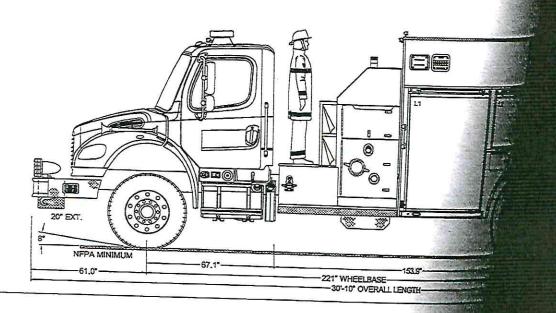




### BETHEL FIRE DEPA

BETHEL, NC Q141060 COMMERCIAL PUMPS 1500 GPM HALE QMAXXS 1000 GALLON WATER / 30 GAU FREIGHTLINER M2-106 2 DOOR C





One (1) Year or 24,000 Miles

General

### Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, E-one, Inc. ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle (the "Product") manufactured by OEM. As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

### This Limited Warranty Covers:

The Product shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.

### This Limited Warranty Coverage will Begin:

The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.

This Limited Warranty Coverage Ends After the First Occurrence of:

One (1) Year or 24,000 Miles

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify EM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Wartanties: This limited warranty is oem's sole and exclusive warranty with respect to the product. Except for the limited warranties stated in this certificate, oem makes no other express or implied representations or warranties whiatsoever regarding the product including, without limitation, any warranties of merchantability, fitness for a particular purpose, or non-infringement, or any warranties arising from course of dealing or usage of trade, all of which are expressly disclaimed. There are no warranties which extend beyond the description on the face hereof. To the extent that any implied warranties may not be disclaimed under applicable law, such warranties are expressly limited to the duration of the express warranty stated in this certificate.

### Limitation of Liability:

IN NO EVENT SHALL DEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LABILITY OR THE PURCHASE EVEN IF OEM HAS SEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, PLAMS LIBBILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

### Specific Exclusions and Conditions

Except as excluded in this certificate, this Limited Warranty covers Product parts, components, and subsystems manufactured by OEM. Excluded from this Limited Warranty are (a) Third-Party Parts, as defined below, and (b) those parts, components and subsystems manufactured by OEM which are subject to separate OEM limited warranties such as, but not limited to, the Product's chassis, engine emissions system, electrical system, multiplex electronic system, frame, aerial device, hydraulic system, body structure, cab structure, paint system, and plumbing system.

If the Product is manufactured using a chassis provided by a Third-Party Parts manufacturer (i.e. a commercial chassis), this Limited Warranty shall not apply to the chassis. Instead, the Product's chassis will be covered by, and subject to, a separate limited warranty provided by that Third-Party Parts manufacturer.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover.

The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axies, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any lems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or

### Miscellaneous Terms:

OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.



### One (1) Year or 18,000 Miles Electrical

### Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, E-one, Inc. ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by CEM (the "Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

### This Limited Warranty Covers:

The Apparatus's electrical system (the "Product") shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.

### This Limited Warranty Coverage will Begin:

The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.

This Limited Warranty Coverage Ends After the First Occurrence of:

One (1) Year or 18,000 Miles

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for Instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

### Limitation of Liability

IN NO EVENT SHALL DEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABLITY OR OTHER WISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE

Specific Exclusions and Conditions

This Limited Warranty only covers defects in the main wire harnesses and related circuit protection, connectors, routing, harness clamping, and wire protection of the Product. Parts, components and subsystems excluded from this Limited Warranty include, but are not limited to, electronic devices, lighting, bulbs, sirens, radios, intercoms, ECUs, gauges, switches, occupant protection airbags and pyrotechnics, electronically controlled valves, pressure governors, foam system controls, ABS, ESC, solenoids, and relavs.

If the Product is manufactured using a chassis provided by a Third-Party Parts manufacturer (i.e., a commercial chassis), this Limited Warranty shall not apply to the chassis. Instead, the Product's chassis will be covered by, and subject to, a separate limited warranty provided by that Third-Party

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:

The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) Improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or

### Miscellaneous Terms:

OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.

RFW0201 - Electrical - 17-18K - 2103



### Ten (10) Years or 100,000 Miles

Body Structure (Aluminum)

### Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, E-one, Inc. ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the "Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose. This Limited Warranty Covers:

The Apparatus's aluminum body structure system (the "Product") shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for nore details regarding the parts and components covered by this Limited Warranty.

### This Limited Warranty Coverage will Begin:

The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes firs

This Limited Warranty Coverage Ends After the First Occurrence of:

Ten (10) Years or 100,000 Miles

Who is Covered by this Limited Warranty- This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchase for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE UMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE

### Limitation of Liability:

IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER. OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

Specific Exclusions and Conditions

This Limited Warranty only covers defects in the material and workmanship of the aluminum body structural components of the Product. Parts, components and subsystems excluded from this Limite Warranty include, but are not limited to, the exterior coating, graphics, corrosion damage, electrical system, lighting, equipment mounting, shelves, trays, compartment doors, hinges, trim parts, body mounting brackets, vibration isolators, fasteners or hardware.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:

The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, values, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosion or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or

### Miscellaneous Terms:

OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty



### Ten (10) Years

### Paint and Finish (Exterior Clear coated)

### Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, E-one, Inc. ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

### This Limited Warranty Covers:

The Apparatus's OEM-applied exterior coating and finishing system (the "Product") shall be free from the paint system adhesion defects listed in the Section herein entitled "Specific Exclusions and nditions", under normal use and maintenance, for the warranty period described here.

Limited Warranty coverage schedule: Basecoat/Clear Coat

Corrosion

0-120 Months: 100% 0-24 Months or 100,000 Miles: 100%

25-48 Months or 100,000 Miles: 50%

If the Product is manufactured using a chassis provided by a Third-Party Parts manufacturer (i.e. a commercial chassis), this Limited Warranty shall not apply to the chassis. Instead, the Product's chassis will be covered by, and subject to, a separate limited warranty provided by that Third-Party Parts manufacturer. In addition, also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding this Limited Warranty.

### This Limited Warranty Coverage will Begin:

The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.

This Limited Warranty Coverage Ends After the First Occurrence of:

Ten (10) Years

Who is Covered by this Limited Warranty. This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchas for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacture nufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPUED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE MEREOF. TO THE EXTENT THAT ANY IMPUED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

### Limitation of Liability:

IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

Specific Exclusions and Conditions

This Limited Warranty only covers defects in the following aspects of the Product:

- A. Loss of adhesion of the Product resulting in rusting less than Rust Grade 5 as in ASTM D 610-08.
- B. Cracking of the Paint System as set forth in ASTM D 661-93.
- C. Excessive loss of gloss caused by cracking, checking, and hazing.
- D. Scab corrosion, and corrosion under the paint film, where the point of origin is not: (a) A breach of the coating that occurred because of damage to the paint system, (b) Corrosion originating from a crevice, or (c) Dissimilar metals
- E. Chemical Resistance meet ASTM D1308 standards 25 MEK double rubs.
- F. Stone Chip SAE J400 Method A -48 or above.

amage or Defects excluded from this Limited Warranty include, but are not limited to:

- Use of cleaning products not prescribed in the apparatus operator manual(s).
- Exposure to corrosive agents, acid rain, chemical fallout.
- Heavy-duty pressure washing or aggressive mechanical wash systems.
- Paint deterioration caused by abuse, accidents, scratches, chips, or bruises.
- Paint or coatings on the vehicle's undercarriage or interior.
- Applied or painted graphics, reflective material or gold leaf. Paints or coatings of supplier parts including roller shutter doors.
- Mechanical abrasion or external foreign object damage.
- Application of, or removal of, stickers or decals including replacement.
- Body compartment interior coatings, undercarriage and frame.
- Defects resulting from or inherent to application such as runs, orange peel, and fisheyes.
- 12. Defects caused by acid rain and industrial fallout.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover: The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corros or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (I) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another

### Miscellaneous Terms:

OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.

RFW0710 - Paint and Finish (Exterior Clear coated) - 10Y - 2303



Ten (10) Years or 100,000 Miles
Plumbing and Piping (Stainless Steel)

### **Limited Warranty**

Subject to the provisions, limitations, and exclusions set forth in this certificate, E-one, Inc. ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

### This Limited Warranty Covers:

The Apparatus's stainless steel fire suppression plumbing and piping system (the "Product") shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.

### This Limited Warranty Coverage will Begin:

The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.

This Limited Warranty Coverage Ends After the First Occurrence of:

Ten (10) Years or 100,000 Miles

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify DEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty, Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES POR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Wartanties: This umited warranty is dem's sole and exclusive warranty with respect to the product. Except for the limited warranties stated in this certificate, dem makes no other express or implied representations or warranties whatsoever regarding the product including, without limitation, any warranties of merchantability, fitness for a particular purpose, or non-infringement, or any warranties arising from course of dealing or usage of trade, all of which are expressly disclaimed. There are no warranties which extend beyond the description on the face hereof. To the extent that any implied warranties may not be disclaimed under applicable law, such warranties are expressly limited to the duration of the express warranty stated in this certificate.

### Limitation of Liability:

IN NO EVENT SHALL DEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, EMHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST TREVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMICLOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LUBLITY OR "THE PROFILE" OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, PURCHASE PRICE OF THE PRODUCT.

Specific Exclusions and Conditions

This Limited Warranty only covers defects in the material and workmanship of the stainless steel fire suppression pipes and associated joints for intake and discharge lines of the Product. Parts, components and subsystems excluded from this Limited Warranty include, but are not limited to, the exterior coatings, electrical system, pump and pump accessories, valves, monitors, light towers, generators, gauges, hoses, trim parts, fasteners or hardware.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:

The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or

### Miscellaneous Terms:

OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.



### Twelve (12) Years

Paint and Finish (Exterior FRP Panels)

### Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, E-one, Inc. ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose

### This Limited Warranty Covers:

The Apparatus's OEM-applied exterior coating and finishing system (the "Product") shall be free from the paint system adhesion defects listed in the Section herein entitled "Specific Exclusions and Conditions", under normal use and maintenance, for the warranty period described in this

If the Product is manufactured using a chassis provided by a Third-Party Parts manufacturer (i.e. a commercial chassis), this Limited Warranty shall not apply to the chassis. Instead, the Product's chassis will be covered by, and subject to, a separate limited warranty provided by that Third-Party Parts manufacturer. In addition, also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding this Limited Warranty.

### This Limited Warranty Coverage will Begin:

The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.

This Limited Warranty Coverage Ends After the First Occurrence of:

Twelve (12) Years

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service, All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchas for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE UMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPUED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

### Limitation of Liability:

IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL SPECIAL EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, FURTHER, OEM'S UABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

### Specific Exclusions and Conditions

This Limited Warranty only covers defects in the following aspects of the Product:

- A. Loss of adhesion of the Product resulting in rusting less than Rust Grade 5 as in ASTM D 610-08.
- B. Cracking of the Paint System as set forth in ASTM D 661-93.
- C. Excessive loss of gloss caused by cracking, checking, and hazing.
- D. Scab corrosion, and corrosion under the paint film, where the point of origin is not: (a) A breach of the coating that occurred because of damage to the paint system, (b) Corrosion originating from crevice, or (c) Dissimilar metals
- E. Chemical Resistance meet ASTM D1308 standards 25 MEK double rubs.

F. Stone Chip SAE J400 Method A – 48 or above.

Damage or Defects excluded from this Limited Warranty include, but are not limited to:

- Use of cleaning products not prescribed in the apparatus operator manual(s).
- Exposure to corrosive agents, acid rain, chemical fallout.
- Heavy-duty pressure washing or aggressive mechanical wash systems.
- Paint deterioration caused by abuse, accidents, scratches, chips, or bruises.
- Paint or coatings on the vehicle's undercarriage or interior
- Applied or painted graphics, reflective material or gold leaf.
- Paints or coatings of supplier parts including roller shutter doors.
- Mechanical abrasion or external foreign object damage.
- Application of, or removal of, stickers or decals including replacement.
- Body compartment interior coatings, undercarriage and frame.
- Defects resulting from or inherent to application such as runs, orange peel, and fisheyes.
- 12. Defects caused by acid rain and industrial fallout.

As a condition to maintaining this Limited Warranty, the Apparatus must be inspected by an OEM authorized representative on a three, five, seven and ten year basis. The inspection report must document completely the condition of the painted surfaces and be submitted to the OEM Warranty department by no later than 45 days after each inspection. It is Purchaser's sole esponsibility to arrange for each paint inspection. If an inspection report is not submitted within 45 days after the required inspection date, this Limited Warranty will be null and void, and the OEM's standard prorated paint Limited Warranty shall apply.

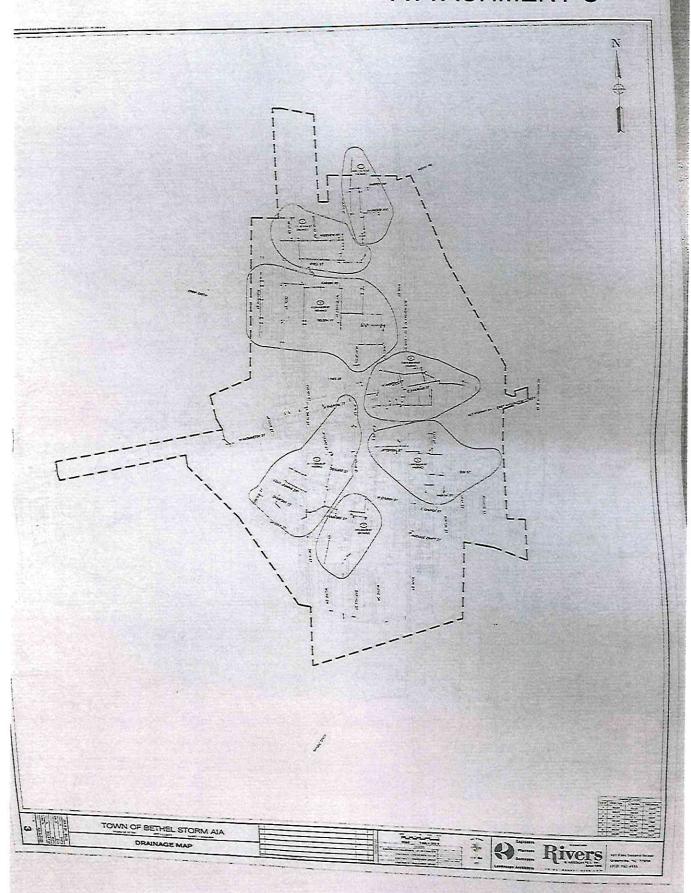
General Exclusions and Conditions; What This Limited Warranty Does Not Cover: The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis. engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

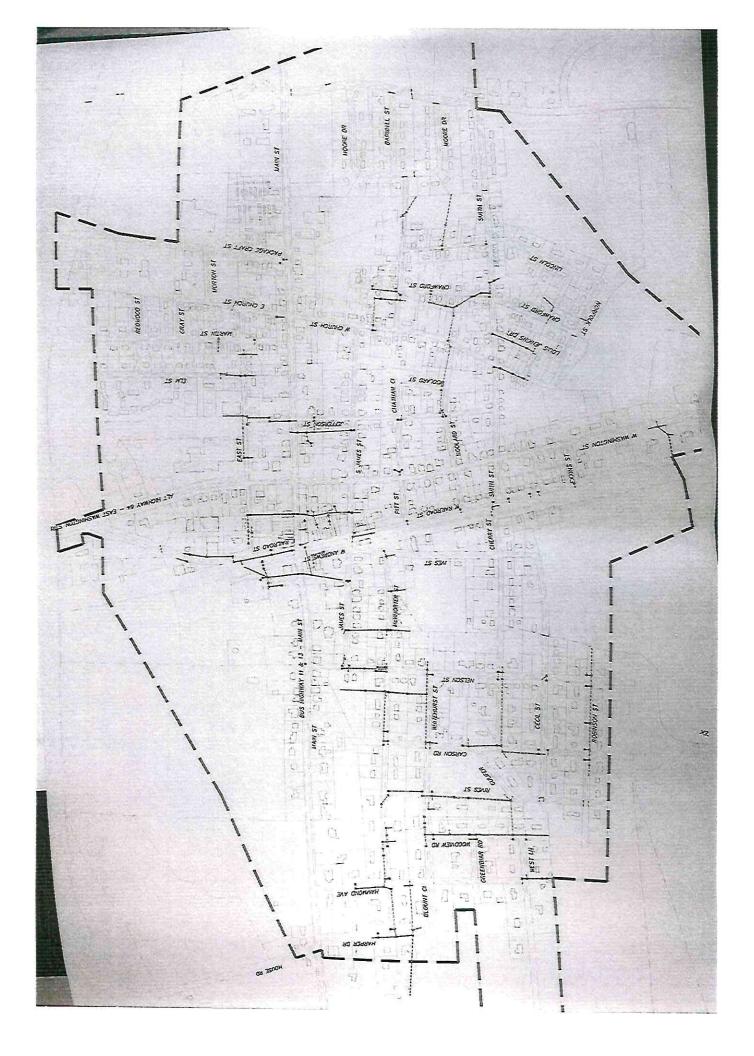
This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosiv or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and fallure to follow operating instructions; (k) any Third-Party Parts; (I) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

### Miscellaneous Terms

OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not o coverage or impose any additional obligations on OEM.

### ATTACHMENT C







### Stormwater Asset Inventory & Assessment Project Town of Bethel







## Project Scope and Purpose

Stormwater AIA

- GPS/GIS Survey
- Asset Inventory
- Condition Assessment
- Hydrologic / Hydraulic Evaluation
- Preliminary improvements/Design
- Cost Estimating
- Funding Assistance (If necessary)



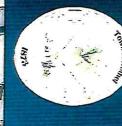


# Original Proposed Project Schedule

ESA executed in late November 2024

Projected Project Schedule	et S	che	dule									
PROJECT GENERAL TASKS	1	1-3	3	4	en.	О.	-1)	•	•	8	E	E
GPS Survey / GIS Mapping Phase												
Condition Assessment & System Analysis Phase											-	-
Asset Assessment & Capital Improvement Plan (CIP) Phase										- The state of the	A. C.	and the same of th
Stormwater Asset Management Plan (SWAMP) Phase	Annaniment	-		Commission	-							- Constitution of the Cons
Project Close-out	and a distribution											
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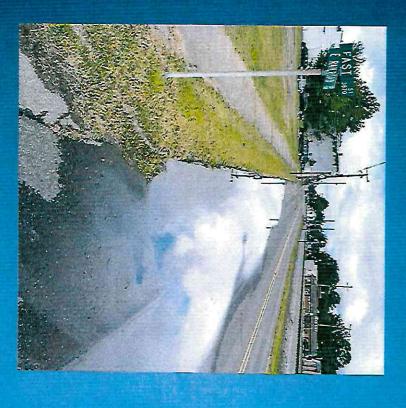




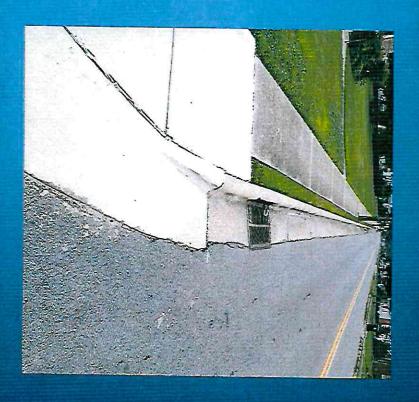






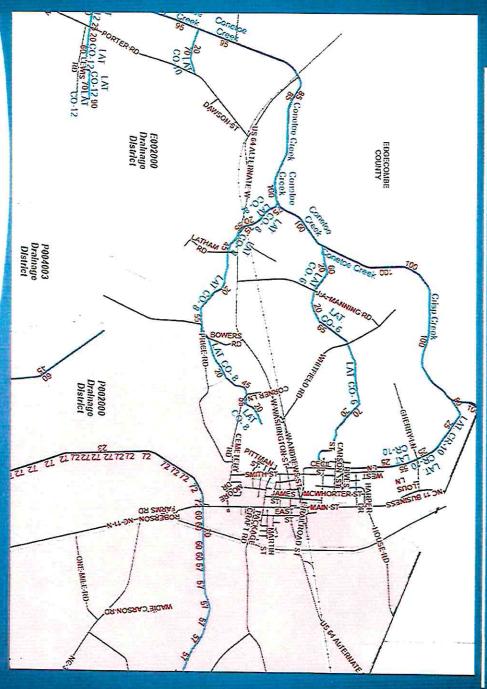


SS.













### **Current Situation**

- Seven (7) primary drainage basins
- Older system with pipes installed in roadside ditches/swales
- 12" vs. 15" pipes (1.56 capacity)
- Minimum grade of 0.5% (1/200) (only 2/7 basins)
- and function (attenuate water in roadway) "Rule of Thumb" - 10-yr storm design minimums





### Current Situation

Total of System (ft.)	36"-48"	24"-30"	15"-18"	12" or Smaller	Pipe Diameters (in.)
26,975.65	306,42	5,380.20	10,309.97	10,979.05	Pipe Length (ft.)
	1.14%	19.94%	38.22%	40.70%	Percentage of System

1,800 LF of <12"

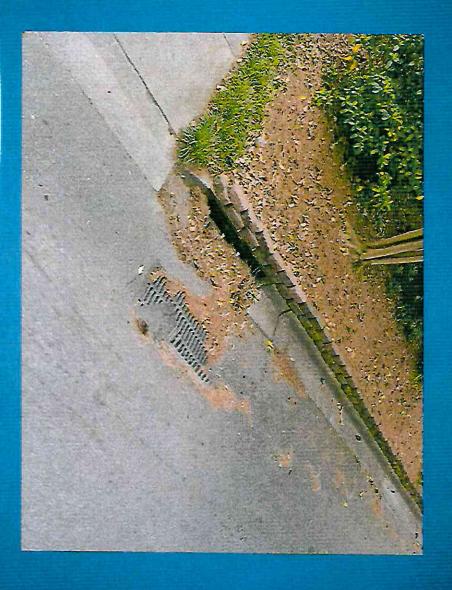




- Undersized pipes
- Not at minimum grades
- Pine Straw on grates
- capacity) Grass clippings and sediment in pipes (diminished
- Off-set inlet location (anticipated curb/gutter)
- Downstream ditch elevations
- Obstructions (vegetation, beavers, etc)



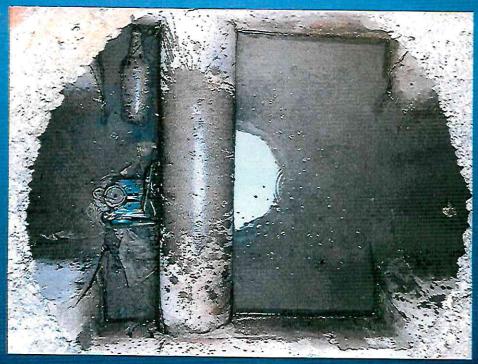
































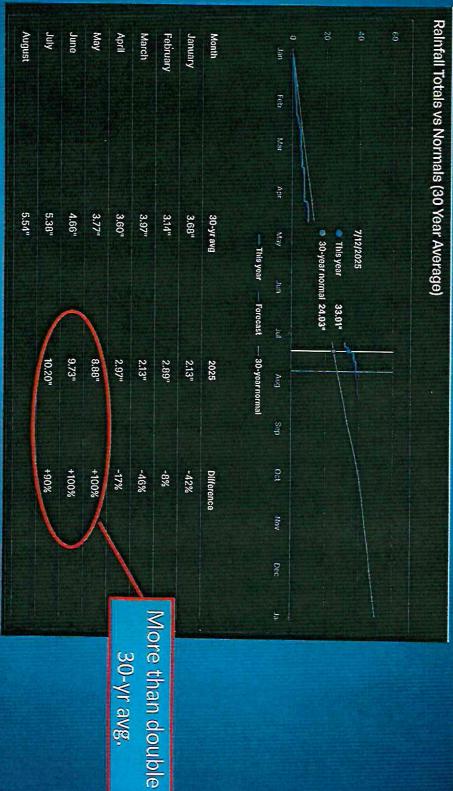








## July 13, 2025 Rain Event







## July 13, 2025 Rain Event



- 3"-4" in one hour
- Saturated Soils
- sediment) Full ditches/canals (diminished pipe capacity due to
- 10-yr storm event intensity
- Double the 30-yr average rainfall in May, June and July.
- 6" of rain in 4-day period, with 3"-4" falling in one hour



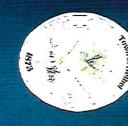
18



## July 13, 2025 Rain Event







### Potential Solutions



- Cleaning Outfall Ditches/Canals
- Coordination between Town, Drainage District/County, NCDOT
- maintenance) by contractor Cleaning of pipe network (initial cleaning and continued
- Cleaning at most beneficial time of year (Spring)
- \$2 \$5 per LF depending on pipe size and severity of debris (@ \$100k)
- Pipe rehabilitation, replacement, and/or upsizing
- Typically work from downstream to upstream
- Street sweeping of curb/gutter areas





### Funding S

- Currently no appropriated funding in budget for Fall 2025
- Major focus on Western NC
- Possible DWI Spring 2026 Round
- Stormwater is a "utility" and can have rates/fees per NC General Statutes General Assembly Special Appropriation request
- (https://efc.sog.unc.edu/nc-stormwater-dashboard/) UNC School of Govt. - Utility Rate Dashboard





### Next Steps

- Preliminary Improvements/"Design"
- Cost Estimating
- SW Asset Mgmt. Plan / Capital Imp. Plan
- Funding Assistance (if desired)





### 1 IVETS & ASSOCIATES, INC.

### Questions





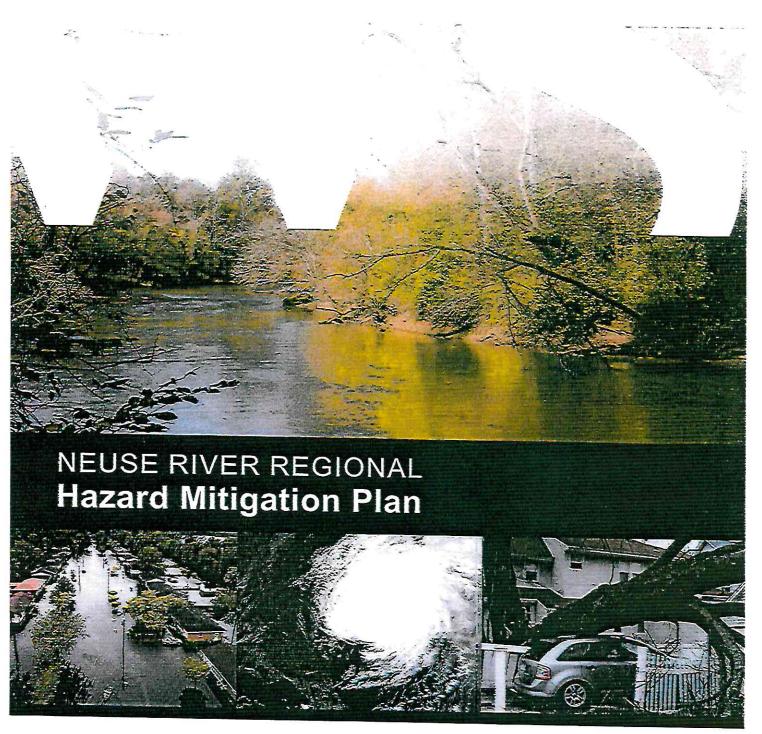








### ATTACHMENT D







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## 1 INTRODUCTION

Section 1 provides a general introduction to hazard mitigation and an introduction to the Neuse River Regional Hazard Mitigation Plan. This section contains the following subsections:

- 1.1 Background
- 1.2 Purpose and Authority
- 1.3 Scope
- 1.4 References
- 1.5 Plan Organization

#### I.I BACKGROUND

This document comprises a Hazard Mitigation Plan for the Neuse River Region of North Carolina.

Each year in the United States, natural and human-caused hazards take the lives of hundreds of people and injure thousands more. Nationwide, taxpayers pay billions of dollars annually to help communities, organizations, businesses, and individuals recover from disasters. These monies only partially reflect the true cost of disasters because additional expenses incurred by insurance companies and non-governmental organizations are not reimbursed by tax dollars. Many natural hazards are predictable, and much of the damage caused by hazard events can be reduced or even eliminated.

Hazards are a natural part of the environment that will inevitably continue to occur, but there is much we can do to minimize their impacts on our communities and prevent them from resulting in disasters. Every community faces different hazards, has different resources to draw upon in combating problems, and has different interests that influence the solutions to those problems. Because there are many ways to deal with hazards and many agencies that can help, there is no one solution for managing or mitigating their effects. Planning is one of the best ways to develop a customized program that will mitigate the impacts of hazards while accounting for the unique character of a community.

A well-prepared hazard mitigation plan will ensure that all possible activities are reviewed and implemented so that the problem is addressed by the most appropriate and efficient solutions. It can also coordinate activities with each other and with other goals and activities, preventing conflicts and reducing the costs of implementing each individual activity. This plan provides a framework for all interested parties to work together toward mitigation. It establishes the vision and guiding principles for reducing hazard risk and proposes specific mitigation actions to reduce identified vulnerabilities.

In an effort to reduce the nation's mounting natural disaster losses, the U.S. Congress passed the Disaster Mitigation Act of 2000 (DMA 2000) to invoke new and revitalized approaches to mitigation planning. Section 322 of DMA 2000 emphasizes the need for state and local government entities to closely coordinate on mitigation planning activities and makes the development of a hazard mitigation plan a specific eligibility requirement for any local government applying for federal mitigation grant funds. These funds include the Hazard Mitigation Grant Program (HMGP), the Building Resilient Infrastructure & Communities (BRIC) program, and the Flood Mitigation Assistance (FMA) Program, all of which are administered by the Federal Emergency Management Agency (FEMA) under the Department of Homeland Security. Communities with an adopted and federally approved hazard mitigation plan thereby become pre-positioned and more apt to receive available mitigation funds before and after the next disaster strikes.

This plan was prepared in coordination with FEMA Region 4 and the North Carolina Division of Emergency Management (NCEM) to ensure that it meets all applicable federal and state planning requirements. A Local Mitigation Plan Review Tool, found in Appendix A, provides a summary of FEMA's current minimum standards of acceptability and notes the location within this plan where each planning requirement is met.

#### 1.2 PURPOSE AND AUTHORITY

This plan was developed in a joint and cooperative manner by members of a Hazard Mitigation Planning Committee (HMPC) which included representatives of County, City, and Town departments, federal and state agencies, citizens, and stakeholders. This plan will ensure all jurisdictions in the Neuse River Region remain eligible for federal disaster assistance including FEMA HMGP, BRIC, and FMA programs.

This plan has been prepared in coordination with FEMA Region 4 and NCEM and in compliance with Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5165, enacted under Section 104 of the Disaster Mitigation Act of 2000, (DMA 2000) Public Law 106-390 of October 30, 2000, as implemented at CFR 201.6 and 201.7 dated October 2007. Additionally, this plan will be monitored and updated on a routine basis to comply with the above legislation and with the National Flood Insurance Act of 1968, as amended by 42 U.S.C. 4001 et seq, and North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act, as amended by Senate Bill 300: An Act to Amend the Laws Regarding Emergency Management as Recommended by the Legislative Disaster Response and Recovery Commission (2001).

This plan will be adopted by each participating jurisdiction in accordance with standard local procedures under the authority and police powers granted to counties as defined by the State of North Carolina (N.C.G.S., Chapter 153A) and the authority granted to cities and towns as defined by the State of North Carolina (N.C.G.S., Chapter 160A). Copies of adoption resolutions are provided in Section 9 Plan Adoption.

#### 1.3 SCOPE

This document comprises a Regional Hazard Mitigation Plan for the Neuse River Region. The planning areas includes all incorporated municipalities and unincorporated areas listed in Table 1.1.

Table 1.1 - Participating Jurisdictions in the Neuse River Regional Hazard Mitigation Plan

Greene County		
Hookerton	Snow Hill	_
Waistonburg		_
Jones County		
Maysville	Pollocksville	_
Trenton		
Lenoir County		1111
Kinston	La Grange	
Pink Hill		_
Pitt County		
Ayden	Bethel	_
Falkland	Farmville	
Fountain	Greenville	

Grifton	Grimesland	
Simpson	Winterville	
Wayne County		
Eureka	Fremont	
Goldsboro	Mount Olive	
Pikeville	Seven Springs	
Walnut Creek		

The focus of this plan is on those hazards deemed "high" or "moderate" priority hazards for the planning area, as determined through the risk and vulnerability assessments. Lower priority hazards will continue to be evaluated but will not necessarily be prioritized for mitigation in the action plan.

The Neuse River Region followed the planning process prescribed by FEMA, and this plan was developed under the guidance of an HMPC comprised of representatives of County, City, and Town departments; citizens; and other stakeholders. The HMPC conducted a risk assessment that identified and profiled hazards that pose a risk to the planning area, assessed the planning area's vulnerability to these hazards, and examined each participating jurisdiction's capabilities in place to mitigate them. The hazards profiled in this plan include:

- Dam Failure
- Drought
- Earthquake
- Excessive Heat
- Flooding
- Hurricane & Coastal Hazards
- Severe Winter Weather
- Tornado & Thunderstorm
- Wildfire

#### 1.4 REFERENCES

The following FEMA guides and reference documents were used to prepare this document:

- FEMA 386-1: Getting Started: Building Support for Mitigation Planning. September 2002.
- FEMA 386-2: Understanding Your Risks: Identifying Hazards and Estimating Losses. August 2001.
- FEMA 386-3: Developing the Mitigation Plan. April 2003.
- FEMA 386-4: Bringing the Plan to Life. August 2003.
- FEMA 386-5: Using Benefit-Cost Review in Mitigation Planning. May 2007.
- FEMA 386-6: Integrating Historic Property and Cultural Resource Considerations into Hazard Mitigation Planning. May 2005.
- FEMA 386-7: Integrating Manmade Hazards into Mitigation Planning. September 2003.
- FEMA 386-8: Multijurisdictional Mitigation Planning. August 2006.
- FEMA 386-9: Using the Hazard Mitigation Plan to Prepare Successful Mitigation Projects. August 2008.
- FEMA. Local Mitigation Plan Review Guide. October 1, 2011.
- FEMA National Fire Incident Reporting System 5.0: Complete Reference Guide. January 2008.
- FEMA. Integrating Hazard Mitigation into Local Planning: Case Studies and Tools for Community Officials. March 1, 2013.

- FEMA Hazard Mitigation Assistance Program and Policy Guide. July 30, 2024.
- FEMA. Integrating Hazard Mitigation into Local Planning: Case Studies and Tools for Community Officials. March 1, 2013.
- FEMA. Mitigation Ideas. A Resource for Reducing Risk to Natural Hazards. January 2013.
- FEMA. FP 206-21-0002. Local Mitigation Planning Policy Guide. April 19, 2023.
- FEMA. Local Mitigation Planning Handbook. May 2023.

Additional sources used in the development of this plan, including data compiled for the Hazard Identification and Risk Assessment, are listed in Appendix D.

#### 1.5 PLAN ORGANIZATION

The Neuse River Regional Hazard Mitigation Plan is organized into the following sections:

- Section 1: Introduction
- Section 2: Planning Process
- Section 3: Planning Area Profile
- Section 4: Risk Assessment
- Section 5: Capability Assessment
- Section 6: Mitigation Strategy
- Section 7: Mitigation Action Plans
- Section 8: Plan Maintenance
- Section 9: Plan Adoption
- Appendix A: Local Plan Review Tool
- Appendix B: Planning Process Documentation
- Appendix C: Mitigation Alternatives
- Appendix D: References

Neuse River Regional Hazard Mitigation Plan

## 2 PLANNING PROCESS

Requirement \$201.6(b): An open public involvement process is essential to the development of an effective plan. To develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include:

- 1) An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval;
- 2) An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia, and other private and nonprofit interests to be involved in the planning process; and
- 3) Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information. Requirement \$201.6(c)(1): The plan shall include the following:
- Documentation of the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.

This section provides a review of the planning process followed for the development of the Neuse River Regional Hazard Mitigation Plan. It consists of the following sub-sections:

- 2.1 Purpose and Vision
- 2.2 What's Changed in the Plan
- 2.3 Preparing the Plan
- 2.4 Hazard Mitigation Planning Committee
- 2.5 Meetings and Workshops
- 2.6 Involving the Public
- 2.7 Outreach Efforts
- 2.8 Involving the Stakeholders
- 2.9 Documentation of Plan Progress

## 2.1 PURPOSE AND VISION

As defined by FEMA, "hazard mitigation" means any sustained action taken to reduce or eliminate the long-term risk to life and property from a hazard event. Hazard mitigation planning is the process through which hazards are identified, likely impacts determined, mitigation goals set, and appropriate mitigation strategies determined, prioritized, and implemented.

The purpose of the Neuse River Regional Hazard Mitigation Plan is to identify, assess, and mitigate hazard risk to better protect the people and property within the Region from the effects of natural and human-caused hazards. This plan documents progress on existing hazard mitigation planning efforts, updates the previous plan to reflect current conditions in the Region including relevant hazards and vulnerabilities, increases public education and awareness about the plan and planning process, maintains grant eligibility for participating jurisdictions, maintains compliance with state and federal requirements for local hazard mitigation plans, and identifies and outlines strategies the Region's participating jurisdictions will use to decrease vulnerability and increase resiliency.

During the development of the 2020 Neuse River Regional Hazard Mitigation Plan, the Hazard Mitigation Planning Committee (HMPC) met to discuss their vision for the Region in terms of what the successful implementation of the plan would achieve, what outcomes the plan would generate, and what

the Region will look like in five years. This vision statement, presented below, remains relevant to define and guide the planning process for this plan update and the region's approach to hazard mitigation.

Using a coordinated and multi-disciplinary hazard mitigation approach, protect life, property, and the environment through coordination and cooperation among public and private partners in order to reduce risk/loss and enhance the quality of life for citizens throughout the Neuse River Region.

## 2.2 WHAT'S CHANGED IN THE PLAN

This plan is an update to the 2020 Neuse River Basin Regional Hazard Mitigation Plan, which included participation from all jurisdictions involved in this plan update: Greene, Jones, Lenoir, Pitt, and Wayne Counties. The previous plan was approved by FEMA on June 16, 2020.

This hazard mitigation plan update involved a comprehensive review and update of each section of the existing plan and an assessment of the success of the Counties and participating municipalities in evaluating, monitoring and implementing the mitigation strategy outlined in their existing plans. Only the information and data still valid from the existing plans was carried forward as applicable into this update. The following requirements were addressed during the development of this regional plan:

- Consider changes in vulnerability due to action implementation;
- Document success stories where mitigation efforts have proven effective;
- Document areas where mitigation actions were not effective;
- Document any new hazards that may arise or were previously overlooked;
- Incorporate new data or studies on hazards and risks;
- Incorporate new capabilities or changes in capabilities;
- Incorporate growth and development-related changes to inventories; and
- Incorporate new action recommendations or changes in action prioritization.

Section 4.2 provides a comparison of the hazards addressed in the 2023 State of North Carolina Hazard Mitigation Plan and the 2020 Neuse River Basin Regional Plan and provides the final decision made by the HMPC as to which hazards should be included in this 2025 plan update.

In addition to the specific changes in hazard analyses identified in Section 4.2, the following items were also addressed in this 2025 plan update:

- GIS was used, to the extent data allowed, to analyze the priority hazards as part of the vulnerability assessment.
- Assets at risk to identified hazards were identified by property type and values of properties based on North Carolina Emergency Management's IRISK Database.
- A discussion on climate change and its projected effect on specific hazards was included in each hazard profile in the risk assessment.
- The discussion on growth and development trends was enhanced utilizing 2022 American Community Survey data.
- An effort was made to provide underserved communities and vulnerable populations with opportunities to participate in and contribute to the plan update process. Engagement opportunities were provided through the public survey, the plan website, and stakeholder coordination.

 Enhanced public outreach and agency coordination efforts were conducted throughout the plan update process in order to meet the more rigorous requirements of the 2017 CRS Coordinator's Manual, in addition to DMA requirements.

## 2.3 PREPARING THE PLAN

The planning process for preparing the Neuse River Regional Hazard Mitigation Plan was based on DMA planning requirements and FEMA's associated guidance. This guidance is structured around a four-phase process:

- Planning Process;
- 2 Risk Assessment;
- 3 Mitigation Strategy; and
- 4 Plan Maintenance.

Into this process, the planning consultant integrated a more detailed 10-step planning process used for FEMA's Community Rating System (CRS) and Flood Mitigation Assistance (FMA) programs. Thus, the modified 10-step process used for this plan meets the requirements of six major programs: FEMA's Hazard Mitigation Grant Program (HMGP); Building Resilient Infrastructure & Communities (BRIC) Program; CRS Program; FMA Program; Severe Repetitive Loss Program; and new flood control projects authorized by the U.S. Army Corps of Engineers.

Table 2.1 shows how the 10-step CRS planning process aligns with the four phases of hazard mitigation planning pursuant to the Disaster Mitigation Act of 2000.

Table 2.1 - Mitigation Planning and CRS 10-Step Process Reference Table

DMA Process	CRS Process
Phase I - Planning Process	
§201.6(c)(1)	Step 1. Organize to Prepare the Plan
§201.6(b)(1)	Step 2. Involve the Public
§201.6(b)(2) & (3)	Step 3. Coordinate
Phase II - Risk Assessment	
§201.6(c)(2)(i)	Step 4. Assess the Hazard
§201.6(c)(2)(ii) & (iii)	Step 5. Assess the Problem
Phase III - Mitigation Strategy	
§201.6(c)(3)(i)	Step 6. Set Goals
§201.6(c)(3)(ii)	Step 7. Review Possible Activities
§201.6(c)(3)(iii)	Step 8. Draft an Action Plan
Phase IV - Plan Maintenance	
§201.6(c)(5)	Step 9. Adopt the Plan
§201.6(c)(4)	Step 10. Implement, Evaluate and Revise the Plan

In addition to meeting DMA and CRS requirements, this plan also meets the recommended steps for developing a Community Wildfire Protection Plan (CWPP). Table 2.2 below outlines the recommended CWPP process and the CRS step and sections of this plan that meet each step.

Table 2.2 - Community Wildfire Protection Plan Process Reference

CWPP Process	CRS Step	Fulfilling Plan Section
Convene decision makers		Section 2 - HMPC
Involve Federal agencies		Section 2 - Involving Stakeholders

CWPP Process	CRS Step	Fulfilling Plan Section
Engage interested parties (such as community representatives)	Step 1, 2, and 3	Section 2 - HMPC, Involving the Public, Involving Stakeholders
Establish a community base map		Section 4 - Wildfire
Develop a community risk assessment, including fuel hazards, risk of wildfire occurrence, homes, business and essential infrastructure at risk, other community values at risk, local preparedness, and firefighting capability	Step 4 and 5	Section 4 - Wildfire Section 5 - Capability
Establish community hazard reduction priorities and recommendations to reduce structural ignitability	Step 6, 7, and 8	Section 6 - Mitigation Strategy Section 7 - Mitigation Action Plans
Develop an action plan and assessment strategy	Step 8 and 10	Section 7 - Mitigation Action Plans Section 8 - Plan Maintenance
Finalize the CWPP	Step 9	Section 9 - Plan Adoption

The process followed for the preparation of this plan, as outlined in Table 2.1 above, is as follows:

## 2.3.7 PHASE I - PLANNING PROCESS

#### Planning Step 1: Organize to Prepare the Plan

With the Region's commitment to participate in the DMA planning process, community officials worked to establish the framework and organization for development of the plan. An initial meeting was held with key community representatives to discuss the organizational aspects of the plan development process. The County Emergency Managers and Planning Directors led each County's effort to reorganize and coordinate for the plan update. Consultants from WSP, ESP, and Insight Planning & Development assisted by leading the Region through the planning process and preparing the plan document.

#### Planning Step 2: Involve the Public

Public involvement in the development of the plan was sought using various methods, as detailed in Section 2.6.

#### Planning Step 3: Coordinate

The HMPC formed for development of the 2020 Neuse River Regional Hazard Mitigation Plan was reconvened for this plan update. Membership was updated where necessary to ensure each community had adequate representation from staff and stakeholders. More details on the HMPC are provided in Section 2.4. Stakeholder coordination was incorporated into the formation of the HMPC and was also sought through additional outreach methods. These efforts are detailed in Section 2.8 and documentation of additional stakeholder outreach is provided in Appendix B.

## Coordination with Other Community Planning Efforts and Hazard Mitigation Activities

In addition to stakeholder involvement, coordination with other community planning efforts was also seen as paramount to the success of this plan. Mitigation planning involves identifying existing policies, tools, and actions that will reduce a community's risk and vulnerability to hazards. Communities in the Neuse River Region use a variety of planning mechanisms, such as comprehensive plans, subdivision regulations, building codes, and ordinances to guide growth and development. Integrating existing planning efforts, mitigation policies, and action strategies into this plan establishes a credible and comprehensive plan that ties into and supports other community programs. As detailed in Table 2.3, the development of this plan incorporated information from existing plans, studies, reports, and initiatives as well as other relevant data from neighboring communities and other jurisdictions.

These and other documents were reviewed and considered, as appropriate, during the collection of data to support the planning process and plan development. Data from these sources was incorporated into the risk and vulnerability assessment and was used in determining the capability of each jurisdiction to implement certain mitigation strategies. The Risk Assessment is presented in Section 4 and the Capability Assessment can be found in Section 5.

Table 2.3 - Summary of Existing Studies and Plans Reviewed

Resource Referenced	Use in this Plan
Local Comprehensive Plans	Where available, each community's comprehensive plan was referenced to develop the Planning Area Profile in Section 3, with future land use maps and descriptions incorporated into community annexes. Local land use and comprehensive plans were also used to develop Mitigation Action Plans in Section 7 and were referenced in the Capability Assessment in Section 5.
Local Ordinances (Flood Damage Prevention Ordinances, Subdivision Ordinances, Zoning Ordinances, etc)	Local ordinances were referenced in the Capability Assessment in Section 5 and where applicable for updates or enforcement in Mitigation Action Plans in Section 7.
Greene, Jones, Lenoir, Pitt and Wayne Counties and Incorporated Areas Flood Insurance Study (FIS) Reports	FIS reports were referenced in the preparation of the flood hazard profile in Section 4.
Neuse River Basin Regional Hazard Mitigation Plan, 2020	The previous plan was referenced in compiling the Hazard Identification and Risk Assessment in Section 4 and in reporting on implementation status and developing the Mitigation Action Plans in Section 2 and Section 7, respectively.
Eastern Carolina Regional Resilience Portfolio; Mid-East Regional Resilience Portfolio	These plans were referenced in the Capability Assessment in Section 5 and for development of the Mitigation Action Plans in Section 7.
North Carolina State Hazard Mitigation Plan, 2023	The State plan was referenced in compiling the Hazard Identification and Risk Assessment in Section 4.

## 2.3.2 PHASE II - RISK ASSESSMENT

## Planning Steps 4 and 5: Identify/Assess the Hazard and Assess the Problem

The HMPC completed a comprehensive effort to identify, document, and profile all hazards that have, or could have, an impact on the planning area. Geographic information systems (GIS) were used to display, analyze, and quantify hazards and vulnerabilities. A draft of the risk and vulnerability assessment was made available on the plan website for the HMPC, stakeholders, and the public to review and comment.

The HMPC also conducted a capability assessment to review and document the planning area's current capabilities to mitigate risk from and vulnerability to hazards. By collecting information about existing government programs, policies, regulations, ordinances, and emergency plans, the HMPC could assess those activities and measures already in place that contribute to mitigating some of the risks and vulnerabilities identified. A more detailed description of the risk assessment process and the results are included in Section 4 Risk Assessment.

#### 2.3.3 PHASE III - MITIGATION STRATEGY

#### Planning Steps 6 and 7: Set Goals and Review Possible Activities

Insight Planning & Development facilitated a discussion with the HMPC to review and revise the planning goals and objectives and a comprehensive range of mitigation alternatives. The HMPC also discussed a method of selecting and defending recommended mitigation actions using a series of selection criteria. This information is included in Section 6 Mitigation Strategy.

#### Planning Step 8: Draft an Action Plan

A complete first draft of the plan was prepared based on input from the HMPC regarding the draft risk assessment and the goals and activities identified in Planning Steps 6 and 7. This draft was shared for HMPC, stakeholder, and public review and comment via the plan website. HMPC, public, and stakeholder comments were integrated into the final draft for NCEM and FEMA Region 4 to review and approve, contingent upon final adoption by all participating jurisdictions.

#### 2.3.4 PHASE IV - PLAN MAINTENANCE

#### Planning Step 9: Adopt the Plan

To secure buy-in and officially implement the plan, the plan will be reviewed and adopted by all participating jurisdictions. Resolutions will be provided in Section 9.

#### Planning Step 10: Implement, Evaluate and Revise the Plan

Implementation and maintenance of the plan is critical to the overall success of hazard mitigation planning. Up to this point in the planning process, the HMPC's efforts have been directed at researching data, coordinating input from participating entities, and developing mitigation actions. Section 8 Plan Maintenance provides an overview of the strategy for plan implementation and maintenance and outlines the method and schedule for monitoring, updating, and evaluating the plan. The Section also discusses incorporating the plan into existing planning mechanisms and how to continue public involvement.

## 2.4 HAZARD MITIGATION PLANNING COMMITTEE

As with the previous plan, this Hazard Mitigation Plan was developed under the guidance of a planning committee comprising representatives of County, City, and Town departments, federal and state agencies, citizens, and stakeholders.

To form the HMPC, the County Emergency Managers coordinated with County, City, and Town officials to designate representatives for each jurisdiction. Each community was asked to designate a primary and secondary contact for the HMPC. Communities were also asked to identify local stakeholder representatives to participate on the HMPC alongside the local staff to improve the integration of stakeholder input into the plan. Table 2.4 lists the membership of the HMPC, the agencies and jurisdictions they represented, and members' attendance at meetings. Many of these representatives were involved in the development of the 2020 Hazard Mitigation Plan and have since participated in regular plan reviews and maintenance. For this plan update, an effort was made to involve additional stakeholders who could represent or coordinate with underserved communities and vulnerable populations.

				HMPC	HMPC Meeting Attendance	g Atter	dance
Jurisdiction	Representative	Agency	Position/Title or *Stakeholder	Mtg.1	Mtg.2	Mtg.3	Mtg.4
Greene County	Brock Kearney	Emergency Services	Director		`	>	^
Greene County	Andrew Harrison	Emergency Services	ES Planner				
Jones County	Ryan "Sissy" Mills	Jones County Emergency Svcs	Emergency Services Director		`		`
Jones County	Kyle Smith	Jones County Administration	County Manager				
Jones County	Reid Southerland	Jones County Emergency Svcs	EM Coordinator	>			
Jones County	Kay Futrell	Jones County Resident	Stakeholder*	>			
Lenoir County	Samuel Kornegay	Lenoir Co Emergency Services	EM Planner	>	>		
Lenoir County	Murry Stroud	Lenoir Co Emergency Services	Director	>			
Lenoir County	Norman Bryson <sup>1</sup>	Lenoir Co Emergency Services	Director				`
Lenoir County	Melissa Greene	County Resident	Stakeholder*				
Lenoir County	Justin Tilghman	County Resident / Business Owner	Stakeholder*				
Kinston	Chad Jackson	City of Kinston	Fire/Deputy Chief		>		>
Kinston	Elizabeth Blount	City of Kinston	Planning Director	`		>	>
Kinston	Omar Grady	Resident	Stakeholder*	`>			
Kinston	Randy Jones	Resident	Stakeholder*				
Pink Hill	Lauren Smith	Town of Pink Hill	Town Clerk				>
Pitt County	Jonas Hill	Pltt County Planning & Development	Planning Director		>	`	>
Pitt County	Thomas Shrader	Pitt County Planning & Development	Planner III	>	>	>	`
Pitt County	David Davenport	Pitt County Planning Board	Stakeholder*	>			
Pltt County	Steve Little	Pitt County Planning Board	Stakeholder*				
Ayden	Stephen Smith	Town of Ayden	Assistant Town Manager	>	>	>	>
Ayden	Scott Howard	Town of Ayden	Town Manager				
Farmville	Justin Oakes	Town of Farmville	Planning Director	`		>	>
Farmville	David Hodkins	Town of Farmville	Town Manager				
Farmville	Kevin Wainwright	Resident	Stakeholder*				
Farmville	Burt Smith	Resident	Stakeholder*				
Creenville	Daryl Norris	City of Greenville Public Works Dept.	Stormwater Engineer	>	`	>	
				-		-	

				N N N	HMPC Meeting Attendance	ig Arrei	2000
Jurisdiction	Representative	Agency	Position/Title or *Stakeholder	Mtg.1	Mtg.2	Mtg.2 Mtg.3 Mtg.4	Mtg.4
Greenville	Bryan Jones	City of Greenville Public Works Dept.	Surveyor/Floodplain Coordinator	>	>	`	>
Greenville	Dr. Jeff McKinnon	Resident	Stakeholder*	>			
Greenville	Dr. Yoshi Newman	Resident	Stakeholder*	>			>
Grifton	Dylan Haman	Town of Grifton	Town Manager				
Grifton	Derrick Dennis	Town of Grifton	Police Chief				
Grifton	Mike Gaskins	Resident	Stakeholder*	,			
Grifton	Daniel Allbritton	Resident	Stakeholder*				
Grimesland	Jaime Moles	Town of Grimesland	Town Clerk				
Grimesland	Tina Dixon	Town of Grimesland	Public Works Director		>		>
Winterville	Terri L. Parker	Town of Winterville	Town Manager				
Winterville	Stephen Penn	Town of Winterville	Planning Director				>
Winterville	Bryan Fagundus	Resident	Stakeholder*				
Winterville	Sean Owens	Resident	Stakeholder*				
Wayne County	Berry Gray	Wayne County Planning	Planning Director	>	>	>	>
Wayne County	Anthony Cape	Wayne County Planning	Planning Technician				
Wayne County	Randy Gray	Resident	Stakeholder*				
Wayne County	Curtis Stafford	Resident	Stakeholder*				
Fremont	Jonathan Allen	Town of Fremont	Town Administrator	>			
Fremont	Shannon Daly	Town of Fremont	Finance Officer				
Goldsboro	Mark Helmer	Clty of Goldsboro	Planning Director	>			
Goldsboro	Kenny Talton	City of Goldsboro	Assistant Planning Director	>		>	
Goldsboro	Fritz Knack	Resident	Stakeholder*			>	
Walnut Creek	Robert Parchman	Village of Walnut Creek	Administrator/Chief of Police		>	>	>
Walnut Creek	Jacqui Whitmire	VIIIage of Walnut Creek	Village Clerk				
Walnut Creek	Cyndl Dupuy	Resident	Stakeholder*				
Walnut Creek	John Seegars	Resident	Stakeholder*				
N/A	Chrls Crew	NCEM	Mitigation Plans Manager*	>			
N/A	John Mello	NCEM	Mitigation Planner*			>	
N/A	Carl Baker	NCEM	Mitigation Planner*	>	>	>	>
N/A	Donald Taft	NCEM	Area 4 Coordinator*				
N/A	Gred Harden	Z107	*				

				HMPC	Meetin	g Atten	HMPC Meeting Attendance
Jurisaletion	Representative	Agency	Position/Title or *Stakeholder	Mtg.]	Mtg.2	Mtg.1 Mtg.2 Mtg.3 Mtg.4	Mtg.4
N/A	Charles Tripp	NCEM	Area 2 Coordinator*				
N/A	Dianne Curtis	NCEM	Eastern Branch Manager*				
N/A	Steven Jackson	NCEM	Deputy HM Section Chief*	>			
N/A	Matthew Stillwagon	NCDPS	NFIP Planner*		1		
N/A	Andrea Webster	NCORR	Resilience Policy Advisor*		>		
N/A	Helene Weatherington	NCORR	Resillent Communities Specialist			>	
N/A	Hannah Thompson- Welch	NC Forest Service	Wildfire Mitigation Specialist		>	`	

'Asterisk Indicates that the representative is a citizen or outside stakeholder not affiliated with the local government 'Note: Norman Bryson replaced Murry Stroud as an HMPC member for Lenoir County during the planning process.

Several of the jurisdictions elected to designate their respective county official to represent their jurisdiction on the HMPC, generally because they did not have the time or staff to be able to attend on their own. Although these members designated county officials to represent them at in-person meetings, each was still contacted throughout the planning process and participated by providing suggestions and comments on the plan and updates to mitigation actions and local capabilities via emails and phone conversations. These members are listed in Table 2.5 by jurisdiction.

Table 2.5 - Jurisdictions Designating County Representation on the HMPC

Jurisdiction	Representative	Agency/Position
Hookerton	Tyler Shirley	Town of Hookerton, Maintenance Supervisor
Snow Hill	April Vinson	Town of Snow Hill, Town Manager
Walstonburg	Bess Patton	Town of Walstonburg, Town Clerk
Maysville	Shumata Brown	Town of Maysville, Town Manager
Pollocksville	Jay Bender	Town of Pollocksville, Mayor
Trenton	Glenn Spivey	Town of Trenton, Town Clerk
La Grange	Shawn Condon	Town of La Grange Administration, Town Manager
Bethel	Scott Elliott	Town of Bethel, Town Manager
Falkland	Ginger Little	Town of Falkland, Mayor
Fountain	Letha H. Hines	Town of Fountain Administration, Town Clerk
Grifton	Oryan Lowry	Town of Grifton, Interim Town Manager
Simpson	Richard C Zeck	Village of Simpson, Mayor
Eureka	Clara Sauls	Town of Eureka, Planning Commission Member
Mount Olive	Jammie Royall	Town of Mount Olive, Town Manager
Pikeville	Tim Biggerstaff	Town of Pikeville, Town Administrator
Seven Springs	Ronda Hughes	Town of Seven Springs, Mayor

The HMPC led the planning and decision-making efforts throughout the planning process; however, other staff from the participating communities were involved in an advisory role to provide input and local data, review plan drafts, update the status of their respective mitigation actions, and otherwise support the HMPC in this plan update. These were not members of the HMPC. Additional local staff that supported the HMPC are recognized in Table 2.6 below.

Table 2.6 - Additional Staff Supporting the Planning Process

Representative	Agency	Position/Title
Miranda Futrell	Lenoir County Emergency Senices	
Timothy Mooring		Deputy Director
Stevens Nimmo	Kinston Fire & Rescue	Fire Control Specialist Captain
Gary Tillman		Director
	Miranda Futrell Timothy Mooring Stevens Nimmo	Miranda Futrell Lenoir County Emergency Services Timothy Mooring Kinston Fire & Rescue Stevens Nimmo Kinston Fire & Rescue

The formal HMPC meetings followed the 10 CRS Planning Steps. Agendas, minutes, and sign-in sheets for the HMPC meetings are included in Appendix B. The meeting dates and topics discussed are summarized in Section 2.5 Meetings and Workshops. All HMPC meetings were open to the public.

The DMA planning regulations and guidance stress that each local government seeking FEMA approval of their mitigation plan must participate in the planning effort in the following ways:

- Participate in the process as part of the HMPC;
- Detail where within the planning area the risk differs from that facing the entire area;
- Identify potential mitigation actions; and
- Formally adopt the plan.

For the Neuse River Region HMPC, "participation" meant the following:

- Providing facilities for meetings;
- Attending and participating in the HMPC meetings;
- Collecting and providing requested data (as available);
- Providing an update on previously adopted mitigation actions;
- Managing administrative details;
- Making decisions on plan process and content;
- Identifying mitigation actions for the plan;
- Reviewing and providing comments on plan drafts;
- Informing the public, local officials, and other interested parties about the planning process and providing opportunity for them to comment on the plan;
- Coordinating and participating in the public input process; and
- Coordinating the formal adoption of the plan by local governing bodies.

Detailed summaries of HMPC meetings are provided under Section 2.5 Meetings and Workshops, including meeting dates, locations, and topics discussed. During the planning process, the HMPC members communicated through face-to-face meetings, email, and phone conversations. This continued communication ensured that coordination was ongoing throughout the entire planning process even though not all HMPC members could be present at every meeting. Additionally, draft documents were distributed via the plan website so that the HMPC members could easily access and review them and provide comments.

## 2.5 MEETINGS AND WORKSHOPS

The preparation of this plan required a series of meetings and workshops for facilitating discussion, gaining consensus, and initiating data collection efforts with local government staff, community officials, and other identified stakeholders. More importantly, the meetings and workshops prompted continuous input and feedback from relevant participants throughout the drafting stages of the plan.

Table 2.7 summarizes the key meetings and workshops held by the HMPC during the development of the plan. In many cases, routine discussions and additional meetings were held by local staff to accomplish planning tasks specific to their department or agency such as reporting on changes to local capabilities, updating the status of mitigation actions, and identifying new actions. These meetings were informal and are not documented here.

Public meetings are summarized in subsection 2.6.

Table 2.7 - Summary of HMPC Meetings

Meeting Title	Meeting Topic	Meeting Date	Meeting Location
1) Introduction to DMA and CRS requirements and the planning process 2) Review of HMPC responsibilities and the project schedule	July 10, 2024	City of Kinston Public Services Building 2360 Hwy 258 South Kinston, NC	
HMPC Mtg. #2	<ol> <li>Review the draft Hazard Identification &amp; Risk Assessment</li> <li>Discuss updates to local capabilities</li> <li>Review problem statements and mitigation action ideas</li> </ol>	December 9, 2024	The Jeffreys Building 134 N John Street 2 <sup>nd</sup> Floor Conference Room Goldsboro, NC 27530

## ATTACHMENT E

Resolution 25-06

## RESOLUTION ADOPTING NEUSE RIVER REGIONAL HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within the Town of Bethel are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the region are particularly vulnerable to dam failure, drought, earthquake, excessive heat, flooding, hurricane and coastal hazards, thunderstorm, tornado, winter weather, and wildfire; and

WHEREAS, the Town of Bethel desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Article 5, Section 160D-501 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (State emergency assistance funds) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and.

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five-year cycle; and

WHEREAS, the Town of Bethel has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the Board of Commissioners of the Town of Bethel to fulfill this obligation in order that the Town of Bethel will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County;

NOW, THEREFORE, be it resolved that the Board of Commissioners of the Town of Bethel hereby:

- Adopts the Neuse River Regional Hazard Mitigation Plan.
- 2. Vests Pitt County Planning Department with the responsibility, authority, and the means to:

- a. Inform all concerned parties of this action.
- b. Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.
- 3. Appoints Pitt County Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Town of Bethel for consideration.
- 4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the 5th day of August, 2025.

	Carl Wilson, Mayor	-
Attest:		
Linda Sheppard, Town Clerk		

## ATTACHMENT F

#### TOWN OF BETHEL

#### LINE ITEM TRANSFER/BUDGET AMENDMENT

Department: RECREATION/SENIOR CENTER

	The state of	I INF II	EM TRANSFER		
	FROM		em HONFOLEK	<u>T0</u>	
	111111111111111111111111111111111111111				
Account Name	Acct #	Amount	Account Name	Acct#	Amount ·
				6	
Total		_			
Total		<u> </u>	Total		\$ -
		RUDGE	TAMENDMENT		
	REV	ENUES	AMENDIMENT	EVDEN	DETIDES
Account Name				CAPEN	DITURES
Account Name	Acct #	Amount	Account Name	Acct#	Amount
			Repairs and Maintenance		
			Uniforms	10-620-1500	
				10-530-2400	\$ 1,000.00
			1		
			1		
Total		9			
. 04.1		\$ -	Total		\$ -
Explanation: To move funds from re-	creation to	cover Eine Don	Defendant III-75		
		cover rine pep	arunent-Uniforms		
Requested by:			Approved by:		*
1 - 10				,	
1 11.800 M			11/9/	/ ic	

Mote: approved via Budget Ord. authority.

## ATTACHMENT G

#### TOWN OF BETHEL

#### LINE ITEM TRANSFER/BUDGET AMENDMENT

10/1/24
Transfer # \_\_\_\_\_19\_
Department: SCIF GRANT

		LINEIT	EM TRANSFER		
	FROM			TO	
Account Name	Acct#	Amount	Account Name	Acct #	Amount
					*
Total					
Total		\$ -	Total		\$
		BUDGE	T AMENDMENT		
	REV	ENUES		EXPEN	DITURES
Account Name	Acct#	Amount	Account Name	Acct#	Amount
			Town Hall Renovations	64-420-1500	
			Police Building Repairs	64-510-1500	\$ (28,250.00)
		•			
Total		\$ -	Total		
					\$ -
Explanation: To move SCIF funds	from Police b	uilding to Town	Hall renovations per council minut	es 10/1/2024	- 22
	1111111				
Requested by:			Approved by:	· · · · · · · · · · · · · · · · · · ·	
1 11000:11					
Set Ellist			(ME)		

per board Solection of vendor on 10-1-24. (See attached abstract and minites.)

## ATTACHMENT H

#### TOWN OF BETHEL

#### LINE ITEM TRANSFER/BUDGET AMENDMENT

Date: 8/5/25
Amendment # \_\_\_\_\_1\_\_
Department: STREETS

		LINE ITE	EM TRANSFER		
	FROM			TO	
Account Name	Acct#	Amount	Account Name	Acct#	Amount
					-
4					
S.					
			120		
Total		s -	Total		
			Total		\$ -
		BUDGE	TAMENDMENT		
	REV	ENUES		EXPEN	DITURES .
Account Name	Acct#	Amount	Account Name	A 4 #	
			Supplies	Acct # 10-560-3300	<u>Amount</u> \$ (5,000.00)
			Street Maintenance	10-560-1500	\$ 5,000.00
					1
					1
					1
					1
					1
					- 1
					1
Total					
			Total		\$ -
Explanation: To move \$5,000 from supplies for street maintenance					
	7				1
					i
Requested by:			Approved by:		

## **ATTACHMENT I**

# Town of Bethel Monthly Crime Statistic June 2025 July 9, 2025

1

Total Calls For Service N= 83(CAD Data)
Total Incident Reports N= 29

Index Crimes		$\checkmark$	
Violent Crime	April 2025	May 2025	June 2025
Murder	0	0	0
Sexual Assault	0	0	0
Robbery	0	0	0
Assault	3	2	2
Property Crime			
Burglary	0	0	0
Larceny	0	1	1
Auto Theft	0	0	0
Arson	0	0	0

Total Part II Crimes reported N= 26 (Numbers Based on the number of incident reports)

## The most common Calls For Service prefomed with in the city of Bethel.

Traffic Complaint Report	0
Traffic Stops	2
Business Checks	245(These are done in addition to calls for service.)
Sex Offender Check	0
Welfare Check	7
Alarm	5
Warrant Service	0
Ride By	17

## Calls for Service Day of the Week

N=83(CAD Data)

