

Owners Association regarding the former system assets. They are moving ahead and have applied for several grants and have received good indications that they will be approved and these funds will go toward covering the engineering costs. They have negotiated with the County on the Water Contract. Commissioner Hobbs asked when the sewer system was going to be installed. Mr. Helm said that they have to get their final design, submit it to DENR, who will approve it and negotiate a timetable with DENR which they do not have that yet. Commissioner Peeler asked what type of system they were looking at. Mr. Helm said that it would be a modified system on the order of a step system.

ADJOURNMENT

There being no further business to discuss, the Regular Meeting was adjourned by the Chairman at 8:00 p.m. on motion made by Edward R. Muzzulin, seconded by Matthew Peeler.

Janice McKenzie Cole, Chair

Clerk to the Board

REGULAR MEETING
April 1, 2013
6:45 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, April 1, 2013, at 6:45 p.m. in the Commissioners' Room located on the first floor of the Perquimans County Courthouse Annex.

MEMBERS PRESENT: Janice McKenzie Cole, Chair Edward R. Muzzulin, Vice Chair
Benjamin Hobbs Kyle Jones
Matthew Peeler Tammy Miller-White

MEMBERS ABSENT: None

OTHERS PRESENT: Frank Heath, County Manager Hackney High, County Attorney
Mary Hunnicutt, Clerk to the Board

After the Chair called the meeting to order, County Manager Heath gave the invocation and the Chair led the Pledge of Allegiance. The Chair said that the first item of business was to hold a couple of Public Hearings.

PUBLIC HEARINGS

Administrative Text Amendment No. TXT-12-03

Chair Cole opened the first Public Hearing stating that the purpose of the public hearing was to receive public comments on the consideration of Administrative Text Amendment No. TXT-12-03, to amend Accessory Use Solar regulations, with changes to Articles VIII, IX, XI and XXIV of the Zoning Ordinance. There were nine (9) people present. The Chair recognized Donna Godfrey, County Planner, who presented the following proposed Text Amendment:

**-Beginning of Ordinance document to be recorded-
Administrative Text Amendment No. TXT-12-03
Perquimans County Zoning Ordinance
Articles VIII, IX, XI & XXIV: Accessory Solar Rewrite**

NOTE 1: The attached Draft Ordinance denotes changes recommended by the Planning Board on 2-12-13 and 3-21-13, to include changes as summarized:

- 1) Require Conditional Use Permit for a request to place ground-mounted solar panel(s) in front of a single-family residence on lots containing less than 2 acres (2-12-13).
- 2) Establish design standards for staff-level review and remove the Conditional Use Permit process for the other scenarios (2-12-13).
- 3) Base approval of accessory-level commercial production on a 2-acre minimum yard size in residential districts or on the minimum setbacks for accessory structures in non-residential districts (2-12-13).
- 4) Add new Section 1107.C.(3) to provide that the area of the system shall not exceed the footprint of the principal structure (3-21-13).

NOTE 2: See 2-12-13 Minutes for details of changes made during the Planning Board meeting. Some "form over substance" reformatting and renumbering changes were made by Planning staff after the Planning Board's 2-12-13 meeting, and these are shown in double ~~strike through~~ and underline with yellow highlighted text. Changes made to Section 1107.C.(3) on 3-21-13 shown in double ~~strike through~~ and underline with italics text.

ORDINANCE NO. _____

AN ORDINANCE OF PERQUIMANS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF NORTH CAROLINA, AMENDING, ADDING AND REPEALING SECTIONS OF THE PERQUIMANS COUNTY ZONING ORDINANCE AS ADOPTED BY ORDINANCE NO. 35, AS PREVIOUSLY AMENDED; THIS ORDINANCE AMENDS ARTICLES VIII, IX, XI AND XXIV TO CLARIFY STANDARDS, CONDITIONS, PROCEDURES AND DEFINITONS FOR SMALL SCALE SOLAR ENERGY FACILITIES AS ACCESSORY USE TO PRINCIPAL RESIDENTIAL AND NON-RESIDENTIAL USES; REMOVING SOME CONDITIONAL USE PERMIT REQUIREMENTS; AND REQUIRING POSTED INSTRUCTIONS TO CUT OFF POWER IN EMERGENCY SITUATIONS; ESTABLISHING MEASURABLE OBJECTIVES FOR ADMINISTRATIVE IMPLETATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY, NORTH CAROLINA THAT:

Section 1. Perquimans County Ordinance No. 35 (Zoning Ordinance), as previously amended, is hereby amended by revising **Articles VIII, IX, XI and XXIV** to clarify standards, conditions, procedures and definitions for Small Scale Solar Energy Facilities as Accessory Use to Principal Residential and Non-Residential Uses; removing some Conditional Use Permit requirements; ~~requiring posted instructions to cut off power in emergency situations~~ **establishing measurable objectives for administrative implementation** thereof and by adding and substitution the following excerpts of **Articles VIII, IX, XI and XXIV** attached hereto as **Exhibits A, B, C and D** and incorporated herein by reference, in its stead;

Section 2. Severance Clause. It is the intent of the Board of County Commissioners of Perquimans County, North Carolina, and it is hereby provided, that if any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance; and

Section 3. Effective Date. This Ordinance shall take effect upon its passage and enactment. This Ordinance shall be recorded in a book kept and maintained by the Clerk of the Board of County Commissioners of Perquimans County, North Carolina.

PASSED AND ENACTED by the Board of County Commissioners of Perquimans County, North Carolina, this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY, NORTH CAROLINA

By: _____
Janice McKenzie Cole, Chair

ATTEST:

Mary P. Hunnicutt, Clerk to the Board

Effective Date: _____

Exhibit "A"

Article VIII. Table of Uses (page 5 of 6)

USES	RA	HA	RA-43	RA-25	RA-15	CR	CN	CH	IL	IH
Printing, Publishing, and Binding Establishments									P	P
Produce Stands	P					P	P	P	P	P
Produce Stands for sale of produce grown on premises only		P	P	P	P					
Public Facilities and Buildings, including outdoor storage, repair yards, or garages	C					C		P	P	P
Public Building, not including outdoor storage, repair yards, or garages			P			P	P	P		
Public Utility Substations, Transformer Stations and other Facilities	C	C	C	C	C	C	C	C	C	C
Radio and Television Studios								P	P	P
Recreation, Indoor (including, but not limited to bowling alleys and skating rinks)						P	P	P		
Recreation, Outdoor (including, but not limited to, ball fields, swimming pools, horseback riding trails, saddle clubs, and community rodeos)	C					P	C	C		
Restaurants, without drive-thru	C	C				P	P	P	P	P
Restaurants, with drive-thru, and fast food						C	C	C		
Retail Sales and other Establishments not otherwise listed						P		P		
Schools, academic	C		C	C	C			C		
Schools, business or trade	C		C	C	C			C		
Sculpting, with outside storage						P				
Sculpting, without outside storage						P	C			
Secondary Temporary Dwelling (for hardship circumstances, usually family)	C		C	C	C					
Services (not elsewhere listed)								P		
Shooting Range, Indoor								C		
Solar Energy System, Large	C								P	P
Small Scale, Accessory Use Solar Energy System	P	P	P	P	P	P	P	P	P	P
Small Scale Solar in Front Yd.	C	C	C	C	C	CP	CP	CP	CP	CP
Small Scale Solar Production	CP	CP	CP	CP	CP	CP	CP	CP	CP	CP
Subdivisions, Major			P	P	P	P	P	P	P	P
Subdivisions, Minor	P	P	P	P	P	P	P	P	P	P

P=Permitted Use (subject to review by Zoning Administrator/TRC for compliance with minimum design standards).
C=Conditional Use (subject to issuance of Conditional Use Permit by BCC following Planning Board's recommendation).

Exhibit "B"

ARTICLE IX. CONDITIONAL USES

Section 901. Objectives and Purposes

It is recognized that there are some land uses that are basically in keeping with the intent and purpose of the various districts created by this Ordinance, yet these uses may have a significant impact on those districts. These impacts are best determined following careful review of the specific proposal. In order to add flexibility to this Ordinance, certain uses are allowed by means of controls exercised through the Conditional Use Permit process.

Section 902. Procedures

Conditional Use Permits shall be reviewed by the Perquimans County Planning Board for recommendation to the Perquimans County Board of County Commissioners according to the regulations stipulated in Article XXIII "Hearing Procedures for Appeals and Applications." Conditional Use Permits shall be granted by the Perquimans County Board of County Commissioners as permitted by G.S. 153A-135 for all conditional uses enumerated in the Table of Uses. These uses may be established only after approval by the Board of County Commissioners.

The owner or owners of all the property included in the petition for a Conditional Use Permit shall submit required application information to the County Planning Department at least three weeks prior to the Planning Board meeting at which it is to be heard. Such application shall include all of the requirements pertaining to it in this Ordinance.

Applications shall include a Site Plan and be accompanied by a fee set according to the Planning Department Fee Schedule.

All requests for Conditional Use Permits shall be considered by Planning Board and the Board of County Commissioners within ninety (90) days from submission to the Planning Department. However, this requirement is not intended to prevent the Board of County Commissioners from delaying action after review.

Section 903. Planning Board Review and Board of County Commissioners Action

The Planning Board shall consider the application at a public meeting and make a recommendation to the Board of County Commissioners. The Board of County Commissioners shall consider the application, the Planning Board recommendation, and comments at a public hearing and may grant or deny the Conditional Use Permit. In application consideration, the Planning Board and Board of County Commissioners shall use as a guide the specific conditions outlined in this Article for each use proposed. In addition, the Boards shall find:

- (a) That the use will not materially endanger the public health or safety, if located according to the plan submitted and approved;
- (b) That the use meets all required conditions and specifications;
- (c) That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity; and
- (d) That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and in general conformity with the Perquimans County Land Use Plan.

In granting the Conditional Use Permit the Board of County Commissioners may designate only those conditions, in addition to those stated herein, which, in its opinion, assure that the use in its proposed location will be harmonious with the area and with the spirit of this Ordinance and clearly in keeping with the public welfare. All such additional conditions shall be entered in the minutes of the meeting at which the Conditional Use Permit is granted and on the Conditional Use Permit granted. ***In order to validate the Conditional Use Permit, the owner(s) or authorized applicant(s) shall sign the document and register it with the Perquimans County Register of Deeds, at which point it remains valid for one year from the date granted by the Perquimans County Board of County Commissioners.***

(This includes Conditional Use Permits granted in the conditional use district rezoning process). All specific conditions shall run with the land and shall be binding on the original applicants for the Conditional Use Permit, their heirs, successors, and assigns.

Section 904. Denial and Appeal

If the Board of County Commissioners denies the Conditional Use Permit, it shall enter the reason for its action in the minutes of the meeting at which the action is taken. Reasons for denial shall be provided in writing. No appeal may be taken from the action of the Board of County Commissioners in granting or denying a Conditional Use Permit except through the Perquimans County Superior Court within thirty (30) days or forever be barred.

Section 905. Compliance with District Regulations

In addition to the conditions specifically imposed in this paragraph and such further conditions, as the Board of County Commissioners may deem reasonable and appropriate, Conditional Uses shall comply with all other regulations for the zoning district in which they are located unless the provisions for the Conditional Use provide to the contrary.

Section 906. Failure to Comply with Plans

In the event of failure to comply with the plans approved by the Board of County Commissioners, or with any other condition imposed upon the Conditional Use Permit, the permit shall thereupon immediately become void and of no effect. No building permits for further construction or certificates of occupancy under this Conditional Use Permit shall be issued, and all completed structures shall be regarded as nonconforming uses subject to the provisions of this Ordinance. In such cases, owners of adjoining property shall be notified that the Conditional Use Permit is no longer in effect.

Section 907. Supplemental Regulations for Conditional Uses

Specific Requirements by Use: *A site plan for a conditional use must always be submitted with the application* based upon the checklist contained in the Zoning Ordinance at Article V, Section 509, Site Plan Requirements. Multiple copies of the plan are required as needed for the Planning staff's distribution to members of the Technical Review Committee, Planning Board and Board of County Commissioners. In addition, an electronic file may be submitted.

Individual Conditional Uses may require more information, as given in this Section or elsewhere in this Ordinance. In addition, the Planning Board or Board of County Commissioners may require other information as it deems necessary in order to determine if the proposal meets all requirements and will not endanger persons or property.

The Board of Commissioners may impose reasonable conditions in addition to those given in this Section and elsewhere in this Ordinance. In order to do this, the Board must determine that additional conditions are necessary to protect the welfare and safety of the public and of property, or to meet the tests given elsewhere in this Article.

907.29 — Small Scale Accessory Use Solar Energy Facilities (for Commercial Energy Production) and/or located in Front Yards)

A. ~~Zoning Districts: RA, HA, RA-43, RA-25, RA-15, CR, CN, CH, IL, IH~~

B. ~~Front Yard Location: A small scale, Accessory Use Solar Collector may be permitted in the front yard in any district as a Conditional Use as designated in the Table of Uses, subject to the following Site Considerations: All Small Scale Solar Energy Facilities shall comply with minimum design standards as outlined herein and in Article XI. Compliance with applicable standards shall be documented and shown on the Site Plan and submitted with the Application for Conditional Use Permit for review by the Planning Board and Board of County Commissioners.~~

- ~~(1) Glare: Solar Panels and related equipment shall be placed such that concentrated solar radiation or glare shall not be directed onto adjacent or nearby properties or roadways.~~
- ~~(2) Screening: Solar Panels and related equipment proposed for placement in the front yard shall be screened from routine view from public rights-of-way, existing residential uses and adjacent properties zoned Residential Agricultural, Historic Agriculture or Rural Agriculture Zoning Districts using the County's Buffers and Screening standards currently found in Article XVIII, Sections 1802 and 1803. Such screening shall be a minimum fifteen (15) foot wide vegetated strip along any property line adjacent to or within five hundred (500) feet of the public right-of-way. This vegetated strip shall consist of a naturally wooded area or planted with a mix of evergreens and deciduous trees and shrubs to simulate a naturally wooded area within three (3) years.~~

C. ~~Commercial Energy Production: A small scale, Accessory Use Solar Collector may be permitted to generate electrical energy for the purpose of on-site consumption in any zoning district, in accordance with Article XI design standards. Commercial-level Solar Energy Production may be permitted in any zoning district as a Conditional Use as designated in the Table of Uses, subject to additional site considerations, as follows:~~

- ~~(1) Any Solar Collector and/or related equipment proposed for the purpose of selling and/or returning electric energy to an electric distributor shall be required to demonstrate to the County that said equipment is installed to meet all local, state and federal requirements;~~
- ~~(2) All location criteria, site considerations and application requirements applicable to Accessory Use Solar Collectors and related equipment which are permitted without a Conditional Use Permit shall be applied to the equipment proposed for commercial energy production including but not limited to those specified for ground-mounted and roof-mounted equipment.~~

D. ~~Application Requirements:~~

- ~~(1) Submit Site Plan prepared in accordance with current Site Plan Requirements of Section 509 and denoting the dimensions of the subject property, proposed solar panel location(s), including the arrangement of solar panels, distance from the proposed site improvements to all property lines.~~
- ~~(2) The Site Plan should also show the location of any required buffers as outlined in Article XVIII.~~
- ~~(3) Submit horizontal and vertical (elevation) to-scale drawings with dimensions.~~
- ~~(4) Approved Solar Components: Solar energy system components must have a UL listing and must be designed with anti-reflective coating(s).~~
- ~~(5) Compliance with Building Code: All active solar energy facilities shall meet all requirements of the North Carolina State Building Code and shall be inspected by a Perquimans County Building Inspector.~~
- ~~(6) Compliance with National Electric Code: All photovoltaic systems shall comply with the National Electrical Code, current edition.~~

Exhibit "C"

ARTICLE XI. EXCEPTIONS AND MODIFICATIONS

The dimensional requirements of this Ordinance shall be adhered to in all respects except that under the specified conditions as outlined in this Ordinance the requirements may be waived or modified as stated; and in addition, the dimensional requirements may be changed or modified by the Board of Adjustment as provided for in Article XVI "Appeals and Variances."

Section 1101. Front Yard Modifications in Residential Districts

Where fifty percent (50%) or more of the lots in any block or within six hundred (600) feet on both sides of the proposed structure, whichever is less, is composed of lots which have been developed with buildings whose front yards are less than the minimum required front yard as specified in the Dimensional Requirements, the required front yard shall be the average depth of front yards of the developed lots, or the minimum front yard as specified in Article VII "Dimensional Requirements," whichever is less. Provided further that, if any lot lies between two buildings which are less than one hundred (100) feet apart, the required front yard for such lot shall be no greater than the average front yard of the two adjoining lots or twenty-five (25) feet, whichever is more.

Where fifty percent (50%) or more of the lots in any block or within six hundred (600) feet on both sides of the proposed structure, whichever is less, is composed of lots with buildings whose front yards are greater than the minimum required front yard shall be the average depth of front yards of the developed lots. Provided further, that if any lot lies between two (2) buildings that are less than one hundred (100) feet apart, the required front yard for such lot shall be no less than the average front yard of the two (2) adjoining lots.

Section 1102. Other Yard Modifications

Where through lots occur, the required front yard shall be provided on both streets. Architectural features such as open or enclosed fire escapes, steps, outside stairways, balconies, and similar features, and uncovered porches may not project more than four (4) feet into any required yard. Sills, cornices, eaves, gutters, buttresses, ornamental features, and similar items may not project into any required yard more than thirty (30) inches.

Section 1103. Height Limit Exceptions

Church steeples, chimneys, belfries, water tanks or towers, fire towers, flag poles, spires, wireless and broadcasting towers, monuments, cupolas, domes, antennas (except satellite dish antennas), and similar structure and necessary mechanical appurtenances may be erected to any height, unless otherwise regulated. (see also Section 703)

In all areas within one thousand feet of any aircraft landing field, a structure exceeding thirty-five (35) feet in height shall be permitted only upon a finding by the Board of Adjustment after a public hearing that it does not constitute a menace to safety.

Section 1104. Retaining Walls

The setback and yard requirements of this Ordinance shall not apply to a retaining wall not more than three (3) feet high, measured from the lowest ground elevation to the top of the wall. The Board of Adjustment may permit a retaining wall greater than three (3) feet in height where it finds that, due to the topography of the lot, such a wall is necessary.

Section 1105. Zero Lot Lines

Any planned unit development in any district may make use of the zero lot concept, that is, no minimum lot size or yard requirements, provided that the total area of the planned unit development meets the minimum lot size in its district, that the planned unit development remains under single control through a property owner's association or similar means, and that minimum yards and buffers as required in its district are preserved around the entire perimeter of the planned unit development. Such a planned unit development is a subdivision and must be approved as such through the requirements of the Subdivision Regulations, as well as meeting the requirements of the Zoning Ordinance.

Section 1106. Wind Energy Facilities

Additional yard setbacks and other design standards shall apply to Wind Energy Facilities as provided in Article IX, Conditional Uses. For Small Scale Facilities permitted in the Rural Agriculture Zone, Section 907 standards shall be depicted on the Site Plan prepared in accordance with Section 509 requirements and submitted with the Zoning Permit Application for review by the Planning & Zoning Administrator.

Section 1107. Solar Energy Facilities

- A. Large Scale Solar Farms or Solar Energy Facilities: Additional yard setbacks and other design standards shall apply to Solar Farms, or Large Scale Solar Energy Facilities, as provided at Article IX, Conditional Uses for application in the RA (Rural Agriculture), IL (Light Industrial) and IH (Heavy Industrial) Zoning Districts.
- B. Small Scale Solar Energy Facilities Accessory to Principal Residential or Non-Residential Uses: shall be permitted as an accessory use to existing structures or facilities in any zoning district provided they comply with minimum design standards outlined below. Compliance with applicable standards shall be documented and shown on the Site Plan and submitted with the Zoning Permit Application for review and approval by the Planning & Zoning Administrator and, where applicable, with the Application for Conditional Use Permit.
- (1) A small Small scale, Accessory Use Solar Collector(s) shall be permitted to generate electrical energy for the sole purpose of on-site consumption in any zoning district, in accordance with minimum building setbacks as required for all other accessory buildings and structures within said district, as evidenced on a standard site plan and attached to a Zoning Permit Application for compliance review by the Planning & Zoning Administrator. However, ground-mounted collector(s) proposed in front of a single-family residence on property containing less than two (2) acres and located within the routine view of adjacent properties and/or the road right-of-way, may be approved subject to a Conditional Use Permit and compliance with the Application Requirements and design standards herein stated below:
 - (2) Small scale solar energy collector(s) which generate(s) energy in excess of the amount needed to serve the single-family residential customer may be permitted as an Accessory Use in any residential zoning district as designated in the Table of Uses, subject to a minimum lot size of two (2) acres and subject to the Application Requirements and design standards herein stated below; and
 - (3) Small scale solar energy collector(s) which generate(s) energy in excess of the amount needed to serve the non-single-family residential customer may be permitted as an Accessory Use in an applicable non-residential zoning district as designated in the Table of Uses, and subject to the Application Requirements and design standards herein stated below.
 - ~~(4) Solar Collector: An application for a proposed Small Scale Solar Collector/Energy System located at a residence or business must meet the following standards as an accessory use:

 - (a) Any Small Scale Accessory Use Solar Collector proposing to sell residual energy to an electrical distributor must first obtain Conditional Use Permit review and approval from the Planning Board and Board of County Commissioners.
 - (b) Any Small Scale Accessory Use Solar Collector proposed in a front yard or on that section or sections of the roof which are within the routine view of a public right-of-way shall require a Conditional Use Permit;
 - (c) Notwithstanding other location standards noted herein, all solar energy collectors, whether ground mounted or mounted on an existing structure, shall meet or exceed the minimum accessory structure zoning setbacks for the zoning districts in which located.
 - (d) A ground-mounted solar collector shall meet the following location standards:

 - (1) Freestanding Accessory Use solar collectors shall be located to the side or rear of the principal structure, or in the side or rear yard, except that, for corner lots, accessory structures shall only be permitted in the rear yard.
 - (2) Any free-standing solar collector proposed in a front yard shall require a Conditional Use Permit;
 - (3) Notwithstanding other minimum yard requirements, no Accessory Use Solar Collector may extend within ten feet of a lot line, nor within 20 feet of a street right-of-way line;
 - (4) No Ground-mounted Accessory Use Solar Collector shall exceed the height of the principal structure as limited by the Maximum Height requirements of this Ordinance.
 - (e) A roof-mounted solar collector shall meet the following location standards:

 - (1) Roof-mounted Accessory Use Solar Collectors shall not extend above the ridge cap;
 - (2) The collector surface and mounting devices for roof-mounted systems shall not extend beyond the exterior perimeter of the building on which the system is mounted or built; and
 - (f) Roof-mounted Solar Collectors shall be located so as not to impede the ability of emergency personnel to access the roof for fire-fighting purposes.~~
- C. Solar panels shall be placed such that concentrated solar radiation or glare shall not be directed onto other properties or roadways.
- C. Minimum Design Standards: Notwithstanding any other provision applicable to Small Scale Accessory Use Solar Energy Facilities, any system designed and installed to produce and sell energy to a third party user and/or distributor of electricity, must first obtain Conditional Use Permit review and approval from the Planning Board and Board of County Commissioners, pursuant to Article IX of the Zoning Ordinance. Otherwise, compliance with applicable design standards for all Small Scale Accessory Use Solar Energy Facilities which generate energy in excess of the amount needed to meet on-site consumption shall be documented and shown on the Site Plan and submitted with the Zoning Permit Application for review by the Planning & Zoning Administrator, as follows:
- (1) Glare: Solar Panels and related equipment shall be placed such that concentrated solar radiation or glare shall not be directed onto adjacent or nearby properties or roadways.
 - (2) Screening: Solar Panels and related equipment proposed for placement in the front yard shall be screened from routine view from public rights-of-way, existing residential uses and adjacent properties zoned Residential Agriculture, Historic Agriculture or Highway Commercial Zoning Districts using the County's Buffers and Screening standards.
 - (3) **(3) In order to be classified as an accessory use, the area of the system shall not exceed the footprint of the principal structure.**
 - ~~(4) Notwithstanding other standards noted herein, all solar energy collectors, whether ground mounted or mounted on an existing structure, shall meet or exceed the minimum accessory structure zoning setbacks for the zoning districts in which located and shall be inspected by the Perquimans County Planning & Zoning Administrator.~~
 - ~~(5) Approved Solar Components: Solar energy system components must have a UL listing and must be designed with anti-reflective coating(s).~~

- (5) ~~(6)~~ Compliance with Building Code: All active solar energy facilities shall meet all requirements of the North Carolina State Building Code and shall be inspected by a Perquimans County Building Inspector.
 - (6) ~~(7)~~ Compliance with National Electric Code: All photovoltaic systems shall comply with the National Electrical Code, current edition, as amended.
- D. Application Requirements: Any Small Scale Solar Collector and/or related equipment proposed for the purpose of selling and/or returning electric energy to an electric distributor shall be required to demonstrate to the County that said equipment is installed to meet all local, state and federal requirements through the following application process:
- (1) Submit Site Plan prepared in accordance with current Site Plan Requirements of Section 509 and denoting the dimensions of the subject property, proposed solar panel location(s), including the arrangement and dimensions of solar panels and linear footage distance from the proposed site improvements to all property lines.
 - (2) The Site Plan ~~should~~ shall also show the location of any required buffers.
 - (3) Submit horizontal and vertical (elevation) to-scale drawings with dimensions.

Exhibit "D"

ARTICLE XXIV. DEFINITIONS AND WORD INTERPRETATIONS

In the construction of this Ordinance, the word interpretations and definitions contained in this Article shall be observed and applied, except when the context clearly indicates otherwise. In further amplification and for clarity of interpretation of the context, the following definitions of word usage should apply:

- (i) Words used in the present tense shall include the future; and words used in singular number shall include the plural number, and the plural the singular.
- (ii) The word "shall" is mandatory and not discretionary.
- (iii) The word "may" is permissive.
- (iv) The word "person" includes a firm, association, organization, partnership, corporation, trust, and company as well as an individual.
- (v) The word "lot" shall include the words "piece," "parcel," "tract," and "plot."
- (vi) The word "building" includes all structure of every kind, except fences and walls, regardless of similarity to buildings.
- (vii) The phrase "used for" shall include the phrases "arranged for," "designed for," "intended for," and "occupied for."

Small Scale Accessory Use Solar Collector/Energy System: A Solar Energy Panel or similar facility installed as an accessory use to an existing structure or facilities, with conditions and limitations as described elsewhere in this ordinance (see especially Article XI). **NOTE:** *This definition was approved on 2-6-12 and added to Article XXIV in alphabetical order with the other existing definitions.*

Newly proposed definitions for Accessory Use Solar:

Commercial solar energy production: A term used to describe a Solar Collector or an array of Solar Collectors which will produce energy in excess of that needed to meet the needs of the on-site customer. Such an arrangement requires compliance with minimum design standards which are not imposed upon a single-family residential customer whose production does not exceed onsite consumption after rounding up to the nearest solar collector needed to satisfy onsite consumption.

**-End of Ordinance document to be recorded-
Administrative Text Amendment No. TXT-12-03
Perquimans County Zoning Ordinance
Articles VIII, IX, XI & XXIV: Accessory Solar Rewrite**

NOTE 1: The attached Draft Ordinance denotes changes recommended by the Planning Board on 2-12-13 and 3-21-13, to include changes as summarized:

- 5) Require Conditional Use Permit for a request to place ground-mounted solar panel(s) in front of a single-family residence on lots containing less than 2 acres (2-12-13).
- 6) Establish design standards for staff-level review and remove the Conditional Use Permit process for the other scenarios (2-12-13).
- 7) Base approval of accessory-level commercial production on a 2-acre minimum yard size in residential districts or on the minimum setbacks for accessory structures in non-residential districts (2-12-13).
- 8) Add new Section 1107.C.(3) to provide that the area of the system shall not exceed the footprint of the principal structure (3-21-13).

NOTE 2: See 2-12-13 Minutes for details of changes made during the Planning Board meeting. Some "form over substance" reformatting and renumbering changes were made by Planning staff after the Planning Board's 2-12-13 meeting, and these are shown in double ~~strike through~~ and underline with yellow highlighted text. *Changes made to Section 1107.C.(3) on 3-21-13 shown in double ~~strike through~~ and underline with italics text.*

Ms. Godfrey explained that this proposed amendment is being recommended by the Planning Board on their approval at their March 21, 2013 meeting. For background purposes, the Board may recall that the current regulations enacted last year in February 2012 were approved with the directive to the Planning Board and staff to look into additional changes as follows:

- Whether to remove the Conditional Use Permit (CUP) process for requests to locate equipment in the front yard and/or the roof, either of which is in the routine view of the public or road right-of-way; and/or
- Whether to remove the CUP process for systems which will allow the purchase of electricity by the power company for commercial production beyond the on-site needs of the customer.

The Chair opened the public hearing for any comments or questions from the public. There being none, several Commissioners had the following questions:

- **Commissioner Hobbs** stated that the people with small Solar panels are using what they are producing. Ms. Godfrey said that it was pretty much true.
- **Commissioner Hobbs** brought to Ms. Godfrey's attention a typographical error on page 19. It states that "based on the \$0.11 per kilowatt hour it charges and the \$0.6 it pays for electricity." It should be \$.06. Ms. Godfrey agreed and will make that change.
- **Commissioner Peeler** had question on the charts that were included in the Text Amendment. He was asking about the Small Scale Solar in Front Yard and the possibility of more devices in the front yard. Ms. Godfrey said that was a good catch and that she will probably need to revise that to clarify it better.

There being no further comments or questions from the public or the Board, the Chair moved on to the next Public Hearing.

Recombination Request No. NZV-13-01 by Brian Damron

Chair Cole opened the second Public Hearing stating that the purpose of the public hearing was to receive public comments on the consideration of Brian Damron's request to add square footage to existing 0.60-acre lot resulting in 0.69-acre lot located at 362 Swing Gate Road (known as Tax Parcel No. 5-0041-0022). There were fifteen (15) people present. The Chair recognized Donna Godfrey, County Planner, who gave a brief explanation of Mr. Damron's request.

The Chair opened the public hearing for any comments or questions from the public or Board. There being none, the Chair closed the Public Hearings at 7:00 p.m.

AGENDA

The Agenda, as amended, was unanimously approved on motion made by Tammy Miller-White, seconded by Matthew Peeler.

CONSENT AGENDA

The following items were considered to be routine and were unanimously approved on motion made by Edward R. Muzzulin, seconded by Matthew Peeler.

- 1. **Approval of Minutes:** March 4, 2013 Regular Meeting

2. **Personnel Matter:**

Employee Name	Employee Job Title	Action Required	Grade/ Step	New Salary	Effective Date
Richard Copeland	Water Plant Supervisor	Certification	68/12	\$44,117	4/1/2013

3. **Budget Amendment:**

**BUDGET AMENDMENT NO. 12
GENERAL FUNDS**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-850-922	USDA Reserve - High School		67,540
10-690-725	Transfer to County Construction Fund	67,540	
50-000-720	Capital Outlay	67,540	
50-397-001	Transfer from General Fund	67,540	
EXPLANATION: Due to refinancing the School USDA Loan with BB&T, a USDA Reserve Payment did not have to be made this Fiscal Year - this Budget Amendment puts the budgeted reserve amount (\$67,540) to the Senior Center Project.			

4. **Resolutions:** The following Resolutions were approved by the Board:

**RESOLUTION IN APPRECIATION
OF THE LIFE AND SERVICE OF
ESTELLE MITCHELL FELTON**

WHEREAS, the citizens of Perquimans County are deeply saddened by the death of ESTELLE MITCHELL FELTON; and

WHEREAS, ESTELLE MITCHELL FELTON was active throughout her life in the governmental, civic and charitable affairs of Perquimans County; and

WHEREAS, ESTELLE MITCHELL FELTON served the County and Region well with over 25 years on the Board of Directors for Albemarle Electric Membership Cooperative, 20 years as a Community Service Aide for the Perquimans County School System, leadership roles in the NAACP, and as a political and civil rights activists; and

WHEREAS, her official positions do not begin to accurately describe the level and commitment of service to which ESTELLE MITCHELL FELTON dedicated her life, exuding love and compassion for all individuals and unselfishly and untiringly working to make her community a better place;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners for the County of Perquimans, the Board of Education for the Perquimans County Schools, the Council for the Town of Hertford and the Council for the Town of Winfall on behalf of the citizens of Perquimans County:

1. Hereby express our joy in having known ESTELLE MITCHELL FELTON and our pride in being able to honor her for all that she did and stood for; and

2. Hereby express our deepest sympathy to the members of the family of ESTELLE MITCHELL FELTON and gratitude to you for sharing so much of her life with and for the benefit of us all.

This the 8th day of March 2013

Janice McKenzie Cole, Chair
Board of Commissioners

Arlene Yates, Chair
Board of Education

Horace Reid, Mayor
Town of Hertford

Fred Yates, Mayor
Town of Winfall

**RESOLUTION
LITTER SWEEP SPRING 2013
IN PERQUIMANS COUNTY**

WHEREAS, the North Carolina Department of Transportation organizes an annual Spring statewide roadside cleanup to ensure clean and beautiful roads in North Carolina; and

WHEREAS, the Spring 2013 *“Litter Sweep”* roadside cleanup will take place April 13 – 21, 2013, and encourages local governments and communities, civic and professional groups, businesses, churches, schools, families and individual citizens to participate in the Department of Transportation cleanup by sponsoring and organizing local roadside cleanups; and

WHEREAS, Adopt-A-Highway volunteers, Department of Transportation employees, Department of Correction inmates and community service workers, local government agencies, community leaders, civic and community organizations, businesses, churches, schools, and environmentally concerned citizens conduct annual local cleanups during *“Litter Sweep”* and may receive certificates of appreciation for their participation; and

WHEREAS, the great natural beauty of our State and a clean environment are sources of great pride for all North Carolinians, attracting tourists and aiding in recruiting new industries; and

WHEREAS, the cleanup will increase awareness of the need for cleaner roadsides, emphasize the importance of not littering, and encourage recycling of solid wastes; and

WHEREAS, the 2013 LITTER SWEEP cleanup will celebrate the 25th Anniversary of the North Carolina Adopt-A-Highway program and its over 5,760 volunteer groups that donate their labor and time year round to keep our roadsides clean.

WHEREAS, the LITTER SWEEP cleanup will be a part of educating the children of this Great State regarding the importance of a clean environment to the quality of life in North Carolina;

NOW, THEREFORE, BE IT RESOLVED that the Perquimans County Board of Commissioners do hereby proclaim April 15 – 21, 2013, as *“SPRING LITTER SWEEP”* time in Perquimans County and encourage its citizens to take an active role in making our community cleaner and more beautiful.

ADOPTED the 1st day of April, 2013.

(SEAL)

Janice McKenzie Cole, Chair
Perquimans County Board of Commissioners

ATTESTED:

Mary P. Hunnicutt, Clerk to the Board
Perquimans County Board of Commissioners

KIP PEREGOY, GENERAL MANAGER, ALBEMARLE PLANTATION

Mr. Peregoy explained that, about two years ago, he updated the Board on Phase II Planned Unit Development of Albemarle Plantation. He explained that there has not been much development over the past two years but, if they had been following the news, there are some things going on at the Plantation especially last Tuesday. He then introduced Griff Garner, Manager of Albemarle Plantation Holdings LLC & Albemarle Plantation Holdings, II LLC. These two holdings own the unsold lots in Phase I of Albemarle Plantation and all the property that is to be developed in Phase II of Albemarle Plantation. They have been seeking additional capital, seeking a buyer, and seeking an investor in the

last year and one-half. Therefore, there is no physical development of Phase II. Just today, in fact, they have reached a verbal agreement with a prospective buyer. They have received a written contract about 20 minutes ago. By tomorrow morning, they should be able to enter into an agreement with the buyer for the membership interests of Albemarle Plantation Holdings, LLC and of Albemarle Plantation Holdings, II LLC. This proposal gives Albemarle Plantation Holdings and Albemarle Plantation Holdings II the capital to redeem the property that was subject to the Foreclosure Sale that took place on Tuesday, March 26th, and to redeem that property within the guidelines of the Foreclosure Statutes. The Agreement will also provide the funds to pay off the past-due property taxes owed to Perquimans County for 2012. He said that, you will notice that he said that the Agreement would allow the buyer to purchase the membership interests of Albemarle Plantation Holdings, LLC and of Albemarle Plantation Holdings, II LLC. This will allow the rights that are currently afforded to Albemarle Plantation Holdings, LLC and Albemarle Plantation Holdings, II LLC to remain as is so that they can proceed with the current development of these properties. This buyer represents capital that can develop Phase II and feels that the Board would agree that, in the long run, would benefit Perquimans County. Mr. Garner then introduced Woody Perry who had appeared before the Board many times in the past. Mr. Perry has been working with their group to obtain the capital and buyer for this property. Mr. Perry gave further general information about the proposed buyer and asked the Board to consider extending the Conditional Use Permit for another year. After Mr. Perry's comments, Mr. Garner came back to answer any questions. The following Commissioners asked questions:

- **Commissioner Peeler** asked what "redeem" the property means. Mr. Garner explained that the property was sold at a Foreclosure Auction. The bids have been posted today. The Statute allows the debtor to pay the debt off and redeem the property during a 10-day upset period. The buyer has agreed to close the sale by April 10th and allow Albemarle Plantation Holdings, LLC and Albemarle Plantation Holdings, II LLC to redeem the property prior to the end of the upset period.
- **Commissioner Miller-White** asked what was the amount of the back taxes. County Manager Heath said that it was approximately \$72,000. She further asked why they were here tonight.
- **Commissioner Muzzulin** asked if they have a time-line for this process. Mr. Garner said that they are closing on April 10th. Mr. Muzzulin asked if they had a plan for after that date. Mr. Garner said that they would begin the work as soon as possible after the closing date. Mr. Garner said that if the permit is extended one year, they will need to bring an update next year and some movement will need to be seen before another extension is given.
- **Commissioner Miller-White** asked that, if the Board votes to allow them to move forward, can we include in our motion that the back taxes be paid prior to extension approval. County Manager Heath said that the taxes will have to be paid prior to recording the deed.
- **Commissioner Peeler** asked when the permit expires. It is up to the Board to decide. He referred to Section 309 of the Zoning Ordinance which would kick in if it has been beyond 5 years. Mr. Garner said that, it was his understanding, that a State Law had been enacted that put a deferment on all permit for an additional three years due to the bad economic situation. County Attorney High said that usually it just stops any time period when legislation like this is adopted. He said that he would have to look into it further.
- **Commissioner Hobbs** asked if some engineering has been done on this project. Mr. Garner said that it had.
- **Commissioner Tammy Miller-White** asked what will happen if the transaction does not go through. Mr. Garner said that the property would not be redeemed and it would go back to the bidding process.

There being no further discussion, Edward R. Muzzulin made a motion to extend the permit for another year. The motion was seconded by Tammy Miller-White. County Manager Heath asked about the payment of 2012 back taxes. Mr. Muzzulin agreed to amend the motion to add that the 2012 back taxes will need to be paid prior to final approval. Ms. Miller-White seconded the amended motion. The motion was unanimously approved by the Board.

JARVIS WINSLOW, EMERGENCY MANAGEMENT COORDINATOR

Mr. Winslow came before the Board to present the following two items:

- **Hazardous Materials Emergency Planning Grant Agreement**: Mr. Winslow had applied for a \$10,000 Federal Grant which will be used to develop emergency plans under the Emergency Planning Community Right-To-Know Act. He presented the following Agreement:

HAZARDOUS MATERIALS EMERGENCY PLANNING GRANT AGREEMENT'

THIS HAZARDOUS MATERIALS EMERGENCY PLANNING GRANT AGREEMENT (the Agreement) is entered into by and between the State of North Carolina, Department of Public Safety, Division of Emergency Management, North Carolina Emergency Response Commission (hereinafter referred to as the AGENCY/GRANTEE), and the County of Perquimans hereinafter referred to as the "RECIPIENT/SUBGRANTEE").

WHEREAS, the Hazardous Materials Transportation Act, 42 U.S.C. §5101 *et. seq.* authorizes the Secretary of the U.S. Department of Transportation (USDOT) to make hazardous materials emergency planning grants to states and Indian tribes if the state agrees to make available at least 75% of the amount of the grant in the fiscal year to local emergency planning committees to develop emergency plans under the Emergency Planning Community Right-To-Know Act (EPCRA), 42 U.S.C. §11001 *et. seq.*; and

WHEREAS, the USDOT has made available federal funds for hazardous materials emergency planning grants; and

WHEREAS, the RECIPIENT/SUBGRANTEE represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does agree to perform as described herein; and

NOW, THEREFORE, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE do mutually agree as follows:

- (1) **SCOPE OF WORK** The RECIPIENT/SUB GRANTEE shall fully perform the approved hazardous materials emergency planning project, as described in Attachment A to this Agreement, in accordance with the approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. RECIPIENT/SUBGRANTEE shall not deviate from the approved project and the terms and conditions of this Agreement without prior approval of the AGENCY/GRANTEE.
- (2) **FUNDING** The AGENCY/GRANTEE shall provide Hazardous Materials Emergency Planning Grant Funds for costs incurred in performing the project identified in Attachment A as follows: **\$10,000.00**. Allowable costs shall be determined in accordance with the Hazardous Materials Transportation Act, 42 U.S.C. 5101 *et. seq.*, 49 C.F.R. Part 110, 49 C.F.R. Part 18, OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments" and other applicable Hazardous Materials Emergency Planning Grant Program guidance.
- (3) **INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES** Both the RECIPIENT/ SUBGRANTEE and the AGENCY/GRANTEE shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to, those identified in Attachments B, C & D.
- (4) **PERIOD OF AGREEMENT** This Agreement becomes effective upon execution of the signatures of all parties of the agreement. The date of execution shall be the date of the last signature. The termination date is **September 30, 2013**, unless terminated earlier in accordance with the provisions of paragraphs (6), (8), (10), (11), (13) or (17).
- (5) **MODIFICATION OF CONTRACT** Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced in writing, duly signed by each of the parties hereto, and attached in the original of this Agreement.
- (6) **RECORD KEEPING, PROCUREMENT AND PROPERTY MANAGEMENT** RECIPIENT/SUBGRANTEE's performance under this Agreement shall be subject to 49 C.F.R. Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and/or OMB Circular No. A-87, "Cost Principles for State and Local Governments," and/or OMB Circular No. A-102 "Grants and Cooperative Agreements with State and Local Governments". Pursuant to 49 C.F.R. §18.42, the RECIPIENT/SUBGRANTEE, its employees or agents, including all subcontractors or consultants to be paid from funds

provided under this Agreement, shall allow access to its records to the AGENCY/GRANTEE, awarding agency (USDOT) and the Comptroller General of the United States or any authorized representatives, employees, and agents thereof.

- (7) **REPORTS** The RECIPIENT/SUBGRANTEE shall provide reports or information to the AGENCY/GRANTEE. Report(s), as described in Attachment A to this Agreement, which are due ninety (90) days from completion of the plan, exercise, or study. Reports shall include the current LEPC membership roster, a copy of the most recent LEPC meeting minutes and agenda and LEPC by-laws. The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/ SUBGRANTEE shall, as soon as possible, provide any additional reports requested by the AGENCY/GRANTEE. The AGENCY/GRANTEE contact will be the Division of Emergency Management EPCRA Program Coordinator for all reports. If all required reports and copies are not sent to the AGENCY/GRANTEE or are not completed in a manner acceptable to the AGENCY/GRANTEE, the AGENCY/GRANTEE may withhold payment until they are completed or may take such other action as set forth in paragraph (10). The AGENCY/GRANTEE may terminate the Agreement with a RECIPIENT/SUB GRANTEE if reports are not received within thirty (30) days after written notice by the AGENCY/GRANTEE. "Acceptable to the AGENCY/GRANTEE" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work, Attachment A. Upon request by the AGENCY/GRANTEE, the RECIPIENT/ SUBGRANTEE shall provide such additional updates or information as may be required by the AGENCY/GRANTEE.
- (8) **MONITORING** The RECIPIENT/SUBGRANTEE shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function, or activity set forth in Attachment A to this Agreement and incorporated by reference herein,
- (9) **LIABILITY** (a) Except as otherwise provided in subparagraph (b) below, the RECIPIENT/SUBGRANTEE shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the AGENCY/GRANTEE harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, RECIPIENT/SUBGRANTEE agrees that it is not an employee or agent of the AGENCY/GRANTEE, but is an independent contractor. (b) Any RECIPIENT/ SUBGRANTEE who is a state agency or subdivision, agrees to be fully responsible for its own negligent acts or omissions or tortuous acts. Nothing herein is intended to serve as a waiver of sovereign immunity by any RECIPIENT/SUBGRANTEE to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.
- (10) **TERMINATION** If, through any cause, the RECIPIENT/SUBGRANTEE shall fail to fulfill in a timely and proper manner the obligations under this Agreement, the AGENCY/GRANTEE shall thereupon have the right to terminate this Agreement by giving written notice to the RECIPIENT/SUBGRANTEE of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of termination.
- (11) **NOTICE AND CONTACT** All notices provided under or pursuant to this Agreement shall be in writing, first class, certified mail, return receipt requested, to the representative identified below and said notification attached to the original of this Agreement, (a) The name and address of the AGENCY/GRANTEE project manager and project coordinator for this Agreement
Michael Sprayberry, Director, Project Manager
Elaine Wathen, Support Services Manager, Project Coordinator
NC Department of Public Safety
Division of Emergency Management
1636 Gold Star Drive
Raleigh, N.C. 27607
- (b) The name and address of the Representative of the RECIPIENT/ SUBGRANTEE responsible for the administration of this Agreement is:
- Mailing Address:**
Name: Jim Bielski
Title: Chowan/Perquimans County Emergency Management
County of: Chowan/Perquimans
Address: 103 Chatooga Court West
City: Hertford, NC 27944
- (c) In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided (11) above.
- (12) **OTHER PROVISIONS** The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the RECIPIENT/SUBGRANTEE, in the Application, in any subsequent submission or response to the AGENCY/GRANTEE request, or any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the AGENCY/GRANTEE and with thirty (30) days written notice to the RECIPIENT/SUB GRANTEE, cause the termination of this Agreement and the release of the AGENCY/GRANTEE from all its obligations to the RECIPIENT/SUB GRANTEE. This Agreement shall be construed under the laws of the State of North Carolina and the venue for any actions arising out of this Agreement shall be filed in State Court in Wake County, North Carolina. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- (13) **AUDIT REQUIREMENTS** Pursuant to 49 C.F.R. §18.26, RECIPIENT/SUBGRANTEE is responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. §7501 et.seq, 49 C.F.R. Part 18, OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," and applicable North Carolina laws, rules and regulations. The RECIPIENT/ SUBGRANTEE agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement and in accordance with 49 C.F.R. §18.20. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the RECIPIENT/SUBGRANTEE shall be held liable for reimbursement to the AGENCY/GRANTEE of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the AGENCY/GRANTEE has notified the RECIPIENT/ SUBGRANTEE of such non-compliance. Pursuant to 49 C.F.R. §18.42, the RECIPIENT/SUBGRANTEE shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of three years from the starting date specified in 49 C.F.R. §18.42(c). However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be maintained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.
- (14) **SUBCONTRACTS** If the RECIPIENT/SUBGRANTEE subcontracts any or all of the work required under this Agreement, the RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the AGENCY/GRANTEE. If the RECIPIENT/SUBGRANTEE subcontracts any or all of the work required under this Agreement, the RECIPIENT/SUBGRANTEE shall conduct procurement or subcontracting in accordance with 49 C.F.R. §18.36 "Procurement". The RECIPIENT/ SUBGRANTEE agrees to include in the subcontract that the subcontractor shall hold the AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. If the RECIPIENT/ SUBGRANTEE subcontracts, a copy of the executed subcontract must be forwarded to the AGENCY/GRANTEE within ten (10) days of execution of said subcontract. Contractual arrangement shall in no way relieve the RECIPIENT/ SUBGRANTEE of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.
- (15) **CHANGES, REAL PROPERTY, EQUIPMENT, SUPPLIES AND COPYRIGHTS** If applicable, changes, real property, equipment, supplies and copyrights will be administered in accordance with 49 C.F.R. Part 18. (See 49 C.F.R. §§18.30-18.34).
- (16) **TERMS AND CONDITIONS** This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represents the entire Agreement between the parties and supersedes all prior oral and written statements or agreements.
- (17) **STANDARD CONDITIONS** The RECIPIENT/SUBGRANTEE agrees to be bound by the following standard conditions: (a) If otherwise allowed under this Agreement, extension of an agreement for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement. There shall be only one extension of the agreement unless the failure to meet the criteria set forth in the agreement for completion of the agreement is due to events beyond the control of the RECIPIENT/ SUBGRANTEE. (b) The AGENCY/GRANTEE reserves the right to unilaterally cancel this Agreement for refusal by the RECIPIENT/SUBGRANTEE to allow public access to all documents, papers, letters or other material subject to the provisions of the N.C. General Statutes or applicable federal regulations and made or received by the Contractor/RECIPIENT/ SUBGRANTEE in conjunction with the Agreement.

(18) **ATTACHMENTS** (a) All attachments to this Agreement are incorporated as if set out fully herein. (b) In the event of any inconsistency or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency. (c) This Agreement has the following attachments:

- 1. Attachment A Budget and Scope of Work
- 2. Attachment B Lobbying Prohibition/Certification
- 3. Attachment C Special Conditions
- 4. Attachment D Assurance of Compliance with Title VI of the Civil Rights Act of 1964 by the Sub-grantee
- 5. Attachment E Assurance of Compliance with Title VI of the Civil Rights Act of 1964 by the Contractor
- 6. Attachment F Assurance of Compliance with Title VI of the Civil Rights of 1964 for inclusion in deeds, licenses, permits, etc.
- 7. Attachment G Assurance of Compliance with Privacy Act
- 8. Attachment H Certification regarding Drug-Free Workplace Requirements
- 9. Attachment I Certification regarding Debarment, Suspension, and other responsibility matters

(19) **FUNDING/CONSIDERATION** (a) Pursuant to 49 C.F.R. §18.21, the RECIPIENT/SUBGRANTEE shall be paid upon completion of the project and upon the satisfactory performance of work hereunder in an amount as determined in the approved Project Budget, attached as Attachment A, subject to the availability of funds. (b) An invoice detailing the project expenditures shall be submitted to the individual identified in Attachment C prior to **September 15, 2013**.

(20) **STATE LOBBYING PROHIBITION** No funds or other resources received from the AGENCY/ GRANTEE in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department. Refer to Attachment B for additional terms and provisions relating to lobbying.

(21) **LEGAL AUTHORIZATION** The RECIPIENT/SUBGRANTEE certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The RECIPIENT/SUBGRANTEE also certifies that the undersigned possesses the authority to legally execute and bind RECIPIENT/ SUB GRANTEE to the terms of this Agreement.

(22) **ASSURANCES** By execution of this agreement, the RECIPIENT/SUBGRANTEE agrees to comply with Attachments A through I. The RECIPIENT/SUBGRANTEE hereby assures and certifies that: (a) It possesses legal authority to enter into this agreement, and to execute the proposed program. (b) If required, its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the HMEP application, including all understandings and assurances contained therein, and directing and authorizing the RECIPIENT/SUBGRANTEE's chief executive officer to act in connection with the application and to provide such additional information as may be required. (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member, officer, or employee of the RECIPIENT/SUBGRANTEE, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract or program assisted under this agreement. **The RECIPIENT/SUBGRANTEE shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes stated above.**

(23) **SPECIAL CONDITIONS** (a) The RECIPIENT/SUB GRANTEE shall comply with the special conditions set forth in Attachment C, attached hereto and incorporated by this reference. (b) Failure of the RECIPIENT/SUBGRANTEE to comply with the special conditions listed in Attachment C or the program statutes and regulations in Paragraph 24 of this Agreement shall be cause for the immediate suspension of payments or the immediate termination of this Agreement. (c) RECIPIENT/SUB GRANTEE shall do or complete the following: 1) Conduct a meeting of the Local Emergency Planning Committee (LEPC) at least once per year, elect LEPC chairperson and establish LEPC subcommittees; 2) Provide a statement indicating review of LEPC bylaws.

(24) **PROGRAM STATUTES AND REGULATIONS** This Agreement, the North Carolina Legislature and the Hazardous Materials Emergency Planning Grant Program (HMEP) are governed by the following statutes and regulations: (1) The Hazardous Materials Transportation Act, as amended, 42 U.S.C. §5101 *et. seq.*; (2) 49 C.F.R. parts 18 and 110, and any other applicable policy memoranda and guidance documents; (3) Emergency Planning Community Right-To-Know Act (EPCRA), 42 U.S.C. §11001 *et. seq.*; (4) OMB Circulars A-87 and A-110; (5) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 *et. seq.*; (6) Where applicable, it will comply with Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 *et seq.*, Federal Fair Labor Standards Act, 29 U.S.C. Section 201 *et seq.*, Davis-Bacon Act, 40 U.S.C. §276a to 276a-7, Sections 306 and 508 of the Clean Air Act, 42 U.S.C. §1857(h) and §1368, Executive Order 11738, the Americans With Disabilities Act , 42 U.S.C. §12001 *et. seq.*, the Anti-kickback (Copeland) Act of 1934, 18 U.S.C. Section 874 and 40 U.S.C. Section 276a, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities, the Hatch Act, which limits the political activity of employees, the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 as amended Pub. L. 93-234, 87 Section 975, approved December 31,1973. Section 103(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance, applicable N.C. General Statutes when negotiating contracts for services and the Energy Policy and Conservation Act (P.L. 94-163).

IN WITNESS WHEREOF, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE have each executed this Agreement, this the 3rd day of April, 2012.

**CONTRACTING AGENCY
DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY & NORTH
CAROLINA EMERGENCY RESPONSE COMMISSION**

BY: _____
**WILLIAM M. POLK, SPECIAL COUNSEL
DEPARTMENT OF PUBLIC SAFETY**
DATE _____

BY: _____
NAME, TITLE:
County of Chowan/Perquimans

RECIPIENT/SUBGRANTEE
FEDERAL EMPLOYER I.D.

DATE _____

BY: _____
**MICHAEL SPRAYBERRY, DIRECTOR
DIVISION OF EMERGENCY MANAGEMENT
& VICE-CHAIR, NORTH CAROLINA EMERGENCY
RESPONSE COMMISSION**
DATE _____

APPROVED AS TO PROCEDURES:

BY: _____
**MARVIN MERVIN, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY**
DATE _____

BY: _____
COMMISSIONER, FRANK PERRY
DEPARTMENT OF PUBLIC SAFETY

DATE _____

APPROVED AS TO FORM AND SUBJECT TO EXECUTION BY FRANK PERRY
COMMISSIONER OF THE DEPARTMENT OF PUBLIC SAFETY

ATTACHMENT A

Budget and Scope of Work

RECIPIENT/SUBGRANTEE shall implement the Hazardous Materials Emergency Planning Grant project summarized below and as described in the approved project application. That Application is hereby incorporated by reference into this Agreement. The AGENCY/GRANTEE shall pay eligible costs according to the following expenditures:

I. Funding Summary

A. <u>Project Costs:</u>	
Federal Share:	\$10,000.00
TOTAL:	\$10,000.00

II. Scope of Work Summary

To continue the implementation of the Emergency Planning Community Right-To-Know Act, 42 U.S.C. §11001 *et. seq.* and Hazardous Materials Incident Preparedness.

To conduct a tabletop exercise to enhance the Chowan and Perquimans County response capabilities and determine any areas for improvement. The exercise will test the counties' response to a HazMat incident and will allow participants the ability to evaluate current response concepts, plans, and capabilities in the event of a hazardous materials transportation/terrorist incident within the LEPC jurisdiction. The exercise will also test the Incident Command System as well as various agencies' response to the event and their ability to coordinate.

III. Reports to be Provided at the Conclusion of Work (no paper copies needed)

1. *One (1) electronic copy of after action report (AAR) following the exercise.*
2. *One (1) electronic copy of any plans that are added or updated*
3. *Additional electronic documentation from tabletop exercise that lists/includes*
 - *Agencies involved*
 - *Number of participants*
 - *Several photographs from exercise*
 - *Any other documentation that would be pertinent*
4. *Any invoices detailing the expenses associated with the project (If applicable, a full breakdown of per diem specifics will need to be provided (e.g. Rosters showing number of people [X] applicable per diem amount). USDOT-PHMSA is slow / hesitant to reimburse per diem expenses based upon food receipts alone. Proper documentation is vital*

ATTACHMENT B

LOBBYING PROHIBITION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a member of the N.C. Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENT/SUBGRANTEES shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

COUNTY OF _____
RECIPIENT/SUGBRANTEE

BY: _____
NAME, TITLE

ATTACHMENT C

Special Conditions

This agreement shall be executed by the RECIPIENT/SUB GRANTEE, and returned to the AGENCY/GRANTEE at the following address:

**EPCRA Coordinator
NC Department of Public Safety
NC Emergency Response Commission
1636 Gold Star Drive
Raleigh, NC 27607
Ref: HMEP**

This agreement will be executed within thirty (30) days after receipt. All time periods in this Agreement refer to calendar days. After receipt by the AGENCY/GRANTEE of the signed Agreement, the AGENCY/GRANTEE will execute this Agreement and return an original to the RECIPIENT/ SUBGRANTEE.

Name: _____
Title: _____
Address: _____
County of: _____
City: _____, NC _____

ATTACHMENT D

**ASSURANCE OF COMPLIANCE
WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
DEPARTMENT OF TRANSPORTATION**

The County of Chowan/Perquimans (hereinafter referred to as the "Recipient") **HEREBY AGREES THAT** as a condition to receiving any federal financial assistance **from the Department of Transportation** it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other

pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, and **HEREBY GIVES ASSURANCE THAT** it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the project:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.
3. That the Recipient shall insert the clauses of Appendix B of this agreement in every contract subject to the Act and the Regulations.
4. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.
5. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, sub grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
6. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation and is binding on it, other recipients, sub grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Department of Transportation Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

DATE _____

 (County)

 (Signature of Authorized Official)

 (Print name and Title of Authorized Official)

ATTACHMENT E
ASSURANCE OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County of Chowan/Perquimans or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the County of **Chowan/Perquimans** or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the County of **Chowan/Perquimans** shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as the County of Chowan/Perquimans or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provides, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the contractor may request the County of **Chowan/Perquimans** to enter into such litigation to protect the interests of the County of **Chowan/Perquimans** and, in addition the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DATE _____

 (County)

 (Signature of Authorized Official)

 (Print Name and Title of Authorized Official)

ATTACHMENT F
ASSURANCE OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
DEPARTMENT OF TRANSPORTATION

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by County of **Chowan/Perquimans** executed in expending these grant funds.

The [grantee, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the [grantee, licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of the above nondiscrimination covenants, County of **Chowan/Perquimans** shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, County of **Chowan/Perquimans** shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of County of **Chowan/Perquimans** and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by County of **Chowan/Perquimans**.

The [grantee, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [grantee, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, County of **Chowan/Perquimans** shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, County of **Chowan/Perquimans** shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of County of **Chowan/Perquimans** and its assigns.

- Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

DATE _____

_____ (County)

_____ (Signature of Authorized Official)

_____ (Print Name and Title of Authorized Official)

ATTACHMENT G
ASSURANCE OF COMPLIANCE WITH
PRIVACY ACT

22.4 The Sub Recipient agrees:

22.4.1 To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system of records on individuals to be operated by the Grantee, its third-party contractors, subcontractors, sub grantees, or their employees to accomplish a DOT function;

22.4.2 To notify DOT when the Grantee or any of its third-party contractors, subcontractors, sub grantees, sub recipients, or their employees anticipate operating a system of records on behalf of DOT in order to implement the program, if such system contains information about individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.

22.4.3 To include in every solicitation and in every third-party contract, sub grant, and when the performance of work under that proposed third-party contract, sub grant, or sub agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DOT function, a Privacy Act notification informing the third-party contractor, or sub grantee, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DOT function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DOT regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

22.4.4 To include the text of Subsections 22.4.1 through 22.4.4 in all third-party contracts, and sub grants under which work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of DOT.

DATE _____

_____ (County)

_____ (Signature of Authorized Official)

_____ (Print Name and Title of Authorized Official)

ATTACHMENT H
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
(SUB RECIPIENTS OTHER THAN INDIVIDUALS)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Subpart F. The regulations, published in the January 31, 1989 *Federal Register*, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment, (*See 44 CFR Part 13, Subpart C 13.300 and Subpart D 13.400*).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (g).

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code):

County Name _____

Printed Name and Title _____

Signature _____ Date _____

ATTACHMENT I

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; or violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a 3-year period preceding this application or proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Name and Title of Authorized Representative

Signature of Authorized Representative

Date

Or alternatively, state:

I am unable to certify to the above statement. My explanation is attached.

On motion made by Tammy Miller-White, seconded by Matthew Peeler, the Board unanimously approved the above Hazardous Materials Emergency Planning Grant Agreement.

➤ **Memorandum of Agreement Between Vidant Chowan Hospital & Perquimans County Emergency Management Agency:** Mr. Winslow explained that, after Hurricane Irene, the Emergency Management Staff and other agencies began discussing the need for assistance with individuals with special needs. They talked with Vidant Chowan Hospital and they have agreed to assist us during an emergency evacuation situation. He presented the following Memorandum of Agreement Between Vidant Chowan Hospital & Perquimans County Emergency Management Agency for Board action. He also explained that County Attorney High has reviewed and approved the following document:

**MEMORANDUM OF AGREEMENT
BETWEEN
VIDANT CHOWAN HOSPITAL
AND
PERQUIMANS COUNTY EMERGENCY MANAGEMENT AGENCY**

I. SUBJECT

When a major disaster, such as a hurricane, threatens the population of Perquimans County, certain medically dependent individuals may need to be evacuated from the affected area to special needs shelters where professional care can continue to be provided. Typically, local government officials will recommend the evacuation of special needs (SN) people in advance of calling for mandatory evacuation of the general population. Designated local and regional SN shelters are needed to meet the needs of this "vulnerable" population.

The state has formally adopted a common term and definition to build continuity across the state. This special needs population will be referred to as "Functionally and Medically Fragile Populations (FMFP) and shelters for FMFP shall be referred to as Functional and Medical Support Shelters (FMSS). FMFP are medically dependent individuals who have physical or mental conditions that limit their ability to function on their own and who cannot provide for or arrange their own transportation or sheltering outside a risk area. Generally, FMFP reside in nursing homes or in other residential healthcare facilities, or are Home Health Patients who require home treatment or care.

II. PURPOSE

The purpose of this Memorandum of Agreement is to define the relationship between Perquimans County Emergency Management Agency, hereafter referred to "PCEMA" and Chowan Hospital, hereafter referred to as "Hospital" for the purpose of providing temporary care for FMFP when assessed by predetermined criteria that would be best served by receiving care in a licensed facility during a period of time due to a disaster situation occurring in Perquimans County.

III. SCOPE

To provide a framework for PCEMA for placement of the FMFP in a licensed healthcare facility in the event of catastrophic event resulting in the need for evacuation or movement of the FMFP by utilizing the hospital as a FMSS.

To provide a mechanism for the receiving of the FMFP at the FMSS (located at the hospital) and to ensure the effective utilization of the hospital as a resource; by housing FMFP patients in the event of a disaster.

*** This 1110.4 does not apply to the FMFP that are admitted to the hospital by a physician. ***

IV. AUTHORITY

The authority for PCEMA to enter into this agreement is granted by *North Carolina General Statute; Chapter 166 A-10 authorizes each political subdivision to develop mutual aid agreements, consistent with State emergency management programs and plans, for reciprocal emergency management aid and assistance,*

The authority for Chowan Hospital to enter into this agreement is granted by the hospital President and the hospital board of commissioners, consistent with Joint Commission standards and Emergency Preparedness practices.

V. DUTIES AND RESPONSIBILITIES:

In the event of a disaster that requires the evacuation or movement of the FMFP (individuals who have a medical condition requiring continued specialized care which cannot be adequately provided at a general population shelter) as defined in Appendix I - Tab A - Category B, the Hospital, upon request from PCEMA:

- agrees to provide patient care beds; as available per patient census, for the acceptance of the FMFP as defined in Appendix I — Tab A- Category B.
- will not "admit" FMFP to the facility.

- will need only obtain basic information about the patient such as name, contact information, special medical requirements, etc. refer to Appendix I — Tab B
- will provide medical resources to support patient care of the FMFP in *the event the patient's resources have been exhausted*.

In the event of a disaster requiring the evacuation or movement of the segment of FMFP needing the specialized care provided as defined in Appendix I — Tab A — Category B, PCEMA will request of the hospital the opening of an FMSS. PC:EMA will provide the hospital with all pertinent patient information contained on the Patient Emergency Plan I.D. Card via fax, email or personal delivery.

Caregivers are required to accompany and remain with the FMFP for the duration of their stay at the hospital and are responsible for providing patient care, specialized equipment and the administration of the FMFP's medication throughout their stay at the hospital. Caregivers will also be responsible for the maintenance and security of medical records.

Caregivers are required to bring to the hospital the following:

- Durable Medical Equipment
 - Wheelchair
 - Walker
 - IV Pump
 - Ventilator
 - Nebulizer
 - Home Dialysis machine
 - Patient Lift
 - Portable Suction
 - Other needed equipment
- Food/Supplies
 - Medications
 - Special Dietary Food
 - Extra Clothing
 - Personal Hygiene Items
 - Other needed supplies

* This list is not all inclusive. All FMFP should bring any equipment/supplies that are specific to their Patients' needs.

V. FINANCIALS

- The requesting patient care agency is solely responsible for providing medical staff, equipment and supplies required to provide patient care for the FMFP while housed in the hospital.
- All costs incurred by the use of hospital staff, equipment and supplies will be the responsibility of the requesting agency and/or the local Emergency Management agency.
- In the event of a federally declared disaster, the requesting agency or the local Emergency Management agency will be responsible for all cost incurred by the use of hospital resources even though federal funding may be available to the hospital.
- It is the responsibility of the requesting agency and or the requesting Emergency Management agency to apply for federal disaster relief funding through FEMA.
- PCEMA will submit a FMFP census report to the hospital; on an annual basis, no later than June 15th for the purpose of hospital disaster planning.

VI. NOTIFICATION — AUTHORIZATION:

Private and public health care and assisted living agencies as well as Regional Government agencies will notify the PCEMA for the need or the potential need to transport and house the FMFP. The Emergency Management Coordinator or designee shall, in consultation with the hospital Incident Commander make the determination as to the status of the population involved. Only those individuals that meet the criteria in Appendix I, Category B will be transported to and permitted to stay in the hospital throughout the duration of the event.

Upon request by PCEMA, the hospital will provide bed availability status reports periodically during an event and inform the PCEMA if any additional requests for housing of FMFP have been received from government, private or public organizations. All requests for sheltering of FMFP population received by the hospital, with the exception of the general public, should be referred to the PCEMA for determination and disposition.

VII. EXTENSION OF SERVICES

In the event a medical condition of an FMFP patient; housed in the hospital deteriorates, the patient's caretaker will make every effort to contact the patient's primary care physician. In the event the patient's primary care physician is unavailable, the patient's caretaker shall contact the hospital Incident Command Center and request assistance in providing patient care utilizing hospital staff, E.D. Physicians and hospitalist. The treatment of patients by hospital staff does not constitute admittance to the hospital Reimbursement for services rendered by hospital staff and physicians will be the responsibility of the patient or the requesting agency.

VIII. MISCELLANEOUS PROVISIONS

The MOA shall become effective upon signature of a county and a hospital representative and shall be effective for a term of 5 years. The MOA may be terminated by either party with a 30 day written notice to the other party.

Signature Perquimans County Representative

Date

Signature Chowan County Representative

Date

In the event a medical condition of an FMFP patient; housed in the hospital deteriorates, the patient's caretaker will make every effort to contact the patient's primary care physician. In the event the patient's primary care physician is unavailable, the patient's caretaker shall contact the hospital Incident Command Center and request assistance in providing patient care utilizing hospital staff, E.D. Physicians and hospitalist. The treatment of patients by hospital staff does not constitute admittance to the hospital Reimbursement for services rendered by hospital staff and physicians will be the responsibility of the patient or the requesting agency.

Appendix I Tab A		
EMERGENCY EVACUATION DESTINATION CATEGORIES for MEDICALLY FRAGILE PATIENTS		
The following categories are to be used as guidelines <u>only</u> and not meant to be all inclusive, and shall be used as an aid in the decision making process for the placement of the FMFP.		
CATEGORY OF CARE	SHELTER TYPE	TRANSPORT TYPE
<p>CATEGORY A - Hospital Admit (HA) Description: Patients with special needs who are acutely ill, and need to be admitted to a hospital as a patient during an emergency evacuation of the area. Examples:</p> <ul style="list-style-type: none"> ➤ Bedridden, totally dependent, difficulty swallowing ➤ Requires dialysis ➤ Ventilator-dependent ➤ Requires electrical equipment to sustain life ➤ Critical medications requiring daily ➤ Requires continuous IV therapy ➤ Terminally ill 	Hospital	Advanced Life Support

<p>CATEGORY B - Functionally and Medically Fragile Populations(FMFP) Description: Patients have no acute medical conditions but require medical monitoring, treatment or personal care beyond what is available in public shelters. (Patients may have conditions that will probably deteriorate during an evacuation.) Examples:</p> <ul style="list-style-type: none"> ➤ Bedridden, stable, able to swallow ➤ Wheelchair-bound requiring complete assistance ➤ Insulin-dependent diabetic unable to monitor own blood sugar or to self-inject ➤ Requires assistance with tube feedings ➤ Draining wounds requiring frequent sterile dressing changes ➤ Oxygen dependent; requires respiratory therapy or assistance with O2 ➤ Incontinent; requires regular catheterization or bowel care 	<p>Special Medical Needs Shelter</p>	<p>Basic Life Support</p> <p>CarNan/Bus</p>
<p>CATEGORY C - American Red Cross/Public Shelter. Description: Patients are able to meet own needs or has reliable caretakers to assist with personal and/or medical care. Examples:</p> <ul style="list-style-type: none"> ➤ Independent; self-ambulating or with walker ➤ Wheelchair dependent; has own caretaker if needed ➤ Medically stable requiring minimal monitoring (i.e., blood pressure monitoring) ➤ O2 dependent; has own supplies ➤ Medical conditions controlled by self-administered medications ➤ Is able to manage for 72 hours without treatment or replacement of medications/supplies/special equipment 	<p>ARC/ Public Shelter</p>	<p>CarNan/Bus</p>
<p>Category A – Hospital Admit Total #</p>		
<p>Category B - Functionally and Medically Fragile Populations #</p>		
<p>Category C - American Red Cross/Public Shelter #</p>		

**Appendix I
TAB B**

**PERQUIMANS COUNTY EMERGENCY MANAGEMENT
PATIENT EMERGENCY PLAN IDENTIFICATION CARD**

Patient Condition: Category A - Hospital Admit _____
 Category B - Functionally & Medically Fragile Populations _____
 Category C — American Red Cross/Public Shelter _____

Patient Name: _____

Address: _____ Phone# _____

Primary Caregiver: _____ Phone# _____

Next of Kin: _____ Phone# _____

Address: _____

Primary Physician: _____ Phone# _____

Durable Medical Equipment in use: Respiratory Units Wheelchair
 I.V. Feeding Tube Walker/Cane
 Other _____

Supplier: _____ Phone# _____

Pharmacy: _____ Phone# _____

<p>High Risk Factors (Medical)</p> <p>_____ Needs Oxygen</p> <p>_____ I.V.</p> <p>_____ Seizure Patient</p> <p>_____ Daily Sterile Wound Care</p> <p>_____ Immobile</p> <p>_____ Dialysis</p> <p>_____ Unstable Cardiac</p> <p>_____ Pumps (type) _____</p> <p>_____ Tube Feed</p> <p>_____ Sensory Impaired</p>	<p>High Risk Factors (Environmental)</p> <p>_____ No Phone</p> <p>_____ Lives Alone</p> <p>_____ Elderly or no Caregiver</p> <p>_____ Houseboat</p> <p>_____ Mobile Home</p> <p>_____ Meals Delivered</p> <p>_____ No Transportation</p> <p>_____ Mechanical ventilator for assisted breathing</p> <p>_____ Other: _____</p>
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Commissioner Miller-White asked Mr. Winslow to explain the three Categories. He basically said that all of our individuals would probably fall under Category B. She also asked Mr. Winslow about how many individuals we have that would need this special care. He said that we have 74 individuals on our Special Needs List. Of that 74, 10 are level 3 which are the ones that need special care. They would probably fit in Category B. From a liability point of view, Commissioner Peeler asked that, if we have an individual there and an emergency situation occurs and the hospital fills up, who gets kicked out. Mr. Winslow did not know. County Attorney High feels that the hospital would have that liability. The Board discussed the possibility of removing a couple of the Categories that we would not be using. County Manager Heath feels that the first sentence of the chart states "The following categories are to be used as guidelines only and not meant to be all inclusive, and shall be used as an aid in the decision making process for the placement of the FMFP." He feels that this would be sufficient and thinks it would not be necessary to remove any of the Categories. On motion made by Edward R. Muzzulin, seconded by Tammy Miller-White, the Board unanimously approved the above Hazardous Materials Emergency Planning Grant Agreement.

LATONIA JOHNSON, JCPC FUNDING

Latonia Johnson, Social Thinking Options Program, presented an amendment to the JCPC Grant Funds to shift funds as follows:

LINE ITEMS IN THE CURRENT DPS/JCPC APPROVED BUDGET ARE BEING ADJUSTED AS FOLLOWS:

Item #	Increase	Decrease	Explanation
180	\$227		Additional funds needed to cover costs for the remainder of this fiscal year.
220		\$290	Costs for after-school activities were less than the projected amount.
230	\$663		Additional funds gained through deductions made in training and food line items. To be used to purchase additional materials/supplies for participants.
390		\$600	STOP Coordinator did not attend NCJSA training during this fiscal year.
Total	\$890	\$890	Difference \$0

On motion made by Tammy Miller-White, seconded by Kyle Jones, the Board unanimously approved the amendment to the JCPC Funding as presented.

NANCY HODGES & LEO HIGGINS

Leo Higgins introduced Nancy Hodges, Area Consultant for N.C. Department of Public Safety, who explained that Leo Higgins was stepping down as overseer of the JCPC Funds so there will be some changes made with regard to presenting the budgets and budget amendments to the Board of Commissioners. She said that the individual directors of the three programs that we have for Perquimans County will present their own budget and amendments. She also explained that they are attempting to move into a paperless process for JCPC Program Agreement for FY 2013-14. She then presented the Juvenile Crime Prevention FY 2013-2014 Budget for Board consideration:

FY 2013-2014 Juvenile Crime Prevention Budget			
Program Provider	DJJDP Funding	Local In-Kind	Total
Restitution/Mentoring Focus	\$25,788	\$3,000	\$28,788
RHEMA Educational Services	21,551	3,200	24,751
Social Thinking Option	16,821	3,000	19,821
TOTALS	\$64,160	\$9,200	\$73,360

On motion made by Edward R. Muzzulin, seconded by Tammy Miller-White, the Board unanimously approved the JCPC FY 2013-2014 Budget. The Chair thanked Leo Higgins for his service.

HOMERIA JENNETTE, TELECOMMUNICATIONS

Ms. Jennette presented her monthly and quarterly reports. The Board discussed getting her reports electronically. She said that she would be glad to.

SUSAN CHANEY, SOCIAL SERVICES DIRECTOR

Ms. Chaney was unable to attend due to illness.

BILL JENNINGS, TAX ADMINISTRATOR

Bill Jennings presented his monthly report. He also informed the Board that the Board of Equalization & Review would open before the May Board meeting. At this time, he has no appointments.

COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

Commissioner Matthew Peeler made the following report:

The Tri-County Animal Shelter has a strong group of volunteers that are working diligently to improve the animal welfare of our County. Through their efforts, they have improved the shelter with donations, in-kind contributions and their time for the animals of our County. They are proud of the work they do on behalf of our animals and invite the Board, County manager, Sheriff, and Animal Control Officers to an open house at the facility on May 2nd between 3 – 5 p.m. The Shelter staff and volunteers are working to change the attitude people have about the shelter. They have sent over 350 animals to rescue groups and other shelters instead of having those animals euthanized. They volunteer to move these animals to other states on their own time and expenses to ensure the animals have a new home. If people are looking for a four-legged companion, please visit the Shelter at 138 Icaria Road, Tyner, NC.

UPDATES

County Manager Heath updated the Board on the following projects:

Water System Projects: County Manager Heath stated that RO Project is still on schedule. County Engineer, Bill Diehl, has a very positive outlook on our schedule on that project. He said that Pasquotank County had been experiencing some problems with some of their motors blowing out. Pasquotank County is working on trying to locate the problem and fixing it. At this time, we do not know how that will affect our bulk water rate. We will just have to wait and see about that. Commissioner Peeler asked if there is a cut off with the experimentation to try to fix this to say that we are part of it but these expenses will be Pasquotank County's responsibility. Mr. Heath said that we are beholding to them for this bulk water but we do not have to accept it before September, 2013.

Jail Project: Commissioner Muzzulin highlighted the following items on his Albemarle District Jail (ADJ) Report: (1) Federal inmate count for March was 37 (there were 39 in February); (2) The School for Detention Officers has been completed with four being certified. They still have eight openings. The positions are currently being advertized for a July Class; (3) The repairs to the facility was reviewed and are to be included in the 2013-2014 Budget. These include kitchen ceiling, fire sprinklers, corridor floor finish, and rear sliding gate; (4) The Employee Evaluation Form dated March 18, 2013 was approved; (5) The Preliminary budget figures were presented with the cost to the counties hopefully not increasing; and (6) Several items were successfully sold on GovDeals.com (Old Tasers & Radios). Commissioner Miller-White asked if these Detention Officers included those that were laid off when the Juvenile Detention Center was closed. Chair Cole said that they were given the opportunity to participate. County Manager Heath said that he did not think any have participated.

Senior Center Update: County Manager Heath explained that the facility is looking good. The phones will be switched on April 16th and they will officially move in on that date. We will hold an open house at a later date. The Board again thanked Mr. Emmert for his work on this project.

PROPOSED AMENDMENT TO PERSONNEL POLICY – SHARED LEAVE

After making the changes requested, County Manager Heath presented the following revised Amendment to Personnel Policy – Shared Leave:

AMENDMENT NO. 8

**Change the following to
Article VI. Holidays and Leave
Added Section 13. Voluntary Shared Leave Program**

SECTION 13. VOLUNTARY SHARED LEAVE PROGRAM

Purpose

There are occurrences brought about by serious and prolonged medical conditions which cause employees to exhaust all available paid leave and to be placed on leave without pay. It is recognized that the fact that such employees are forced to go on leave without pay could create a hardship at a most critical point in their work life. It is also recognized that fellow employees may wish to voluntarily donate some of their vacation leave so as to provide assistance of such Perquimans County employees. This policy provides an opportunity for employees to assist one another under circumstances where an employee or a member of his or her family is affected by a medical condition which requires absence from duty for a period of time resulting in possible loss of income due to lack of accumulated paid leave.

This policy and program will provide the opportunity for one employee to help another designated employee. It does not permit "banking" of leave. It is intended that any leave transferred pursuant to this policy will be immediately utilized, rather than accumulated, by the recipient in keeping with this policy.

Policy

In cases of a prolonged medical condition, an employee may apply to the County Manager to become a recipient of leave transferred from the annual vacation leave account of another employee. For purposes of this policy, a prolonged medical condition means a medical condition of any employee or immediate family member, including spouse, parents, and children or other dependents living in the employee's household, which is likely to require an employee's absence from duty for a prolonged period, generally considered to be at least 20 consecutive workdays. If an employee has had previous random absences for the same condition that has caused excessive absences, or if the employee has had a previous, but different, prolonged medical condition within the last 12 months, an exception to the 20 day period may be made. The intent of this policy is to allow one employee to assist another in case of a crisis involving a serious or prolonged medical condition of the employee or a member of the employee's family under circumstances where an employee is required to exhaust earned leave and family and medical leave to which he or she is entitled. This policy is not intended to apply to short-term or sporadic medical conditions or illnesses that are common, expected, or anticipated. Examples of short term or sporadic medical condition would include, but are not limited to, such things as sporadic, short-term recurrences of chronic allergies; short-term absences due to contagious diseases; or short-term, recurring medical or therapeutic treatments.

The use of annual vacation leave on a shared basis for any purpose other than specified by this policy is prohibited. Only accrued paid leave in the form of annual vacation leave may be used to participate in the program.

Participation in this program is limited to 1,040 hours for a full time employee, and prorated for a part-time employee, either continuously or, if for the same condition, on a recurring basis.

In order to qualify, the employee must be in regular or trainee appointment status. Probationary employees do not qualify. All donated leave will be credited to the recipient's sick leave account.

Administration

A letter of application for transfer of accrued vacation benefits must be made by the recipient along with a letter of approval by the donor(s). A letter of application must include name, department, description of medical condition, and estimated length of time needed to participate in the program.

A prospective recipient must make application for voluntary shared leave at such time as medical evidence is available to support the need for leave beyond the employee's available accumulated leave.

The County Manager will send a letter of approval or disapproval to the requesting employee, respective Department Head, Finance Officer, Clerk to the Board, and a copy to the donor(s). An employee may not file a grievance nor may an employee appeal if his/her request to receive or donate leave is denied.

Transfer of Annual Vacation Leave

The minimum amount of annual vacation leave to be donated is four hours.

At the time of the request, applicant must have exhausted all sick, annual, and compensatory leave; all leave balances must be zero.

The maximum amount of leave allowed to be donated by one individual is to be no more than the amount of the individual's annual accrual rate. However, that amount donated is not to reduce the donor's annual vacation leave balance below one-half of the annual vacation leave accrual rate.

Example 1 - Employee with 5 but less than 10 years of service earns 120 hours annually. Employee may contribute 4 or more hours up to 120 hours, but may not reduce vacation leave balance below 60 hours.

Example 2 - Employee with 10 to 15 years of service earns 144 hours annually. Employee may contribute 4 or more hours up to 144 hours, but may not reduce vacation leave balance below 77 hours.

Leave donated to a recipient's leave account who is on extended leave or who has an illness on a recurring basis is exempt from the maximum accumulation carry over restrictions at calendar year end.

Participation Requirements

A donor may donate only annual vacation leave to another employee.

An employee may not directly or indirectly intimidate, threaten, coerce, or attempt to intimidate, threaten, coerce any other employee for the purpose of interfering with any right which such employee may have with respect to donating, receiving, or using annual leave under this program. Such action by an employee shall be grounds for disciplinary action up to and including dismissal on the basis of personal conduct. Individual leave records are confidential and only individual employees may reveal their donation or receipt of leave. The employee donating leave cannot be compensated or receive reimbursement for the leave donated.

In case of the death of the employee who is the recipient, unused donated annual vacation leave and sick leave will be returned to the donor(s) on a pro-rata basis. Such accounts shall provide a clear and accurate record for financial and management audit purposes.

~~The County Manager is not eligible to participate in this program.~~

The Personnel Policy was amended with the above change at a Regular Meeting of the Board of Commissioners on April 1, 2013.

Commissioner Peeler stated that, it was his suggestion to remove the County Manager from participating in this benefit. Now that the changes have been made that were requested, he is asking that the last sentence be removed. On motion made by Benjamin C. Hobbs, seconded by Matthew Peeler, the Board unanimously approved Amendment No. 8 to the Personnel Policy with the one change of removing the last sentence.

PLANNING BOARD ITEMS

Donna Godfrey, County Planner, presented the following items for Board action:

Administrative Text Amendment TXT-12-03: A Public Hearing was held earlier in the meeting for the consideration of Administrative Text Amendment No. TXT-12-03, to amend Accessory Use Solar regulations, with changes to Articles VIII, IX, XI and XXIV of the Zoning Ordinance. Donna Godfrey, County Planner, began to give the changes to the Board that were discussed during the Public Hearing. The Board could not follow her corrections and County Attorney High asked her to make those changes and bring it back next month. Therefore, Matthew Peeler made a motion to table the matter until May. The motion was seconded by Edward R. Muzzulin and unanimously approved by the Board.

Recombination Request No. NZV-13-01 by Brian Damron: A Public Hearing was held earlier in the meeting for consideration of Brian Damron's request to add square footage to existing 0.60-acre lot resulting in 0.69-acre lot located at 362 Swing Gate Road (known as Tax Parcel No. 5-0041-0022). Benjamin C. Hobbs made the following motion which was read by Commissioner Miller-White: "Considering Section 206 Findings and Section 701(a) exemption criteria, motion is hereby made to approve Case No. NZV-13-01 to recombine Tax Parcel No. 5-0041-0022 and portions of 5-0041-0020A into one 0.69-acre lot located at 362 Swing Gate Road (SR 1227), with no conditions." The motion was seconded by Matthew Peeler and unanimously approved by the Board.

ENERGY EFFICIENCY CONTRACT

County Manager Heath explained that, at their March Work Session, the Board discussed the possibility of participating with the Perquimans County Schools in an Energy Efficiency Contract. He said that this would be way to improve our energy consumption or energy infrastructure with no up-front

costs. To do that, we would have various service companies to come in and make improvements and the expense will be paid back over time through our energy savings. The possible projects are listed below:

**PERQUIMANS COUNTY & PERQUIMANS COUNTY SCHOOLS
Possible Energy Conservation Measures**

	Rec Center	ARRDC	Courthouse Annex	Courthouse	Emergency Services	PCHS	PCMS	HGS	PCS	Central Office	Maintenance	Transportation
Building Envelope												
•Weatherization	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
•Ceiling Insulation								✓				
•Replace/Rehinge Doors				✓								
Water												
•Domestic Water Upgrades	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
•Kitchen Water Upgrades						✓	✓	✓	✓			
•Replace Kitchen Ice Machine						✓		✓	✓			
•Kitchen Domestic Water Heater Upgrade								✓				
Lighting												
•Lighting Upgrades	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
•Lighting Controls (Occupancy or Daylighting)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
HVAC												
•Convert WSHPs to 4-Pipe System						✓						
•Boiler Combustion Analysis/Setup	✓					✓	✓	✓	✓			
•Demand Control Ventilation	✓				✓	✓	✓	✓	✓			
•Boiler Intellidyne Controller						✓	✓	✓	✓			
•Chiller Demand Limiting								✓				
•PE Motor Replacement	✓								✓			
•VFD on Cooling Tower Fan Motor									✓			
•Retro-Commissioning					✓		✓	✓	✓	✓		
•Programmable/Reprogram T-Stats	✓	✓	✓	✓	✓						✓	✓
•Controls Upgrades					✓			✓	✓			
•Waste Oil Furnace or Infrared Heater												✓
•Optimal Start/Stop							✓	✓	✓			
•Night Setback									✓			
•Vending Miser	✓					✓	✓	✓	✓		✓	
•Airsides Economizers	✓	✓			✓	✓						
•Demand Limiting						✓	✓					
•HVAC Upgrades			✓	✓		✓					✓	
•Replace Auxiliary Boiler	✓											
•Solar Domestic Water Heater					✓							
•Replace Heat Pump					✓							

Tonight, County Manager Heath is asking Board approval to proceed to get proposals for these Energy Efficient Contracts. Commissioner Miller-White asked if we were going to do this jointly with the School System or separately. Mr. Heath said that we would work on this jointly at this time but would ask for the option to be available to pull out at any time. On motion made by Edward R. Muzzulin, seconded by Benjamin C. Hobbs, the Board unanimously approved to move forward with obtaining proposals for this venture.

PETITIONS

On motion made by Benjamin C. Hobbs, seconded by Matthew Peeler, the Board unanimously authorized to forward the petitions to add Atkins Way & Dockery Drive in Bay Landing Subdivision and Faith Drive in Matthews Acres Subdivision to the NCDOT State Maintenance System.

RESOLUTIONS:

The following Resolutions were presented for Board consideration:

Supporting Senate Bill 321 – Contain Counties’ Inmate Medical Costs: County Manager Heath explained that this Resolution was prepared at the request of Commissioner Muzzulin. Currently, most counties pay full non-negotiating rates for medical care for the inmates. This causes the counties to take a big hit in their budget each year. This year, we are already over about \$33,000 in this line item. This legislation will give the counties the opportunity to be responsible for these medical costs the same way the State is. This Resolution is in support of this legislation. Commissioner Miller-White asked that, if an inmate goes to Albemarle District Jail that is on Medicaid, is their Medicaid coverage dropped during that time. Mr. Heath said that they are dropped and the Counties have to pick up the entire bill. However, this legislation would allow the Counties to be reimbursed for these expenses. On motion made by Tammy Miller-White, seconded by Edward R. Muzzulin, the Board unanimously approved the following Resolution:

RESOLUTION SUPPORTING SENATE BILL 321- CONTAIN COUNTIES’ INMATE MEDICAL COSTS

WHEREAS, Counties are responsible for medical costs when inmates are incarcerated in county jails, and counties often pay full, non-negotiated rates for inmate medical care, resulting in great expense to counties; and

WHEREAS, State reimbursement rates have been capped in recent state budget provisions, and Perquimans County seeks the same cap on inmate medical expenses to save taxpayer dollars on these costs; and

WHEREAS, it has been a goal of Perquimans County to seek legislation that would authorize medical care providers to charge counties for inmate medical services at a rate not to exceed the rates paid by the State Department of Public Safety to inmate medical providers; and

WHEREAS, Senate Bill 321 would put County jail inmate costs processes on par with that afforded to State prisons by limiting County reimbursements to medical providers and facilities for jail inmate treatment to the lesser of 70 percent of the provider’s prevailing charge or twice the Medicaid rate; and

WHEREAS, Senate Bill 321 would also allow Counties to amend their medical care plans to allow for Medicaid reimbursement for those inmates deemed eligible for Medicaid and receiving in-patient hospitalization services; and

WHEREAS, Senate Bill 321, was co-sponsored by Senators Davis, Newton and Goolsby, and will be considered by the Senate.

NOW THEREFORE BE IT RESOLVED, that the Perquimans County Board of Commissioners urges the North Carolina General Assembly to grant relief to Counties from medical costs for inmates by enacting Senate Bill 321.

ADOPTED this 1st day of April, 2013.

Attest:

Mary P. Hunnicutt, Clerk to the Board

Opposing the Disposal of Fracking Waste in Eastern North Carolina: At their March Work Session, the Board discussed the process of fracking and the disposal of the Fracking Waste in Eastern North Carolina. Commissioner Hobbs expressed his desire not to have this happen in Eastern North Carolina. Commissioner Miller-White concurred. On motion made by Benjamin C. Hobbs, seconded by Edward R. Muzzulin, the Board unanimously approved the following Resolution opposing the disposal of Fracking Waste in Eastern North Carolina:

RESOLUTION OPPOSING THE DISPOSAL OF FRACKING WASTE IN EASTERN NORTH CAROLINA

WHEREAS, hydraulic fracturing, or “fracking,” is a method of extracting natural gas that involves injecting, at an extremely high pressure, a mixture of water, sand, and toxic chemicals to break up shale or other rock formations otherwise impermeable to the flow of natural gas; and

WHEREAS, North Carolina does not currently allow either horizontal drilling or hydraulic fracturing, and studies across the United States show conflicting results on the effects of reversing this ban; and

WHEREAS, Senate Bill 76, which would lift the state’s ban on fracking, was co-sponsored by Senator Bill Cook, was passed by the Senate, and will be considered by the House of Representatives; and

WHEREAS, fracking operations in North Carolina would be concentrated in Central and Western North Carolina, however it has been reported that there are no viable options for disposal of fracking waste in the western part of the state and that Eastern North Carolina might be an option for deep-well disposal of fracking waste; and

WHEREAS, the disposal of fracking byproducts into the aquifer could have a detrimental impact on the environment, including contamination of drinking water wells and surface waters; and

WHEREAS, Section 5 of the North Carolina Constitution states that “It shall be the policy of the State to conserve and protect its lands and waters for the benefit of all its citizenry, and to this end it shall be a proper function of the State of North Carolina and its political subdivisions... to control and limit the pollution of our air and water... and in every other appropriate way to preserve as part of our common heritage of this State its forests, wetlands, estuaries, beaches, historical sites, open lands, and places of beauty”; and

NOW THEREFORE BE IT RESOLVED, that the Perquimans County Board of Commissioners is greatly opposed to the disposal in Eastern North Carolina of fracking waste and byproducts from other areas of the state.

BE IT FURTHER RESOLVED, that the Perquimans County Board of Commissioners urges the North Carolina General Assembly to take no action that would weaken existing laws barring hydraulic fracturing and horizontal drilling before a viable option for disposal of fracking waste is found that does not include Eastern North Carolina.

ADOPTED this 1st day of April, 2013.

Janice McKenzie Cole, Chair
Perquimans County Board of Commissioners

Attest:

Mary P. Hunnicutt, Clerk to the Board

PUBLIC COMMENTS

Steve Magaro, Board Appointment to Northeast Workforce Development Board (NWDB): Mr. Magaro thanked the Board for the opportunity of serving on the NWDB Board and, as required, presented his report which was included in the Board Agenda Packets. He explained the strengths and the weaknesses of the Board and that there is progress being made but he would like to see it more. Commissioner Hobbs asked who the Chairman of the Board was. Mr. Magaro said that it was Natalie Rountree. Commissioner Miller-White explained that Ms. Rountree was the new Director. The Chairman of the Board is Bobby Hannon.

Commissioner Peeler: Mr. Peeler said that one of the issues Mr. Magaro brought up was the training issue but also the ability of using technology links. He was wondering if we could set up a discussion at a Commissioners’ Work Session to determine what assets we have in the County that would assist them in this process. Chair Cole explained some of the drawbacks for using links like this to handle meetings of the Board. She explained the process that is used with the East Carolina Behavioral Health Board.

ADJOURNMENT

There being no further business to discuss, the Regular Meeting was adjourned by the Chair at 8:30 p.m. on motion made by Edward R. Muzzulin, seconded by Matthew Peeler.

Janice McKenzie Cole, Chair

Clerk to the Board

SPECIAL CALLED MEETING

April 15, 2013

7:00 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, April 15, 2013, at 7:00 p.m. in the Commissioners’ Room located on the first floor of the Perquimans County Courthouse Annex.

MEMBERS PRESENT: Janice McKenzie Cole, Chair Edward R. Muzzulin, Vice Chair
Benjamin Hobbs Kyle Jones
Matthew Peeler Tammy Miller-White

MEMBERS ABSENT: None

OTHERS PRESENT: Frank Heath, County Manager
Mary Hunnicutt, Clerk to the Board

After the Chair called the meeting to order, Commissioner Jones gave the invocation and the Chair led the Pledge of Allegiance. The Chair said that the purpose of this Special Called Meeting was to discuss and award the Rehabilitation Bids for the Single Family Rehab Grant projects.

REHABILITATION BIDS – SINGLE FAMILY REHAB GRANT PROJECTS

County Manager Heath explained that the bids for the above referenced projects were opened on March 20, 2013. They received the following bids:

Contractor	Case #1 179 Dogwood Hertford, NC	Case #2 1626 Ocean Highway Edenton, NC	Case #3 430 Pender Road Hertford, NC
Eure & Sons Construction, Inc.	\$35,627	\$54,299	\$39,696
B&B Construction	\$39,250	\$53,480	\$35,595

Mr. Heath further explained that the lowest bids were as follows: Case #1 Eure & Sons = \$35,627; Case #2 B&B Construction = \$53,480; and Case #3 B&B Construction = \$35,595. The Wooten Company has made the following recommendation:

As detailed on the above Bid Tabulation Sheet, Eure & Sons Construction is only \$819.00 more than B & B Construction on case #2 (\$54,299.00). B & B Construction will not be in a position to start work for approximately two months and Eure & Sons Construction can begin work on two cases within the next three weeks. This schedule needs to be considered when awarding contracts. The County is not required to award contracts based strictly on dollar amount and should consider scheduling as well. Case #2 scope of work will be adjusted so that the rehabilitation cost is below the maximum allowable assistance for this project. All three contracts will be financed with available HOME Investment Partnership Program funds.

On motion made by Benjamin C. Hobbs, seconded by Edward R. Muzzulin, the Board unanimously awarded the contracts as follows:

Contractor	Case #1 179 Dogwood Hertford, NC	Case #2 1626 Ocean Highway Edenton, NC	Case #3 430 Pender Road Hertford, NC
Eure & Sons Construction, Inc.	\$35,627	\$54,299	
B&B Construction			\$35,595

Commissioner Miller-White wanted to clarify some information and asked what the addresses were for these properties. She wanted to know if this was the grant project that we have had difficulty in finding homes to qualify. Mr. Heath said that it was. With regard to the addresses of these properties, Mr. Heath referred her to the tabulation sheet. The addresses were listed below each Case number.

ADJOURNMENT

There being no further business to discuss, the Special Called Meeting was adjourned by the Chair at 7:10 p.m. on motion made by Matthew Peeler, seconded by Tammy Miller-White and the Work Session began.

Janice McKenzie Cole, Chair

Clerk to the Board

* * * * *