

**2020 MUNICIPAL SERVICES AGREEMENT**

THIS CONTRACT, entered into originally August 1, 2003 by and between the UNITED STATES OF AMERICA (hereinafter called the "Government") held in effect continuously and renewed annually is, represented by the Utilities Sales Officer executing this contract and

Bragg Communities LLC

(Hereinafter called the "Purchaser" or "BC, LLC")

WHEREAS, the Government has established Military Installations near Fayetteville, North Carolina known as Fort Bragg and Pope Army Airfield, and owns, maintains and operates facilities for the furnishing of certain utilities services and also obtains certain utility services from utility companies and

WHEREAS, pursuant to the Military Housing Privatization Initiative (10 U.S.C. section 2878 as amended), Government and Purchaser have entered into a ground lease on August 1, 2003 with Supplemental Agreements 2 (1 Sep 07); 3 (20 Dec 07); 4 (30 Aug 10); 5 (6 Jun 11); 6 (13 Aug 14); & 7 (13 Aug 14) effective as of the Amendment No. 2 date 1 Sept 07 ("Ground Lease");

WHEREAS, pursuant to the Ground Lease, Government has leased to Purchaser, portions of Fort Bragg and Pope Army Airfield real estate designated for family housing and unaccompanied housing (SUH) and has conveyed any improvements thereon, for a term of fifty years, which term is renewable for an additional twenty-five years by agreement of Government and Purchaser;

WHEREAS, the Ground Lease contains the Government's Covenant to provide or otherwise ensure the availability of utility services (and other municipal services) for the benefit of Purchaser's administrative operations and the residents of the Family Housing and senior unaccompanied housing;

WHEREAS, the Purchaser desires to obtain services from the Government for electricity, natural gas, water, wastewater, police and fire protection.

WHEREAS, construction of facilities in connection with the sale of such service to the Purchaser will not hinder the construction of public or private utility service facilities of a like nature;

WHEREAS, PURSUANT TO 10 USC, section 2872a, and FMR 7000.14R, Vol. 11A the Government is authorized to sell and be reimbursed services required by the Purchaser;

WHEREAS, the Government desires to obtain service from the Purchaser for road maintenance and repair within the Ground Lease in the Linden Oaks Housing Area;

NOW, THEREFORE, in consideration of the premises and the mutual agreement herein contained, to be performed by the parties hereto respectively, it is agreed as follows:

**GENERAL PROVISIONS**

1. SERVICES TO BE RENDERED. From and after the effective date of this contract, the Government agrees to supply the Purchaser with the services and utilities listed in the attached General and Special Provisions A-F and the Purchaser agrees to supply services listed in Special Provision G.

2. PAYMENTS. For and in consideration of the performance of the stipulations of this contract, the Purchaser agrees to pay the Government for service herein contracted for, at the rates set forth in attached Special Provisions A-F and the Government agrees to pay the Purchaser for service herein contracted for in Special Provision G. Monthly Bills are available on the 20<sup>th</sup> of each month in [WWW.PAY.GOV](http://WWW.PAY.GOV). The DPW Housing office will validate the bill each month and provide a signed copy of the bill to Corvias by the end of each month. All such bills will be due and payable within 30 days of the date of the invoice.
3. USE OF SERVICE. Purchaser and Government agree to use the services provided herein, respectively, in such manner as not to in any way disrupt or interfere with the requirements of the Government, Purchaser or any other Purchaser that may be served by the Government. Purchaser agrees that these services shall be exclusively for the benefit of Bragg Communities, LLC (BC, LLC).
4. CHANGE OF RATES. The rates for each service to be charged the Purchaser or Government shall be the local prevailing rates for similar service, provided that the rates shall not be less and shall not be more than the cost to the Government or Purchaser of supplying the service, including losses, overhead, and capital charges.

The rates and charges applicable to the service or services contemplated herein will be renewed annually or more often if necessary, in compliance with the above requirements. Annual validation or rate calculations will be normally available in October/November of the current calendar year and will become effective in January of the following year.

If during the life of this contract there should be a change in the applicable local prevailing rates or in the cost to the Government or Purchaser, the contract rates set forth herein will be adjusted, with **30-day advance written notice**, as required to conform therewith and the Government or Purchaser agrees to furnish, subject to the conditions set forth herein, and the Purchaser or Government agrees to take and pay for, such service at the adjusted rates from and after the date when such adjusted rates are made effective.

In the event that alternate source(s) of service become available to Purchaser at a more beneficial rate, then the Purchaser may elect to seek an alternate source for the service or services and terminate this agreement in accordance with Paragraph 7.

5. Bragg Communities, LLC as Purchaser may negotiate connection charges, relocation fees and construction standards directly with any privatized utility service provider.
6. LIABILITY. Except for actions on the part of the Government that constitute a breach of contract or gross negligence, the Purchaser shall indemnify, hold and save the Government, its officers, agents and employees, harmless from liability of any kind, for or on account of any claim or action that may be asserted in connection with the services furnished under this contract. Likewise, except for actions on the part of the Purchaser that constitute a breach of contract or gross negligence, the Government shall indemnify, hold and save the Purchaser, its officers, agents and employees, harmless from liability of any kind, for or on account of any claim or action that may be asserted in connection with the services furnished under this contract.
7. TERMINATION. In the event a service or utility is terminated by the Purchaser, with 30-day advance written notice and in accordance with the terms hereof; the Government shall have the right to recapture costs of such services or utilities previously rendered.

In the event of a national emergency proclaimed by the President, the Government may terminate this contract immediately without such advance notice. It is further mutually agreed that this contract will be terminated at such time as the installation furnishing said service becomes inactive.

8. RECAPTURE. In the event this contract is terminated in accordance with the terms hereof; the Government shall have the right to recapture with reasonable notice any utility facility it may have furnished in connection with the sale of any utility service to the Purchaser.
9. FACILITIES TO BE PROVIDED. The Government shall not be obligated in any way for the cost of making connections for Purchaser's services. Purchaser shall, at Purchaser's expense, install, maintain, and operate all new facilities required for obtaining services, including appropriate industry-standard **metering** when required by the Government or other utility service Owner and regulating equipment and service connections to the existing utility system. Plans for all such facilities shall be subject to the approval of the Utilities Sales Officer and the installation of such facilities shall be subject to his/her supervision. Such approvals shall not be unreasonably withheld. Once new facilities are inspected and approved by the government the responsibility for the upkeep and maintenance of the new facilities shall be governed by the terms and conditions of the Ground Lease. Purchaser's obligations with regards to maintaining existing facilities are described in the attached Special Provisions.
10. OFFICIAL NOT TO BENEFIT. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.
11. COVENANT AGAINST CONTINGENT FEES. The Purchaser warrants that no person or selling agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

"Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person employed by the Purchaser and subject to the purchaser's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence", as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

12. DISPUTES.

- a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act)
- b. The Government and Purchaser shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of a warranted Contracting Officer.
- c. The requirements of the Disputes clause at FAR 52.233-1 are supplemented to provide that matters involving the interpretation of retail rates, rate schedules, tariffs, riders, and tariff related terms provided under this contract and conditions of service are subject to the jurisdiction and regulation of the utility rate commission or regulatory body for the utility.

13. DEFINITION

The term "Utility Provider" means the US Government Directorate of Public Works (DPW), Fort Bragg, NC controlled commodity through a self-owned or privatized utility network including Old North Utility Services (ONUS), Harnett County Public Utilities, Public Works Commission (PWC), Piedmont Natural Gas (PNG), or Sandhills Utilities Services (SUS) so long as billing for service is through the US government.

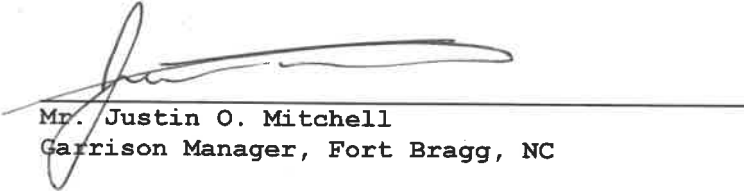
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the approved date below here written.



by: Pete Sims, Authorized Representative

Bragg Communities LLC  
Effective Date: 1 Jan 20  
Approved Date: July 22, 2020

THE UNITED STATES OF AMERICA



Mr. Justin O. Mitchell  
Garrison Manager, Fort Bragg, NC

**SPECIAL PROVISION A  
ELECTRIC SERVICE**

1. ESTIMATED SERVICE REQUIREMENTS.

Actual Annual Consumption for FY19:

Neighborhood	Actual Consumption	Unit
Bragg Family Housing (includes Pope and Linden Oaks)	103,291,267	KWH
Bragg Family Housing (includes Pope and Linden Oaks)	122,304	SF
Bragg Randolph Pointe (SUH)	4,107,943	KWH

The parties hereto are not obligated to deliver or receive, nor are they restricted to, the above amounts.

2. POINT OF DELIVERY. The point of delivery of service shall be: At master electric meters that measure an area of dwelling units.

3. DESCRIPTION OF ELECTRIC SERVICE. The Government will supply 12,470/7,200V, 3 phase, 4 wire and 120/208V, single phase, 3 wire, 60 HZ alternating current.

4. RATES. The rate to be charged Bragg Communities LLC (BC, LLC) is variable monthly, or more frequently if Fort Bragg's utility suppliers push cost increases/decreases to the installation. Directorate of Public Works (DPW) passes these cost increases/decreases to BC, LLC as they occur.

a. Electrical consumption for Bragg Family Housing (including Pope and Linden Oaks) will be billed at the monthly per KWH rate (currently 0.08526/KWH) for metered housing units and electrical fixtures. Non-metered electrical fixtures will be billed at the monthly square-footage rate (currently 0.09908/SF).

Actual FY19 Kilowatt-Hour (KWH) Consumption for Bragg Family Housing (including Pope and Linden Oaks) with FY20 rates:

**Family Housing**

	FH Electric Consumption Per KWH FY19	FY20 Rate	Total
Oct-18	9,346,967	0.08526	\$ 796,922.41
Nov-18	7,223,368	0.08526	\$ 615,864.36
Dec-18	7,422,925	0.08526	\$ 632,878.59
Jan-19	8,572,827	0.08526	\$ 730,919.23
Feb-19	9,624,551	0.08526	\$ 820,589.22
Mar-19	7,901,864	0.08526	\$ 673,712.92
Apr-19	7,352,684	0.08526	\$ 626,889.84
May-19	7,070,843	0.08526	\$ 602,860.07
Jun-19	8,875,016	0.08526	\$ 756,683.86
Jul-19	9,032,429	0.08526	\$ 770,104.90
Aug-19	10,840,617	0.08526	\$ 924,271.01
Sep-19	10,027,176	0.08526	\$ 854,917.03
<b>TOTAL</b>			<b>\$ 8,806,613.42</b>



Actual FY19 Square-Footage (SF) Consumption for Bragg Family Housing (including Pope and Linden Oaks) with FY20 rates:

<b>Family Housing</b>			
	<b>FH Electric SQ FT</b>	<b>FY20 Rate</b>	<b>Total</b>
Oct-18	10,192	0.09908	\$ 1,009.82
Nov-18	10,192	0.09908	\$ 1,009.82
Dec-18	10,192	0.09908	\$ 1,009.82
Jan-19	10,192	0.09908	\$ 1,009.82
Feb-19	10,192	0.09908	\$ 1,009.82
Mar-19	10,192	0.09908	\$ 1,009.82
Apr-19	10,192	0.09908	\$ 1,009.82
May-19	10,192	0.09908	\$ 1,009.82
Jun-19	10,192	0.09908	\$ 1,009.82
Jul-19	10,192	0.09908	\$ 1,009.82
Aug-19	10,192	0.09908	\$ 1,009.82
Sep-19	10,192	0.09908	\$ 1,009.82
			<b>\$ 12,117.88</b>

Note: \* Sandhills Utility Service Facilities Surcharge began January 2007; include BC, LLC pro-rated operations and maintenance shared costs charged to Directorate of Public Works. Starting 1 October 2015, facility charges (O&M) and line losses are combined with the commodity rate into a comprehensive unit cost.

b. Phase I and Phase II of Randolph Pointe Apartments (SUH) were completed in 2009 and 2014, respectively. Electrical consumption for apartment units, neighborhood center, apartment/leasing office, garages, and exterior lighting will be billed at the monthly per KWH rate (currently 0.09908/KWH)

Actual FY19 Consumption for Randolph Pointe Apartments (SUH) with FY20 rates:

<b>Randolph Point</b>			
	<b>RP Electric Consumption Per KWH FY 19</b>	<b>FY 20 Rate</b>	<b>Total</b>
Oct-18	278,962	0.08526	\$ 23,784.30
Nov-18	290,729	0.08526	\$ 24,787.55
Dec-18	342,572	0.08526	\$ 29,207.69
Jan-19	351,967	0.08526	\$ 30,008.71
Feb-19	384,967	0.08526	\$ 32,822.29
Mar-19	344,600	0.08526	\$ 29,380.60
Apr-19	352,707	0.08526	\$ 30,071.80
May-19	289,598	0.08526	\$ 24,691.13
Jun-19	348,389	0.08526	\$ 29,703.65
Jul-19	352,227	0.08526	\$ 30,030.87
Aug-19	403,496	0.08526	\$ 34,402.07
Sep-19	367,729	0.08526	\$ 31,352.57
			<b>\$350,243.22</b>

c. Electrical charges for Bragg Communities, LLC-controlled facilities are as follows:

1) Corvias Military Living-owned Headquarters Building, Armistead Street, Pope AFB (Building 36) will be billed at the monthly per KWH rate (currently 0.08526/KWH).

2) Leased Mallonee Service Area, S. Lucas Avenue (6-9155, 6-9262, 6-9355, 6-9357, and 6-9455) will be billed at the monthly per KWH rate (currently 0.08526/KWH).

3) Leased Administrative offices in the Soldier Support Center (Building 4-2843) started 8 April 2014. DPW bills at a monthly blended estimated square foot rate:  $164 \text{ SF} \times 0.09908/\text{SF} = \$16.25$  monthly. Currently Corvias has not reestablished an office space in the Soldier Support Center. Once an Office has space has been reestablished, this cost will apply

Estimated annual: \$195.00; however, rates are set by fiscal year so Oct 19 - Dec 19 and are subject to rate adjustments.

4) Non-metered electrical fixtures will be billed at the monthly square-footage rate (currently 0.09908/SF).

5. METERING AND BILLING. Service will be measured by master electric meters, metered transformers, and blended estimated square footage rates. For all meters, periodic meter calibration is a utility provider responsibility. The meters will be read monthly by the Government or bona fide agent assigned. Bills will be rendered monthly to the Purchaser by the Government. A copy of the electrical deduct worksheet will be provided monthly with the bill.

6. ALTERATIONS AND ADDITIONS: Additional housing facilities added or serving the housing inventory by BC, LLC are covered under this agreement. Any additional metering required to measure housing electrical consumption will be funded by Bragg Communities, LLC.

7. PURCHASER'S MAINTENANCE OBLIGATIONS: The point of demarcation where BC, LLC shall assume responsibility for electrical maintenance & repair is as follows:

a. Family Housing:

- For aerial services at the service entrance connection point (weather head).
- For underground low voltage services at the line side lugs of the entrance panel, meter base, or main disconnect switch.

b. Apartments:

- For underground low voltage services at the line side lugs of the entrance panel, meter base, or main disconnect switch.

c. Leased facilities: See terms of individual lease if not mentioned above.



**SPECIAL PROVISION B  
GAS SERVICE**

1. ESTIMATED REQUIREMENTS.

Actual Annual Consumption for FY17:

Neighborhood	Actual Consumption (Therms)
Bragg Family Housing	
Government-Owned	1,075,068
Piedmont Natural Gas-Owned	252,822
Randolph Pointe Apts (SUH)	N/A

The parties hereto are not obligated to deliver or receive, nor are they restricted to, the above amounts.

2. POINT OF DELIVERY/DEMARCATIION. For dwelling units where the natural gas distribution system is Government-owned, the demarcation point is the first pipefitting or valve downstream (dwelling unit side) of the regulator and/or meter, or for Piedmont Natural Gas Company (aka North Carolina Natural Gas Company) meters connected to individual dwelling units (Cherbourg HA-13 & Ste. Mere Eglise HA-14/15).

3. QUALITY OF GAS. The Government will supply the Purchaser with gas of similar characteristics as the gas received by the Government.

4. RATES. The rates to be charged Bragg Communities, LLC are variable monthly, or more frequently if Fort Bragg's utility suppliers push cost increases to the installation. Directorate of Public Works (DPW) passes these cost increases/decreases to the customer as they occur. Starting 1 October 2015, facility charges (O&M) and lines losses are combined with the commodity rate into one comprehensive unit cost for the Government-owned natural gas service.

a. Because of variation in heat content, adjustments, if any, made by Government's supplier in the price of the gas received by Government is proportionately applied to the rate schedule.

b. Actual FY19 Consumption for Bragg Family Housing with FY20 rates:

<b>Government Owned Gas System</b>			
	THERMS	FY20 rate per Therm	Total
Oct-18	32,165	0.74894	\$ 24,089.66
Nov-18	65,470	0.74894	\$ 49,033.10
Dec-18	124,742	0.74894	\$ 93,424.27
Jan-19	212,834	0.74894	\$ 159,399.90
Feb-19	195,320	0.74894	\$ 146,282.96
Mar-19	190,942	0.74894	\$ 143,004.10
Apr-19	112,065	0.45568	\$ 51,065.78
May-19	58,266	0.45568	\$ 26,550.65
Jun-19	25,032	0.45568	\$ 11,406.58
Jul-19	19,405	0.45568	\$ 8,842.47
Aug-19	17,883	0.45568	\$ 8,148.93
Sep-19	20,944	0.45568	\$ 9,543.76
	1,075,068		\$ 730,792.16

<b>PIEDMONT NATURAL GAS-OWNED SYSTEM</b>			
	<b>PNG Consumption by THERMS</b>	<b>FY20 rate</b>	<b>Total</b>
Oct-18	11,950	0.74894	\$ 24,089.66
Nov-18	28,502	0.74894	\$ 49,033.10
Dec-18	42,760	0.74894	\$ 93,424.27
Jan-19	44,747	0.74894	\$ 159,399.90
Feb-19	40,942	0.74894	\$ 146,282.96
Mar-19	31,706	0.74894	\$ 143,004.10
Apr-19	17,481	0.45568	\$ 51,065.78
May-19	7,787	0.45568	\$ 26,550.65
Jun-19	7,068	0.45568	\$ 11,406.58
Jul-19	6,664	0.45568	\$ 8,842.47
Aug-19	6,331	0.45568	\$ 8,148.93
Sep-19	6,884	0.45568	\$ 9,543.76
	<b>252,822</b>		<b>\$ 730,792.16</b>

\*PNG Rate reflects the installation billed rate as of May 2019

<b>Natural Gas Combined</b>				
	<b>GOV- OWNED by THERMS</b>	<b>PNG Consumption by THERMS</b>	<b>FY20 rate</b>	<b>Total</b>
Oct-18	32,165	11,950	0.74894	\$ 33,039.49
Nov-18	65,470	28,502	0.74894	\$ 70,379.39
Dec-18	124,742	42,760	0.74894	\$ 125,448.95
Jan-19	212,834	44,747	0.74894	\$ 192,912.71
Feb-19	195,320	40,942	0.74894	\$ 176,946.06
Mar-19	190,942	31,706	0.74894	\$ 166,749.99
Apr-19	112,065	17,481	0.45568	\$ 59,031.52
May-19	58,266	7,787	0.45568	\$ 30,099.03
Jun-19	25,032	7,068	0.45568	\$ 14,627.33
Jul-19	19,405	6,664	0.45568	\$ 11,879.12
Aug-19	17,883	6,331	0.45568	\$ 11,033.84
Sep-19	20,944	6,884	0.45568	\$ 12,680.66
	<b>1,075,068</b>	<b>252,822</b>		<b>\$ 904,828.10</b>

c. Gas charges for Corvias Military Living Headquarters Building, Armistead Street, Pope AAF (Building 36) is included above under the government-owned columns.

5. UNIT OF MEASURE. The method of determining the volume of gas in cubic feet, or the quantity of heat units in Therms, delivered to the Purchaser by the utility, shall be the same as that used to determine the amount of cubic feet or Therms delivered to the Government by its supplier.

6. METERING AND BILLING. Gas will be measured by natural gas meters. For master meters, periodic meter calibration is a utility provider responsibility. Piedmont Natural Gas Company owns its meters and gas distribution system in Nijmegen/Cherbourg (HA-13) and Ste. Mere Eglise (HA-14/HA-15). The meters will be read either by the utility, or its authorized representative, or the Government or bona fide agent assigned, and bills will be rendered monthly to the Purchaser.

7. ALTERATIONS AND ADDITIONS:

Additional housing facilities added or serving the housing inventory by Bragg Communities, LLC will be covered under this agreement.

Any additional metering required to measure housing natural gas consumption will be funded by Bragg Communities, LLC.

8. PURCHASER'S MAINTAINENCE OBLIGATIONS:

The point of demarcation where Bragg Communities, LLC shall assume responsibility for natural gas maintenance & repair is as follows:

- For dwelling units/housing facilities where the natural gas distribution system is owned by Piedmont Natural Gas Company (aka North Carolina Natural Gas Company) in Nijmegen/Cherbourg (HA-13) and Ste. Mere Eglise (HA-14/HA-15), the demarcation point is the first pipe fitting down-stream (dwelling unit side) of the meter.
- For dwelling units/housing facilities where the natural gas distribution system is owned by the government/Bragg Communities, LLC, the demarcation point is the first pipe fitting or valve down-stream (dwelling unit side) of the regulator and/or meter.

**SPECIAL PROVISION C  
WATER SERVICE**

1. ESTIMATED REQUIREMENTS.

Estimated annual water consumption:

Neighborhood	Estimated Consumption (KGAL)
Bragg Family Housing (Excluding Linden Oaks)	348,228.4
Randolph Pointe Apts (SUH)	11,900.6

The parties hereto are not obligated to deliver or receive, nor are they restricted to, the above amounts.

2. POINT OF DELIVERY. The point of delivery of water shall be the point of connection at various locations within the water main.

3. QUALITY OF WATER. The Government will supply the same quality of potable water as supplied to Fort Bragg by means of its water system located at the said Army Installation.

4. RATES. The rates to be charged the Purchaser by the Government for the water service are subject to ASA (I&E) Memorandum, subject: Utility Services Reimbursement Policy for Residential Communities Initiative (RCI) Partnerships, 5 May 2004. Water commodity services will be provided from a privately-owned system to the RCI project. Facility charges (O&M) and line losses are combined with the commodity rate into one comprehensive unit cost.

a. Bragg Family Housing (including Pope). The cost will be charged to the project at a rate of \$4.88602/KGAL (including line loss and O&M charges) with a multiplier of 6.68 KGAL per occupied home in all neighborhoods with the exception of Randolph Pointe which is billed separately (see 4b) and Linden Oaks which is billed separately by Harnett County. The estimated average annual consumption is calculated using the previous fiscal year's average family housing occupancy (excluding Linden Oaks/HA-27). The average occupancy for FY18 was 4,344. This occupancy is multiplied by a "per door" multiplier (6.68 for 2020) to estimate monthly and annual water consumption. This multiplier is calculated using Linden Oaks/HA-27 as a model and is an estimate of monthly water use (in KGAL) "per door". This multiplier is based on a 12-month average and is subject to annual review and revision.

Family Housing					
Water	Main post Occupancy	Multiplier	Sub Total Kgal	Rate	Grand total
Oct-18	4531	6.68	30267.08	4.88602	\$ 147,885.56
Nov-18	4526	6.68	30233.68	4.88602	\$ 147,722.37
Dec-18	4512	6.68	30140.16	4.88602	\$ 147,265.42
Jan-19	4524	6.68	30220.32	4.88602	\$ 147,657.09
Feb-19	4529	6.68	30253.72	4.88602	\$ 147,820.28
Mar-19	4481	6.68	29933.08	4.88602	\$ 146,253.63
Apr-19	4422	6.68	29538.96	4.88602	\$ 144,327.95
May-19	4298	6.68	28710.64	4.88602	\$ 140,280.76
Jun-19	4176	6.68	27895.68	4.88602	\$ 136,298.85
Jul-19	4082	6.68	27267.76	4.88602	\$ 133,230.82
Aug-19	4054	6.68	27080.72	4.88602	\$ 132,316.94
Sep-19	3995	6.68	26686.6	4.88602	\$ 130,391.26
			348228.4		\$ 1,701,450.93

b. Randolph Pointe Apartments (SUH). Randolph Pointe Phase I and Phase II were completed 2009 and 2014, respectively. The cost will be charged to the project at a rate of \$4.88602/KGal (including line loss and O&M charges) with a multiplier of 1.516 KGAL per occupied apartment unit. Estimated consumption: 654 Units x "1.516" KGAL per Unit (includes neighborhood center, pool, etc) = 11,900.6 KGAL. Average annual consumption is calculated using the previous fiscal year's average occupancy for Randolph Pointe. The average occupancy for FY19 was 654 based on occupancy from October 2018 through September 2019. This occupancy is multiplied by a "per bed" multiplier ("1.516" for FY20) to estimate monthly and annual water consumption. This multiplier is calculated using Linden Oaks/HA-27 as a model of 1,516 or (1.516) per person and is an estimate of monthly water use (KGAL) "per bed occupied". This multiplier is based on a 12-month average and is subject to annual review and revision.

Randolph Point					
	RP Monthly Occupancy	Multiplier	Sub Total Kgal	Rate	Grand total
Oct-18	665	1.516	1008.14	4.88602	\$ 4,925.79
Nov-18	669	1.516	1014.204	4.88602	\$ 4,955.42
Dec-18	667	1.516	1011.172	4.88602	\$ 4,940.61
Jan-19	669	1.516	1014.204	4.88602	\$ 4,955.42
Feb-19	644	1.516	976.304	4.88602	\$ 4,770.24
Mar-19	647	1.516	980.852	4.88602	\$ 4,792.46
Apr-19	644	1.516	976.304	4.88602	\$ 4,770.24
May-19	643	1.516	974.788	4.88602	\$ 4,762.83
Jun-19	633	1.516	959.628	4.88602	\$ 4,688.76
Jul-19	647	1.516	980.852	4.88602	\$ 4,792.46
Aug-19	667	1.516	1011.172	4.88602	\$ 4,940.61
Sep-19	655	1.516	992.98	4.88602	\$ 4,851.72
			11,900.6		\$ 58,146.57

c. In Sep 07 Fort Bragg privatized its water distribution and wastewater collection systems to Old North Utility Services (ONUS). ONUS officially took over operation and maintenance (O&M) of the systems on 1 Mar 08. The estimated BC, LLC O&M portion is 12 percent of the monthly total installation O&M cost. DPW began billing BC, LLC for this utility cost effective with the April 10 utility invoice. On 1 May 2015, all water and wastewater service infrastructure (excluding Linden Oaks/HA-27) previously installed and maintained by BC, LLC was transferred to ONUS. This transaction transferred the responsibility of maintenance of these installed systems from BC, LLC to ONUS with respect to the point(s) of demarcation referenced in paragraph 8 below. Starting 1 October 2015, facility charges (O&M) and line losses are combined with the commodity rate into one comprehensive unit cost.

5. METERING AND BILLING. Individual water meters are not currently installed on Bragg Family Housing units nor Randolph Pointe Apartments units or buildings.

Water consumption for family housing or a housing area will be billed monthly at the rate of \$4.88602/KGAL with the estimated consumption in kilo-gallons (KGAL)



calculated as the monthly occupancy for family housing or housing area multiplied by 6.68 KGAL per occupied home. The monthly occupancy will be considered the actual occupancy of family housing or a housing area provided by BC, LLC at the end of the consumption month.

Water consumption for Randolph Pointe Apartments will be billed monthly at the rate of \$4.88602/KGAL with the estimated consumption in KGAL calculated as the monthly occupancy for Randolph Pointe Apartments multiplied by "1.516" KGAL per occupied bed per apartment unit. The monthly bed occupancy will be considered the actual occupancy of Randolph Pointe provided by BC, LLC at the end of the consumption month.

a. Irrigation systems installed by BC, LLC will be individually metered. They will be listed separately on the monthly bill and not rolled into sanitary sewer charges.

b. Fort Bragg Family Housing Linden Oaks/HA-27. Billing and payment for water by this Purchaser is transacted directly with Harnett County. In the event this utility is extended by the Government or other parties for use outside the BC, LLC ground leased area, sub-metering and associated costs will be borne by the Government or that interested party and billed directly by Harnett County.

6. RECAPTURE: Fort Bragg Family Housing Linden Oaks/HA-27. In the event this utility is extended for use outside the BC, LLC ground leased area and in accordance with the terms hereof; BC, LLC shall have the right to recapture proportional costs of such utilities provided and billed by Harnett County through sub-metering or other mutually agreeable means.

7. ALTERATIONS AND ADDITIONS: Additional dwelling units/housing facilities added by BC, LLC will be covered under this agreement.

a. Any additional metering required to measure housing water consumption will be funded by BC, LLC except for meters mentioned in Section 6 Recapture above.

b. At Fort Bragg Family Housing Linden Oaks/HA-27. In the event this utility is extended by the Government for its use outside the BC, LLC ground leased area, the Government or its designated agents, in advance, will provide and coordinate all utility extensions and connections with BC, LLC.

8. PURCHASER'S MAINTENANCE OBLIGATIONS:

Excluding Linden Oaks/HA-27, the point of demarcation where Bragg Communities LLC shall assume responsibility for all water system maintenance & repair is as follows:

- DU-side of (but not including) the appurtenance (typically a valve or meter) from the main or if no appurtenance, at the five-foot line exterior to the building on the service line.
- Maintenance of new and existing master bulk water meters and back flow preventers are the responsibility of ONUS.



**SPECIAL PROVISION D  
WASTEWATER SERVICE**

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1. ESTIMATED REQUIREMENTS.

Estimated annual wastewater consumption (assumed to be 89.9% of water consumption based on the Linden Oak model data):

Neighborhood	Estimated Consumption (KGAL)
Bragg Family Housing (Excluding Linden Oaks)	313,822.6
Randolph Pointe Apts (SUH)	10,730.95

The parties hereto are not obligated to deliver or receive, nor are they restricted to, the above amounts.

2. POINT OF DELIVERY. The sanitary sewage collection and treatment shall be made at various points of connection within the existing wastewater collection system.

3. SERVICE TO BE RENDERED. The wastewater to be received, carried and disposed of hereunder shall be such as is customarily received at the privatized wastewater treatment plant, and shall not contain any material which would cause an unusual burden upon the said wastewater treatment plant or interfere with the operation of the privatized wastewater system.

4. RATES. The rates to be charged the Purchaser by the Government for sanitary sewer service are subject to ASA (I&E) Memorandum, subject: Utility Services Reimbursement Policy for Residential Communities Initiative (RCI) Partnerships, 5 May 2004. Facility charges (O&M) and line losses are combined with the commodity rate into one comprehensive unit cost.

a. Bragg and Pope Family Housing operations and maintenance costs began 1 January 2007 with the privatization of wastewater treatment plant operations by Harnett County. The cost will be charged to the project at a rate of \$4.69678/KGAL (including line loss and O&M charges) with the estimated wastewater generation in KGAL calculated as the monthly occupancy for family housing or housing area multiplied by 6.02 (6.02 x 89.9%) per occupied home in all neighborhoods except Randolph Pointe which is billed separately (see 4b) and Linden Oaks which is billed separately by Harnett County. Wastewater generation as a percentage of water consumption is calculated using Linden Oaks/HA-27 as a model and subject to annual review and revision. The multiplier of 6.02 is calculated using Linden Oaks/HA-27 as a model and is an estimate of monthly water use (KGAL) "per door".

Family Housing					
Sewer	Main post Occupancy	Multiplier	Sub Total Kgal	Rate	Grand total
Oct-18	4531	6.02	27276.62	4.69678	\$ 128,112.28
Nov-18	4526	6.02	27246.52	4.69678	\$ 127,970.91
Dec-18	4512	6.02	27162.24	4.69678	\$ 127,575.07
Jan-19	4524	6.02	27234.48	4.69678	\$ 127,914.36
Feb-19	4529	6.02	27264.58	4.69678	\$ 128,055.73
Mar-19	4481	6.02	26975.62	4.69678	\$ 126,698.55
Apr-19	4422	6.02	26620.44	4.69678	\$ 125,030.35

May-19	4298	6.02	25873.96	4.69678	\$	121,524.30
Jun-19	4176	6.02	25139.52	4.69678	\$	118,074.79
Jul-19	4082	6.02	24573.64	4.69678	\$	115,416.98
Aug-19	4054	6.02	24405.08	4.69678	\$	114,625.29
Sep-19	3995	6.02	24049.9	4.69678	\$	112,957.09
			313822.6		\$	1,473,955.71

b. Phase I and Phase II of the Randolph Point Apartments (SUH) were completed in 2009 and 2014, respectively. The cost will be charged to the project at a rate of \$4.69678/KGAL (including line loss and O&M charges) with the estimated wastewater generation in KGAL calculated as the monthly bed occupancy for Randolph Point Apartments multiplied by 6 per occupied bed per apartment unit. Wastewater generation as a percentage of water consumption is calculated using Linden Oaks/HA-27 as a model and subject to annual review and revision. The multiplier of "1.367" is calculated using Linden Oaks/HA-27 as a model and is an estimate of monthly wastewater use (KGAL) "per person per door".

Randolph Point					
	RP Monthly Occupancy	Multiplier	Sub Total Kgal	Rate	Grand total
Oct-18	665	1.367	909.055	4.69678	\$ 4,269.63
Nov-18	669	1.367	914.523	4.69678	\$ 4,295.31
Dec-18	667	1.367	911.789	4.69678	\$ 4,282.47
Jan-19	669	1.367	914.523	4.69678	\$ 4,295.31
Feb-19	644	1.367	880.348	4.69678	\$ 4,134.80
Mar-19	647	1.367	884.449	4.69678	\$ 4,154.06
Apr-19	644	1.367	880.348	4.69678	\$ 4,134.80
May-19	643	1.367	878.981	4.69678	\$ 4,128.38
Jun-19	633	1.367	865.311	4.69678	\$ 4,064.18
Jul-19	647	1.367	884.449	4.69678	\$ 4,154.06
Aug-19	667	1.367	911.789	4.69678	\$ 4,282.47
Sep-19	655	1.367	895.385	4.69678	\$ 4,205.43
			10730.95		\$ 50,400.91

c. In Sep 07 Fort Bragg privatized its water distribution and wastewater collection systems to Old North Utility Services (ONUS). ONUS officially took over O&M of the systems on 1 Mar 08. On 1 May 2015, all water and wastewater service infrastructure (excluding Linden Oaks/HA-27) previously installed and maintained by BC, LLC was transferred to ONUS. This transaction transferred the responsibility of maintenance of these installed systems from BC, LLC to ONUS with respect to the point(s) of demarcation referenced in paragraph 8 below. Facility charges (O&M) and line losses are combined with the commodity rate into one comprehensive unit cost.

5. METERING AND BILLING. The quantity of wastewater received by the Government will be taken as 89.9% of the quantity of water used by the purchaser. This percentage is calculated based on actual water consumption and wastewater generation in Linden Oaks/HA-27 and is subject to annual review and revision. For billing purposes, this percentage will be applied to the multiplier used for water consumption calculations.

Wastewater generation for family housing or a housing area will be billed monthly at the rate of \$4.69678/KGAL with the estimated generation in kilo-gallons (KGAL) calculated as the monthly occupancy for family housing or housing area multiplied by 6.02 KGAL per occupied home. The monthly occupancy will be considered the actual occupancy of family housing or a housing area for the consumption month. This occupancy will be sent from Corvias Military Living to DPW Housing Division RCI personnel no later than the 3<sup>rd</sup> of the billing month. DPW Housing Division RCI will review and forward to DPW Utilities Branch no later than the 5<sup>th</sup> of the billing month for use in monthly utility billing.

For example, Bragg Family Housing (main post) had an occupancy of 3,995 for the month of September 2019, the consumption month. This occupancy will be provided by Corvias Military Living to DPW Housing Division RCI no later than the 3<sup>rd</sup> of each month. DPW Housing Division RCI will review and send final occupancy to DPW Utilities Branch no later than the 5<sup>th</sup> of each month.

Wastewater generation for Randolph Pointe Apartments will be billed monthly at the rate of \$4.69678/KGAL with the estimated generation in KGAL calculated as the monthly occupancy for Randolph Pointe Apartments multiplied by "1.367" KGAL per occupied bed per apartment unit. The monthly occupancy will be considered the actual unit occupancy for the consumption month. This occupancy will be sent from Corvias Military Living to DPW Housing Division RCI personnel no later than the 3<sup>rd</sup> of the billing month. DPW Housing Division RCI will review and forward to DPW Utilities Branch no later than the 5<sup>th</sup> of the billing month for use in monthly utility billing.

Individually metered water irrigation systems will be listed separately on the monthly bill and not rolled into wastewater charges.

Fort Bragg Family Housing, Linden Oaks/HA-27. Billing and payment for sanitary sewer by this Purchaser is transacted directly with Harnett County. In the event this utility is extended by the Government for its use outside the BC, LLC ground leased area associated costs will be borne by the Government and billed directly by Harnett County.

6. RECAPTURE: Fort Bragg Family Housing Linden Oaks/HA-27. In the event this utility is extended by the Government for its use outside the BC, LLC ground leased area and in accordance with the terms hereof; Bragg Communities, LLC shall have the right to recapture proportional costs of such utilities provided and billed by Harnett County through mutually agreeable means.

7. ALTERATIONS AND ADDITIONS: Additional dwelling units/housing facilities added by Bragg Communities, LLC will be covered under this agreement.

Fort Bragg Family Housing: Linden Oaks/HA-27. In the event this utility is extended by the Government for its use outside the BC, LLC ground leased area, the Government or its designated agents, in advance, will provide and coordinate all utility extensions and connections with BC, LLC.

8. PURCHASER'S MAINTAINENCE OBLIGATIONS: The point of demarcation where Bragg Communities LLC shall assume responsibility for wastewater maintenance & repair is as follows:

- Linden Oaks/HA-27 maintenance and repair is covered under the 4b. Referenced agreements with Harnett County.
- For existing dwelling units (DU) as of 1 Mar 08 (Privatization of Wastewater utilities by Old North Utility Services) - The point of demarcation shall be at the DU-side of the clean-out (NLT 5 feet from DU) or if no clean-out, at the five-foot line exterior to the building on the service line. For dwelling unit clean-outs located less than 5 feet from DU: POD is as if no clean-out is present, meaning at the five-foot line exterior to the building on the service line.
- For all new BC, LLC construction or major renovation greater than 50% of DU - ONUS will supply and locate clean-out(s) NLT 10 feet from each DU. The point of demarcation for BC, LLC responsibility shall be at the DU-side of the clean-out.

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**SPECIAL PROVISION F  
 FIRE & POLICE SUPPORT SERVICE**

1. ESTIMATED REQUIREMENTS.

Neighborhood	Total Dwelling Units	
Fort Bragg Family Housing	6,104	
Randolph Pointe Apts (SUH)	432	
<b>TOTAL</b>	<b>Quarterly</b> \$336,362.40	<b>2019 Total</b> \$1,345,449.60

\* Total dwelling units for Bragg Family Housing (Main Post) do not include Biazza Ridge due to its demolition and pending reconstruction.

2. POINT OF DELIVERY. All housing areas at Fort Bragg and Pope Army Airfield, NC are managed by Bragg Communities, LLC.
3. SERVICE TO BE RENDERED. The standard of fire and police services support provided as of 31 July 2003
4. RATES. The rates to be charged the Purchaser by the Government herein are as follows:

Rates above are to be paid no later than 30 days from receipt of invoice. If D,ASA (IH&P) publishes policy guidance that will contain a rate calculation methodology for reimbursement of DES municipal services that would result in a rate correction, Bragg Communities, LLC will be subject to payment for any rate increase or refund for any rate reduction. .

5. BILLING. Bills will be rendered in January, April, July, and October to the Purchaser by the Government.
6. ALTERATIONS AND ADDITIONS: Adjusted up or down based upon dwelling units/ Housing facilities added or demolished in the inventory. In-active and unoccupied homes are considered part of the inventory for fire and police support services charges.

**SPECIAL PROVISION G**  
**Road Maintenance**

1. ESTIMATED REQUIREMENTS.

Estimated quantity of roads in the Linden Oaks neighborhood is 16.32 miles. It is estimated that the Gordon Elementary School accounts for 3.22 percent of road traffic, Shughart Elementary and Middle Schools account for 6.44 percent of traffic, Fort Bragg Fire and Emergency Services Facility accounts for 1.0 percent, Morales School Age Services accounts for 1.0 percent, Alexander Child Development Center accounts for 1.0 percent, and the Chay Youth Activities Center accounts for another 1.0 percent. The total usage attributable to Department of the Army is 13.66 percent. The parties hereto are not obligated to deliver or receive, nor are they restricted to, the above amounts.

2. POINT OF DELIVERY. Department of the Army facilities located within the Linden Oaks housing area at Fort Bragg, NC managed by Bragg Communities, LLC.

3. SERVICE TO BE RENDERED. Standard life cycle maintenance and repair of all public roadways accessible and utilized by customers and employees of Fort Bragg schools, Child Development Centers, Fire and Emergency Facilities, AAFES facilities, DFMWR facilities, and all other current and future municipal service facilities.

4. RATES. The rates to be charged the Government by Bragg Communities, LLC herein, are as follows:

<b>Non-BC, LLC Facility</b>	<b>Percentage</b>	<b>Annual BC, LLC O&amp;M Cost</b>	<b>Facility Total</b>
Gordon Elementary School	3.22%	\$26,738.00	\$ 860.96
Shughart Elementary & Middle Schools	6.44%	\$26,738.00	\$1,721.93
Fort Bragg Fire and Emergency Services Facility	1.00%	\$26,738.00	\$ 267.38
Morales School Age Services	1.00%	\$26,738.00	\$ 267.38
Alexander Child Development Center	1.00%	\$26,738.00	\$ 267.38
Chay Youth Activities Center	1.00%	\$26,738.00	\$ 267.38
<b>Total Reimbursement</b>	<b>13.66%</b>		<b>\$3,652.41</b>

5. BILLING. Bills will be rendered in January, April, July, and October to the Government by Bragg Communities LLC in the form of credits taken against utility invoices previously addressed in Special Provisions A - E.

6. ALTERATIONS AND ADDITIONS: Adjusted up or down based upon road miles of asphalt or concrete roadways added or demolished in the inventory.