the Permittee, Mitigation Sponsor, and in the USACE
 administrative records for both the permit and the Bank/ILF Instrument. It is the Permittee's responsibility to ensure
 that the USACE Project Manager (address below) is provided with a signed copy of this form.
- If changes are proposed to the type, amount, or location of mitigation after this form has been signed and returned to
 the USACE, the Sponsor must obtain case-by-case approval from the USACE Project Manager and/or North Carolina
 Interagency Review Team (NCIRT). If approved, higher mitigation ratios may be applied, as per current District
 guidance and a new version of this form must be completed and included in the USACE administrative records for both
 the permit and the Bank/ILF Instrument.

Comments/Additional Conditions: Compensatory mitigation will be provided for the above reference project through the purchase of the appropriate credits as listed above from the EBX Neu-con Cox II Site. A letter from EBX dated October 8, 2014 confirming that EBX is willing and able to accept the applicants compensatory mitigation responsibility was included with the preconstruction notification.

This form is not valid unless signed below by the USACE Project Manager and by the Mitigation Sponsor on Page 1. Once signed, the Sponsor should provide copies of this form along with an updated bank ledger to: 1) the Permittee, 2) the USACE Project Manager at the address below, and 3) the Wilmington District Mitigation Office, Attn: Todd Tugwell, 11405 Falls of Neuse Road, Wake Forest, NC 27587 (email: todd.tugwell@usace.army.mil). Questions regarding this form or any of the permit conditions may be directed to the USACE Project Manager below.

USACE Project Manager: David Shaeffer

USACE Field Office: Raleigh Regulatory Field Office

US Army Corps of Engineers

3331 Heritage Trade Drive, Suite 105 Wake Forest, North Carolina 27587

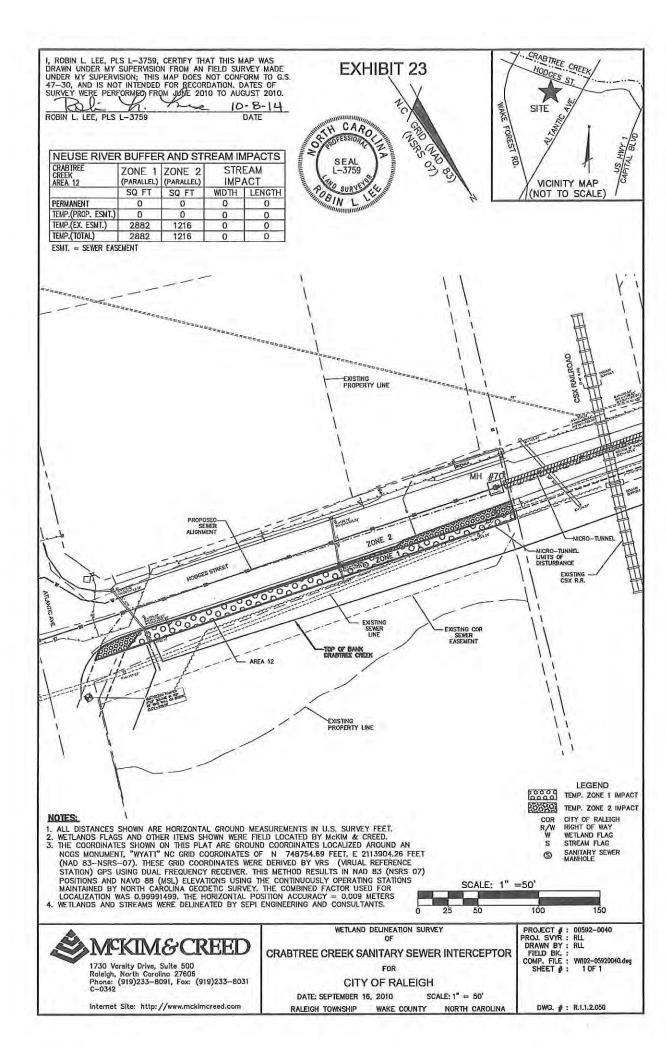
Email:

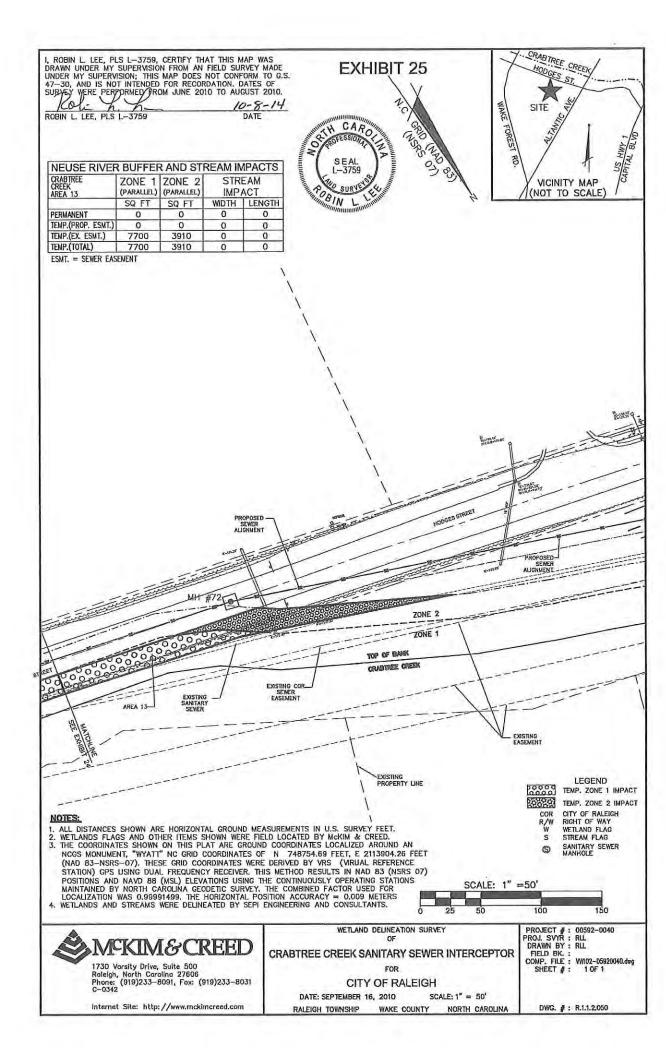
USACE Project Manager Signature

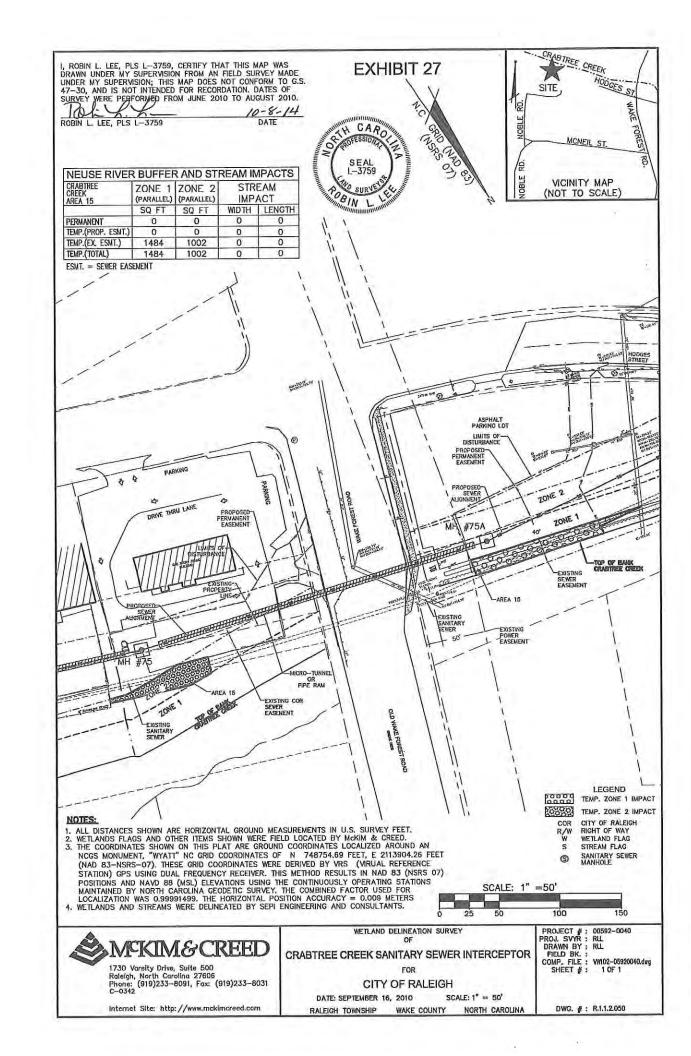
November 12, 2014

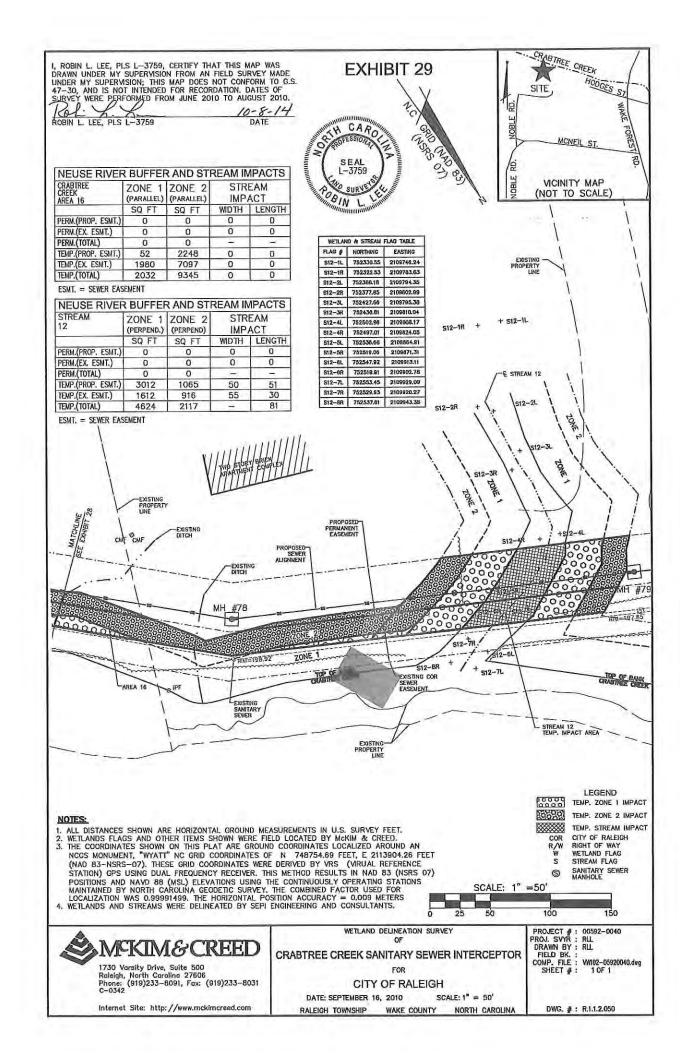
Date of Signature

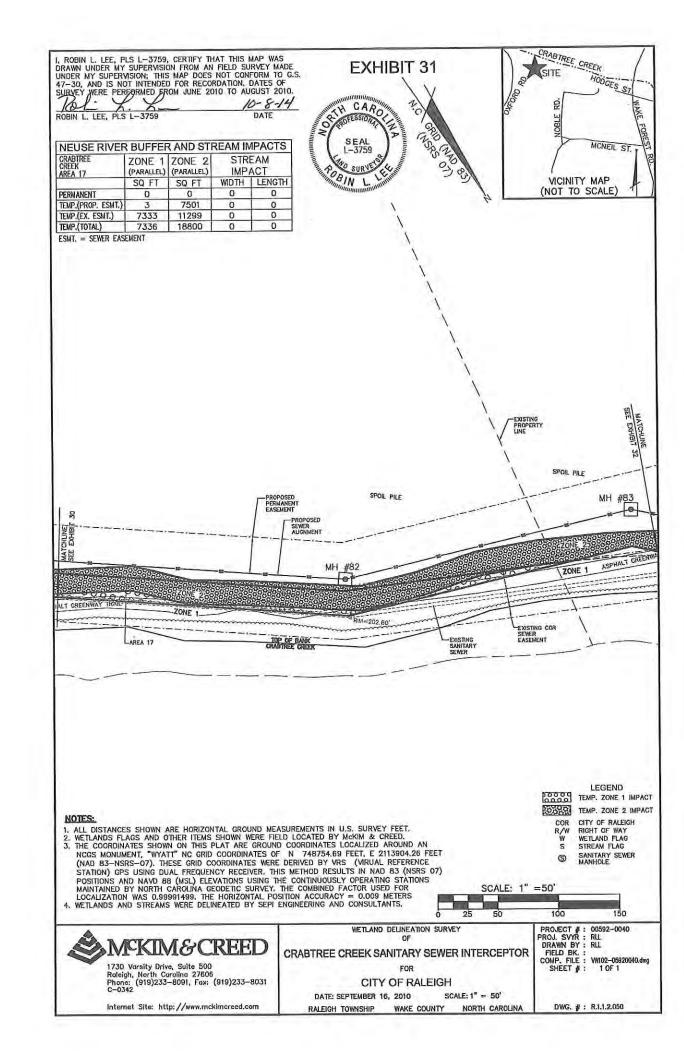
Current Wilmington District mitigation guidance, including information on mitigation ratios, functional assessments, and mitigation bank location and availability, and credit classifications (including stream temperature and wetland groupings) is available at http://ribits.usace.army.mil.

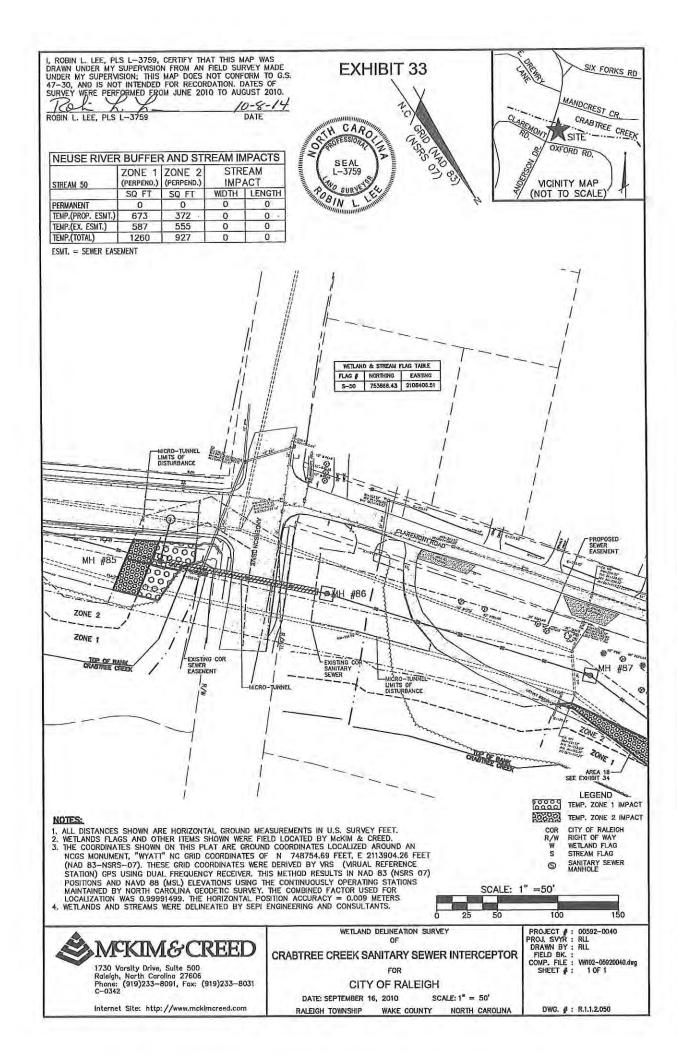


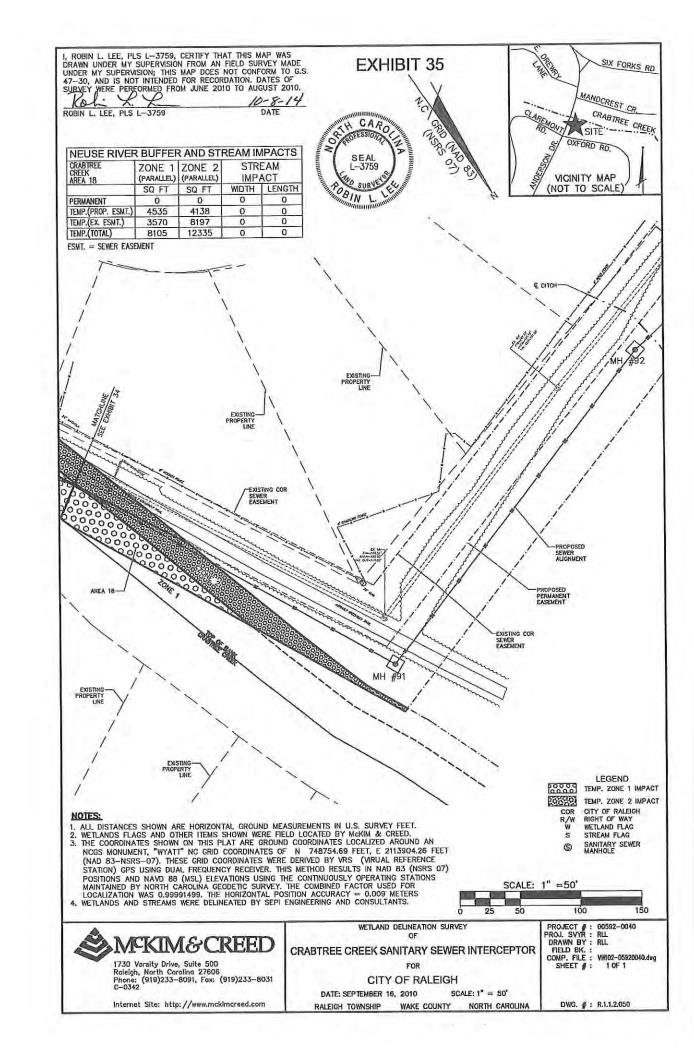


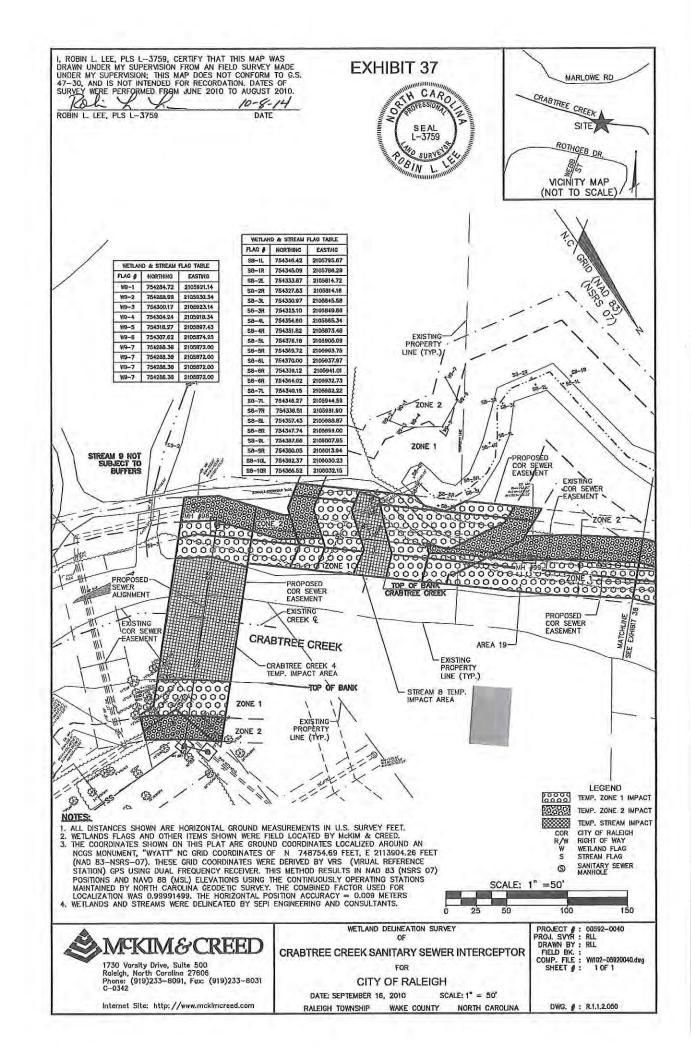


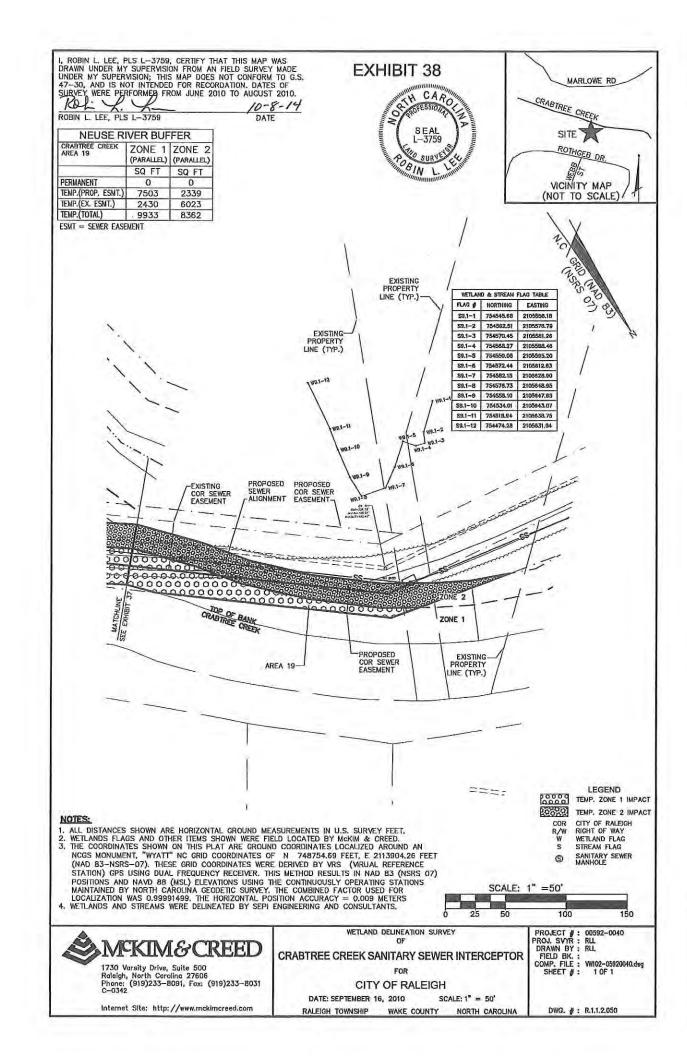


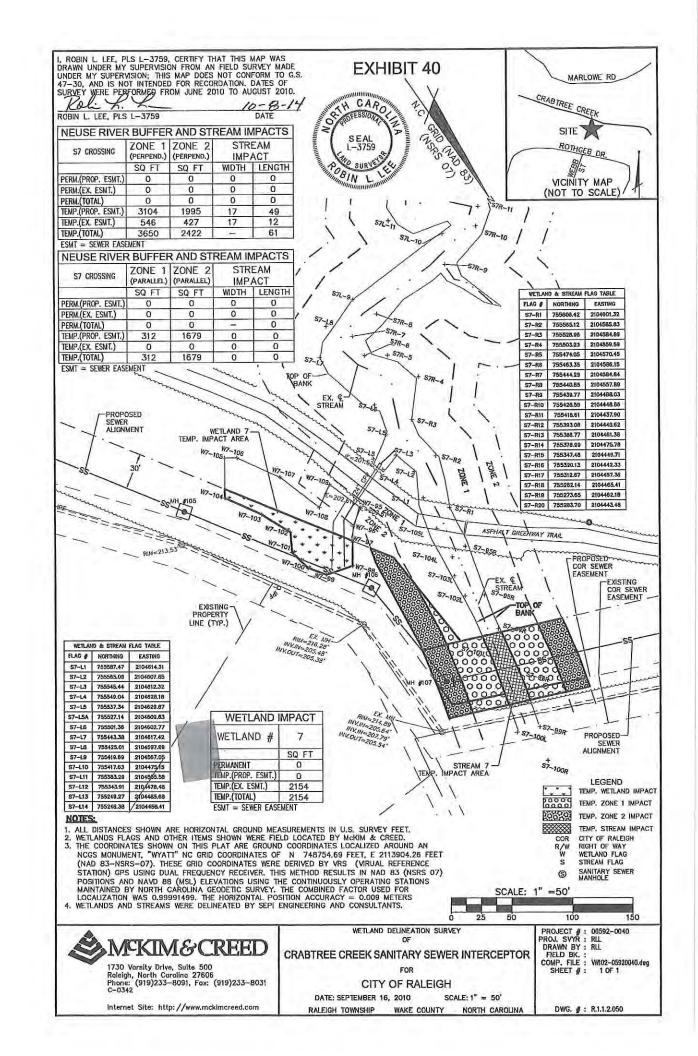












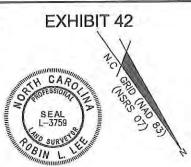
I, ROBIN L. LEE, PLS L-3759, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN FIELD SURVEY MADE UNDER MY SUPERVISION; THIS MAP DOES NOT CONFORM TO G.S. 47-30, AND IS NOT INTENDED FOR RECORDATION. DATES OF SURVEY WERE PERFORMED FROM JUNE 2010 TO AUGUST 2010.

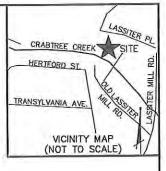
ROBIN L. LEE, PLS L-3759

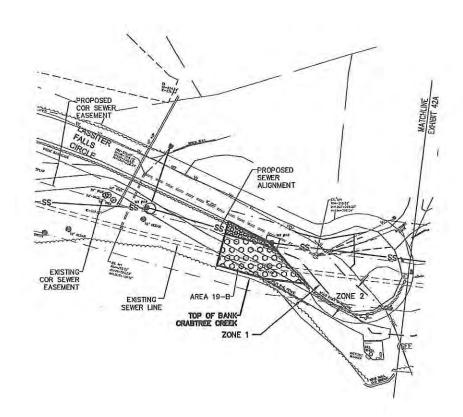
DATE

CRABTREE CREEK AREA 198	ZONE 1 (PARALLEL)	ZONE 2 (PARALLEL)		TREE IMPACT
	SQ FT	SQ FT	WIDTH	LENGTH
PERM.(PROP. ESMT.)	0	0	0	0
PERM.(EX. ESMT.)	0	0	0	0
PERM.(TOTAL)	0	0	0	0
TEMP.(PROP. ESMT.)	0	0	0	0
TEMP.(EX. ESMT.)	1556	470	0	0
TEMP.(TOTAL)	1556	470	0	0

ESMT = SEWER EASEMENT







LEGEND

SANITARY SEWER

TEMP. ZONE 1 IMPACT

TEMP. ZONE 2 IMPACT CITY OF RALEIGH RIGHT OF WAY WETLAND FLAG STREAM FLAG

NOTES:

AUL DISTANCES SHOWN ARE HORIZONTAL GROUND MEASUREMENTS IN U.S. SURVEY FEET.

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND MEASUREMENTS IN U.S. SURVEY FEET.

WE'TLANDS FLAGS AND OTHER ITEMS SHOWN WERE FIELD LOCATED BY McKIM & CREED.

THE COORDINATES SHOWN ON THIS PLAT ARE GROUND COORDINATES LOCALIZED AROUND AN NCGS MONUMENT, "WYATT" NC GRID COORDINATES OF N 748754.69 FEET, E 2113904.26 FEET (NAD 83—NSRS-07). THESE GRID COORDINATES WERE DERIVED BY WRS (WRUAL REFERENCE STATION) GPS USING DUAL FREQUENCY RECEIVER. THIS METHOD RESULTS IN NAD 83 (NSRS 07) POSITIONS AND NAVD 88 (MSL) ELEVATIONS USING THE CONTINUOUSLY OPERATING STATIONS MAINTAINED BY NORTH CAROLINA GEODETIC SURVEY. THE COMBINED FACTOR USED FOR LOCALIZATION WAS 0.99991499. THE HORIZONTAL POSITION ACCURACY = 0.009 METERS

WETLANDS AND STREAMS WERE DEUNEATED BY SEPI ENGINEERING AND CONSULTANTS.

SCALE: 1" =50' 100

1282

(\$)



1730 Vorsity Drive, Suite 500 Raleigh, North Corolino 27606 Phone: (919)233-8091, Fox: (919)233-8031 C-0342

Internet Site: http://www.mckimcreed.com

WETLAND DELINEATION SURVEY

CRABTREE CREEK SANITARY SEWER INTERCEPTOR

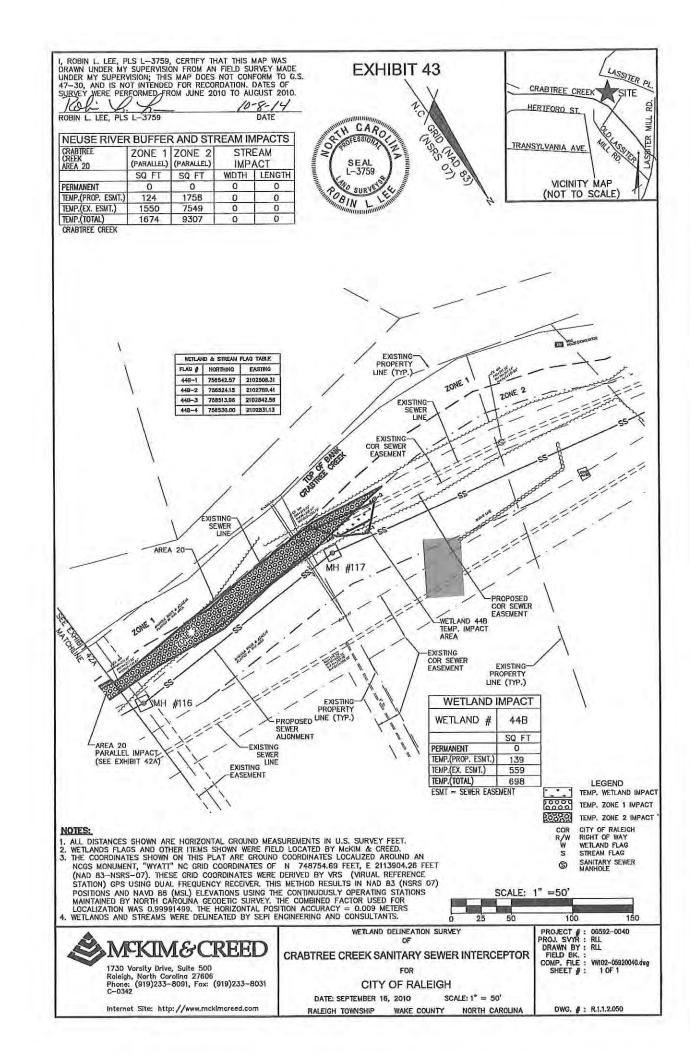
CITY OF RALEIGH

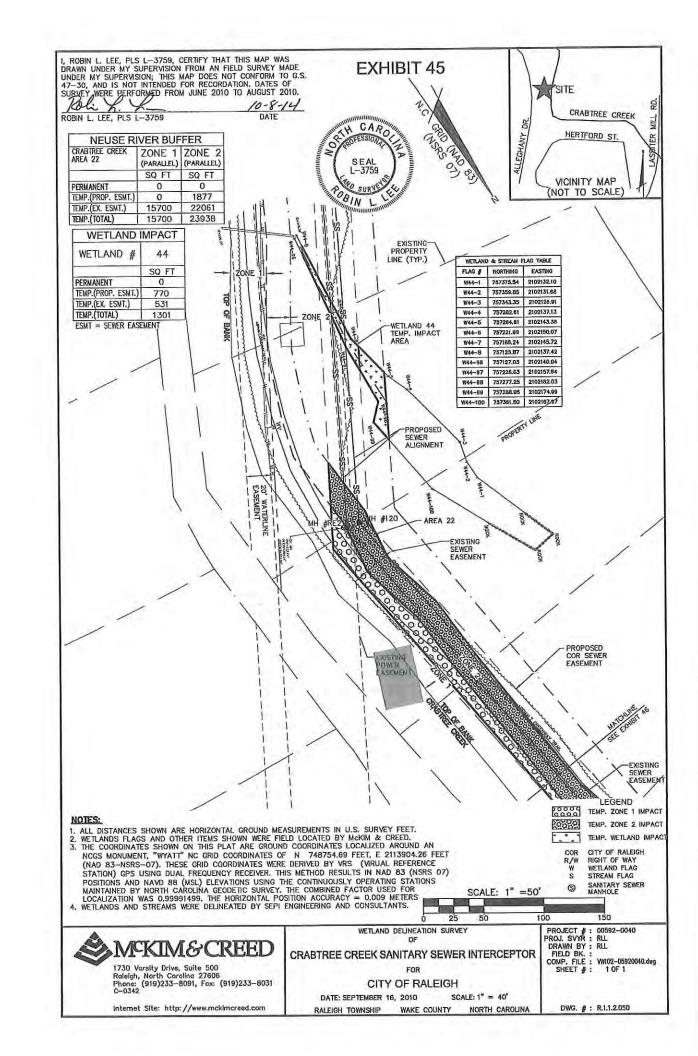
DATE: SEPTEMBER 16, 2010 RALEIGH TOWNSHIP

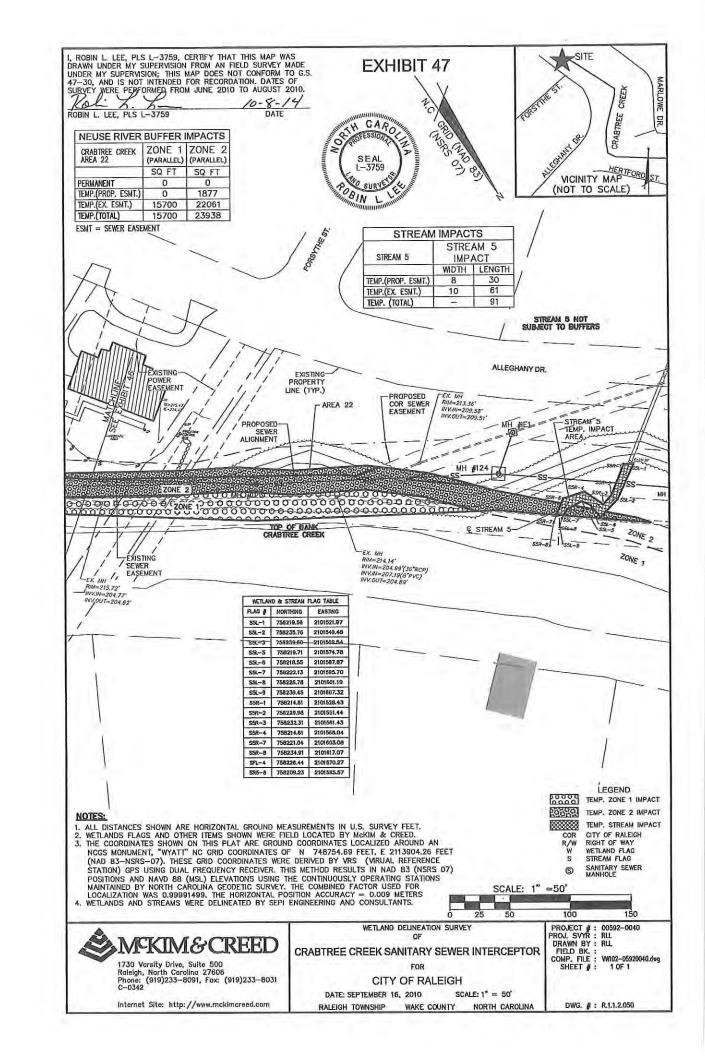
SCALE: 1" = 50" NORTH CAROLINA WAKE COUNTY

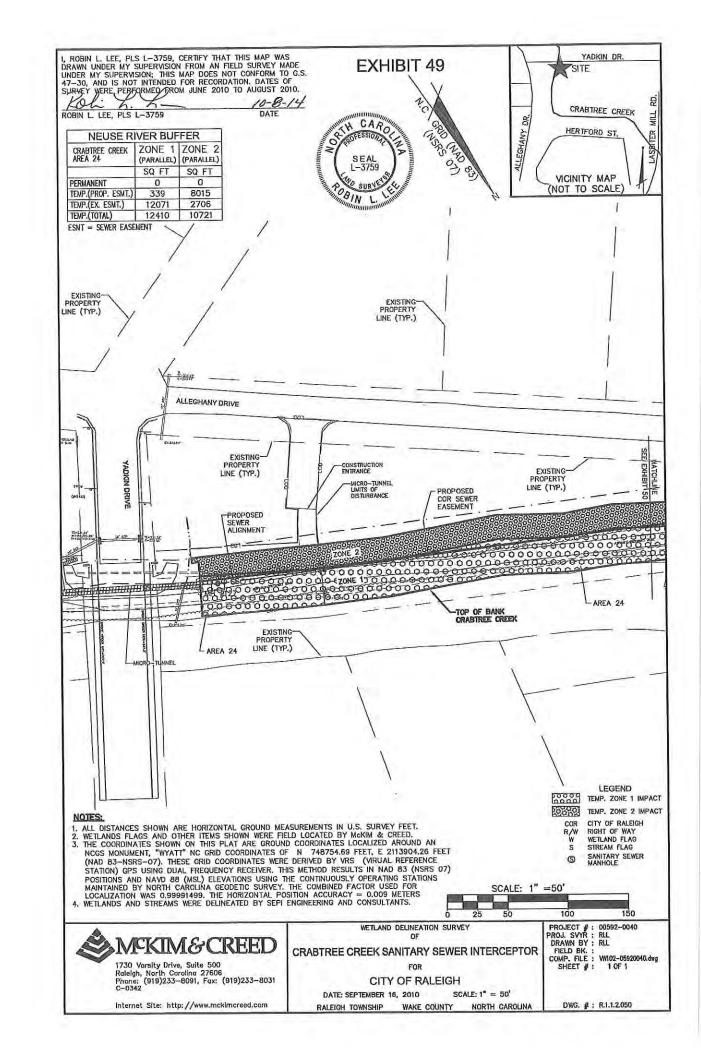
PROJECT #: 00592-0040
PROJ. SVYR: RLL
DRAWN BY: RLL
FIELD BK.:
COMP. FILE: WM02-05920040.dwg
SHEET #: 1 0F 1

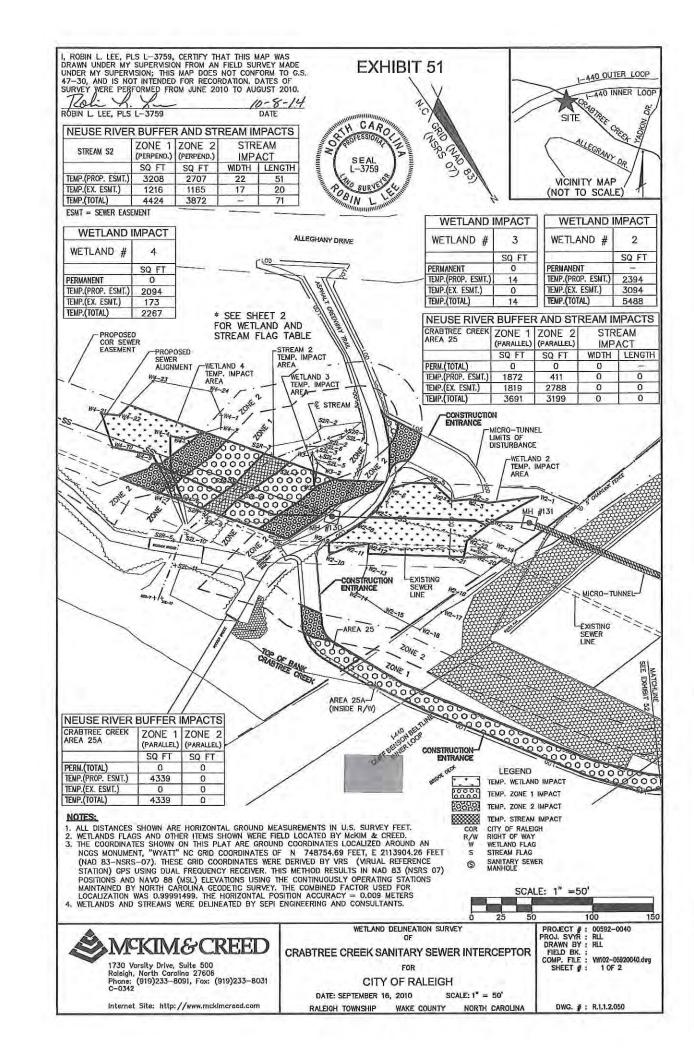
DWG. #: R.1.1.2.050

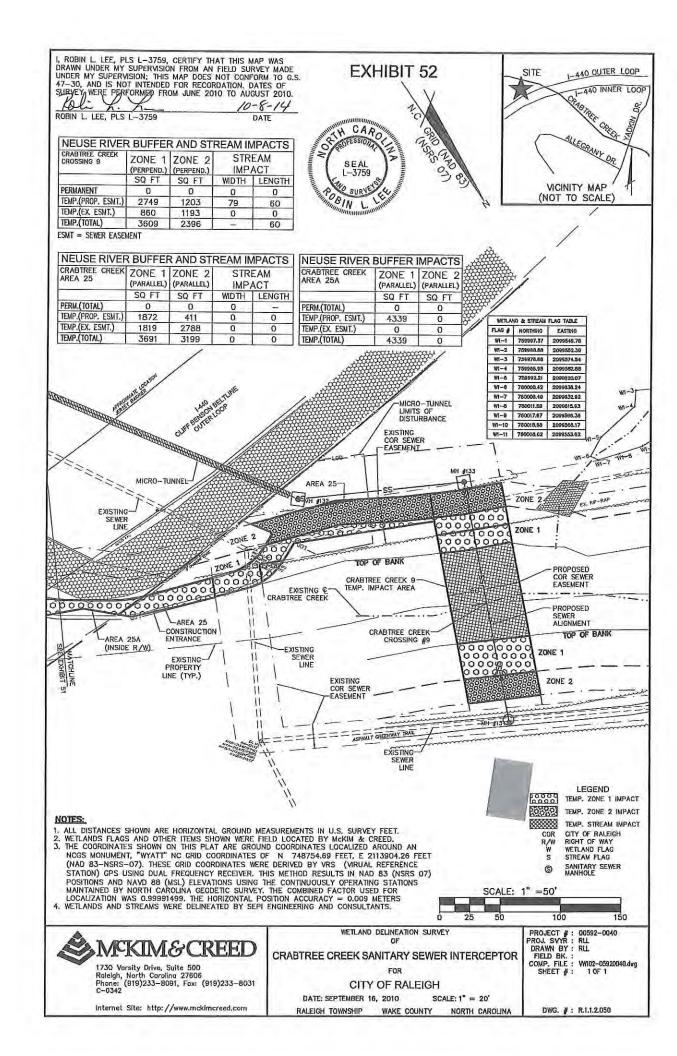












NOTES:

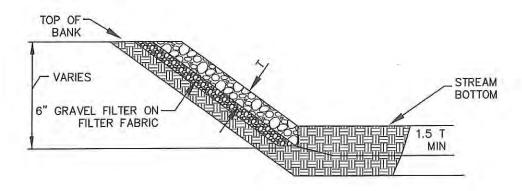
1. EACH RIP—RAP PLACEMENT SHALL BE BEDDED ON A 6 INCH LAYER OF STABILIZATION STONE ON A NON—BIODEGRADABLE FILTER FABRIC. PLACEMENT OF RIP—RAP SHALL IMMEDIATELY FOLLOW THE PLACEMENT OF THIS LAYER. KEEP VOIDS TO A MINIMUM AND FORM A DENSE WELL GRADED MASS OF STONE. DO NOT DISLODGE THE UNDERLYING BASE OF STONE OR DRAINAGE FABRIC WHEN PLACING STONE. COST OF THE STONE BASE AND FABRIC SHALL BE INCLUDED IN THE COST OF THE PLACING OF RIP—RAP.

2. RIP-RAP CLASS AND DIMENSIONS OF RIP-RAP PLACEMENT SHALL BE AS SHOWN ON PLANS.

3. MAXIMUM SLOPE OF THE CHANNEL BANK SHALL NOT EXCEED 2.0 HORIZONTAL TO 1.0 VERTICAL. FINISHED GRADES OF THE RIP—RAP IS TO BLEND WITH THE SURROUNDING AREA SUCH THAT THE RIP—RAP SURFACE ELEVATIONS MATCH THE EXISTING STREAM BANK AND BOTTOM SURFACE ELEVATIONS WHERE THE RIP—RAP MEETS THESE POINTS.

4. INSPECT RIP-RAP PERIODICALLY FOR SCOUR OR DISLODGED STONES (ESPECIALLY AFTER

SEVERE STORMS) AND WEED BRUSH GROWTH.



THE DIAMETER OF THE LARGEST STONE SHALL NOT EXCEED 1.5 TIMES THE SIZE OF THE RIP—RAP. (i.e. 12" FOR 8" D50) MINIMUM THICKNESS (T) SHALL BE AS SHOWN ON PLANS.

SWP-7 - RIP-RAP PLACEMENT DETAIL

N.T.S

NATIONWIDE PERMIT 12 DEPARTMENT OF THE ARMY CORPS OF ENGINEERS

FINAL NOTICE OF ISSUANCE AND MODIFICATION OF NATIONWIDE PERMITS FEDERAL REGISTER AUTHORIZED MARCH 19, 2012

<u>Utility Line Activities</u>. Activities required for the construction, maintenance, repair, and removal of utility lines and associated facilities in waters of the United States, provided the activity does not result in the loss of greater than 1/2-acre of waters of the United States for each single and complete project.

<u>Utility lines</u>: This NWP authorizes the construction, maintenance, or repair of utility lines, including outfall and intake structures, and the associated excavation, backfill, or bedding for the utility lines, in all waters of the United States, provided there is no change in preconstruction contours. A "utility line" is defined as any pipe or pipeline for the transportation of any gaseous, liquid, liquescent, or slurry substance, for any purpose, and any cable, line, or wire for the transmission for any purpose of electrical energy, telephone, and telegraph messages, and radio and television communication. The term "utility line" does not include activities that drain a water of the United States, such as drainage tile or french drains, but it does apply to pipes conveying drainage from another area.

Material resulting from trench excavation may be temporarily sidecast into waters of the United States for no more than three months, provided the material is not placed in such a manner that it is dispersed by currents or other forces. The district engineer may extend the period of temporary side casting for no more than a total of 180 days, where appropriate. In wetlands, the top 6 to 12 inches of the trench should normally be backfilled with topsoil from the trench. The trench cannot be constructed or backfilled in such a manner as to drain waters of the United States (e.g., backfilling with extensive gravel layers, creating a french drain effect). Any exposed slopes and stream banks must be stabilized immediately upon completion of the utility line crossing of each waterbody.

<u>Utility line substations</u>: This NWP authorizes the construction, maintenance, or expansion of substation facilities associated with a power line or utility line in non-tidal waters of the United States, provided the activity, in combination with all other activities included in one single and complete project, does not result in the loss of greater than 1/2-acre of waters of the United States. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters of the United States to construct, maintain, or expand substation facilities.

<u>Foundations for overhead utility line towers, poles, and anchors</u>: This NWP authorizes the construction or maintenance of foundations for overhead utility line towers, poles, and anchors in all waters of the United States, provided the foundations are the minimum size necessary and separate footings for each tower leg (rather than a larger single pad) are used where feasible.

Access roads: This NWP authorizes the construction of access roads for the construction and maintenance of utility lines, including overhead power lines and utility line substations, in non-tidal waters of the United States, provided the activity, in combination with all other activities included in one single and complete project, does not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. This NWP does not authorize discharges into non-

Note 4: For overhead utility lines authorized by this NWP, a copy of the PCN and NWP verification will be provided to the Department of Defense Siting Clearinghouse, which will evaluate potential effects on military activities.

- 8. <u>Adverse Effects From Impoundments</u>. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.
- 9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).
- 10. <u>Fills Within 100-Year Floodplains</u>. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.
- 11. <u>Equipment</u>. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.
- 12. <u>Soil Erosion and Sediment Controls</u>. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.
- 13. <u>Removal of Temporary Fills</u>. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.
- 14. <u>Proper Maintenance</u>. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.
- 15. <u>Single and Complete Project</u>. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.
- 16. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

- (f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.noaa.gov/fisheries.html respectively.
- 19. <u>Migratory Birds and Bald and Golden Eagles</u>. The permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.
- 20. <u>Historic Properties</u>. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.
- (b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.
- (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.
- (d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA

23. <u>Mitigation</u>. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable

at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

- (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.
- (1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.
- (2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.
- (3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).
- (4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.
- (5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.
- (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.
- (e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of

- 26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.
- 27. <u>Regional and Case-By-Case Conditions</u>. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.
- 28. <u>Use of Multiple Nationwide Permits</u>. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.
- 29. <u>Transfer of Nationwide Permit Verifications</u>. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)		
(Date)		

30. <u>Compliance Certification</u>. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the

Corps, as appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective

permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) <u>Form of Pre-Construction Notification</u>: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) <u>Agency Coordination</u>: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

- 2. If the proposed activity requires a PCN and will result in a loss of greater than 1/10acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.
- 3. If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (a) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (c) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period, with activity-specific

of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

<u>Historic Property</u>: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

<u>Independent utility</u>: A test to determine what constitutes a single and complete non-linear project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

<u>Indirect effects</u>: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

<u>Intermittent stream</u>: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the linear feet of stream bed that is filled or excavated. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities eligible for exemptions under Section 404(f) of the Clean Water Act are not considered when calculating the loss of waters of the United States.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. The definition of a wetland can be found at 33 CFR 328.3(b). Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of standing or

which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term "single and complete project" is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of "independent utility"). Single and complete non-linear projects may not be "piecemealed" to avoid the limits in an NWP authorization.

<u>Stormwater management</u>: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

<u>Stream channelization</u>: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent

Final Regional Conditions 2012

NOTICE ABOUT WEB LINKS IN THIS DOCUMENT:

The web links (both internal to our District and any external links to collaborating agencies) in this document are valid at the time of publication. However, the Wilmington District Regulatory Program web page addresses, as with other agency web sites, may change over the timeframe of the five-year Nationwide Permit renewal cycle, in response to policy mandates or technology advances. While we will make every effort to check on the integrity of our web links and provide re-direct pages whenever possible, we ask that you report any broken links to us so we can keep the page information current and usable. We apologize in advanced for any broken links that you may encounter, and we ask that you navigate from the regulatory home page (wetlands and stream permits) of the Wilmington District Corps of Engineers, to the "Permits" section of our web site to find links for pages that cannot be found by clicking directly on the listed web link in this document.

Final 2012 Regional Conditions for Nationwide Permits (NWP) in the Wilmington District

1.0 Excluded Waters

The Corps has identified waters that will be excluded from the use of all NWP's during certain timeframes. These waters are:

1.1 Anadromous Fish Spawning Areas

Waters of the United States identified by either the North Carolina Division of Marine Fisheries (NCDMF) or the North Carolina Wildlife Resources Commission (NCWRC) as anadromous fish spawning areas are excluded during the period between February 15 and June 30, without prior written approval from NCDMF or NCWRC and the Corps.

1.2 Trout Waters Moratorium

Waters of the United States in the twenty-five designated trout counties of North Carolina are excluded during the period between October 15 and April 15 without prior written approval from the NCWRC. (See Section 2.7 for a list of the twenty-five trout counties).

1.3 Sturgeon Spawning Areas as Designated by the National Marine Fisheries Service (NMFS)

Waters of the United States designated as sturgeon spawning areas are excluded during the period between February 1 and June 30, without prior written approval from the NMFS.

2.2 Special Designation Waters

Prior to the use of any NWP in any of the following identified waters and contiguous wetlands in North Carolina, applicants must comply with Nationwide Permit General Condition 31 (PCN). The North Carolina waters and contiguous wetlands that require additional notification requirements are:

"Outstanding Resource Waters" (ORW) or "High Quality Waters" (HQW) as designated by the North Carolina Environmental Management Commission; "Inland Primary Nursery Areas" (IPNA) as designated by the NCWRC; "Contiguous Wetlands" as defined by the North Carolina Environmental Management Commission; or "Primary Nursery Areas" (PNA) as designated by the North Carolina Marine Fisheries Commission.

2.3 Coastal Area Management Act (CAMA) Areas of Environmental Concern

Non-federal applicants for any NWP in a designated "Area of Environmental Concern" (AEC) in the twenty (20) counties of Eastern North Carolina covered by the North Carolina Coastal Area Management Act (CAMA) must also obtain the required CAMA permit. Development activities for non-federal projects may not commence until a copy of the approved CAMA permit is furnished to the appropriate Wilmington District Regulatory Field Office (Wilmington Field Office – 69 Darlington Avenue, Wilmington, NC 28403 or Washington Field Office – 2407 West 5th Street, Washington, NC 27889).

2.4 Barrier Islands

Prior to the use of any NWP on a barrier island of North Carolina, applicants must comply with Nationwide Permit General Condition 31 (PCN).

2.5 Mountain or Piedmont Bogs

Prior to the use of any NWP in a Bog classified by the North Carolina Wetland Assessment Methodology (NCWAM), applicants shall comply with Nationwide Permit General Condition 31 (PCN). The latest version of NCWAM is located on the NC DWQ web site at: http://portal.ncdenr.org/web/wq/swp/ws/pdu/ncwam .

2.6 Animal Waste Facilities

Prior to use of any NWP for construction of animal waste facilities in waters of the US, including wetlands, applicants shall comply with Nationwide Permit General Condition 31 (PCN).

2.7 Trout Waters

Prior to any discharge of dredge or fill material into streams or waterbodies within the twenty-five (25) designated trout counties of North Carolina, the applicant shall comply with Nationwide Permit General Condition 31 (PCN). The applicant shall also provide a copy of the notification to the appropriate NCWRC office to facilitate the determination of any potential

3.2 Mitigation for Loss of Stream Bed

For any NWP that results in a loss of more than 150 linear feet of perennial and/or ephemeral/intermittent stream, the applicant shall provide a mitigation proposal to compensate for more than minimal individual and cumulative adverse impacts to the aquatic environment. For stream losses less than 150 linear feet, that require a PCN, the District Commander may determine, on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effect on the aquatic environment.

3.3 Pre-construction Notification for Loss of Streambed Exceeding 150 Feet.

Prior to use of any NWP for any activity which impacts more than 150 total linear feet of perennial stream or ephemeral/intermittent stream, the applicant must comply with Nationwide Permit General Condition 31 (PCN). This applies to NWPs that do not have specific notification requirements. If a NWP has specific notification requirements, the requirements of the NWP should be followed.

3.4 Restriction on Use of Live Concrete

For all NWPs which allow the use of concrete as a building material, live or fresh concrete, including bags of uncured concrete, may not come into contact with the water in or entering into waters of the US. Water inside coffer dams or casings that has been in contact with wet concrete shall only be returned to waters of the US when it is no longer poses a threat to aquatic organisms.

3.5 Requirements for Using Riprap for Bank Stabilization

For all NWPs that allow for the use of riprap material for bank stabilization, the following measures shall be applied:

- **3.5.1.** Filter cloth must be placed underneath the riprap as an additional requirement of its use in North Carolina waters.
- **3.5.2.** The placement of riprap shall be limited to the areas depicted on submitted work plan drawings.
- **3.5.3.** The riprap material shall be clean and free from loose dirt or any pollutant except in trace quantities that would not have an adverse environmental effect.
- 3.5.4. It shall be of a size sufficient to prevent its movement from the authorized alignment by natural forces under normal conditions.
- 3.5.5. The riprap material shall consist of clean rock or masonry material such as, but not limited to, granite, marl, or broken concrete.

depth below the natural stream bottom to provide for passage during drought or low flow conditions.

Culverts are to be designed and constructed in a manner that minimizes destabilization and head cutting. Destabilizing the channel and head cutting upstream should be considered and appropriate actions incorporated in the design and placement of the culvert.

A waiver from the depth specifications in this condition may be requested in writing. The waiver will be issued if it can be demonstrated that the proposal would result in the least impacts to the aquatic environment.

All counties: Culverts placed within riparian and/or riverine wetlands must be installed in a manner that does not restrict the flow and circulation patterns of waters of the United States. Culverts placed across wetland fills purely for the purposes of equalizing surface water do not have to be buried.

3.7 Notification to NCDENR Shellfish Sanitation Section

Applicants shall notify the NCDENR Shellfish Sanitation Section prior to dredging in or removing sediment from an area closed to shell fishing where the effluent may be released to an area open for shell fishing or swimming in order to avoid contamination from the disposal area and cause a temporary shellfish closure to be made. Such notification shall also be provided to the appropriate Corps of Engineers Regulatory Field Office. Any disposal of sand to the ocean beach should occur between November 1 and April 30 when recreational usage is low. Only clean sand should be used and no dredged sand from closed shell fishing areas may be used. If beach disposal were to occur at times other than stated above or if sand from a closed shell fishing area is to be used, a swimming advisory shall be posted, and a press release shall be issued by the permittee.

3.8 Preservation of Submerged Aquatic Vegetation

Adverse impacts to Submerged Aquatic Vegetation (SAV) are not authorized by any NWP within any of the twenty coastal counties defined by North Carolina's Coastal Area Management Act of 1974 (CAMA).

3.9 Sedimentation and Erosion Control Structures and Measures

3.9.1. All PCNs will identify and describe sedimentation and erosion control structures and measures proposed for placement in waters of the US. The structures and measures should be depicted on maps, surveys or drawings showing location and impacts to jurisdictional wetlands and streams.

4.1.6. The minimum clearance* for an aerial line, transmitting electrical power, is based on the low point of the line under conditions that produce the greatest sag, taking into consideration temperature, load, wind, length or span and the type of supports. The minimum clearance for an aerial electrical power transmission line crossing navigable waters of the US shall be governed by the system voltage, as indicated below:

Nominal System	Minimum Clearance
Voltage, kilovolt	Above Bridge Clearance (As Established by the U.S. Coast Guard)
115 and below	20 feet
138	22
161	24
230	26
350	30
500	35
700	42
750 to 765	45

- *NOTE: Minimum clearance is the distance measured between the lowest point of a stationary bridge, including <u>any</u> infrastructure attached to underside of the bridge, and the Mean High Water (MHW) of the navigable waters of the US beneath the bridge.
- **4.1.7.** On navigable waters of the US, including all federal navigation projects, where there is no bridge for reference for minimum clearance, the proposed project will need to be reviewed by the US Army Corps of Engineers in order to determine the minimum clearance between the line and MHW necessary to protect navigational interests.
- **4.1.8.** A plan to restore and re-vegetate wetland areas cleared for construction must be submitted with the required PCN. Cleared wetland areas shall be re-vegetated to the maximum extent practicable with native species of canopy, shrub, and herbaceous species. Fescue grass shall not be used.
- **4.1.9.** For the purposes of this NWP, any permanently maintained corridor along the utility ROW within forested wetlands shall be considered a permanent impact and a compensatory mitigation plan will be required for all such impacts associated with the requested activity.
- **4.1.10.** Use of rip-rap or any other engineered structures to stabilize a stream bed should be avoided to the maximum extent practicable. If riprap stabilization is needed, it should be placed only on the stream banks, or, if it is necessary to be placed in the stream bed, the finished top elevation of the riprap should not exceed that of the original stream bed.

U.S. ARMY CORPS OF ENGINEERS

WILMINGTON DISTRICT

Action Id. SAW-2014-02049 County: Wake U.S.G.S. Quad: NC-RALEIGH EAST

GENERAL PERMIT (REGIONAL AND NATIONWIDE) VERIFICATION

Permittee:

City of Raleigh Public Utilities Department

Eileen Navarrete

Address:

1 Exchange Plaza, Suite 620

Raleigh, North Carolina, 27602

Telephone Number:

919-996-4540

Size (acres)

Nearest Town Raleigh

Nearest Waterway

Crabtree Creek

River Basin Coordinates Neuse Latitude: 35.8170

USGS HUC 03020201

Longitude: -78.6286

Location description: The project area begins at northwest corner of the intersection of Hodges Street and Atlantic Avenue, follows Crabtree Creek northwest for approximately 3.5 miles, and terminates at an existing sewer line in the vicinity of Generation Drive.

Description of projects area and activity: This verification authorizes temporary impacts to 60LF of Crabtree Creek for a sewer line installation. This crossing is part of the larger Crabtree Basin Wastewater System Conveyance Improvement project, Phase II. Previously authorized impacts for this project include placement of fill material in 0.28 acres of wetlands and 867 linear feet of stream to facilitate the construction of a sewer line.

Applicable Law:

Section 404 (Clean Water Act, 33 USC 1344)

Section 10 (Rivers and Harbors Act, 33 USC 403)

Authorization:

Nationwide Permit Number: 12 Utility Line Activities

SEE ATTACHED NWP GENERAL AND REGIONAL CONDITIONS

Your work is authorized by the above referenced permit provided it is accomplished in strict accordance with the enclosed Conditions, your application signed and dated July 21, 2016, and the enclosed plans Exhibits 29A dated June 28, 2016. Any violation of the attached conditions or deviation from your submitted plans may subject the permittee to a stop work order, a restoration order, a Class I administrative penalty, and/or appropriate legal action.

This verification will remain valid until the expiration date identified below unless the nationwide authorization is modified, suspended or revoked. If, prior to the expiration date identified below, the nationwide permit authorization is reissued and/or modified, this verification will remain valid until the expiration date identified below, provided it complies with all requirements of the modified nationwide permit. If the nationwide permit authorization expires or is suspended, revoked, or is modified, such that the activity would no longer comply with the terms and conditions of the nationwide permit, activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon the nationwide permit, will remain authorized provided the activity is completed within twelve months of the date of the nationwide permit's expiration, modification or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend or revoke the authorization.

Activities subject to Section 404 (as indicated above) may also require an individual Section 401 Water Quality Certification. You should contact the NC Division of Water Quality (telephone 919-807-6300) to determine Section 401 requirements.

For activities occurring within the twenty coastal counties subject to regulation under the Coastal Area Management Act (CAMA), prior to beginning work you must contact the N.C. Division of Coastal Management in Morehead City, NC, at (252) 808-2808.

This Department of the Army verification does not relieve the permittee of the responsibility to obtain any other required Federal, State or local approvals/permits.

If there are any questions regarding this verification, any of the conditions of the Permit, or the Corps of Engineers regulatory program. please contact Tasha Alexander at 919,554-4884 X 35 or Tasha.L.Alexander@usace.army.mil.

Corps Regulatory Official:

Expiration Date of Verification: March 18, 2017

Date: August 22, 2016

Determination of Jurisdiction:

A.	Based on preliminary information, there appear to be waters of the US including wetlands within the above described project area. This preliminary determination is not an appealable action under the Regulatory Program Administrative Appeal Process (Reference 33 CFR Part 331). See preliminary jurisdictional determination form dated 11/12/2014.
В.	There are Navigable Waters of the United States within the above described project area subject to the permit requirements of Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act. Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
C.	There are waters of the US and/or wetlands within the above described project area subject to the permit requirements of Section 404 of the Clean Water Act (CWA)(33 USC § 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
D.	The jurisdictional areas within the above described project area have been identified under a previous action. Please reference jurisdictional determination issued November 12, 2014. Action ID: SAW-2014-02049.

Remarks: None.

E. Attention USDA Program Participants

This delineation/determination has been conducted to identify the limits of Corps' Clean Water Act jurisdiction for the particular site identified in this request. The delineation/determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are USDA Program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.

Basis For Determination: See previously issued preliminary jurisdictional determination SAW-2014-02049.

F. Appeals Information (This information applies only to approved jurisdictional determinations as indicated in B and C above).

This correspondence constitutes an approved jurisdictional determination for the above described site. If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and request for appeal (RFA) form. If you request to appeal this determination you must submit a completed RFA form to the following address:

US Army Corps of Engineers South Atlantic Division Attn: Jason Steele, Review Officer 60 Forsyth Street SW, Room 10M15 Atlanta, Georgia 30303-8801 Phone: (404) 562-5137

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by NO.

It is not necessary to submit an RFA form to the Division Office if you do not object to the determination in this correspondence.

Corps Regulatory Official:

Tasha Alexander

Date of JD: (Previously issued) 11/12/2014

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete our customer Satisfaction Survey online at http://regulatory.usacesurvey.com/.

Copy furnished: SEPI Engineering, Kim Hamlin, 1025 Wade Avenue, Raleigh, North Carolina, 27606

Action ID Number:	SAW-2014-02049	County	y: Wake		
Permittee:	City of Raleigh Public Eileen Navarrete	: Utilities Depa	artment		
Project Name:	City of Raleigh, Crabe (Phase II) additional of	tree Basin Wa crossing	sterwater System	Conveyance Improveme	nts
Date Verification Iss	ued: August 22, 2016				
Project Manager: <u>Ta</u>	isha Alexander				
Upon completion of a sign this certification	the activity authorized and return it to the fo	by this permit llowing addre	t and any mitigati ss:	on required by the permi	it,
	US ARM	Y CORPS OF	ENGINEERS		
		MINGTON D			
	At	ttn: Tasha Ale	xander		
Engineers representate result in the Corps substitute administrative penaltate. I hereby certify that the	itive. Failure to comply ispending, modifying o ty, or initiating other apthe work authorized by terms and condition of	y with any term r revoking the ppropriate leg	ms or conditions of authorization and all action. General action.		
Signature of Permitte	ee	_	Date		
				*	



AECOM 1700 Market Street Suite 1600 Philadelphia, PA 19103 www.aecom.com

215 735 0832 tel et 215 735 0883 fax

March 16, 2015

Chris Windley P.E.
Project Manager
McKim & Creed
1730 Varsity Drive, Suite 500
Raleigh, NC 27606

Subject:

Raleigh, Wake County, North Carolina

Milepost NS-229.72, Raleigh N-Cumnock Line, Piedmont Division

Lat. N 35.80984, Long. W 78.61202

Norfolk Southern Activity No. 1188769 0592-0040(40)

Proposed installation of a 54-inch ductile iron wastewater pipeline in a 72-inch steel casing pipe

Dear Mr. Windley,

Attached is the fully executed Standard Pipe License Agreement dated February 26, 2015 between Norfolk Southern Railway Company and City of Raleigh covering the above referenced project. Your Number 0592-0040(40)

This letter acknowledges receipt of your payment in the amount of \$36,000.00, which covers the one-time fee of \$35,000.00 and the Railroad Protective (RPL) Insurance Fee of \$1,000.00. Your Certificate of Liability (CGL) Insurance has been reviewed by the Railway's Risk Manager and is acceptable.

Prior to start of work on Railway right of way, you are required to contact the following:

Mr. David Garner
Utility Engineer
Norfolk Southern Corp.
1200 Peachtree Street, NE - 7th Floor
Atlanta, Georgia 30309-3504
Telephone: 404-529-1229
Email: david.garner@nscorp.com

Mr. Garner will identify Norfolk Southern's construction engineering representative to coordinate these matters. A minimum of 30 days shall be allowed for the Railway's review of these submissions. After development of satisfactory construction means and methods, Mr. Garner, or his representative, will provide the contact information to arrange for railroad flagging.

Thank you for your cooperation.

Very truly yours,

James S. McKay Contract Administrator 215-789-2159

james.mckay@aecom.com

CC: Mary Ann Mullady

Archives / Lilburn

orfolk 9592-			
ee of CGL)			
s. A			

THIS AGREEMENT, dated as of the Zuth day of Rebruary, 20 15 is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia, 23510 (hereinafter called "Railway"); and

CITY OF RALEIGH, a North Carolina political subdivision, whose mailing address is One Exchange Plaza, Suite 620, Raleigh, North Carolina 27601 (hereinafter called "Licensee").

WITNESSETH

WHEREAS, Licensee proposes to install, maintain, operate and remove a 54 inch ductile iron wastewater pipeline in a 72 inch steel pipe (hereinafter called the "Facilities") located in, under and across the right-of-way or property and any tracks of Railway, at or near:

- Milepost NS-229.72, Raleigh N-Cumnock Line
- Latitude N 35.80984, Longitude W 78.61202
- Raleigh, Wake County, North Carolina

the same to be located in accordance with and limited to the installation shown on print of drawings marked Sheet 1 of 1, dated October 9, 2014 and Pipe Data Sheet attached hereto and made a part hereof; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the installation, construction, maintenance, operation and removal of the Facilities.

NOW, THEREFORE, for and in consideration of the premises, the payment of a nonrefundable, non-assignable one-time fee in the amount of THIRTY-SIX THOUSAND AND 00/100 DOLLARS (\$36,000.00) (hereinafter called the "Fee") to cover the Risk Financing Fee (as hereinafter defined) in the amount of \$1,000.00 and a one-time occupancy fee in the amount of \$35,000.00 and the covenants hereinafter set forth, Railway hereby permits and grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which Railway's title may be subject, the right to use and occupy so much of Railway's right-of-way or property as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (said right-of-way or property of Railway being hereinafter collectively called the "Premises"), upon the following terms and conditions:

Use and Condition of the Premises. The Premises shall be used by Licensee only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Licensee accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by Railway.



b			

- 2. <u>Installation of the Facilities; Railway Support</u>. Licensee shall, at its expense, install, construct, maintain and operate the Facilities on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway. Such installation, construction, maintenance and operation of the Facilities shall be in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in (a) and (b), above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement.
- 3. <u>Railway Support</u>. Railway shall, at Railway's option, furnish, at the sole expense of Licensee, labor and materials necessary, in Railway's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.
- 4. <u>Electronic Interference</u>. Licensee will provide Railway with no less than sixty (60) days advance written notice prior to the installation and operation of cathodic protection in order that tests may be conducted on Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") for possible interference. If the Facilities cause degradation of the Electronic Systems, Licensee, at its expense, will either relocate the cathodic protection or modify the Facilities to the satisfaction of Railway so as to eliminate such degradation. Such modifications may include, without limiting the generality of the foregoing, providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this paragraph 4 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.
- 5. <u>Corrective Measures</u>. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.
- 6. <u>Railway Changes</u>. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon thirty (30) days prior written notice from Railway and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.



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- 7. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Licensee hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.
- 8. Entry Upon Premises. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Division Engineer for the scheduling of protection and inspection. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Licensee of such matters and the estimated cost therefor. No work shall be permitted on or about the Premises without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.
- 9. <u>Liens; Taxes.</u> Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.
- 10. <u>Indemnification</u>. Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively called "Losses") that arise in any manner from (a) the installation, construction, maintenance, operation, presence or removal of, or the failure to properly install, construct, maintain, operate or remove, the Facilities, or (b) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

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11. Insurance.

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- Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall, at its expense, pay the Risk Financing Fee set forth in subparagraph (i) below and shall procure and maintain with insurance companies satisfactory to Railway, the insurance policies described in subparagraphs (ii) and (iii).
 - (i) Upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of \$1,000 per installation (herein called the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate.
 - Prior to commencement of installation or maintenance of the Facilities or entry on Railway's property, Licensee, and its contractor if it employs one, shall procure and maintain for the course of said installation and maintenance, a general liability insurance policy naming Railway as an additional insured, and containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$1,000,000 for each occurrence.
 - (iii) Prior to commencement of any subsequent maintenance of the Facility during the term of this Agreement, unless Railway elects to make available and Licensee pays the then current risk financing fee for each affected installation, Licensee, or its contractor if it employs one, shall furnish Railway with an original Railroad Protective Liability Insurance Policy naming Railway as the named insured and having a limit of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate. Such policy shall be written using Insurance Services Offices Form Numbers CG 00 35 01 10 01.
- (b) All insurance required under preceding subsection (a) shall be underwritten by insurers and be of such form and content as may be acceptable to Railway. Prior to commencement of installation or maintenance of the Facilities or any entry on Railway's property. Licensee, or its contractor if it employs one, shall: furnish to Railway's Risk Manager, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by Railway to Licensee in writing), for approval, the original policy described in subsection (a)(iii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(ii).
- 12. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) the installation, construction, maintenance, operation or removal of the Facilities, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to install, construct, maintain, operate or remove the Facilities. Licensee agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses



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(including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this paragraph. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

13. Assignments and Other Transfers.

- (a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.
- (b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.
- 14. <u>Meaning of "Railway"</u>. The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

15. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:



- (i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof:
- (ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;
- (iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;
- (iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or
- (v) a receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.
- (b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this paragraph 15 or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.
- 16. <u>Railway Termination Right</u>. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:
 - (a) If Licensee shall discontinue the use or operations of the Facilities; or
 - (b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

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- (c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or
- (d) If Railway, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.
- 17. <u>Condemnation</u>. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.
- 18. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.
- 19. <u>Entire Agreement</u>. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof; and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.
- 20. <u>Attorneys' Fees</u>. If Railway should bring any action under this Agreement, or consult or place the Agreement or any amount payable by Licensee hereunder, with an attorney concerning or for the enforcement of any of Railway's rights hereunder, then Licensee agrees in each and any such case to pay to Railway all costs, including but not limited to court costs and attorneys' fees, incurred in connection therewith.

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- 21. <u>Severability</u>. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
- 22. <u>Modifications</u>; <u>Waiver</u>; <u>Successors and Assigns</u>. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.
- 23. <u>Notice</u>. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway: c/o Norfolk Southern Corporation 1200 Peachtree Street, NE - 12th Floor Atlanta, Georgia 30309-3504

Attention: Director Real Estate

If to Licensee:
City of Raleigh
One Exchange Plaza, Suite 620
Raleigh, North Carolina 27601
Attention: Construction Projects Administrator

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

24. <u>Miscellaneous</u>. All exhibits, attachments, riders and addenda referred to in this License are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be



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construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of Paragraphs 7, 9, 10, 12 and 18 shall survive the expiration or earlier termination of this Agreement.

- 25. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.
- 26. <u>Limitations Upon Damages</u>. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits.

[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness:

NORFOLK SOUTHERN RAILWAY COMPANY

Kryana Hallaway

Ih Re

By: Malcolm J. Roof
Real Estate Manager

As to Kaliway

Witness:

CITY OF RALEIGH

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Title: Assistant City Manager

As to Licensee

Activity Number 1188769 JSM: October 15, 2014 File No. 1235885v1

as to City of Ruleigh

GITY ATTORNEY KCES



Revised 1-10-13

PIPE DATA SHEET

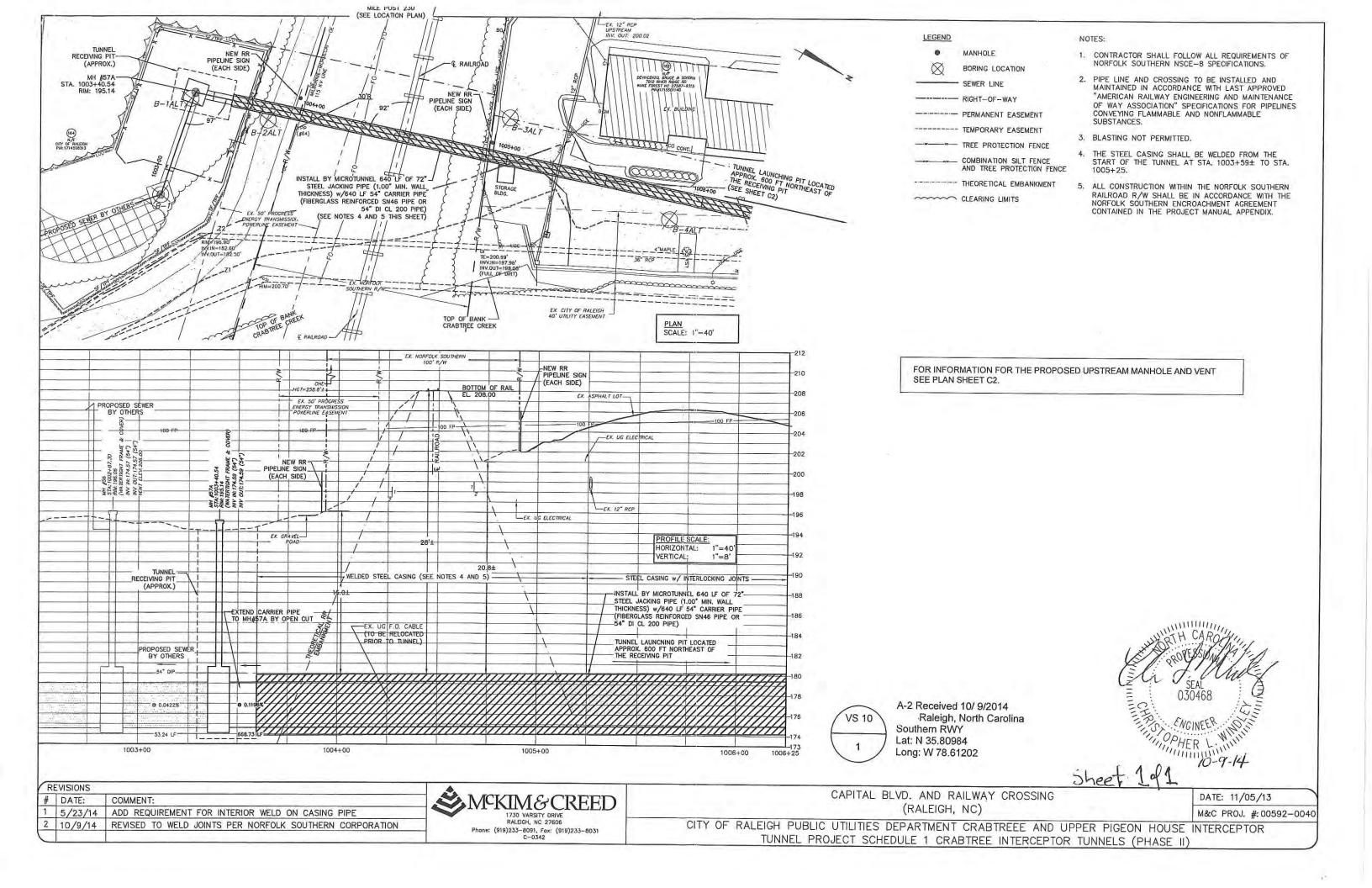
	1	
	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	Wastewater	N/A
NORMAL OPERATING PRESSURE	0-5 PSI	N/A
NOMINAL SIZE OF PIPE	54"	72"
OUTSIDE DIAMETER	57.1" (FRP) / 57.56" (DIP)	72"
INSIDE DIAMETER	54.6" (FRP) / 56.4" (DIP)	70"
WALL THICKNESS	1.17" (FRP) / 0.58" (DIP)	1"
WEIGHT PER FOOT	210 LB/FT (FRP) 340 LB/FT (DIP)	758.3 LB/FT
MATERIAL	Ductile Iron or Fiberglass Reinforced Pipe	Carbon Steel
PROCESS OF MANUFACTURE	Seamless Centrifugally Cast or Filament Wound	Spiral Weld
SPECIFICATION	ASTM D3262 (FRP) or ANSI/AWWA, C151/A21.51,	ASTM A139
GRADE OR CLASS	(DIF) SN 46 (FRP) CL 200 (DIP)	GRADE D(42,000 PSI MIN)
TEST PRESSURE	5 PSI	N/A
TYPE OF JOINT	Filament-Wound Coupling (FRP) Push Joint Bell and Spigot (DIP)	Welded
TYPE OF COATING	Standard-Factory	Bituminous
DETAILS OF CATHODIC PROTECTION	N/A	Coating
DETAILS OF SEALS OR PROTECTION AT END OF CASING	N/A	Brick and Mortar
CHARACTER OF SUBSURFACE MATERIAL	See Geotech Report (Falcon Engineering)	See Geotech Report (Falcon Engineering)
APPROXIMATE GROUND WATER LEVEL	See Geotech Report (Falcon Engineering)	See Geotech Report (Falcon Engineering)
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	See Geotech Report (Falcon Engineering)	See Geotech Report (Falcon Engineering)

Proposed Method of Installation:

[☐ Bore and jack (per Section 5.1.3 of NSCE-8)
[☑ Jacking (per Section 5.1.4 of NSCE-8)
[☐ Tunneling (with Tunnel Liner Plate) (per Section 5.1.5 of NSCE-8)
[☐ Directional Bore/Horizontal Direction Drilling – Method A (per Section 5.1.6 of NSCE-8)
[☐ Directional Bore/Horizontal Direction Drilling – Method B (per Section 5.1.6 of NSCE-8)
(Open Cut (per Section 5.1.2 of NSCE-8). All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.
I	Other (Specify):









STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

PAT MCCRORY GOVERNOR ANTHONY J. TATA SECRETARY

June 10, 2014

COUNTY: Wake

SUBJECT: Encroachment Contract - City of Raleigh

Mr. Ruffin Hall City Manager City of Raleigh P.O. Box 590 Raleigh, North Carolina 27602

Dear Mr. Hall:

Attached for your files is a copy of Right of Way Encroachment Contract properly executed. This contract covers the following:

Installation of approximately 300 LF of 54" Fiberglass Reinforced Jacking Pipe for Gravity Sewer by single pass micro-tunneling beneath I-440 adjacent to Crabtree Creek near Glenwood Avenue in Raleigh.

APPROVED SUBJECT TO: Attached Special Provisions

Sincerely,

J. Robert Memory State Utility Agent

BY:

David West

Encroachment Agent

JRM/DW Attachment

cc: J. W. Bowman, PE, Division Engineer (copy of contract) R. Elmore, District Engineer (copy of contract)

SPECIAL PROVISIONS

R/W 16.2

City of Raleigh

(14149)

WORK ZONE TRAFFIC CONTROL QUALIFICATIONS AND TRAINING PROGRAM

Effective July 1, 2010, all flagging operations within NCDOT Right of Way require qualified and trained Work Zone Flaggers.

Effective July 1, 2011, qualified and trained Work Zone Traffic Control Supervisors will be required on Significant Projects.

Training for this certification is provided by NCDOT approved training sources and by private entities that have been pre-approved to train themselves. If you have questions, contact our web site at

http://www.nedot.org/doh/preconstruct/wzte/WZTCTrainingProgram/default.html, or contact Stuart Bourne, P.E. with NCDOT Work Zone Traffic Control Unit at (919) 662-4338 or shourne@nedot.gov.

- 1. The encroaching party shall notify the District Engineer's office at telephone (919) 733-3213 prior to beginning construction and after construction is complete.
- 2. An executed copy of this encroachment agreement shall be present at the construction site at all times during construction. If safety or traffic conditions warrant such an action, NCDOT reserves the right to further limit, restrict or suspend operations within the right of way.
- 3. NCDOT does not guarantee the right of way on this road, nor will it be responsible for any claim for damages brought about by any property owner by reason of this installation.
- 4. The encroaching party is required to contact the appropriate Utility Companies involved and make satisfactory arrangements to adjust the utilities in conflict with the proposed work prior to beginning construction.
- 5. Excavation within 500 feet of a signalized intersection will require notification by the encroaching party to the Division Traffic Engineer at telephone number (919) 220-4600. All traffic signal or detection cables must be located prior to excavation. Cost to replace or repair NCDOT signs, signals, or associated equipment shall be the responsibility of the encroaching party.
- 6. The encroaching party shall comply with all applicable Federal, State and local environmental regulations and shall obtain all necessary Federal, State and local environmental permits, including but not limited to, those related to sediment control, stormwater, wetland, streams, endangered species and historical sites.
- 7. The contractor shall not begin the construction until after the traffic control and erosion control devices have been installed to the satisfaction of the District Engineer.
- 8. Trenching, bore pits and/or other excavations shall not be left open or unsafe overnight.
- 9. The Contractor shall comply with all OSHA requirements and provide a competent person on site to supervise excavation at all times.

- 10. All fill areas/backfill shall be compacted to 95% density in accordance with AASHTO T99 as modified by the NCDOT.
- 11. Vegetative cover shall be established on all disturbed areas in accordance with the recommendations of the Division Roadside Environmental Engineer.
- 12. Proper temporary and permanent measures shall be used to control erosion and sedimentation in accordance with all local, State and Federal regulations.
- 13. All materials and workmanship shall conform to the N. C. Department of Transportation's Standards and Specifications Manuals.
- 14. Strict compliance with the <u>Policies and Procedures for Accommodating Utilities on Highway Rights of Way</u> manual shall be required.
- 15. The resetting of the Control of Access fence shall be in accordance with the applicable NCDOT standard and as directed by the District Engineer.
- 16. Excavation material shall not be placed on pavement. Drainage structures shall not be blocked with excavation materials. Any drainage structure disturbed or damaged shall be restored to its original condition as directed by the District Engineer.
- 17. Any disturbed guardrail shall be reset according to the applicable standard or as directed by the District Engineer.
- 18. Right of Way monuments disturbed during construction shall be referenced by a registered Land Surveyor and reset after construction.
- 19. All roadway signs that are removed due to construction shall be reinstalled as soon as possible.
- 20. The party of the second part agrees to provide traffic control devices, lane closures, road closures, positive protection and/or any other warning or positive protection devices necessary for the safety of road users during construction and subsequent maintenance. This shall be performed in conformance with the latest NCDOT Roadway Standard Drawings and Standard Specifications for Roads and Structures and amendments or supplements thereto. When there is no guidance provided in the NCDOT Roadway Standard Drawings and Standard Specifications for Roads and Structures, comply with the Manual on Uniform Traffic Control Devices for Streets and Highways and amendments or supplements thereto. Information as to the above rules and regulations may be obtained from the NCDOT Division Engineer.
- 21. The traffic of I-440 shall not be disturbed or impeded at any time.
- 22. No access, parking or material storage shall be allowed along or from I-440. No parking or material storage shall be allowed along the shoulders of any state- maintained roadway.
- 23. During non-working hours, equipment shall be parked as close to the right of way line as possible and be properly barricaded in order not to have any equipment obstruction within the Clear Recovery Area.

Special Provisions (Cont.) City of Raleigh Page 4 (14149)

- 24. All utility access points, such as manholes, splice boxes and junction boxes shall be located outside the right of way line of I-440.
- 25. The crossing of I-440 shall be by boring (micro-tunneling) only.
- 26. Pavement is not to be disturbed. Any pavement replacement or repair required due to this installation shall be the responsibility of the encroaching party. Pavement repair or replacement shall be in accordance with the requirements of and to the satisfaction of the District Engineer.
- 27. Any utility marker required shall be as close to the right of way line as possible. If it is not feasible to install markers at or near the right of way line, written approval specific to the site shall be obtained from the District Engineer prior to installation.

ROUTE:

I-440 Cliff Benson Beltline Inner

Loop

STATE PROJECT: FEDERAL PROJECT City of Raleigh - PUD Crabtree and Upper Pigeon House Interceptor Tunnel Project Schedule 1 - Crabtree Interceptor Tunnels (Phase II)

STATE OF NORTH CAROLINA

COUNTY: Wake

DEPARTMENT OF TRANSPORTATION -AND-

City of Raleigh (Public Utilities Department) One Exchange Plaza, Suite 620 Raleigh, NC 27601

RIGHT OF WAY **ENCROACHMENT AGREEMENT** INTERSTATE AND OTHER CONTROLLED **ACCESS HIGHWAYS**

THIS AGREEMENT, made and entered into this th of Transportation, party of the first part; and	e 107 day of June, 20 14, by and between the Department
City of Raleigh Public Utilities Department	party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as

Route(s) 1-440, located adjacent to the west side of Crabtree Creek near Glenwood Avenue in Raleigh, NC

with the construction and/or erection of: approximately 300 LF of 54-inch fiberglass reinforced jacking pipe gravity sewer by single-pass micro-tunneling as shown on plans by Hazen & Sawyer/McKim & Creed, dated January 2014.

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utility Agent of the party of the first part.

That the said party of the second part hereby agrees that access for servicing its facilities will be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads and street, or (c) trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way. The party of the second part's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public, except if an emergency situation occurs, and the usual means of access for service operation as herein provided will not permit the immediate action required by the party of the second part in making emergency repairs as required for the safety and welfare of the public, the party of the second part shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided that the party of the second part complies with the regulations established by the party of the first part for policing and control to protect the highway users.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

FORM R/W 16.2 Rev. July 1, 1977 That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. <u>Compliance with Regulations</u>: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. <u>Nondiscrimination</u>: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. <u>Solicitations for Subcontracts, including Procurements of Materials and Equipment</u>: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. <u>Information and Reports</u>: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. <u>Sanctions for Noncompliance</u>: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

R/W (162): Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (162) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

Gail G. Smith, City Clerk
City of Raleigh
Post Office Box 590
Raleigh, North Carolina 27602

Ruffin L. Hall
City Manager
City of Raleigh
Post Office Box 590

DEPARTMENT OF TRANSPORTATION

ASSISTANT MANAGER OF

Raleigh, North Carolina 27602

Cherylanson ACAParalegal

Page 2 of 3



FINDING OF NO SIGNIFICANT IMPACT (REVISED)

CITY OF RALEIGH – CRABTREE BASIN WASTEWATER SYSTEM CONVEYANCE IMPROVEMENTS

This revised FONSI replaces the previous FONSI issued for this project dated May 25, 2010. Pursuant to the requirements of the North Carolina Environmental Policy Act (N.C.G.S. § 113A-1, et seq.), an environmental assessment (EA) was prepared for the construction of a 40 million gallon per day (mgd) Crabtree Creek Lift Station expansion and the installation of 21,000 feet of 54-inch gravity interceptor, 3,300 feet of 60-inch gravity interceptor, 15,700 feet of 72-inch gravity interceptor, and 10,500 feet of 42-inch force main. A post EA/initial FONSI revision to Phase II of the project will add one additional crossing of Crabtree Creek with approximately 243 feet of 30-inch gravity line allowing for better hydraulic balance between interceptors. The proposed infrastructure will address wet weather hydraulic capacity issues in the Crabtree service area and projected 2030 growth needs.

Four alternatives were considered for this project: 1) no action; 2) using package wastewater treatment plants; 3) equalization and pumping to bypass Crabtree system infrastructure; and 4) Crabtree basin interceptor and pump station improvements. Upon consideration and evaluation of each alternative, the fourth alternative, interceptor and pump station improvements, was found to be the most viable.

Direct impacts, including the Phase II revision, have been avoided and minimized to the extent practicable during project planning and design. There will not be any significant permanent direct negative impacts on existing topography; soils; floodplains; land use; prime or unique agricultural lands; archaeological or historical resources; groundwater; shellfish or fish and their habitats; listed species; or toxic substances.

An erosion and sedimentation control plan has been developed and will be implemented during construction to reduce impacts on aquatic species and habitat. Installation will impact 20 jurisdictional streams with 29 (previously 28) open-cut stream crossings that will be made within 15 degrees of perpendicular, where feasible. All construction activities within surface waters will be performed "in the dry" using coffer dams or similar construction techniques. Upon completion of installation of the interceptor, the streambed and banks will be returned to their original grade. Approximately 3.6 acres of jurisdictional wetlands will be temporarily impacted by this project. Upon completion of the force main installation, the wetland areas will be returned to their original grade and native non-fescue seed mixes will be used to reestablish ground cover.

Approximately 33 acres of forested area will be permanently cleared to allow for this project, with an approximately 2.5 acres impact on riparian vegetation that will be removed for this project. The City of Raleigh has committed to not using mechanized land clearing techniques in buffer areas. Permanent maintenance corridors within jurisdictional buffer areas will be reduced to the minimal width required for maintenance activities, anticipated to be approximately 20 feet in width. The aforementioned erosion and sediment control plan will reduce aquatic impacts from clearing activities.



The project will result in temporary direct impacts to two public scenic/recreational areas:

- 1. Crabtree Creek Greenway Sections of the greenway trail that are disturbed during construction activities will be restored following installation of the interceptor line or force main. The maintenance corridor over the centerline of the pipes will require permanent removal of trees in portions of the project corridor, which may reduce shade and/or change the visual aesthetic of the greenway corridor. Upon completion of the pipe installation, the streambed and banks will be returned to their original configuration and stream bank stabilization will be performed, if needed.
- Natural Heritage Program-designated Crabtree Creek Aquatic Habitat Construction activities
 may result in temporary impacts to the water quality in this resource. However, these impacts are
 not anticipated be significant due to the implementation and strict adherence to the approved
 erosion and sedimentation control plan.

Local increases in airborne particulates and exhaust emissions will be temporary and cease upon completion of construction, and the project includes an expansion of the existing two-stage odor control scrubber to lessen localized nuisance odors. Noise levels will temporarily increase in the immediate vicinity of construction (construction will be limited to normal daytime working hours to the maximum extent practicable), and the increased noise from the larger pump station should not result in a negligible noise increase.

While terrestrial species may be temporarily displaced during construction by noise, permanent species displacement is not expected to result in significant impacts as there are nearby habitats for fauna to relocate.

Secondary and cumulative environmental impacts may result from this project have been addressed in the City of Raleigh's Secondary and Cumulative Impacts Management Plan.

Based on the findings of the EA and the proposed revisions to the project, the impact avoidance/mitigation measures contained therein, and review by governmental agencies, the Division of Water Resources has concluded that neither the proposed project nor the revision will result in significant impacts to the environment. An Environmental Impact Statement (EIS) will not be prepared for this project.

Jay Zimmerman, P.G.

(Date)

Director, Division of Water Resources

Kim H. Colson, P.E.

(Date)

Director, Division of Water Infrastructure



North Carolina Department of Environment and Natural Resources

Pat McCrory Governor John E. Skvarla, III Secretary

November 25, 2014

TO:

Ms. Mary E. Sadler, P.E.

Hazen and Sawyer, P.C.

FROM:

David Wainwright

Division of Water Resources

SUBJECT:

Crabtree Basin Wastewater System Conveyance Improvements

City of Raleigh Utilities Department

Wake County, North Carolina

DENR# 1532

Dear Ms. Sadler,

In a letter dated November 19, 2014, regarding the Crabtree Basin Wastewater System Conveyance Improvements, you requested concurrence from the Division of Water Resources that no further environmental review or documentation be required for recent design changes of the project. The Environmental Assessment (EA) and Finding of No Significant Impacts (FONSI) were reviewed and approved by the Division of Water Resources in 2010.

As initially proposed, and as described in the EA and your letter, the project would occur in three phases. Phase I includes 15,700 feet of 72 inch interceptor pipe and 3,300 feet of 60 inch interceptor pipe; construction began in 2012 and is expected to be fully completed by the end of this year. Phase II will be bid this month with an expected completion date of 2017 and includes 21,000 feet of 54 inch interceptor pipe. Phase III is expected to be bid in August 2015 with an anticipated completion date of August 2016 and consisted of constructing a new 40 mgd pump station and installing 10,500 feet of 42 inch force main pipe. In your letter you state that Phase III has recently undergone some design changes.

Phase III as initially proposed included constructing an additional 40 mgd pump station on the existing Crabtree Basin Lift Station site. The new 40 mgd pump station would operate in tandem with the existing 80 mgd Crabtree Basin Lift Station providing a combined 120 mgd capacity. Additionally, Phase III would also include installing 10,500 feet of 42 inch force main pipe. It is our understanding that recent design changes would rehabilitate the existing Crabtree Basin Lift Station rather than construct an additional lift station. The rehabilitation will provide an operational capacity of 105 mgd rather than the initially proposed 120 mgd. The increased capacity of the combined lift stations was addressed in the EA and approved in the FONSI. Even though the design has changed, the capacity does not exceed what was presented, reviewed, and approved in the EA and FONSI. It was also found that the proposed 10,500 feet of 42 inch force main will no longer be needed and therefore will not be constructed. It is understood that these changes will still allow the project to meet the purpose and need as stated in the EA.

Additionally, Phase I of the project began approximately two years after the EA and FONSI were approved for the project with no significant lapse in project schedule. Even though it has been nearly five years since the EA and FONSI were approved, because the project was started within five years after the approval, and remains largely on schedule, the Department believes that the FONSI for the project is still valid and has not expired.

In closing, for the reasons stated above, the Division agrees that the existing documentation and approvals remain valid and that no further environmental analysis or documentation are required for this project at this time. If I can be of further service, please do not hesitate to contact me at (919)707-8787 or David.Wainwright@ncdenr.gov.

David Wainwright

North Carolina Division of Water Resources

Electronic copies:

Lyn Hardison, NCDENR, Environmental Review Coordinator Harold Brady, NCDENR, Division of Water Resources Aaron Brower, P.E., City of Raleigh Eileen Navarrete, P.E., City of Raleigh Mark Messere, P.E., Hazen and Sawyer Tom Tant, P.E., Hazen and Sawyer





September 21, 2016

Mr. David Wainwright
North Carolina Department of Environmental Quality
Division of Water Resources
1611 Mail Service Center
Raleigh, North Carolina 27699

Re: SCH File # 17-E-4300-0105; EA/FONSI; Revised - Proposed project by the City of Raleigh to construct a 40 MGD Crabtree Creek lift station and install infrastructure to address wet weather hydraulic capacity issues in the Crabtree service area and 2030 growth

needs.

Dear Mr. Wainwright:

The above referenced environmental impact information has been reviewed through the State Clearinghouse under the provisions of the North Carolina Environmental Policy Act.

Attached to this letter are comments made in the review of this document. Because of the nature of the comments, it has been determined that no further State Clearinghouse review action on your part is needed for compliance with the North Carolina Environmental Policy Act. The attached comments should be taken into consideration in project development.

Sincerely,

Crystal Best

State Environmental Review Clearinghouse

Attachments cc: Region J

NORTH CAROLINA STATE CLEARINGHOUSE DEPARTMENT OF ADMINISTRATION

INTERGOVERNMENTAL REVIEW

COUNTY: WAKE

HO3: SEWER SYSTEMS (LINES, PUMP

STATIONS)

STATE NUMBER: 17-E-4300-0105

DATE RECEIVED: 08/19/2016 AGENCY RESPONSE: 09/14/2016 **REVIEW CLOSED:** 09/19/2016

MS LYN HARDISON CLEARINGHOUSE COORDINATOR DEPT OF ENVIRONMENTAL QUALITY GREEN SQUARE BUILDING - MSC # 1601 RALEIGH NC

REVIEW DISTRIBUTION

DEPT OF ENVIRONMENTAL QUALITY DEPT OF NATURAL & CULTURAL RESOURCE DEPT OF TRANSPORTATION DNCR - DIV OF PARKS AND RECREATION DPS - DIV OF EMERGENCY MANAGEMENT TRIANGLE J COG

PROJECT INFORMATION

APPLICANT: NCDEQ

TYPE: State Environmental Policy Act

Environmental Assessment/Finding of No Significant Impact

DESC: Revised - Proposed project by the City of Raleigh to construct a 40 MGD Crabtree Creek lift station and install infrastructure to address wet weather hydraulic capacity issues in the Crabtree service area and 2030 growth needs.

CROSS-REFERENCE NUMBER: 10-E-4300-0419

The attached project has been submitted to the N. C. State Clearinghouse for intergovernmental review. Please review and submit your response by the above indicated date to 1301 Mail Service Center, Raleigh NC 27699-1301.

If additional review time is needed, please contact this office at (919)807-2425.

AS A RESULT	OF THIS REVIEW THE FOLLOWING IS SUBMITTED: NO COMMENT	COMMENTS ATTACHED
SIGNED BY:	Lon B Hardeson DATE:	, 22 · ·

NORTH CAROLINA STATE CLEARINGHOUSE DEPARTMENT OF ADMINISTRATION INTERGOVERNMENTAL REVIEW

Rupal Desav

COUNTY: WAKE

H03: SEWER SYSTEMS (LINES, PUMP

STATIONS)

STATE NUMBER: 17-E-4300-0105

DATE RECEIVED: 08/19/2016 **AGENCY RESPONSE:** 09/14/2016 **REVIEW CLOSED:** 09/19/2016

MS CARRIE ATKINSON
CLEARINGHOUSE COORDINATOR
DEPT OF TRANSPORTATION
STATEWIDE PLANNING - MSC #1554
RALEIGH NC

REVIEW DISTRIBUTION

DEPT OF ENVIRONMENTAL QUALITY

DEPT OF NATURAL & CULTURAL RESOURCE

DEPT OF TRANSPORTATION

DNCR - DIV OF PARKS AND RECREATION

DPS - DIV OF EMERGENCY MANAGEMENT

TRIANGLE J COG

PROJECT INFORMATION

APPLICANT: NCDEQ

TYPE: State Environmental Policy Act

Environmental Assessment/Finding of No Significant Impact

DESC: Revised - Proposed project by the City of Raleigh to construct a 40 MGD Crabtree Creek lift station and install infrastructure to address wet weather hydraulic

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If additional review time is needed, please contact this office at (919)807-2425.

AS A RESULT	OF THIS REVIEW THE FOLLOWING IS SUBMITTED	: 📈 NO COMMENT 🗌	COMMENTS ATTACHED
SIGNED BY:	Pupal	DATE:	09/07/16



NORTH CAROLINA STATE CLEARINGHOUSE DEPARTMENT OF ADMINISTRATION

INTERGOVERNMENTAL REVIEW

INTERGOVERNMENTA.

STATE NUMBER:

17-E-4300-0105

DATE RECEIVED: 08/19/2016 **AGENCY RESPONSE:** 09/14/2016

REVIEW CLOSED: 09/19/2016

AUG 2 4 2016

MS PAULA CUTTS
CLEARINGHOUSE COORDINATOR
DPS - DIV OF EMERGENCY MANAGEMENT
FLOODPLAIN MANAGEMENT PROGRAM
MSC # 4218

REVIEW DISTRIBUTION

RALEIGH NC

COUNTY: WAKE

DEPT OF ENVIRONMENTAL QUALITY
DEPT OF NATURAL & CULTURAL RESOURCE
DEPT OF TRANSPORTATION
DNCR - DIV OF PARKS AND RECREATION
DPS - DIV OF EMERGENCY MANAGEMENT
TRIANGLE J COG

PROJECT INFORMATION

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TYPE: State Environmental Policy Act

Environmental Assessment/Finding of No Significant Impact

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If additional review time is needed, please contact this office at (919)807-2425.

AS A RESULT	OF THIS	REVIEW THE	FOLLOWING	IS	SUBMITTED:		NO	COMMENT	COMMENTS	ATTACHED
SIGNED BY:	The	w E C.	bake_			 		DAG	re: 07 Sept	2014



Pat McCrory, Governor Frank L. Perry, Secretary

Michael A. Sprayberry, Director

September 7, 2016

State Clearinghouse N.C. Department of Administration 1301 Mail Service Center Raleigh, North Carolina 27699-1301

Subject: Intergovernmental Review State Number: 17-E-4300-0105 Crabtree Creek Lift Station, City of Raleigh, Wake County

As requested by the North Carolina State Clearinghouse, the North Carolina Department of Public Safety Division of Emergency Management Risk Management reviewed the proposed project for the Crabtree Basin Wastewater System Conveyance Improvements and offers the following comments:

- 1) The project site is located in the City of Raleigh. The City of Raleigh participates in the National Flood Insurance Program and enforces a Flood Damage Prevention Ordinance that requires a Floodplain Development Permit be issued for all development located in the Special Flood Hazard Area (SFHA) within its jurisdiction. Please ensure the City of Raleigh's Floodplain Administrator reviews and issues permits for each part of the Crabtree Basin Wastewater System Conveyance Improvements project within a SFHA.
- 2) The site outlined in the application encroaches on the SFHA of Crabtree Creek. Please see Flood Insurance Rate Map Panel 1715. Any grading, fill or placement of equipment or materials in the SFHA will require a floodplain development permit issued by the City of Raleigh.
- 3) From the documentation provided, it appears that the project will encroach on the Floodway of Crabtree Creek. If there is any encroachment, construction, or storage of equipment and materials in the Floodway, then a hydraulic analysis shall be performed to determine the impact on flood levels during the base flood discharge due to the proposed construction. An increase in flood levels will require approval of a Conditional Letter of Map Revision prior to construction. No structures shall be impacted by the increase in flood levels. If there are no increases in flood levels, a "No-Rise" study and certification will be required prior to construction.

Thank you for your cooperation and consideration. If you have any questions concerning the above comments, please contact me at (919) 825-2300, by email at dan.brubaker@ncdps.gov or at the address shown on the footer of this document.

MAILING ADDRESS:

4218 Mail Service Center Raleigh NC 27699-4218 www.ncdps.gov www.ncfloodmaps.com



GTM OFFICE LOCATION: 4105 Reedy Creek Road

Raleigh, NC 27607 Telephone: (919) 825-2341 Fax: (919) 825-0408 Sincerely,

John D. Brubaker, P.E., CFM

NFIP Engineer Risk Management

ce: Tom Langan, Engineering Supervisor John Gerber, NFIP State Coordinator

Ben Brown, Floodplain Administrator, City of Raleigh

File





DONALD R. VAN DER VAART

Secretary

TRACY DAVIS

Director

June 9, 2016

LETTER OF APPROVAL

City of Raleigh Ruffin L. Hall Po Box 590 Raleigh, NC 27602

RE: Project Name: CORPUD CRABTREE BASIN WASTEWATER SYSTEM

CONVEYANCE IMPROVEMENTS - PHASE II (OPEN CUT)

Acres Approved: 30.0

Project ID: WAKE-2016-059 County: Wake, City: Raleigh Address: Allegany & Hodges St.

River Basin: Neuse

Stream Classification: Other Submitted By: Chris Windley

Date Received by LQS: May 17, 2016;5/23/16;6/1/16

Plan Type: Utilities

Description: Original submittal with several revisions increasing erosion control

particularly around stream crossing areas.

Dear Sir or Madam:

This office has reviewed the subject erosion and sedimentation control plan. We find the plan to be acceptable and hereby issue this Letter of Approval. The enclosed Certificate of Approval must be posted at the job site. This plan approval shall expire three (3) years following the date of approval, if no land-disturbing activity has been undertaken, as is required by Title 15A NCAC 4B .0129.

Please be aware that your project will be covered by the enclosed NPDES Construction Stormwater General Permit NCG010000. Please become familiar with all the requirements and conditions of this permit in order to achieve compliance.

Letter of Approval Ruffin Hall June 9, 2016 Page 2 of 2

Title 15A NCAC 4B .0118(a) requires that a copy of the approved erosion control plan be on file at the job site. Also, this letter gives the notice required by G.S. 113A-61.1(a) of our right of periodic inspection to insure compliance with the approved plan.

North Carolina's Sedimentation Pollution Control Act is performance-oriented, requiring protection of existing natural resources and adjoining properties. If, following the commencement of this project, the erosion and sedimentation control plan is inadequate to meet the requirements of the Sedimentation Pollution Control Act of 1973 (North Carolina General Statute 113A-51 through 66), this office may require revisions to the plan and implementation of the revisions to insure compliance with the Act.

Acceptance and approval of this plan is conditioned upon your compliance with Federal and State water quality laws, regulations, and rules. In addition, local city or county ordinances or rules may also apply to this land-disturbing activity. This approval does not supersede any other permit or approval.

Please note that this approval is based in part on the accuracy of the information provided in the Financial Responsibility Form, which you provided. You are requested to file an amended form if there is any change in the information included on the form. In addition, it would be helpful if you notify this office of the proposed starting date for this project. Please notify us if you plan to have a preconstruction conference.

Your cooperation is appreciated.

Sincerely,

Karyn Pageau, EIT, CPESC

Assistant State Sediment Specialist

Land Quality Section

Enclosures: Certificate of Approval

NPDES Permit

cc: Chris L Windley, PE, McKim & Creed, Venture IV Builidng, Suite 500, 1730 Varsity

Dr., Raleigh, NC 27606

NPDES File



MICHAEL S. REGAN

WILLIAM E. TOBY VINSON, JR.
Interim Director

March 23, 2018

LETTER OF APPROVAL

City of Raleigh Attn: Ruffin L. Hall P.O. Box 590 Raleigh, NC 27602

RE: Project Name: Crabtree Basin Wastewater System Improvements – Ph. II

Acres Approved: 1.6 Acres Project ID: WAKE-2018-091

County: Wake, City: Raleigh, Address: Hawes Court

River Basin: Neuse

Stream Classification: Other

Submitted By: CJS Conveyance, PLLC Date Received by LQS: April 9, 2018

Plan Type: New

Dear Mr. Hall:

This office has reviewed the subject erosion and sedimentation control plan. We find the plan to be acceptable and hereby issue this Letter of Approval. The enclosed Certificate of Approval must be posted at the job site. This plan approval shall expire three (3) years following the date of approval, if no land-disturbing activity has been undertaken, as is required by Title 15A NCAC 4B .0129.

Please be aware that your project will be covered by the enclosed NPDES Construction Stormwater General Permit NCG010000. Please become familiar with all the requirements and conditions of this permit in order to achieve compliance.

Title 15A NCAC 4B .0118(a) requires that a copy of the approved erosion control plan be on file at the job site. Also, this letter gives the notice required by G.S. 113A-61.1(a) of our right of periodic inspection to insure compliance with the approved plan.

Letter of Approval Crabtree Basin WW System Improvements, Ph. II April 9, 2018 Page 2 of 2

North Carolina's Sedimentation Pollution Control Act is performance-oriented, requiring protection of existing natural resources and adjoining properties. If, following the commencement of this project, the erosion and sedimentation control plan is inadequate to meet the requirements of the Sedimentation Pollution Control Act of 1973 (North Carolina General Statute 113A-51 through 66), this office may require revisions to the plan and implementation of the revisions to insure compliance with the Act.

Acceptance and approval of this plan is conditioned upon your compliance with Federal and State water quality laws, regulations, and rules. In addition, local city or county ordinances or rules may also apply to this land-disturbing activity. This approval does not supersede any other permit or approval.

Please note that this approval is based in part on the accuracy of the information provided in the Financial Responsibility Form, which you provided. You are requested to file an amended form if there is any change in the information included on the form. In addition, it would be helpful if you notify this office of the proposed starting date for this project. Please notify us if you plan to have a preconstruction conference.

Your cooperation is appreciated.

Sincerely,

Glen White

Alon legita

Regional Engineering Associate

DEMLR

Enclosures: Certification

Certificate of Approval

NPDES Permit

cc: Chris L. Windley, CJS Conveyance, PLLC (cwindley@cjconveyance.com) - Electronic Copy DEMLR - Raleigh Regional Office File



ROY COOPER Governor MICHAEL S. REGAN Secretary WILLIAM E. (TOBY) VINSON, JR. Interim Director

December 14, 2018

LETTER OF APPROVAL

City of Raleigh

ATTN: Ruffin L. Hall, City Manager

PO Box 590

Raleigh, NC 27602

RE: Project Name: Crabtree Basin Wastewater System Conveyance Improvements

Ph II - Open Cut

Project ID: WAKE-2018-101

County: WAKE, City: Raleigh, Address: Hodges Street River Basin: Neuse, Stream Classification: Other

Submitted By: CJS Conveyance, PLLC

Date Received by LQS: December 12, 2018

Plan Type: Revised

Dear Mr. Ruffin:

This office has reviewed the subject erosion and sedimentation control plan. We find the plan to be acceptable and hereby issue this Letter of Approval. The enclosed Certificate of Approval must be posted at the job site. This plan approval shall expire three (3) years following the date of approval, if no land-disturbing activity has been undertaken, as is required by Title 15A NCAC 4B .0129.

Please be aware that your project will be covered by the enclosed NPDES Construction Stormwater General Permit NCG010000. Please become familiar with all the requirements and conditions of this permit in order to achieve compliance.



Letter of Approval City of Raleigh December 14, 2018 Page 2 of 2

Title 15A NCAC 4B.0118(a) requires that a copy of the approved erosion control plan be on file at the job site. Also, this letter gives the notice required by G.S. 113A-61.1(a) of our right of periodic inspection to insure compliance with the approved plan.

North Carolina's Sedimentation Pollution Control Act is performance-oriented, requiring protection of existing natural resources and adjoining properties. If, following the commencement of this project, the erosion and sedimentation control plan is inadequate to meet the requirements of the Sedimentation Pollution Control Act of 1973 (North Carolina General Statute 113A-51 through 66), this office may require revisions to the plan and implementation of the revisions to insure compliance with the Act.

Acceptance and approval of this plan is conditioned upon your compliance with Federal and State water quality laws, regulations, and rules. In addition, local city or county ordinances or rules may also apply to this land-disturbing activity. This approval does not supersede any other permit or approval.

Please note that this approval is based in part on the accuracy of the information provided in the Financial Responsibility Form, which you provided. You are requested to file an amended form if there is any change in the information included on the form. In addition, it would be helpful if you notify this office of the proposed starting date for this project. Please notify us if you plan to have a preconstruction conference.

Your cooperation is appreciated.

Sincerely,

Sally Castle, El

Regional Engineering Associate

DEMLR

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