

**ADJOURNMENT**

There being no further business to discuss, the Special Called Meeting was adjourned by the Chairman at 8:45 p.m. and the Board proceeded with the Work Session.

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Benjamin C. Hobbs, Chairman

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Clerk to the Board

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**EMERGENCY CALLED MEETING**  
August 26, 2011  
1:00 p.m.

The Perquimans County Board of Commissioners met in an Emergency Called Meeting on Friday, August 26, 2011 at 1:00 p.m. in the Commissioners' Room located in the Perquimans County Courthouse Annex. The purpose of the meeting was to discuss Hurricane Irene.

MEMBERS PRESENT: Benjamin Hobbs, Chairman Janice McKenzie Cole, Vice-Chair  
Edward R. Muzzulin Mack Nixon  
Sue Weimar

MEMBERS ABSENT: Tammy Miller-White

OTHERS PRESENT: Bobby C. Darden, County Manager Mary P. Hunnicutt, Clerk to the Board  
Jarvis Winslow, Emergency Management Coordinator  
Mr. Creedle, Ashbritt

Chairman Hobbs called the meeting to order and asked County Manager Darden to give the invocation. The Chairman then led the Pledge of Allegiance. Chairman Hobbs explained that the purpose of the emergency meeting was to discuss Hurricane Irene which should be hitting the North Carolina coast this weekend.

**AGENDA**

The Agenda was unanimously approved on motion made by Sue Weimar, seconded by Edward R. Muzzulin.

**STATE OF EMERGENCY**

County Manager Darden informed the Board that the way Hurricane Irene is building momentum and is looking like it will be hitting the North Carolina Coast sometime Saturday, it was the recommendation of Emergency Management Coordinator, Jarvis Winslow, to declare a State of Emergency. The following State of Emergency was declared by Perquimans County, Town of Hertford, and Town of Winfall:

**PERQUIMANS COUNTY  
STATE OF EMERGENCY ORDINANCE**

**WHEREAS**, the Coastal Counties of Northeastern North Carolina are immediately threatened by Hurricane Irene; and

**WHEREAS**, conditions exist which could endanger the lives, safety, health and welfare of the people residing within Perquimans County; and

**WHEREAS**, conditions exist which could threaten damage to or destruction of property; and

**WHEREAS**, persons living and/or working in low lying areas of the County, manufactured homes and substandard housing are especially at risk for high water and dangerous winds.

**WHEREAS**, the Emergency Management Services Director is authorized to take whatever steps considered necessary for the protection of citizens within Perquimans County; and

**WHEREAS**, the Mayors of the Town of Hertford and the Town of Winfall have declared a State of Emergency for the towns and request to be part of this State of Emergency Ordinance; and

**WHEREAS**, additional instructions may be issued if considered necessary.

**BY THIS PROCLAMATION**, Perquimans County, the Town of Hertford, and the Town of Winfall is hereby declared to be in a State of Emergency effective 12:00 p.m. DST, this date.

**BE IT FURTHER PROCLAIMED THAT**, the Town of Hertford and the Town of Winfall during this State of Emergency, the following is in effect:

- 1) A curfew for the Town of Hertford and the Town of Winfall will be in effect from Saturday, August 27<sup>th</sup>, at 8:00 p.m. through Sunday, August 28<sup>th</sup>, at 6:00 a.m. except for emergency personnel; and
- 2) Alcohol sales are prohibited beginning Friday, August 26<sup>th</sup>, at 12:00 noon.

**ADOPTED** this 26<sup>th</sup> day of August, 2011.

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Benjamin C. Hobbs, Chairman  
Perquimans County Board of Commissioners

ATTESTED:

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

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Sidney Eley  
Sidney Eley, Mayor  
Town of Hertford

ATTESTED:

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Cindy Sharber  
Cindy Sharber, Clerk  
Town of Hertford

Fred Yates  
Fred Yates, Mayor  
Town of Winfall

ATTESTED:

Brenda Dillard  
Brenda Dillard, Clerk  
Town of Winfall

**MEMORANDUM OF AGREEMENT - NCDOT**

County Manager Darden reported to the Board that the following Memorandum of Agreement with NCDOT needed to be adopted before NCDOT would assist with debris:

**MEMORANDUM OF AGREEMENT**  
between the  
North Carolina Department of Transportation  
and the  
County of Perquimans

This Memorandum of Agreement (hereinafter, "Agreement") is made on the last date entered below between the North Carolina Department of Transportation (hereinafter, "NCDOT") and the County of Perquimans (hereinafter, "County") (collectively referred to hereinafter as "the Parties") for the emergency removal of debris during a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to Chapters 14 and 166A of the North Carolina General Statutes.

WHEREAS, during a declared State of Disaster or Imminent Threat of Disaster which implements the North Carolina Emergency Operations Plan (hereinafter, "NCEOP"), NCDOT may be called upon to perform certain functions, including the removal of debris from the right of way of public roads and streets, pursuant to the NCEOP; and

WHEREAS, County has requested that it be allowed the opportunity and responsibility to perform certain of those NCDOT functions as set forth in the NCEOP in order to assure that its citizens are served and protected; and

WHEREAS, the Parties have conferred as to the best methods and practices to allow the County to assume these responsibilities;

NOW THEREFORE, the Parties agree as follows:

1. For purposes of this Agreement, the following definitions shall apply:
  - A. "Secondary Roads" shall mean those roads maintained by NCDOT that are identified by a four-digit SR number.
  - B. The term "Eligible Storm Debris" shall be such debris as shall be eligible for reimbursement by the North Carolina Department of Crime Control and Public Safety, Division of Emergency Management (hereinafter, "DEM") or the Federal Emergency Management Agency (hereinafter, "FEMA") during a particular State of Disaster, Imminent Threat of Disaster or State of Emergency.
  - C. "FHWA Routes" shall mean those routes for which FHWA does provide NCDOT with reimbursement, generally Interstate routes, US-designated routes, NC-designated routes, and certain secondary routes within the County eligible for FHWA reimbursement and listed on Attachment A.
  - D. "Non-FHWA Routes" shall mean those routes for which FHWA does not provide reimbursement, generally rural secondary roads rights of way within the County and those urban secondary roads within the municipalities within the County. The non-FHWA routes are those routes within the County, which are not listed on Attachment A.
2. During a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to Chapters 14 and 166A of the North Carolina General Statutes and upon a determination by the Parties that is desirable that County be responsible for removal of debris from the right of way of State System Roads, NCDOT shall issue to County a written Notice to Proceed with debris removal.
3. County shall remove and dispose of (1) Eligible Storm Debris on all non-FHWA routes and (2) Eligible Storm Debris except woody debris and sand on FHWA routes. In so doing, County shall comply with all FEMA and DEM requirements regarding storm removal and disposal including landfill quantity calculations and site disposal costs.
4. County shall apply directly to DEM and/or FEMA for reimbursement in accordance with the rules, regulations and procedures of those agencies. Any reimbursement must be governed by the rules, regulations and procedures of those agencies, and NCDOT shall not be responsible for any portion of reimbursement to County.
5. County is responsible for complying with all NCDOT rules and regulations including, but not limited to, safety, insurance, and traffic control in accordance with the Manual on Uniform Traffic Control Devices, and County shall hold NCDOT harmless in all matters arising from or related to this Agreement. Further, County shall be responsible for all damage or injury to persons or to private property occurring as a result of the debris removal activities pursuant to this Agreement, and County shall hold NCDOT harmless in all matters arising therefrom.
6. County shall be responsible for repair of any damages to the state maintained right of way, which may be caused by debris removal operations undertaken pursuant to this Agreement. All repairs shall be made to the satisfaction of the Division Engineer of the Highway Division in which county is located, and the Division Engineer's judgment in this regard shall be final.
7. County shall remove all Eligible Storm Debris even if such removal requires multiple passes on a particular route and shall continue until the mutually agreed upon completion date. All work pursuant to this Agreement shall be done to the satisfaction of the Division Engineer of the Highway Division in which county is located, and the Division Engineer's judgment in this regard shall be final.
8. All work pursuant to this Agreement shall be completed by a date mutually agreed to by DEM, FEMA, NCDOT and County.
9. This Agreement may be terminated by either party upon submission of a thirty-day advance written notice of termination. No notice of termination shall be effective for debris removal pursuant to any Notice to Proceed already issued by NCDOT.
10. This Agreement may be amended at any time by mutual agreement of both parties as evidenced by a written Supplemental Memorandum of Agreement approved and signed by both parties.
11. To provide consistent and effective communication between the Parties, each party shall appoint a Principal Representative to serve as its central point of contact responsible for coordinating and implementing this Agreement. The Principal Representative of the NCDOT shall be Chief Engineer Operations or his designee. The Principal Representative of the County shall be the County Manager or his designee.

This Agreement shall be effective on the date of the last signature below.

IN WITNESS WHEREOF, the Parties have each executed this Agreement, this the 26<sup>th</sup> day of August, 2011.

DEPARTMENT OF TRANSPORTATION

WITNESS: \_\_\_\_\_  
Print Name)

BY: \_\_\_\_\_  
TERRY R. GIBSON, PE  
STATE HIGHWAY ADMINISTRATOR

COUNTY OF PERQUIMANS

BY: \_\_\_\_\_  
BENJAMIN C. HOBBS  
CHAIRMAN, PERQUIMANS COUNTY  
BOARD OF COMMISSIONERS  
TITLE

DATE: August 26, 2011

County Manager Darden explained that there were several items that he was concerned about:

1. County being liable for damages to roads; and
2. Contract with Ashbritt states that they will be responsible if there is any damages to the roads.
3. Written notice from NCDOT before we can proceed with debris pick up.

Mr. Darden explained that Mr. Creedle was present and reported that he was trying to look at the approved debris sites but he was confused as to which lot it was at the Commerce Centre. The Board discussed the fact that, with the predicted rainfall, the current site may require a lot of work to prepare it to be used for the drop off site. Mr. Creedle said that he had talked with Tildon Whitehurst of Whitehurst Sand and he had an approved site across from his business on a 65-acre lot. The County may not need all that property but could possibly discuss a lease with him for the amount of time that the County would need it for debris removal. Jarvis Winslow will need to talk with N.C. Department of Environment & Natural Resources to get approval. Mr. Creedle is going to talk with FEMA to see what the reimbursement rate is for leasing property. Then we will decide on whether or not to proceed with discussions with Mr. Whitehurst on leasing the property for debris removal. Commissioner Muzzulin asked Mr. Darden about Exhibit A that was mentioned in the above document under 1.C. Mr. Darden said that this was just listing roads. On motion made by Edward R. Muzzulin, seconded by Mack E. Nixon, the Board unanimously approved the Memorandum of Agreement with NCDOT pending Mr. Darden's checking with Gretchen Byrum, NCDOT, about the Exhibit A and the written notice from NCDOT before we can proceed to pick up debris.

ADJOURNMENT

The Emergency Called Meeting was adjourned by the Chairman at 1:25 p.m. so that the Clerk could send the Memorandum of Agreement with NCDOT to Ms. Byrum by 1:30 p.m.. The Board continued to receive an update from Jarvis Winslow on Hurricane Irene.

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Benjamin C. Hobbs, Chairman

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Clerk to the Board

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