

AGENDA

All items are for discussion and possible action.
 Perquimans County Board of Commissioners
 Upstairs Courtroom - Courthouse Annex Building
December 7, 2015
6:55 p.m.

The date should be
 December 5, 2016

- I. Call to Order**
- II. Prayer & Pledge**
- III. Old Business**
 - A. Approval of Minutes
 - B. Donna Winborne, CPA
 - C. Hertford Post Office
- IV. Presentation of Plaques – Janice McKenzie Cole & Matthew Peeler**
- V. Swearing in of Commissioners Kyle Jones, Joseph Hoffler, and Charles Woodard**
- VI. Election of Chairman/Vice Chairman**
- VII. Public Hearing**
 - A. **Conditional Use Permit No. CUP-16-05, requested by R&S Property Mgt. LLC.....6:55 p.m.**
 - > To receive citizens' comments to consider: Conditional Use Permit No. CUP-16-05, requested by R&S Property Mgt. LLC (Ronald Etheridge, II) to install a double-wide manufactured home in Belvidere Historic Agriculture District on Tax Parcel No. 1-2200-8403-RCE also known as 123 Marians Trail.
- VIII. Approval of Agenda**
- IX. Consent Agenda**

(Consent items as follows will be adopted with a single motion, second and vote, unless a request for removal of an item or items is made from a Commissioner or Commissioners.)

 - A. Tax Refunds
 - B. Personnel Matters
 - 1. Resignation: IMC Investigator I
 - 2. Appointment: Tourism Development Director
 - 3. Part-Time EMT (5)
 - 4. Part-Time EMT-I (4)
 - C. Step/Merit Increases
 - 1. Department Heads
 - 2. Social Services
 - 3. Sheriff's Department
 - 4. Water Department
- X. Scheduled Appointments**
 - A. Ed Nixon, Athletic Complex 7:15 p.m.
 - B. Bill Jennings, Tax Administrator 7:20 p.m.
 - C. Susan Chaney, Social Services Director 7:20 p.m.
- XI. Commissioner's Concerns/Committee Reports**
 - A.
 - B.
 - C.
- XII. Old Business**
 - A. Updates from County Manager
 - B.

ACTION
 REQUIRED

ACTION
 TAKEN
 LATER

ACTION
 REQUIRED

NO
 ACTION
 REQUIRED

NO
 ACTION
 REQUIRED

**ACTION
REQUIRED**

XIII. New Business

- A. Planning Items:
 - 1. Conditional Use Permit No. CUP-16-05, requested by R&S Property Mgt. LLC
- B. Emergency Management Items
 - 1. Board Appointment: Chowan/Perquimans Multi-County LEPC
 - 2. PSAP Backup Plan (Updated 11-30-16)
 - 3. Financial Documentation (Spreadsheet)
 - 4. Budget Amendment
 - 5. Grant Award Letter from the NC 911 Board
 - 6. Agreement for Grant – NC 911 Board
 - 7. Memorandum of Understanding
- C. Register of Deeds' Items
 - 1. Reinstatement of Register of Deeds' Salary
 - 2. Request for Salary Increase – Register of Deeds
 - 3. Resolution: Authorizing Removal of Certain Record Books
- D. Bank Resolution & Signature Stamp
- E. Voting Delegate for Legislative Goals Conference
- F. Sale of Surplus Vehicles
- G.
- H.
- I.

XIV. Unscheduled Appointments/Public Comments

(If you wish to address the Board, please state your name for the record prior to speaking)

- A.
- B.
- C.

XV. Adjournment

FOR INFORMATION ONLY:

- Prescription Card Program

DEPARTMENT HEAD REPORTS:

- Plat Log
- Building Inspector's Report
- Code Enforcement Report
- Sheriff's Department

COMMITTEE WRITTEN REPORTS:

- EMS Peer Review Committee DRAFT Meeting Minutes
- 911 Communications Board DRAFT Meeting Minutes

NOTES FROM THE COUNTY MANAGER

December 5, 2016

6:55 p.m.

- III.A. **Enclosures:** The current Board of Commissioners will need to approve the Minutes from the November 7, 2016 **Regular Meeting**, November 14, 2016 **Special Called Meeting**, and November 21, 2016 **Special Called Minutes** including any Closed Session Minutes that have not been approved this year.
- III.B. **Enclosure.** A draft copy of the FY 2015-16 Audit was forwarded to you on November 30, 2016. It was also placed in your dropbox. Donna Winborne, Auditor, will present the FY 2015-2016 Audit. Board approval is being requested.
- III.C. **Enclosures:** The U.S. Postal Service has responded to our Resolution supporting the relocation of the Hertford Post Office. Per the attached letter, they have denied our request. The Board will need to decide on the next step.
- IV. **Enclosures:** Vice Chairman Jones will present a plaque to outgoing Commissioners: Janice McKenzie Cole and Matthew Peeler, honoring them for their years of service on the Board of Commissioners.
- V. Todd Tilley, Clerk to Superior Court, will give the Oath of Office to Commissioners Kyle Jones, Joseph Hoffer, and Charles Woodard.
- VI. **Enclosure.** County Attorney, acting as Temporary Chairman, will hold the election of the Chair and the Vice Chair of the Board of Commissioners.
- VII. Conditional Use Permit No. CUP-16-05, requested by R&S Property Mgt. LLC. 6:55 p.m.
> *To receive citizens' comments to consider Conditional Use Permit No. CUP-16-05, requested by R&S Property Mgt. LLC (Ronald Etheridge, II) to install a double-wide manufactured home in Belvidere Historic Agriculture District on Tax Parcel No. 1-2200-8403-RCE also known as 123 Marians Trail.*
- IX. **Enclosures.** Items included on the Consent Agenda are enclosed. ***If you wish to discuss any of these items, please make that request during the meeting.***
- X.A. Ed Nixon would like to speak to the Board on the proposed Athletic Complex.
- X.B. **Enclosure.** Bill Jennings, Tax Administrator, will present his Monthly update on Reval, Foreclosures and Collections.
- X.C. Susan Chaney, Social Services Director, will present her monthly report.
- XII.A. County Manager Heath will present several updates to the Board.
- XIII.A. A Public Hearing was held earlier in the meeting to receive public comments on Conditional Use Permit No. CUP-16-05, requested by R&S Property Mgt. LLC to consider CUP-16-05 install a double-wide manufactured home in Belvidere Historic Agriculture District on Tax Parcel No. 1-2200-8403-RCE also known as 123 Marians Trail. Board action is being requested.
- XIII.B. **Enclosures.** Jonathan Nixon will present the following items for Board action:
1. **Board Reappointments - LEPC Committee:** The Board will need to reappoint all but one of the members to the LEPC Committee. Ms. Cole has served on this Committee from the time it was established. With her leaving the Board, a new Commissioner will need to be appointed as her replacement. Board action is being requested.
 2. **PSAP Backup Plan:** A copy of the PSAP Backup Plan is enclosed for Board consideration. Board action is requested.
 3. **Financial Documentation (Spreadsheet):** A copy of the financial documentation is enclosed for Board review and action.
 4. **Budget Amendment No. 6:** The Board will need to take action on the enclosed Budget Amendment No. 6.
 5. **Grant Award Letter from the NC 911 Board:** For information purposes, a copy of the Grant Award Letter from the NC 911 Board has been enclosed.
 6. **Agreement for Grant - NC 911 Board:** The enclosed Agreement for the Grant is enclosed for Board review and action.
 7. **Memorandum of Understanding:** If available, Mr. Nixon will present for approval an updated MOU with Chowan County, State 911 Board Funding Reconsideration and State 911 Board Grant Award for the Perquimans 911 Backup Center project. Board action may be requested.
- XIII.C. **Enclosures:** County Manager Heath will present these requests from Register of Deeds:
1. **Reinstatement of Register of Deeds' Salary:** Following the General Election in which the Register of Deeds ran unopposed, the Board needs to reinstate the Register of Deeds' salary to \$45,685 (Grade 70/Step 7) effective December 1, 2016. This action needs to be taken in compliance with General Statute 153A-92. Board action is being requested.
 2. **Request for Salary Increase - Register of Deeds:** Ms. Frierson has requested that the Board consider a salary increase for her. Board action is being requested.
 3. **Resolution for Removal of Certain Public Record Books:** Jacqueline Frierson, Register of Deeds, is requesting the adoption of the enclosed resolution to remove certain Public Record Books for repair, restoration, and rebinding. Board action is being requested.
- XIII.D. Because there will be a change in Chair(man), the Board would need to authorize the new Chair(man) and County staff to sign the Bank Resolution and to authorize the use of the Chair(man)'s stamp for the PNC Account and the Single-Family Rehab Account. Board action is being requested.
- XIII.E. The Board will need to appoint a Voting Delegate for the Legislative Goals Conference on January 12-13, 2015. At this time, no one has registered to attend. Board action may be required.

XIII.F. On November 7, 2016, the County adopted a resolution to proclaim several vehicles as surplus equipment and proceed to sell them on GovDeals. The bid period for our surplus vehicles with GovDeals will close on December 5, 2016 at 12:00 p.m. The following vehicle has been listed with GovDeals:

BUYER	VEHICLE	START BID	SOLD AMOUNT	GOVDEALS FEE	NET RESULTS
	2010 Ford Fusion	\$500.00			

CONSENT AGENDA NOTES

(Consent items as follows will be adopted with a single motion, second and vote, unless a request for removal from the Consent Agenda is heard from a Commissioner)

- A. **Enclosure:** Tax Releases – see attached list
- B. **Enclosure:** Personnel Matters

Employee Name	Employee Job Title	Action Required	Grade/ Step	New Salary	Effective Date
Allison Winslow	IMC Investigator I	Resignation			1/1/2017
Sharon Smith	TDA Director – Part-Time	Appointment		\$14.00/hr.	1/1/2017
Ashlee Bockelman	Part-Time EMT	Appointment	63/1	\$13.95/hr.	12/1/2016
Amy Bojo	Part-Time EMT	Appointment	63/1	\$13.95/hr.	12/1/2016
Heidi Russell	Part-Time EMT	Appointment	63/1	\$13.95/hr.	12/1/2016
Rachel Sawyer	Part-Time EMT	Appointment	63/1	\$13.95/hr.	12/1/2016
Sean Tripp	Part-Time EMT	Appointment	63/1	\$13.95/hr.	12/1/2016
Linwood Browder	Part-Time EMT-I	Appointment	66/1	\$15.91/hr.	12/1/2016
Tyler Spruce	Part-Time EMT-I	Appointment	66/1	\$15.91/hr.	12/1/2016
Martin Surface	Part-Time EMT-I	Appointment	66/1	\$15.91/hr.	12/1/2016
John vonRosenberg	Part-Time EMT-I	Appointment	66/1	\$15.91/hr.	12/1/2016

- C. **Enclosures:** During the Budget process, merit/step increases were approved for the employees. The following individuals are recommended by their supervisors for merit/step increases:

Employee Name	Employee Job Title	Grade/ Step	New Salary	Effective Date
Susan Chaney	Director – Social Services	79/8	69,592	12/1/2016
Robin Gieseke	IMC II	63/7	33,571	12/1/2016
Robert Farrar	Deputy Sheriff (Certified)	65/7	36,660	12/1/2016
Robert Elliott	Technician I	58/4	25,045	12/1/2016

appraiser in North Carolina but for four months. Mr. Campen continued by stating that they presented witnesses attesting that the Applicant complied with the fact that the location and character of the wind farm would be in harmony with the area in which it is to be located and in general conformity with the Perquimans County Land Use Plan. Furthermore, Mr. Campen stated that the project has complied with the development standards of the Wind Turbines. With that said, Mr. Campen completed his closing argument at 9:40 a.m.

At 9:40 a.m., Mr. Johnson proceeded with the first part of the Opponent's Closing Argument which would cover the noise impacts. Mr. Johnson stated that they had presented Mr. Robert Rand to report on his findings for the noise impacts to the property owners within the project area and to those abutting the project area. He reviewed Mr. Rand's presentation. At 9:51 a.m., Mr. Essick discussed the impacts that this would have on the property values and on the harmony with the area. He stated that he had presented information from Mike McCann, Paul Gregory, and several property owners abutting the project area and each one stated that this project would significantly affect the values of these properties. With regard to Mike McCann's testimony, Mr. McCann used actual sales data to determine the effect on property values. In addition, these individuals were asked if this project would be in conformity and harmony of Perquimans County and each one said that it would not. Mr. Essick concluded his Closing Argument at 10:05 a.m.

REBUTTAL COMMENTS

Mr. Campen made a couple of rebuttal statements regarding the Hardcastle case and about Mr. Rand not being a medical expert.

Chair Cole thanked the attorneys for their professionalism during this hearing and asked if there were any other comments or items that they needed to discuss. Mr. Campen asked about his providing a copy of the Hardcastle Complaint showing date stamped. He provided a copy to Chair Cole and Ms. Cole said that it would be admitted into the record. He asked that this dismissal of the Hardcastle case against Mr. Bastasch be placed in the record as Applicant's Exhibit #308. Ms. Cole said it would be accepted. Mr. Johnson presented a copy of the second amended summary as Opponent's #12. It was accepted into the record.

CLOSED SESSION

With everything completed, Chair Cole asked for a motion to go into Closed Session to consult with their attorneys. On motion made by Edward R. Muzzulin, seconded by Wallace E. Nelson, the Board went into Closed Session to consult with their attorneys. Commissioner Peeler asked that he be allowed to meet in the Closed Session. Chair Cole stated that, since they were going to be getting instructions from their attorney on the Conditional Use Permit, he had been recused for any proceedings on this matter and would not be eligible to be present.

On motion made by Edward R. Muzzulin, seconded by Fondella A. Leigh, the Board resumed the Continued Quasi-Judicial Meeting.

ADJOURNMENT

Chair Cole concluded the Quasi-Judicial Hearing and informed the public that the following Special Called Meetings will be held:

- November 14, 2016 at 4:00 p.m. in the upstairs Courtroom of the Courthouse Annex Building
- November 21, 2016 at 7:00 p.m. in the upstairs Courtroom of the Courthouse Annex Building

The Quasi-Judicial Hearing was adjourned at 11:15 a.m. and the Board will meet to deliberate on November 14th and hope to make their decision on November 21st.

Janice McKenzie Cole, Chair

Clerk to the Board

REGULAR MEETING
November 7, 2016
6:40 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, November 7, 2016, at 6:40 p.m. in the Commissioners Room located on the first floor of the Perquimans County Courthouse Annex.

MEMBERS PRESENT:	Janice McKenzie Cole, Chair	Kyle Jones, Vice Chairman
	Fondella Leigh	Edward R. Muzzulin
	Wallace Nelson	Matthew Peeler

MEMBERS ABSENT: None

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

After the Chair called the meeting to order, Commissioner Peeler gave the invocation and the Chair led the Pledge of Allegiance.

PUBLIC HEARINGS

Chair Cole opened the Public Hearings stating that the purpose of the Public Hearing was to receive citizens' comments on several Planning items. There were thirteen (13) people present. Chair Cole proceeded by opening up the first Public Hearing:

Conditional Use Permit Nos. CUP-16-02 and CUP-16-04 - Heath McLaughlin: Chair Cole stated that the purpose of the first Public Hearing was to receive public comments on the consideration of Conditional Use Permit No. CUP-16-02, requested by Keith McLaughlin (for Alpha Value Solar, LLC) for a Large Scale, ground-mounted Solar Power Energy System Facility in the 700-block of Ocean Highway South (US Hwy. 17), to include Tax Parcel Nos. 3-0049-00010A and 3-0049-

00016. Chair Cole recognized Donna Godfrey, County Planner, who was sworn in and requested that the Board hear testimony about both CUP-16-02 and CUP-16-04. Commissioner Peeler said that he was afraid that it would become a confusing issue since this involves two different groups of people and two different ideas. Chair Cole said that she did not see a problem with combining the two CUP's. With that being said, CUP-16-04 was also requested by Heath McLaughlin (for Sun Farm V, LLC) for a Large Scale, ground-mounted Solar Power Energy System Facility in the 700-block of Ocean Highway South (US Hwy. 17), to include Tax Parcel Nos. 3-0049-00012 and 3-0049-00013. Ms. Godfrey proceeded to give a short description of the project and explained that the Planning Board approved these two CUP's at their meeting on October 11, 2016. Ms. Godfrey distributed one sheet with a proposed change to the Conditional Use Permits. Ms. Cole then asked Mr. McLaughlin to step forward and be sworn in. Mr. McLaughlin presented two maps to demonstrate the projects and how they will be built. He explained that the two solar farms would be 5 mega-watt solar farms. One will be on 55-acre parcel owned by The Riddick Family and one will off U.S. Highway 17 and the driveway has been approved by NCDOT for both parcels. Other items discussed was the land use (timber, agriculture, & solar farm), fencing around project (a typical security fence), screening (typical screening and timber), distance from roadway would be minimum of 700 feet on the Riddick Farm and over 500 feet on the White Farm, a small cemetery (would remain outside the project), and the Hertford ETJ that runs on White Farm but there is no impact on it. He explained how the solar farm would operate. Chair Cole asked if any Board member has any questions. The following questions were asked:

- > Matthew Peeler: Mr. Peeler asked Mr. McLaughlin to show him on his map the actual property lines and how much the property is under the farm. Mr. McLaughlin asked for clarification. Mr. McLaughlin explained the parcel boundaries. Mr. Peeler is asking where the property is cut to make the two parcels. Mr. McLaughlin demonstrated that on his map. Mr. Peeler continued to ask why they needed the second parcel if no part of the solar farm is on that parcel. Mr. McLaughlin explained that this has to do with the permitting process. When you go to obtain a permit, you have to notify the regulatory commission where you are going to place a solar farm. In this case, it was going to be on both parcels because it was prior to knowing the layout of the property in finite form. There were other items that affected their decision like soil issues, construct a road, Hertford ETJ issues, and the possible need to move the location of the solar farm. Mr. McLaughlin did not want to commit to not using both parcels during the permitting process.

Before moving forward, Chair Cole wanted to clarify some things to those that are in attendance. Through experience of learning, we have somewhat had to modify the way in which we handle these CUP and quasi-judicial hearings. So, whereas, in the past, we may have allowed anyone in the public to comment; in fact, it should have been restricted to the property owners involved in the project, or individuals within 150 feet of the subject property. Chair Cole asked if there was anyone who qualifies based on that information who wanted to speak this evening. Ms. Kay Matthews explained that she owns property at 708 Ocean Highway South. This project would surround her home on three sides. Chair Cole clarified that she was Kay Whitley. Ms. Matthews said that her name had changed but it still remains Kay Whitley on the Tax Records. Commissioner Peeler asked County Manager Heath to show him on the screen where Ms. Matthews' property was. Mr. Heath did so. Mr. McLaughlin stated that, if she has concerns, he would like the opportunity to address these concerns. Chair Cole asked if there were any further questions for Mr. McLaughlin from the Board. The following questions were asked:

- > Matthew Peeler: Mr. Peeler asked Mr. McLaughlin that on the bottom map he showed a retention pond. Mr. Peeler asked if it had to be there. Mr. McLaughlin does have flexibility in their location of the retention pond. It would not be a problem if we needed to move it if it impacts an abutting property owner.
- > Wallace E. Nelson: Mr. Nelson stated that he is still trying to get clear in his mind about the Riddick Parcel. Earlier, when Mr. McLaughlin was showing the property, there was a wedge piece that was not on the map on the screen. Mr. McLaughlin went to screen and demonstrated where the property was located. Mr. Nelson asked if there were two parcels. Mr. McLaughlin said that it was. Mr. Nelson then asked about the road access to the solar farm. Mr. McLaughlin showed him on the screen. Mr. Nelson also asked about the plantings for the buffer. Mr. Nelson asked about having a berm instead of the vegetated buffer. Mr. McLaughlin said that he would be open to that but was concerned about erosion. He then explained about a holly type tree as well as a wood lattice to obscure the view. Mr. Nelson explained that he has been disappointed with several of the solar farm buffers that have already been approved and built. Mr. McLaughlin said that he also agreed that the buffer on these projects need improvement.
- > Sue Stokely, a Perquimans County resident not within the 150 feet of the subject property, wanted to ask a question. Chair Cole stated that, at this time, she was not eligible to speak.
- > Wallace E. Nelson: Mr. Nelson asked about the sheets that Ms. Godfrey distributed that were proposed changes by the applicant. He wanted to know if they had a copy of what the original condition was. Donna Godfrey said that this condition was a very, very redundant statement in there and there were several other redundant statements. Chair Cole said that the original conditional use permit was in with the Agenda Packet. Mr. McLaughlin said that it did not have to be omitted but he wanted it as a matter of clarification.
- > Wallace E. Nelson: Mr. Nelson asked that, on the White parcel, where is this on US Highway 17? Mr. McLaughlin showed him on the screen. Chair Cole asked if this was the property behind 708 Ocean Highway South. Ms. Matthews said that it was. Mr. McLaughlin also showed them where the solar farm and the road access was going to be which would be a good distance from Ms. Matthews home.
- > Matthew Peeler: Mr. Peeler asked what the distance was from Ms. Matthews' property line and the first panel of his solar farm. Mr. McLaughlin said it was roughly 200 feet.

Chair Cole asked Ms. Matthews to come forward and be sworn in. Ms. Matthews owns a home at 708 Ocean Highway South and at 733 Ocean Highway South. She then presented the following letter along with articles referenced in her letter:
November 7, 2016

To: Perquimans County Board of Commissioners
Janice Cole, Chair
Kyle Jones, Vice Chairman
Fandella Leigh
Edward Muzzulini
Wallace Nelson
Matt Peeler

Re: Conditional Use Permit No. CUP-16-04 from Heath McLaughlin for Sun Farm, V, LLC for a Large Scale, Ground-mounted Solar Power Energy System Facility

First, I believe we can coexist with green energy—solar farms, windmills, etc., if they are strategically placed so they do not infringe on local residential properties or detract from the integrity and beauty of the county's landscape. We need Green Energy to protect our environment and natural resources. At the same time I sincerely hope this Board will also protect the agricultural, aesthetic, and cultural integrity of our county and its residents.

As the property and residential owner of 708 Ocean Hwy S, adjacent to the proposed solar farm, and 733 Ocean Hwy S, on the opposing side facing the proposed solar farm, I have real concerns not only for myself but also for the future of this county and its residents. The following reasons followed by supporting articles, hopefully, will clarify my concerns:

(1) Original intent of RA Zone

Placement of the proposed large-scale solar farm in this RA Zone doesn't follow the original intent of the zoning ordinance. According to Article VI Section 604, "The Rural Agriculture District is designed to reflect the pattern of development in rural Perquimans County. The intent of this district is to preserve and protect current uses and way of life and also to protect property rights." Also Section 903 states: "...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." And again, in Section 604, that the Board will assure that the issuance of the Conditional Use Permit will "prevent incompatible processes normally associated with commercial or industrial uses from adversely impacting adjacent or nearby residential uses or districts."

A large-scale solar farm in the proposed installation area, an area originally intended for Agriculture use only and occupied by county residents, doesn't comply with the intent or spirit of this ordinance.

Solar Farm site placement concerns are referenced by the following articles:

According to the research of Carole Blackmore, a resident of Orange County, even "Current solar recommendations in this country and abroad are that new installations be incorporated into residential or commercial roofing, Industrial or Commercial Zones, or previously

disturbed locations, and not in Rural Agricultural Zones." The Massachusetts Dept. of Energy also "strongly discourages designating locations that require significant tree cutting, because of the importance of water management, cooling, and climate benefits trees have." (Study Weekly, May 29, 2014)

Carnegie Science's Rebecca R. Hernandez, (now at UC-Berkeley and Lawrence Berkeley National Lab) addresses the construction of solar sites in California and assesses the site impact of solar energy facilities there where a majority of the sites are located in "natural California shrub- and scrublands . . ." She states that the farther these facilities are from existing transmission infrastructure, the more adverse the economic, energetic, and environmental consequences and the "new transmission corridors degrade the natural environment" so it is very important to plan carefully for the siting of these facilities. She concludes it is better "to locate installations in areas already affected by humans, such as landfills, over parking lots, and nearest to where the energy is being consumed." ("Solar Energy's Land-Use Impact" Carnegie Science, Washington, DC, October 19, 2015) ("Solar: A Look at How the Sun Affects the Land," Forbes Magazine, October 23, 2015)

(2) Effect on resale value and rental potential of adjoining property.

There are varied opinions as to the effect on property value. Sometimes it depends on the appraiser as evidenced in a hearing in Orange County in which one appraisal said there would be no effect on homes near the property; this appraisal was done by an appraiser hired by the solar energy company. A second appraisal hired by residents found that ". . . home and property values contiguous to Sunlight Partners Proposal [for a solar farm installation] would decline 10 to 35%." (Study Weekly)

If purchasing a property, I would not want land or a home surrounded by solar panel.

(3) Effect on the future of farming.

Dr. Ron Heiniger, a crop specialist at the Vernon James Research Center, discusses how Solar Farming is changing the future of farming here in NC and points out facts that should be considered before signing a contract to lease land for solar farming:

Fact 1: Solar farming will change the future productivity of the land.

Fact 2: Because of this lost productivity and the resulting changes in the farming communities caused by the loss of land, it is highly unlikely this land will ever be farmed again.

Fact 3: You, (the Land Owner), would be stuck with the cost of decommissioning these solar farms.

Fact 4: Solar farming is not good use of our land.

(See referenced article: "Solar Farming: Changing the Future of Farming")

(4) Effect on local and state economy

To elaborate on Dr. Heiniger's concern about decommissioning cost, he concludes that although most solar operators have a decommissioning plan or post a bond to cover the costs of decommissioning; however, solar companies elect to lease the land rather than buy it. Why? These panels are considered toxic waste due to the use of metals like cadmium and rare earth elements. The panels, which have an expected life span of 20 years, cannot be placed in landfills and are not accepted for recycling. So who pays for the disposal and restoration of the site—the landowner, the county, the taxpayers?

He continues: "It is costing NC taxpayers \$124 million dollars in lost tax revenues [and that] this loss is expected to grow to \$2 billion by 2020 to enable these farms to remain viable.

Dr. Herbert Eckerlin, NC State Senior Extension Specialist in the Dept. of Mechanical and Aerospace Engineering and a "strong proponent of solar and renewable energy," addresses these same economic concerns in "Unintended Negative Consequences of NC Solar Farms." (August 6, 2015) He states that solar power faces tremendous challenges (1) to provide continuous reliable power to our industrial society. Solar power is available to us about five hours a day and, at present, cannot deliver power continuously at different times of the day under all kinds of weather conditions. Thus it is highly overrated. He also concludes that "Due to solar power, the cost of electricity is going to increase for industry and residential customers, hindering job creation. (2) the effect of tax credits on the state's economy: "In 2014, for example, the tax credit incentive program enabled solar farm investors to reduce their overall tax obligation to the state by a total of "\$124 million. This is a significant benefit for solar farm investors and a significant loss to state government. This loss in revenue, "affects a host of issues (salary increases for our teachers and state employees, economic development, highway construction)," He points out that "That figure will increase because so many more solar farms are being built. . . We can't continue down this path if we want our state and our people to prosper." He states: "New legislation also is needed to shift the costs of solar projects from taxpayers to solar developers And an educational program should be launched to inform legislators, industrial leaders, the media, and the general public on the potential and limitations of clean energy technology and the effect of tax credits on the state's economy."

(5) Effect on tourism, population growth, aesthetics of landscape, homeowners

Locating solar farms on Ocean Hwy 5, a main corridor to our town and county, is not in keeping with our town and county's goals of attracting tourists and potential residents. We pride ourselves on the beauty of the landscape, a landscape of agricultural and natural resources that draws people here. Our county has an agricultural heritage, not an industrial one. Retirees come here to live to escape industrialized landscapes, not to reside in them. The proposed solar farms will have a negative visual impact on local and non-local people travelling on this major corridor to our county and town. One has only to see existing solar facilities, such as the one already located less than a mile from the proposed site for the 700 block of Ocean Hwy, to see that aesthetically, it is not pleasing and "compatible" with the area. Lack of maintenance and upkeep results in weeds growing in the fences in the area surrounding the facility, in addition to the visual impact from the highway, the proposed solar farm for the 700 block also is adjacent to or in close proximity to people's homes where they will be affected by the visual impact of seeing solar panels every day. (See attachment by Kim Whitley addressing landscape maintenance).

(6) Potential effects

Taken from: "Anything Can Go Wrong on a Solar Farm" by Maureen McHale in Online Trade Magazine:

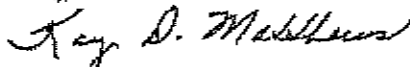
- (a) Ground erosion
- (b) Transformer Leakage
- (c) inverter damage: may affect safety of those in proximity
- (d) Broken conduit: possibility of "causing a fire and personal hazards"

(7) The unknowns

- (a) What is the benefit to county citizens—income tax revenue, lower utility bills?
- (b) What happens if the companies go bankrupt?
- (c) How will access points affect highway traffic and current residences?
- (d) What are the long term effects and future implications of having these solar farms? Are there any known toxic, phytotoxic or other persistent noxious material residues associated with solar farming. The truth is there are no long term studies because solar farms have not been around long enough to study the effects.

It goes without saying that some of the landowners who are petitioning for this Conditional Use Permit, do not live here. They have no real vested interest in protecting our county, especially its agricultural, aesthetic, and cultural integrity. As a resident for 66 years I hope you will protect our residents, our homes, and our county's heritage.

Sincerely,



Kay D. Matthews

Chair Cole asked Mr. Laughlin if he had any questions for Ms. Matthews. He asked Ms. Matthews why she had not come to any of the previous meetings because he would have loved to discuss these issues with her prior to tonight's meeting because much of the information she had was outdated. Ms. Matthews began to explain why she had not attended the meetings but Chair Cole said it did not matter why she did not appear previously. Ms. Matthews was here tonight to express her concerns. Chair Cole asked if the Board had any questions of Ms. Matthews. There being none, Chair Cole asked Mr. McLaughlin if he had any rebuttal to Ms. Matthews concerns. He addressed the following items:

- > These solar farms are designed to have minimum impact on surrounding property owners and he will quickly address the several issues she has presented.
- > Rural Way of Life: He does not think that a 4 to 5 foot structure would have a sighting impact on the area. Given the distance back from the road and from her property and the buffering, he does not feel it have an impact on her property.

- > **Commercial & Industrial Use:** With regard to spilling of oil and contaminants, he feels that all the solar panels will be spilling in sunshine. People were concerned at one point in history about the oil and gas spills from tractors and other farm equipment. Over time, people have adjusted to that. He does not feel that her property would be impacted with this anymore than it already is.
- > **Property Value:** He understands her concern but feels that this particular property has a really solid tree stand behind it and we need to make sure that it stays thick. With that being said, as the developer, he will be working with the property owner to make sure that he satisfies her concerns.
- > **Placement of Project:** Mr. McLaughlin said that he feels that this is a good place to build the solar farms because there were only six property owners abutting these solar farms so that it would be a minimum impact to the community.
- > **Tree Cutting:** Mr. McLaughlin stated that he has no plans to do tree cutting at this time.
- > **Infrastructure:** Mr. McLaughlin said that the infrastructure is already there so it would be no impact there.
- > **The Home Being Surrounded on Three Sides of Property:** Mr. McLaughlin said that every effort would be made to mitigate with property owner to develop a compromise.
- > **Impact on Agriculture:** Mr. McLaughlin did agree that it would impact agriculture but that the farmer would still be able to farm and income is income whether it be from farming or from leasing the land.
- > **Dr. Heiniger and Dr. Eckertlin:** Mr. McLaughlin said that he has met both of these individuals and, for the past few years, they have gone to these meetings with the sole purpose of bringing information that is not relevant or up to date. Much of their testimony has been disputed.
- > **Toxic Chemicals:** Mr. McLaughlin said that both Dr. Heiniger and Dr. Eckertlin do not understand that there is no toxic chemicals in these solar farms.
- > **Ground Contamination:** Mr. McLaughlin understands that there is ground contamination with the current tractors, heavy equipment, and farm equipment. There is no ground contamination with solar farms.
- > **Tourism & Landscaping:** He feels that this is a minor issue. It will not be visible from the highway but for a few seconds.
- > **Property Rights:** He feels that everyone has the right to use their property as they wish.

Chair Cole asked the Board if they had any other questions. Commissioner Nelson asked Mr. McLaughlin what other projects he had worked on in the area. Mr. McLaughlin said that within the area he has worked on eight (8) sites and, of those, he has worked on three (3) in Perquimans County. Mr. Nelson asked Mr. McLaughlin which three (3) they were and he said that he had worked on the Two Mile Desert site across from the Dominion Substation, the Belvidere Road site, and the Snug Harbor site. Mr. Peeler asked if he was associated with those three (3) and Mr. McLaughlin said that he was not associated with worked on the early stage planning on them. There being no further comments or questions, Chair Cole closed the first two Public Hearings at 7:35 p.m. and began the third Public Hearing.

Conditional Use Permit Nos. CUP-16-03 - Tildon Whitehurst, Jr.: Chair Cole stated that the purpose of the third Public Hearing was to receive public comments on the consideration of Conditional Use Permit No. CUP-16-03, requested by Tildon Whitehurst, Jr. to conduct a Sand Mining Operation to excavate a 10.80 acre pond on a 41.746 acre tract known as Tax Parcel #5-0035-0023. There were twenty (20) people present. Chair Cole asked Rhonda Money to come forward and be sworn in. Ms. Money provided an overview of the project and informed the Board that the Planning Board approved the request at their October 11, 2016 meeting. The only topic of concern at the Technical Review Committee and the Planning Board Meetings was the ditch that runs north and then makes a sharp turn northwest across the middle of the parcel. That issue is addressed in Condition No. 7 on page 2 of the draft Conditional Use Permit No. CUP-16-03 that states, "(7) When the ditch that flows north then turns northwest across the middle of the parcel is redirected, it shall be redirected into another ditch, either beside the Cooper property or the Meads property to flow northeast toward the swamp. It shall not impede drainage upstream from neighboring properties." Chair Cole asked if Mr. Whitehurst would like to add anything. Mr. Whitehurst said that he did not unless the Board had any questions. Chair Cole asked the Board if they had any questions. The following questions were asked after Chair Cole swore in Mr. Whitehurst:

- > **Matthew Peeler:** Mr. Peeler asked where is the sand being mine where we can say that sand mining is already being done in this area. County Manager Heath pulled up the subject property on the screen and Mr. Whitehurst pointed out that all the ponds in this area have been mined by him. Mr. Peeler further asked that, after he had mined the area, how did he get the sand off of the property. Mr. Whitehurst said that he has a 75-foot easement along the property line. His plan is to have another easement along the other side of the road. He has already had this worked out with the NCDOT. Mr. Peeler asked if the abutting property owner had ever complained about this mining. Mr. Whitehurst said that the only complaint he had earlier in his mining operation was the dust which he fixed and he will continue to do this for the new mining operation.

Mr. Whitehurst also discussed the ditch that the Technical Review Committee and Planning Board had discussed and said that it could be regraded. The State has come and reviewed the area and confirmed that it is a drainage ditch and not a stream. There being no further questions or comments, Chair Cole closed the Third Public Hearing at 7:45 p.m.

AGENDA

On motion made by Edward R. Muzzulini, seconded by Fondella A. Leigh, the Board unanimously approved the Agenda as amended.

CONSENT AGENDA

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

1. **Approval of Minutes:** October 3, 2016 Regular Meeting, October 17-18, 2016 Continued Quasi-Judicial Hearing Minutes, and October 22, 2016 Continued Quasi-Judicial Hearing
2. **Tax Release/Refund Approvals:**

PERQUIMANS COUNTY TAX RELEASES:

Revell, Elbert Est. _____ \$147.63
 c/o Virginia Revell. 2009 Doublewide was valued at \$80,900 in error during revaluation. The value should have been \$55,000. Account No. 527201.

Mediacom Communications Corporation _____ \$786.30
 Mediacom's listing information had their property listed in incorrect locations. New accounts were created to list the properties in the correction locations. Account No. 356016.

Bong, Charles & Barbara _____ \$624.72
 Assessment correction. House had been assessed at more square footage than it actually had. Account No. 259725.

PERQUIMANS COUNTY TAX REFUNDS:

Cox, Dennis & Lisa _____ \$197.12
 Wells Fargo made a payment on the wrong parcel. The parcel they should have paid on is located in Gates County. Account No. 116914.

Privott, Joe _____ \$122.13
 Credit balance on account; to be credited towards delinquent taxes. Account No. 258

3. **Personnel Matters:**

Employee Name	Employee Job Title	Action Required	Grade/ Step	New Salary	Effective Date
Debbie Lyman	EMT-I Part-Time/Fill-In	Resignation			10/1/2016
Heather Bray	EMT-I Part-Time/Fill-In	Resignation			10/25/2016
Jacqueline Downing	Fill-In Telecommunicator	Resignation			10/20/2016
Wilma Jordan	Fill-In Telecommunicator	Resignation			11/14/2016

4. Step/Merit Increases:

Employee Name	Employee Job Title	Grade /Step	New Salary	Effective Date
Cartwright, Keely	Full-Time Telecommunicator	60/2	26,048	11/1/16
Powell, Lauretta	IMC II	63/1	28,999	11/1/16
Thornton, Janice	IMC II	63/1	28,999	11/1/16
Jackson, Brenda	Part-Time Recreation Housekeeper	54/6	\$10,60/hr.	11/1/16

5. Board Appointments: The following Board appointment/reappointments were approved by the Board:

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Reed, Deborah	Board of Adjustment (Alternate)	Reappointment	3 yrs.	11/1/2016
Smith, Lewis	Planning Board	Reappointment	3 yrs.	11/1/2016
Darwin, Kisha	Home & Community Block Grant Committee	Reappointment	3 yrs.	11/1/2016
Preler, Matthew	RPO Transportation Advisory Committee - Alternate	Reappointment	2 yrs.	11/1/2016

6. Budget Amendments:

BUDGET AMENDMENT NO. 5
GENERAL FUNDS

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-018	Mentoring Focus - Local		
10-672-370	Mentoring Focus Funds	1,000	
EXPLANATION: Increase local funds for FY 16/17 due to grant funds received from NC Community Foundation.			

7. Resolutions: The following Resolutions were unanimously approved by the Board:

> **Resolution Authorizing Sale of Certain Surplus County Property:** During the Budget process, several departments asked to dispose of vehicles according to the Vehicle Replacement Policy. The Board adopted the following Resolution:

RESOLUTION AUTHORIZING SALE
OF CERTAIN SURPLUS COUNTY PROPERTY

WHEREAS, the Perquimans County Board of Commissioners desires to dispose of certain surplus property of the County;

NOW, THEREFORE, BE IT RESOLVED by the Perquimans County Board of Commissioners that:

1. The following described vehicles are hereby declared to be surplus to the needs of the County:

YEAR MODEL	VEHICLE # MAKE	YEAR MODEL	VEHICLE # MAKE
2008 Ford	8676 Explorer	2010 Ford	1070 Fusion
1998 Ford	6413 Van-R	2010 Ford	3927 F150

2. The County Manager is hereby authorized and directed to proceed on behalf of the Perquimans County Board of Commissioners to sell these surplus items on GovDeals.

3. The County reserves the right to reject any or all bids and decide not to sell the property at any time during this process.

4. The County Manager, in accordance with State law, shall cause a summary of this resolution to be published once in a newspaper having general circulation in the County and place it on the County's website. After not less than ten (10) days from the date of publication, the County Manager is authorized to sell the above-described property to the highest bidder.

Adopted this the 7th day of November, 2016.

ATTEST:

Janice McKenzie Cole, Chair

Mary P. Hunicutt, Clerk to the Board

> **Resolution Supporting the Upgrading of US Highway 17 in NE North Carolina to Interstate Standards:** The Counties along NE North Carolina are being asked to adopt a Resolution supporting the upgrade of US Highway 17 to Interstate Standards. The Board adopted the following Resolution

RESOLUTION BY THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS SUPPORTING THE
UPGRADING OF U.S. HIGHWAY 17 IN NORTHEAST NORTH CAROLINA TO INTERSTATE STANDARDS

WHEREAS, US Highway 17, the Ocean Highway, was once the primary north-south transportation route in the coastal plain of eastern North Carolina; and,

WHEREAS, US Highway 17 continues to be the primary corridor of trade for northeastern North Carolina; and,

WHEREAS, there is a substantial amount of poverty, unemployment, underemployment, and economic distress in northeastern North Carolina due to the lack of economic opportunity that adequate highways can help to provide; and,

WHEREAS, US Highway 17 as part of the proposed I-87 Interstate Route will enable northeastern North Carolina to recruit and retain industrial jobs whose companies require access to interstate-quality highways to link products and services to eastern US markets; and,

WHEREAS, the Ports of Virginia are cooperating in the joint Virginia-North Carolina effort to expand Foreign Trade Zone #20 from southeastern Virginia into northeastern North Carolina including Currituck, Camden, Pasquotank, Perquimans, Chowan, Bertie, Gates, and Hertford Counties; and,

WHEREAS, waterborne foreign imports accessing the United States through Ports of Virginia and Ports of North Carolina via the emerging Piedmont Atlantic Megaregion will be transported along U.S. Highway 17 as identified within the North Carolina Maritime Strategy; and,

WHEREAS, the completion of the I-87 Interstate Route from the Ports of Virginia to Raleigh will require funding and work over many years; and,

WHEREAS, the upgrading of US Highway 17 to interstate standards can coincide with the expansion of Foreign Trade Zone #20 into the area, creating a synergy to ignite economic development in northeastern North Carolina.

NOW, THEREFORE, BE IT RESOLVED THAT THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS DOES HEREBY REQUEST THE UPGRADING OF US HIGHWAY 17 IN NORTHEASTERN NORTH CAROLINA TO INTERSTATE STANDARDS BE FUNDED IMMEDIATELY AND THE PLANNING AND COMPLETION OF THIS PORTION OF INTERSTATE I-87 BE UNDERTAKEN AS QUICKLY AS POSSIBLE.

This the 7th day of November, 2016.

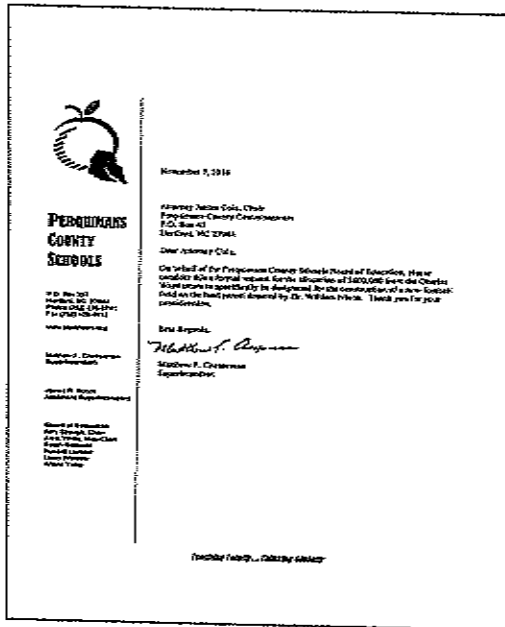
Clerk to the Board

Chair

MR. MATTHEW CHEESEMAN, SCHOOL SUPERINTENDENT

After giving a report on the progress of the Perquimans County Schools, he informed the Board of their progress on the Athletic Complex. Chair Cole congratulated Mr. Cheeseman on this improvement.

He then presented the following letter requesting that the \$600,000 from the Charles Ward Estate be designated for the Athletic Complex:



Mr. Cheeseman presented information on the costs for a football field for the first phase of the Athletic Complex and said that this \$600,000 would help greatly toward seeing this field built. Chair Cole asked if there were any questions from the Board. Commissioner Peeler asked if the three items that Mr. Cheeseman mentioned would be covered with the \$600,000. Mr. Cheeseman said that the following quotes have been presented to them:

Vendor	Items Built	Projected Costs
Mesco Lighting	Lighting for the Football Field	\$285,000
American Press Box Company	Press Box/Bleachers built on site in 7 days	\$241,000
Sod		Donated

Mr. Cheeseman has been working closely with the Nixon family and has also talked with the architect that prepared the Library Project and they have agreed to meet with them on November 21st to start drawing up plans for a new outline as required by Dr. Nixon. Commissioner Nelson asked if Mr. Cheeseman is still negotiating with Dr. Nixon. Mr. Cheeseman said that he has been working with Ed Nixon. Mr. Nelson asked that, after you get the drawings completed, would they begin working on getting the cost figures for the project. Mr. Cheeseman said that he already knew the numbers. County Manager Heath asked about the site work, parking, etc. Mr. Cheeseman said that those items would come from their lottery funds. He further stated that he would have more information after working with the architect. In addition, he asked if he could provide a monthly report to the Board on this project. Commissioner Peeler stated that the previous design project costs were around \$6 million. For your vision, what do you think those costs will be. Mr. Cheeseman said that it would probably be around \$3 million. Matthew Peeler made a motion to dedicate, earmark this \$600,000 for the Athletic Field. Edward R. Muzzulin seconded the motion. After the discussion on Budget Requests at the time it was made, Chair Cole feels that this is not a new issue. Commissioner Peeler agreed that it is not a new issue. Commissioner Nelson has concerns about, if it does not take place, is there some plan to fall back on. Commissioner Jones asked if the Board has ever done anything like this before. County Manager Heath said that not to this extent but that is possible for local government to do this. It will be part of the record that these funds will be designated for this project and they would remain there until they are needed for this purpose. Chair Cole would oppose this because she thinks that it is premature at this time. She further stated that she feels that this money needs to be used toward the Athletic Complex. She further feels that this Board has shown its intentions by moving forward with the Library Project and obtaining the financing for that project without using this \$600,000. She does not see that it is necessary to vote on this at this time when we do not have anything in front of us to substantiate it. Commissioner Jones agreed with Chair Cole. Commissioner Peeler said that the Board did that with the Library Project and, if we want to have a football field across from the High School by 2017, we need to move now. Chair Cole disagreed in that we did have architectural drawings and everything prior to the Board moving forward with borrowing the money to fund the Library Project. She then called for a vote. The motion did not pass. The vote was three (3) to three (3) with Commissioners voting as follows: Yeas - Edward R. Muzzulin, Wallace E. Nelson, and Matthew Peeler; Nays - Fondella A. Leigh, Kyle Jones, and Janice McKenzie Cole. She thanked Mr. Cheeseman for coming to the Board and hoped that they would continue to work on the project. Mr. Cheeseman said that he would have to bring it up again to the Board of Education and let them decide how to proceed. Chair Cole wanted to clarify it with Mr. Cheeseman that the Board was not denying them the \$600,000 but they do not think it is feasible at this time to designate it for the Athletic Complex. Mr. Cheeseman said that he did understand.

BILL JENNINGS, TAX ADMINISTRATOR

Mr. Jennings explained that, last month, he reported that the individual that appealed his property assessment to the Board of Equalization & Review had taken his case to the Property Tax Commissioner. His case was due to be heard last Thursday but the gentleman pulled his complaint and did not want to proceed with the hearing. The Tax Office has just started working on six foreclosures. The abstracts came in today and their part-time Tax Lister will be coming in to list their personal property. Their office is coming into the busiest time of the year with the collection of ad valorem taxes.

JONATHAN NIXON, EMERGENCY SERVICES DIRECTOR

Mr. Nixon presented three (3) items for Board review and action:

1. Mr. Nixon presented the bids for a new EMS Billing contract that they requested on July 18th and received on August 12th. They held a staff meeting on October 6th to meet with the two lowest bidders. He presented the Board with the following Board Summary of the Bids:

Perquimans County RFP - Ambulance Medical Billing & Collection Services

Bid Proposals Due: Friday, August 12, 2016 at 4:00 PM EST

All bid proposals must meet the following minimums:	Firm Names			
	AMB	Colleton Software	EMS MC	Quick Med Claims
1. Be in writing, substantially complete, and signed by an authorized agent of Firm	✓	✓	✓	✓
2. Be physically sealed in an envelope conspicuously labeled as "BID PROPOSAL" bearing the name and address of the submitting Firm	✓	✓	✓	✓
3. Be addressed and actually delivered to the first address listed on the RFP cover page before the stated deadline via USPS mail, parcel delivery service, or other physical delivery	✓	✓	✓	✓
4. Include one (1) original and three (3) complete copies of the entire bid proposal package	✓	✓	✓	✓
5. Provide an electronic copy of the complete package in one single PDF document, delivered via CD or 1156 Flash Drive with the bid proposal package	✓	✓	✓	✓
6. E-verify Affidavit	✓	✓	✓	✓
7. Bid Certification Form	✓	✓	✓	✓
8. Percentage Fee	3.95%	5.90%	6.75%	6.70%
2016 Projected Revenue	\$419,689	\$529,614	(2015 Actual \$389,490)	

It is the Committee's recommendation that the Board authorizes the Chair and County staff sign the contract with Colleton Software after County Attorney High's review and recommendation. Commissioner Nelson asked what the projected collection rate was. Mr. Nixon said that in 2015 EMS MC billed \$889,498 and collected \$389,490. County Manager Heath provided a breakdown of the current payments - Medicare (80%), Medicaid (70%), insurance (50-60%), and self-pay (0%). Commissioner Peeler is looking at the projected revenue figures. He feels that EMS MC is not doing what they are supposed to do. County Manager Heath and Mr. Nixon said that this is why we are at this point tonight. On motion made by Wallace E. Nelson, seconded by Matthew Peeler, the Board unanimously authorized the Chair and County staff to sign a 3-year contract with Colleton Software effective January 1, 2017 after County Attorney High's review.

2. The next item Mr. Nixon presented was the Public Assistance Authorization. County Manager Heath presented the form and explained that this will be used to assist with the funding assistance for FEMA from the damages sustained from Hurricane Matthew. Mr. Heath explained that his name will be placed under Primary Agent and Jonathan Nixon will be placed under Secondary Agent. This form just allows us to sign on behalf of our citizens to obtain the assistance that they need due to damages from Hurricane Matthew. Edward R. Muzzulin made a motion to authorize the County Staff to sign the Resolution for Designation of Applicant's Agent. The motion was seconded by Wallace E. Nelson. Commissioner Peeler asked what County agencies will be impacted during this period of operation. County Manager Heath said that the County Manager's Office, Jonathan's Office, and Social Services will be the agencies with the County Manager's Office being affected mainly by this Resolution. The Board unanimously authorized County Staff to sign the following Resolution:

RESOLUTION DESIGNATION OF APPLICANT'S AGENT North Carolina Division of Emergency Management	
Organization Name (hereafter named Organization)	Disaster Number:
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):	
Applicant's Fiscal Year (FY) Start	Month: Day:
Applicant's Federal Employer's Identification Number	
Applicant's Federal Information Processing Standards (FIPS) Number	
PRIMARY AGENT	SECONDARY AGENT
Agent's Name	Agent's Name
Organization	Organization
Official Position	Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
Facsimile Number	Facsimile Number
Pager or Cellular Number	Pager or Cellular Number
BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this _____ day of _____, 20__.	
GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title	Name

Name and Title	Official Position
Name and Title	Daytime Telephone
CERTIFICATION	
I, _____ (Name) duly appointed and _____ (Title)	
of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and	
approved by the Governing Body of _____ (Organization) on the _____ day of	
_____, 20____.	
Date: _____	Signature: _____
Rev. 06/02	

3. The last item Mr. Nixon had was for information only. If anyone needs assistance, please let Jonathan's Office know by providing the individual's name and address. The following Emergency Services Press Release will be placed on the website and he hopes that all will spread the word:

EMERGENCY SERVICES PRESS RELEASE - FOR IMMEDIATE RELEASE
Monday, November 7, 2016 - 5:00 P.M.

Perquimans County was designated a FEMA IA (Individual Assistance) County on Thursday, November 3, 2016. As a result two programs will be available for citizens this week:

1. **Disaster Food & Nutrition Program.** The D-SNAP program will be on Wed & Thurs (Nov. 9 & 10) and Mon - Wed (Nov. 14 - 16) from 8:00 A.M. until 7:00 P.M. each day at the Perquimans Social Services Building (103 Charles Street in Hertford, NC). The extended hours are to accommodate citizens that need to apply for disaster benefits due to damage or food loss because of Hurricane Matthew.
2. **FEMA Individual Assistance.** A FEMA team will be in Perquimans County Wed - Fri (Nov. 9-11) visiting areas of Perquimans County where known flooding occurred. If you would like for a FEMA representative to visit you please contact the Perquimans Emergency Services Office at 252-426-5646 Mon-Fri from 8am-6pm. We will need a name, address and phone number to give to FEMA staff.

Commissioner Peeler asked about the requirement that a certain number of homes had to be without power for a period of time to be eligible for this program. Mr. Nixon said that he thought about this too and asked them about this requirement and was told that we had been approved for Individual Assistance and this requirement would not apply.

PHILLIP MCMULLAN & SANDY STEVENSON, NEWBOLD-WHITE HOUSE

Mr. McMullan who is the current President of the Perquimans County Restoration Association introduced Sandy Stevenson who is going to become the next President. They came forward tonight to take the opportunity to thank the Perquimans County Board of Commissioners for their contribution to the Newbold-White House this Fiscal Year 2016-17. It will go toward the upkeep of the property and is very much appreciated. In addition, Mr. McMullan read the following letter:

Presentation to the Perquimans County Board of Commissions, November 7, 2016

I would like to put in a good word for Leo Higgins, who made it possible for Perquimans County to have its highly successful Senior Center in the old Business Development Center.

The Business Development Center was the last remaining active project of a 501c non-profit called Perquimans 20/20 Vision. This non-profit was organized 21 years ago by Mayor Bill Cox and a bright group of Perquimans residents who came to ECSU and participated in a Rural Leaders Program. Perhaps the brightest of the group was a young lady by the name of Fondella Leigh. Another who attended the program, Willie Anne Bines, was the first chairman of the organization. Perquimans 20/20 began with a major county planning session where objectives were laid out for the county. Under the direction of Leo Higgins, with Mayor Fred Yates as Board Chairman, 20/20 then set out to meet these objectives. Ten years later we held a second planning session where we celebrated the many objectives that had been met.

In carrying out the objectives, 20/20 quietly served as the umbrella organization for a number of projects and new non-profit organizations. In addition to the Business Development Center and health, education, and juvenile justice grant programs, 20/20 incubated the Main Street Program, the Perquimans Arts Council, and the Albemarle Charale. Those of us who were involved in the beginning moved on to other activities, but Leo stayed with 20/20. With the State and County showing declining interest in a small business program, Leo decided that the Center's building could serve the county for a more needed activity. Because retirement had become our county's most important economic engine, Leo concluded that improved recreation opportunities for our seniors would greatly support this economic engine.

Leo Higgins directed the Small Business Incubator Program in the Business Development Center for 13 years. Before the county purchased the building for the Senior Center, Leo's operation was solvent and had paid off 13/20 of the debt on the building. Having reduced the debt that far and knowing the bankruptcy court wanted to sell off its properties, Leo and his board recommended that the County offer \$25,000 for the building to the bankruptcy court and the court accepted.

When the Perquimans Weekly announced the purchase of the BDC building, there was no mention of Leo's role. Although he is not one to seek recognition, I respectfully request that we in Perquimans are overdue in recognizing what Leo has contributed to this County as leader of Perquimans 20/20 Vision. Thank you for listening.

Phillip McMullan

Mr. McMullan concluded his remarks by thanking the Board for listening and presented his letter to Mary Hunnicutt, Clerk to the Board.

COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

Chair Cole asked if there were any Commissioner's Concerns or Committee Reports. The following report/concern was discussed:

- > **Commissioner Nelson:** Mr. Nelson would like for us the request that the Planning Board revisit the Solar Farm section of the Zoning Ordinance. Commissioner Peeler agreed with Mr. Nelson. Chair Cole asked for a motion. On motion made by Wallace E. Nelson, seconded by Matthew Peeler, the Board requested the Planning Board review the Solar Farm section of the Zoning Ordinance and make recommendations to the Board of Commissioners. The motion was unanimously approved.

UPDATES FROM COUNTY MANAGER

County Manager Heath presented the following updates:

- > **WWH Coastwise Merchant Mariners:** Mr. Heath explained that, in their Agenda Packet, there was a letter from Mr. Don Horton who thanked the Board for their efforts in requesting that some WWH Merchant Marine women and school children be recognized as veterans for their services. His request has now become law. Mr. Horton wanted to make sure that the Board knew how much he appreciated their efforts.
- > **Boat Ramp Project:** After much research, Mr. Heath has determined that the National Oceanic & Atmospheric Administration is the hold up on obtaining our permit for the Boat Ramp Project. With the help of Peter Williams of the Perquimans Weekly, Mr. Heath has received a contact name at the Public Affairs Office at NOAA that should agree to assist us in obtaining that last permit before we can proceed.
- > **Public & Individual Assistance for Hurricane Matthew:** Mr. Heath said that, with the County receiving both the Public and Individual Assistance for Hurricane Matthew, many doors will be opened for funding, loans, and grants up to \$32,000 that would assist individuals that received damage during Hurricane Matthew. He appreciated Jonathan Nixon for working so hard on obtaining that designation.

- > **Early Responders:** Mr. Heath wanted to thank Jonathan Nixon, the EMS Staff, the 911 Dispatchers, Jarvis Wireslow, the Sheriff's Department, and other agencies for their early response to Hurricane Matthew.
- > **Library:** Mr. Heath reported that the exterior foundation is nearly complete. They are hoping to start block work on that and to start the metal framing of the building soon. Tildon Whitehurst, a local business, did a great job on the job site preparation.
- > **Golden Leaf Grant:** Last month, Mr. Heath mentioned that Golden Leaf had invited Perquimans County to apply for their Major Site Development Initiative. Mr. Heath said that he has applied for \$6.6 million for Phase 1 of the Marine Industrial Park Basin. The decision for awarding the grant will be made during the first part of December. If we do not get the entire \$6.6 million, we can apply to Industrial Development Fund or EDA to get the remaining funds. He explained the process.

PLANNING BOARD ITEMS

Chair Cole stated that it was time to take action on the following Planning Board items:

Conditional Use Permit No. CUP-16-02 & CUP-16-04 by Heath McLaughlin: A Public Hearing was held earlier in the meeting to receive citizens' comments to (a) receive public comments on the consideration of Conditional Use Permit No. CUP-16-02, requested by Keith McLaughlin (for Alpha Value Solar, LLC) for a Large Scale, ground-mounted Solar Power Energy System Facility in the 700-block of Ocean Highway South (US Hwy. 17), to include Tax Parcel Nos. 3-0049-0010A and 3-0049-00016; and (b) receive public comments on the consideration of Conditional Use Permit No. CUP-16-04, requested by Heath McLaughlin (for Sun Farm V, LLC) for a Large Scale, ground-mounted Solar Power Energy System Facility in the 700-block of Ocean Highway South (US Hwy. 17), to include Tax Parcel Nos. 3-0049-00012 and 3-0049-00013. Chair Cole stated that the Board had received new information tonight and that they had not had time to review it properly and asked how the Board wanted to proceed. Commissioner Peeler said that he would like to have time to review the information and to receive a transcript of tonight's meeting prior to making his decision. Mr. Peeler recommends that the applicant reapply and allow the new Board to make a decision in December. Commissioner Jones stated that he feels that we could resolve this issue at their next meeting on December 5, 2016 which would give the Board ample time to review the materials. Therefore, Kyle Jones made a motion to table the matter until their December 5, 2016 meeting and handle it prior to the new members being sworn in. The Board unanimously approved his motion. Then, Chair Cole reminded Commissioner Jones that we were going to have a Special Called Meeting on November 21st. Mr. Jones requested that he pull his motion so that he could restate the motion to table it until the Special Called Meeting on November 21st. Therefore, Commissioner Jones made a motion to table the action on these two CUP's until the Special Called Meeting on November 21st. The motion was seconded by Edward R. Muzzulini. With regard to the transcripts, Chair Cole asked Mary Hunicutt, Clerk to the Board, if she would be able to provide the Minutes of tonight's meeting and get it to the Commissioners as soon as she can. She said she would try. The motion was unanimously approved.

Conditional Use Permit No. CUP-16-03 by Tildon Whitehurst, Jr.: A Public Hearing was held earlier in the meeting to receive citizens' comments to consider Conditional Use Permit No. CUP-16-03 requested by Tildon Whitehurst, Jr. Kyle Jones made a motion to find proposed Conditional Use Permit No. CUP-16-03 to be consistent and in harmony with the existing development pattern in and around 292 Weight Station Road in Hertford, NC; and to approve Conditional Use Permit No. CUP-16-03, to establish a Sand mine on the same parcel as 292 Weight Station Road (known as a portion of Tax Parcel No. 5-0035-0023), based upon compliance with the County minimum standards pertaining to buffers and screening and conditioned upon the list of conditions contained in the Conditional Use Permit, adopting the following Section 903 Findings to support the motion:

- (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.

The Board unanimously approved the following Conditional Use Permit No. CUP-16-03:

*Do NOT record this page
-Beginning of Conditional Use Permit document to be recorded-
Conditional Use Permit (Case No. CUP-16-03)
By Tildon and Patrick Whitehurst
for
Proposed Sand Mine
at 292 Weight Station Road, Hertford, NC
Do NOT record this page*

CONDITIONAL USE PERMIT NO. CUP-16-03 Page 1 of 4

On the date(s) listed below, the Board of Commissioners for Perquimans County met and held a public hearing to consider the following application:

Owner/Applicant: Tildon and Pattie Whitehurst, 233 Woodville Road, Hertford NC 27944
 Property Location: Tax Map § Block 0035 Lot 0023 (14.52 acre portion)
 Street Address: 292 Weight Station Road, Hertford, NC 27944.
 Zoning District: RA, Rural Agriculture District.
 Meeting & Hearing Dates: Planning Board on 10-11-16 & Board of Commissioners on 11-7-16.

Proposed Use of Property: In the applicant's attached letter to the Board of Commissioners they state, "We recently acquired an additional 41.746 acres from Minnie Bell Elliot off of Weight Station Road. As some of you are aware, we have been mining sand at this location from (sic) approximately 25 years. This new addition will have a permitted boundary of 14.52 acres located on the eastern end of the property.

For the mining rules and regulations, we are proposing a 25' unexcavated (undisturbed) buffer on the North, East and South side of the permit boundary. The remainder of our land adjoins on the West side of the permit boundary however we are stopping it at the existing 125' electrical transmission line.

We are proposing a 35' wide haul road running parallel to the northern property line, again maintaining the 25' unexcavated (undisturbed) buffer between the two. The road will primarily be built out of sand from the excavation. There will be a construction entrance at the beginning off of Weight Station Road per NCDENR requirements. This will help eliminate tracking onto the pavement."

CONDITIONAL USE PERMIT NO. CUP-16-03 Page 2 of 4

Having heard all the evidence and argument presented at the hearing(s), the Perquimans County Board of Commissioners finds that the application is complete, that the application complies with all applicable requirements of the Perquimans County Zoning Ordinance for the development proposed, and therefore approves the "Elliott Sand Mine, Hertford, NC" also known as Case No. CUP-16-03, subject to all applicable provisions of the Zoning Ordinance pertaining to sand mines and subject to the following conditions:

- (1) The Applicants shall conduct operations in accordance with the plans and application materials submitted to and approved by the Board of County Commissioners (BCC), a copy of which is contained in the County Planning & Zoning Office and recorded with the Perquimans County Register of Deeds Office with this CUP document.
- (2) Vegetative buffering shall be established in compliance with the North Carolina Department of Environmental Quality (NCEQ) permit.
- (3) Hours shall be limited for the quiet enjoyment of nearby residents from dawn to dusk.
- (4) The Applicants, firms and assigns shall ensure that the mining operation has met all applicable Federal, State and local regulations and permitting requirements.
- (5) No permits authorizing land disturbing activities shall be issued prior to compliance with all applicable regulations.

- (6) Sand mine area will only be accessible through a gated or closed private access road controlled by operator and landowner. "No Trespassing" signs will be posted. Six foot long metal stakes, covered by orange-painted PVC pipe driven approximately 2 feet into the ground, or similar markings, will be around the mine permit boundary.
- (7) When the ditch that flows north then turns northwest across the middle of the parcel is redirected, it shall be redirected into another ditch, either beside the Cooper property or the Meads property to flow southeast toward the swamp. It shall not impede drainage upstream from neighboring properties.
- (8) Permit applications are being submitted to Perquimans County Planning and Zoning Department, NCDEQ Energy, Mineral & Land Resources Division, and NCDEQ Division of Water Quality (for dewatering and storm water control). Excavation will not begin until all approved permits have been received by the operator. Yearly reporting and monitoring will be performed as required by all agencies.
- (9) Any Major Modification proposed to the approved plans shall require reapplication and approval by the Board of County Commissioners. "Major Modification" is defined as any departure from the conditions contained herein as well as "Any significant change in land use, and change in the project boundary and/or change that results in an increase in the density or intensity of the project, as shown and described in the approved Conditional Use Permit and Site Plans." However, it is understood that the conceptual layout of the mining operation as shown on the Site Plan may require minor adjustments.
- (10) The Applicants, heirs and assigns shall conduct operations strictly in accordance with plans and narrative submitted to and approved by the Board of Commissioners.

if any of the conditions affixed hereto, or any part thereof shall be held invalid or void, then this permit shall be void and of no effect.

CONDITIONAL USE PERMIT NO. CUP-16-03
Page 3 of 4

IN WITNESS WHEREOF, Perquimans County has caused this permit to be issued in its name, and the undersigned, being all the property owners of the property above described, do hereby accept this Conditional Use Permit, together with all its conditions, as binding on them and their successors in interest.

Janice Cole, Chair, Board of County Commissioners _____ Date _____

Attest: _____ (Seal)
Mary P. Hunicutt, Clerk to the Board Date _____

I (We), _____ Owner(s) and Applicant(s) of the above identified property, do hereby acknowledge receipt of this Conditional Use Permit. The undersigned does/do further acknowledge that no work may be done pursuant to this permit except in accordance with all of its conditions and requirements and that this restriction shall be binding on them and their successors in interest.

Tildon Whitehurst, Jr., Owner/Operator Date _____

Pattie Whitehurst, Owner/Operator Date _____

The State of North Carolina
Perquimans County

I, _____ a Notary Public in and for the said State and County, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of _____, 20____.

Notary Public
My Commission expires: _____ (Not valid until fully executed and recorded)

The State of North Carolina
Perquimans County

I, _____ a Notary Public in and for the said State and County, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of _____, 20____.

Notary Public
My Commission expires: _____ (Not valid until fully executed and recorded)

CONDITIONAL USE PERMIT NO. CUP-16-03
Page 4 of 4

Insert Here Site Plan(s) no larger than 8.5" X 14" which bear(s) the following statement:

"THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS."

The maps are attached as Attachment A.

Do NOT record this page
-End of Conditional Use Permit document to be recorded-
Conditional Use Permit (Case No. CUP-16-03)
By Tildon and Pattie Whitehurst
for
Proposed Sand Mine
at 292 Weigh Station Road, Hartsford, NC

PLANNING BOARD APPOINTMENT

Chair Cole explained that Donald Manley's term expires on November 30, 2016 and he has notified us that he does not wish to serve another term. Therefore, we need to appoint a replacement. On motion made by Kyle Jones, seconded by Fondella A. Leigh, the Board unanimously appointed Antoine Moore for a three-year term on the Planning Board effective December 1, 2016.

ALBEMARLE-TIDELAND RETIREE RESOLUTION & AGREEMENT

County Manager Heath explained that, in June, 2011, the Board adopted a Memorandum of Understanding to provide health insurance benefits for qualified retirees of Albemarle Mental Health and Tideland Mental Health. After having some discussions with the State Treasurer's Office, Martin and Dare Counties recommend that, if the counties set up a trust (similar to OPEB trusts), they could place the funds in the trust and the trust can place the funds with the State Treasurer's Office. They are asking that the Commissioners review the Resolution and Agreement and take action on them. County Attorney High has already reviewed the Resolution and Agreement, and Camden, Tyrell, Martin, and Dare Counties have already approved the revised Agreement. County Manager Heath recommends this. Commissioner Peeler asked what would happen if the funds run out and how many are

Perquimans County residents. Mr. Heath said that the original Memorandum of Agreement stated that, if the money runs out prior to the time that the employees are no longer eligible for these benefits, the counties will need to make a decision as to how to proceed at that time. Mr. Peeler asked if there were any Perquimans County residents. Mr. Heath said that he did not recall any. Chair Cole explained that all the counties will share in this expense whether or not we have individuals participating or not. On motion made by Matthew Peeler, seconded by Wallace E. Neison, the Board unanimously approved the following Resolution and Agreement:

EXTRACTS FROM MINUTES OF THE BOARD OF COMMISSIONERS

A regular meeting of the Board of Commissioners of the County of Perquimans, North Carolina, was duly held on November 7, 2016, at 7:00 p.m. in the County Board of Commissioners' Meeting Room, 110 N. Church Street, Hertford, North Carolina, Chair Janice McKenzie Cole presiding.

The following members were present: Kyle Jones, Vice Chairman, Fondella A. Leigh, Edward R. Muzzulin, Wallace E. Nelson, and Matthew Peeler.

The following members were absent: None

Commissioner Matthew Peeler moved that the following resolution, copies of which having been made available to the Board of Commissioners, be adopted:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF PERQUIMANS, NORTH CAROLINA, AUTHORIZING AN OTHER POST-EMPLOYMENT BENEFITS (OPEB) TRUST FUND AND RELATED TRUST AGREEMENT; APPOINTMENT OF TRUSTEE FOR AND A CONTRIBUTION TO OPEB TRUST FUND.

WHEREAS, the County of Perquimans, North Carolina (the "County") is a party to a Memorandum of Agreement for the Provision of Health Insurance for Qualified Retirees of Albemarle Mental Health and Tideland Mental Health, dated July 1, 2007, to provide certain benefits for eligible retirees of those former organizations that constitute what are known as other post-employment benefits (the "OPEB obligation");

WHEREAS, the counties which are parties to the above Memorandum of Agreement are Camden, Chowan, Currituck, Dare, Hyde, Martin, Pasquotank, Perquimans, Tyrrell and Washington (the "Counties");

WHEREAS, in furtherance of the Counties funding of the OPEB obligation, the Counties wish to participate in an investment trust fund set up by the North Carolina State Treasurer's office, the NC Long Term Non-Pension Program (the "NC NPP Trust Fund") in which the Counties will deposit funds currently held by Martin County for the OPEB obligation;

WHEREAS, the Counties desire to create a trust fund (the "OPEB Trust Fund") into which Martin County will transfer the money that has been on deposit at Martin County;

WHEREAS, such deposits into the OPEB Trust Fund will be irrevocable, not subject to the claims of creditors and may only be withdrawn by the administering County to provide other post-employment benefits to individuals who are former employees or beneficiaries of former employees covered by the Memorandum of Agreement and who are entitled to other post-employment benefits payable by the former Albemarle Mental Health and Tideland Mental Health;

WHEREAS, Martin County will continue to serve as the administering county; and

NOW THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF PERQUIMANS, NORTH CAROLINA DOES RESOLVE AS FOLLOWS:

Section 1. *Creation of OPEB Trust Fund; Execution of Trust Agreement.* The County Manager and the Finance Director of the County are each hereby authorized and directed to take such action as may be necessary to create an Other Post-Employment Benefits Trust Fund into which the money on deposit at Martin County will be transferred. The County Manager and the Finance Director of the County are each hereby authorized, empowered, and directed to execute and deliver a Trust Agreement substantially in the form attached hereto, but with such changes, modifications, additions or deletions as to them seem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of his or her approval of any and all such changes, modifications, additions or deletions therein. The County Manager and the Finance Director of the County are each also hereby authorized to take any other actions deemed necessary or appropriate to consummate the transactions provided for in the Trust Agreement and to take all such other actions as they may deem necessary or appropriate to give effect to the Trust Agreement.

Section 2. *Transfer from Martin County to NC NPP Trust Fund.* The County Manager and the Finance Director of the County are each hereby authorized and directed to cause the money on deposit at Martin County to fund the Counties OPEB obligation to be transferred to the NC NPP Trust Fund.

Section 3. *Appointment of Trustees.* The Board of Commissioners hereby appoints the County Manager to serve as Perquimans County's trustee of the OPEB Trust Fund and grants the authority necessary to perform all duties and obligations thereof.

Section 4. *Other Actions.* That all actions heretofore taken by the County Manager and the Finance Director of the County acting on behalf of the County with respect to the creation of the OPEB Trust Fund are hereby ratified, adapted, approved and confirmed in all respects. The County Manager and the Finance Director of the County are authorized to execute and deliver for and on behalf of the County any and all documents or other papers and perform all other acts as they may deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution.

Section 5. *Effective Date.* This Resolution is effective on the date of its adoption.

On motion of Commissioner Matthew Peeler, seconded by Commissioner Wallace E. Neison, the foregoing resolution titled "A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF PERQUIMANS, NORTH CAROLINA, AUTHORIZING AN OTHER POST-EMPLOYMENT BENEFITS (OPEB) TRUST FUND AND RELATED TRUST AGREEMENT; APPOINTMENT OF TRUSTEE FOR AND A CONTRIBUTION TO OPEB TRUST FUND" was duly adopted by the following vote:

AYES: JANICE MCKENZIE COLE, KYLE JONES, FONDELLA A. LEIGH, EDWARD R. MUZZULIN, WALLACE A. NELSON, AND MATTHEW PEELER
NAYS: NONE

PASSED, ADOPTED AND APPROVED this 7th day of November, 2016.

STATE OF NORTH CAROLINA)
)
COUNTY OF PERQUIMANS) ss:

I, Mary P. Hunnicutt, Clerk to the Board of Commissioners of the County of Perquimans, North Carolina, DO HEREBY CERTIFY, as follows:

1. A regular meeting of the Board of Commissioners of the County of Perquimans, a political subdivision of the State of North Carolina, was duly held on November 7, 2016, proper notice of such meeting having been given as required by North Carolina statute, and minutes of said meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of said Board of Commissioners.

2. I have compared the attached extract with said minutes so recorded and said extract is a true copy of said minutes and of the whole thereof insofar as said minutes relate to matters referred to in said extract.

3. Said minutes correctly state the time when said meeting was convened and the place where such meeting was held and the members of said Board who attended said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of said County, this 7th day of November, 2016.

(SEAL)

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

COUNTIES OF CAMDEN, CHOWAN, CURRITUCK, DARE, HYDE, MARTIN, PASQUOTANK, PERQUIMANS, TYRRELL and WASHINGTON OTHER POST-EMPLOYMENT BENEFITS TRUST AGREEMENT

This Trust Agreement is entered into as of the ___ day of _____, 2016 (the "Effective Date"), by and between the counties of Camden, Chowan, Currituck, Dare, Hyde, Martin, Pasquotank, Perquimans, Tyrrell, and Washington North Carolina (the "Counties") and the sitting County Manager of each county (the "Trustee");

RECITALS:

WHEREAS, the former Albemarle Mental Health and the former Tideland Mental Health maintained certain post-employment benefits other than pensions for the benefit of their eligible retired employees (the "Former Employers");

WHEREAS, the Counties wish to establish a trust pursuant to Section 159-30.1(b) of the North Carolina General Statutes, to be known as the "Counties of Camden, Chowan, Currituck, Dare, Hyde, Martin, Pasquotank, Perquimans, Tyrrell, and Washington Other-Post Employment Benefits Trust Agreement" (hereinafter the "Trust"), for the purpose of holding existing funds to provide post-employment benefits other than pension benefits of the former Albemarle Mental Health and Tideland Mental Health;

WHEREAS, this Trust is established by the Counties with the intention that the Trust qualify as an irrevocable tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and the regulations issued thereunder and as a tax-exempt trust under the provisions of the applicable laws of the State of North Carolina; and

WHEREAS, the Counties have appointed each of their County Managers as Trustees of the Trust, and the Trustees have accepted such appointment pursuant to the terms and conditions set forth in this Trust Agreement; and

NOW THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

- 1.1 "Administrator" shall mean Martin County, North Carolina per the terms and conditions of a Memorandum of Agreement dated July 1, 2007 and attached as Exhibit A.
- 1.2 "Assets" shall mean all contributions and transfers of assets received into the Trust on behalf of the Counties, together with the income and earnings from such contributions and transfers and any increments accruing to them, net of any investment losses, benefits, expenses or other costs.
- 1.3 "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.
- 1.4 "Eligible Participants" shall mean collectively eligible retired employees of the former Albemarle Mental Health and Tideland Mental Health and their dependents and beneficiaries.
- 1.5 "Counties" shall mean the Counties of Camden, Chowan, Currituck, Dare, Hyde, Martin, Pasquotank, Perquimans, Tyrrell, and Washington North Carolina.
- 1.6 "Former Employers" shall mean the former Albemarle Mental Health and the former Tideland Mental Health organizations.
- 1.7 "OPEB" shall mean "other post-employment benefits," such as medical, dental, vision, life insurance, long-term care and other similar benefits, provided to Eligible Employees, other than pension benefits.
- 1.8 "OPEB Obligation" shall mean, to the extent required by law, the Counties obligation to provide post-employment health care and welfare benefits to Eligible Participants to the extent of existing assets and future earnings from those assets, as specified in the Plan.
- 1.9 "Plan" shall mean the Former Employers OPEB obligations and the Counties satisfaction thereof to the extent of existing assets and future earnings from those assets.
- 1.10 "Qualified Investments" shall mean all investments authorized under Section 159-30.1(b) of the North Carolina General Statutes, including the following:
 - (1) Obligations of the United States or obligations fully guaranteed both as to principal and interest by the United States.
 - (2) Obligations of the Federal Financing Bank, the Federal Farm Credit Bank, the Bank for Cooperatives, the Federal Intermediate Credit Bank, the Federal Land Banks, the Federal Home Loan Banks, the Federal Home Loan Mortgage Corporation, Fannie Mae, the Government National Mortgage Association, the Federal Housing Administration, the Farmers Home Administration, the United States Postal Service.
 - (3) Obligations of the State of North Carolina.
 - (4) Bonds and notes of any North Carolina local government or public authority, to the extent permitted in Section 159.30(c)(4) of the North Carolina General Statutes.
 - (5) Savings certificates issued by any savings and loan associations organized under the laws of the State of North Carolina or by any federal savings and loan association having its principal office in North Carolina; provided, that any principal amount of such certificate in excess of the amount insured by the federal government or any agency thereof, or by a mutual deposit guaranty association authorized by the Commissioner of Banks of the Department of Commerce of the State of North Carolina, be fully collateralized.
 - (6) Prime quality commercial paper bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates of particular obligation.
 - (7) Bills of exchange or time drafts drawn on and accepted by a commercial bank and eligible for use as collateral by member banks in borrowing from a federal reserve bank, provided that the accepting bank or its holding company is either (i) incorporated in the State of North Carolina or (ii) has outstanding publicly held obligations bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates the particular obligations.
 - (8) Participating shares in a mutual fund for local government investment; provided, that the investments of the fund are limited to Qualified Investments hereunder, and the fund is certified by the Local Government Commission. The Local Government Commission shall have the authority to issue rules and regulations concerning the establishment and qualifications of any mutual fund for local government investment.
 - (9) A commingled investment pool established and administered by the State Treasurer pursuant to Sections 147-69.2 and 147-69.3 of the North Carolina General Statutes.
 - (10) A commingled investment pool established by interlocal agreement by two or more units of local government pursuant to Sections 160A-460 through 160A-464 of the General Statutes of North Carolina, if the investments of the pool are limited to those qualifying for investment under Section 159.30(c)(4) of the North Carolina General Statutes.
 - (11) Evidences of ownership of, or fractional undivided interests in, future interest and principal payments on either direct obligations of the United States government or obligations the principal of and the interest on which are guaranteed by the United States, which obligations are held by a bank or trust company organized and existing under the laws of the United States or any state in the capacity of custodian.
 - (12) Repurchase agreements with respect to either direct obligations of the United States or obligations the principal of and the interest on which are guaranteed by the United States if entered into with a broker or dealer, as defined by the Securities Exchange Act of 1934, which is a dealer recognized as a primary dealer by a Federal Reserve Bank, or any commercial bank, trust company or national banking association, the deposits of which are insured by the Federal Deposit Insurance Corporation or any successor thereof if:
 - (a) Such obligations that are subject to such repurchase agreement are delivered (in physical or in bank entry form) to the local government or public authority, or any financial institution serving either as trustee for the local government or public authority or as fiscal agent for the local government or public authority or are supported by a safekeeping receipt issued by a depository satisfactory to the local government or public authority, provided that such repurchase agreement must provide that the value of the underlying obligations shall be maintained at a current market value, calculated at least daily, of not less than one hundred percent (100%) of the repurchase price, and, provided further, that the financial institution serving either as trustee or as fiscal agent for the local government or public authority holding the obligations subject to the repurchase agreement hereunder or the depository issuing the safekeeping receipt shall not be the provider of the repurchase agreement;
 - (b) A valid and perfected first security interest in the obligations which are the subject of such repurchase agreement has been granted to the local government or public authority or its assignee or book entry procedures, conforming to the extent practicable, with federal regulations and satisfactory to the local government or public authority have been established for the benefit of the local government or public authority or its assignee;
 - (c) Such securities are free and clear of any adverse third party claims; and
 - (d) Such repurchase agreement is in a form satisfactory to the local government or public authority.
 - (13) In connection with funds subject to the arbitrage and rebate provisions of the Code, participating shares in tax-exempt mutual funds, to the extent such participation, in whole or in part, is not subject to such rebate provisions, and taxable mutual funds, to the extent such fund provides services in connection with the calculation of arbitrage rebate requirements under federal income tax law; provided, the investments of any such fund are limited to those

bearing one of the two highest ratings of at least one nationally recognized rating service and not bearing a rating below one of the two highest ratings by any nationally recognized rating service which rates the particular fund.

- (14) Investments of the State Treasurer authorized pursuant to Section 147-69.2(b4) of the North Carolina General Statutes.
- 1.11 "Trustee" shall mean collectively the County Manager of each of the Counties.

ARTICLE II THE TRUST

2.1 Purpose

The purpose of the Trust is to hold assets from which to satisfy the commitment, if any, of the Former Employers to provide OPEB, as offered by the Former Employers to Eligible Participants in accordance with the Plan.

2.2 Trustee Accounting

The Trustee shall be responsible only for maintaining records and maintaining accounts for the Assets of the Trust. The Administrator, per a Memorandum of Agreement dated July 1, 2007, shall be responsible for Plan-level administration and accounting for OPEB benefit payments and related activity.

2.3 No Diversion of Assets

The Assets in the Trust shall be held in trust for the exclusive purpose of providing OPEB to Eligible Participants of the Former Employers and defraying the reasonable administrative and actuarial expenses of the Trust. The Assets in the Trust shall not be used for or diverted to any other purpose, except as expressly provided herein.

2.4 Type and Nature of Trust

Neither the full faith and credit nor the taxing power of the Counties is pledged to the distribution of benefits hereunder. Except for contributions and other amounts hereunder, no other amounts are pledged to the distribution of benefits hereunder. Distributions of benefits are neither general nor special obligations of the Counties, but are payable solely from the Assets of the Trust, as more fully described herein. No employee of the Former Employers may compel the exercise of the taxing power by the Counties.

Distributions of Assets under the Trust are not debts of the Counties within the meaning of any constitutional or statutory limitation or restriction. Such distributions are not legal or equitable pledges, charges, liens or encumbrances upon any of the Counties property, or upon any of their income, receipts, or revenues, except amounts in the accounts which are, under the terms of the Plan and Trust set aside for distributions. Neither the members of the governing body of the Counties nor their officers, employees, agents or volunteers are liable hereunder. In no event shall the liability of the Counties and the Trustee exceed the amounts contained in the Trust.

ARTICLE III ADMINISTRATIVE MATTERS

3.1 Certification to Trustee

The governing body of each of the Counties, or other duly authorized official, shall certify in writing to the Trustee the names and specimen signatures of the individuals authorized to act on behalf of the Counties, whose names and specimen signatures shall be kept accurate by the Counties acting through its governing body or a duly authorized official. The Trustee shall have no liability if it acts upon the direction of an individual who has been duly authorized hereunder, even if that individual is no longer authorized to act, unless the Employer has informed the Trustee of such change in writing.

3.2 Removal of Trustee

Each individual Trustee shall serve during his tenure in the applicable office of each of the Counties and shall immediately cease to serve, without the necessity for formal resignation, upon termination from such office for any reason. The successor to such office, including any interim successor, shall become a successor Trustee immediately upon the assumption of such office without the need for formal appointment. A successor Trustee shall not have any liability for any action or omission by the Trustee prior to the date of his assumption of such office.

3.3 Trustee Procedures

All official meeting of the Trustee, whether held in person or by electronic means, shall be open to the public and conducted in accordance with Article 33C of Chapter 143 of the North Carolina General Statutes. The Trustee shall keep a record of all official meetings, including those official meetings held in closed session under Section 143-318.11 of the North Carolina General Statutes, and shall forward all necessary communications to the Counties. Such official meeting records shall be public records within the meaning of Chapter 132 of the North Carolina General Statutes. The Trustee may adopt such by-laws and regulations as it deems desirable for the conduct of its affairs. All decisions by the Trustee shall be made by the vote of the majority of the Trustee members. The Trustee may authorize one or more of such members to act for the Trustee with respect to specified Trustee duties under this Trust Agreement. A dissenting Trustee member who, within a reasonable period of time after he has knowledge of any action or failure to act by the majority, delivers his written dissent to the other Trustee members and the Counties shall not be responsible for such action or failure to act.

3.4 Payments from the Trust

The Administrator shall from time to time, unless otherwise directed by the Trustee and only to the extent of Assets contained in the Trust, authorize payments out of the Assets of the Trust. Such payments may include, but are not limited to, benefit payments, insurance or stop-loss premiums, and the expenses of administering the Plan and Trust, as may be specified in the Trustee's direction.

ARTICLE IV THE TRUSTEE

4.1 Powers and Duties of the Trustee

Except as otherwise provided in Article V, and subject to the provisions of Article VI, the Trustee shall have full power and authority with respect to property held in the Trust to perform all acts, take all proceedings, and exercise all rights and privileges, whether specifically referred to or not in this document, as could be done, taken or exercised by the absolute owner, including, without limitation, the following:

- To invest and reinvest the Assets or any part thereof in Qualified Investments pursuant to this Trust and applicable state law.
- To place uninvested cash and cash awaiting distribution in any type of interest-bearing account including, without limitation, time certificates of deposit or interest-bearing accounts issued by a commercial bank or savings and loan association organized under the laws of the State of North Carolina or having its principal office in North Carolina.
- To take all of the following actions: to vote proxies of any stocks, bonds or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental therein; to consent to or otherwise participate in corporate reorganizations or other changes affecting corporate securities and to delegate discretionary powers and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities or other property held in the Trust;
- To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- To exercise all the further rights, powers, options and privileges granted, provided for, or vested in trustees generally under applicable federal or state laws as amended from time to time, it being intended that, except as herein otherwise provided, the powers conferred upon the Trustee herein shall not be construed as being in limitation of any authority conferred by law, but shall be construed as consistent or in addition thereto.

4.2 Additional Trustee Powers

In addition to the other powers enumerated above, the Trustee in any and all events is authorized and empowered:

- To invest funds pending required directions in a designated account as directed by the Counties or if there is no designated account, any type of interest-bearing account including without limitation, time certificates of deposit or interest-bearing accounts issued by a commercial bank or savings and loan association organized under the laws of the State of North Carolina or having its principal office in North Carolina Trustee or any affiliate thereof;

- (b) To cause all or any part of the Trust to be held in the name of the Trustee (which in such instance need not disclose its fiduciary capacity) or, as permitted by law, in the name of any nominee, and to acquire for the Trust any investment in bearer form, but the books and records of the Trust shall at all times show that all such investments are a part of the Trust and the Trustee shall hold evidences of title to all such investments;
- (c) To appoint a custodian with respect to the Trust Assets;
- (d) To employ such agents and counsel as may be reasonably necessary in managing and protecting the Assets and to pay them reasonable compensation from the Trust; to employ any broker-dealer, including a broker-dealer affiliated with the Trustee, and pay to such broker-dealer at the expense of the Trust, its standard commissions; to settle, compromise or abandon all claims and demands in favor of or against the Trust; and to charge any premium on bonds purchased at par value to the principal of the Trust without amortization from the Trust, regardless of any law relating thereto;
- (e) To abandon, compromise, contest, arbitrate or settle claims or demands; to prosecute, compromise and defend lawsuits, but without obligation to do so, all at the risk and expense of the Trust;
- (f) To exercise and perform any and all of the other powers and duties specified in this Trust Agreement or the Plan;
- (g) To permit such inspections of documents at the principal office of the Trustee as are required by law, subpoena or demand by a United States agency;
- (h) To comply with all requirements imposed by applicable provisions of law;
- (i) To seek written instructions from the Counties on any matter and await its written instructions without incurring any liability; provided, that if at any time the Counties should fail to give directions to the Trustee, the Trustee may act in the manner that in its discretion seems advisable under the circumstances for carrying out the purposes of the Trust;
- (j) To compensate such executive, consultant, actuarial, accounting, investment, appraisal, administrative, clerical, secretarial, medical, custodial, depository and legal firms, personnel and other employees or assistants as are engaged by the Employer in connection with the administration of the Plan and to pay from the Trust the necessary expenses of such firms, personnel and assistants, to the extent not paid by the Counties;
- (k) To act upon proper written directions of the Counties;
- (l) To pay from the Trust the expenses reasonably incurred in the administration thereof, as provided in the Plan;
- (m) To hold uninvested reasonable amounts of cash whenever it is deemed advisable to do so to facilitate disbursements or for other operational reasons;
- (n) To seek and obtain a judicial settlement of the Trustee's accounts and a judicial determination of any question in connection with the Trustee's duties and obligations under this Trust Agreement; and
- (o) To have and to exercise such other additional powers as may be advisable for the effective and economical administration of the Trust.

ARTICLE V INVESTMENTS

5.1 Trust Investments

The Trustee shall have the responsibility to select Qualified Investments for the Trust Assets and may appoint a registered investment advisor, as defined by regulations issued by the Securities and Exchange Commission, by executing a written consulting or management agreement with said registered investment advisor.

5.2 Trustee Fees

Any Trustee who is an employee of any of the Counties shall receive no fee for service as a Trustee hereunder.

5.3 Contributions to the Trust

The Counties may, but shall not be required, from time to time remit cash contributions and other payments under the Plan to the Trustee, which may include contributions by Eligible Participants. All contributions shall be paid to the Trustee for investment and reinvestment pursuant to the terms of this Trust Agreement. The Trustee shall not have any duty to determine or inquire whether any contributions to the Trust are in compliance with the Counties policies and/or the Plan, nor shall the Trustee have any duty or authority to compute any amount to be paid to the Trustee by the Counties, nor shall the Trustee be responsible for the collection or adequacy of the contributions to meet the Former Employer's OPEB Obligation. The contributions received by the Trustee from the Counties, including any contributions by Eligible Participants, shall be held and administered pursuant to the terms hereof without distinction between income and principal.

5.4 Records

- (a) The Trustee shall keep records of meetings and the Administrator shall maintain accurate records and detailed accounts of all investments, receipts, disbursements and other transactions hereunder. Such records shall be available at all reasonable times for inspection by the Counties.
- (b) The Assets of the Trust shall be valued at their fair market value on the date of valuation, as determined by the Trustee based upon such sources of information as it may deem reliable; provided, that the Counties shall instruct the Trustee as to valuation of assets for which the value is not readily determinable on an established market. The Trustee may rely conclusively on such valuations provided by the Counties and shall be indemnified and held harmless by the Counties with respect to such reliance. If the Counties fail to provide such value, the Trustee may take whatever action it deems reasonable, including employment of attorneys, appraisers or other professionals, the expense of which will be an expense of administration of the Trust. Transactions in the account involving such hard to value assets may be postponed until appropriate valuations have been received and Trustee shall have no liability therefore.

5.5 Statements and Reports

- (a) Periodically as requested by the Counties and within sixty (60) days after each June 30, the Trustee and the Administrator shall render to the Counties a written account showing in reasonable summary the investments, receipts, disbursements and other transactions engaged in by the Trustee during the preceding fiscal year or period with respect to the Trust. Such account shall set forth the assets and liabilities of the Trust valued as of the end of the accounting period.
- (b) The Counties may approve such statements either by written notice or by failure to express objections to such statement by written notice delivered to the Trustee within ninety (90) days from the date the statement is delivered to the Counties. Upon approval, the Trustee shall be released and discharged as to all matters and items set forth in such statement as if such account had been settled and allowed by a decree from a court of competent jurisdiction.
- (c) The Trustee and the Administrator shall hire a consultant to perform an actuarial valuation of the Albemarle-Tideland Retiree Liability for Healthcare benefits as of December 31, 2017 and every two years thereafter. The cost of the actuarial valuation is an eligible expense per section 3.4 of this document.

5.6 Exclusive Benefit

The Assets of the Trust shall be held in trust for the exclusive purpose of providing OPEB to the Eligible Participants pursuant to the Plan and defraying the reasonable expenses associated with providing such benefits and shall not be used for or diverted to any other purpose.

ARTICLE VI FIDUCIARY RESPONSIBILITIES

6.1 More Than One Fiduciary Capacity

Any one or more of the fiduciaries with respect to the Trust Agreement or the Trust may, to the extent required thereby or as directed by the Counties and the Administrator pursuant to this Trust Agreement, serve in more than one fiduciary capacity with respect to the Trust Agreement and the Trust.

6.2 Fiduciary Discharge of Duties

Except as otherwise provided by applicable law, each fiduciary shall discharge such fiduciary's duties with respect to the Trust Agreement and the Trust:

- (a) Solely in the interest of the Eligible Participants and for the exclusive purpose of providing OPEB to Eligible Participants and defraying reasonable administrative and actuarial expenses associated with providing such benefits; and
- (b) With the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

6.3 Limitations on Fiduciary Responsibility

To the extent allowed by the law of the State of North Carolina:

- (a) No fiduciary shall be liable with respect to a breach of fiduciary duty by any other fiduciary if such breach was committed before such party became a fiduciary or after such party ceased to be a fiduciary.
- (b) No fiduciary shall be liable for a breach by another fiduciary except as provided by law.

(c) No fiduciary shall be liable for carrying out a proper direction from another fiduciary, including refraining from taking an action in the absence of a proper direction from the other fiduciary possessing the authority and responsibility to make such a direction, which direction the fiduciary in good faith believes to be authorized and appropriate.

6.4 Indemnification

The Trustee shall not be liable for, and the Counties shall indemnify, defend and hold the Trustee harmless from and against, any claims, demands, loss, costs, expense or liability in connection with this Trust Agreement, including reasonable attorneys' fees and costs incurred by the Trustee, arising as a result of Counties active or passive negligent act or omission or willful misconduct in the execution or performance of the Counties duties under this Trust Agreement.

In addition, the Trustee shall not be liable for, and Counties shall indemnify and hold the Trustee harmless from and against, any claims, demands, loss, costs, expense or liability arising out of or in connection with this Trust Agreement, including reasonable attorneys' fees and costs incurred by the Trustee, in the event that the Trust loses or fails to qualify for tax exempt status under Section 115 of the Code and the regulations issued thereunder or as a tax-exempt trust under the provisions of North Carolina law, unless such results directly or indirectly from the active or passive negligent act or omission of the Trustee or an employee or agent thereof.

This section shall survive the termination of this Trust Agreement.

ARTICLE VII AMENDMENT, TERMINATION AND MERGER

7.1 No Obligation to Continue Trust

Continuance of the Trust is not assumed as a contractual obligation of the Counties.

7.2 Amendments

(a) The Counties and the Trustee reserve the right to amend this Trust Agreement at any time by a written instrument executed by the Counties and the Trustee. The Trust Agreement may be amended or terminated only as provided herein.

(b) No amendments shall:

- (1) Cause the Assets of the Trust to be used for or diverted to purposes other than for the exclusive benefit of Eligible Participants or for the purpose of defraying the reasonable expenses of administering the Trust; or
- (2) Have any retroactive effect so as to reduce the benefits of any Eligible Participants as of the date the amendment is adopted, except that such changes may be made as may be required to permit this Trust Agreement to meet the requirements of applicable law.

7.3 Termination of the Plan

Upon any termination of the Former Employee's obligation, if any, to provide OPEB pursuant to the Plan, the Assets of the Trust shall be distributed by the Trustee as directed by the Counties. From and after the date of such termination and until final distribution of the Assets, the Trustee shall continue to have all the powers provided herein as are necessary or expedient for the orderly liquidation and distribution of such assets, and the Trust shall continue until the Assets have been completely distributed in accordance with the Plan.

7.4 Right to Terminate

The Counties and the Trustee may terminate this Trust by a written instrument executed by the Counties and the Trustee. Upon termination of this Trust, the Trustee shall pay all obligations of the Trust and shall apply the remaining Assets to purchase or continue OPEB for Eligible Participants to the extent possible. Notwithstanding the foregoing provisions, the Trustee may, upon termination of the Trust and with the Counties consent, transfer any remaining Assets to the Counties or to any trust or trusts established for purposes substantially similar to those set forth herein. In no event will any remaining Assets be transferred to any entity that is not a state, political subdivision of a state, or entity the income of which is excluded from gross income under Section 115 of the Code.

7.5 Fund Recovery Based on Mistake of Fact

Except as provided above, the Assets of the Trust shall never inure to the benefit of the Counties. The Assets shall be held for the exclusive purposes of providing OPEB to Eligible Participants and defraying reasonable expenses of administering the Trust. However, in the case of a contribution which is made by the Counties because of a mistake of fact, that portion of the contribution relating to the mistake of fact (exclusive of any earnings or losses attributable thereto) may be returned to the Counties, provided such return occurs within two (2) years after discovery by the Counties of the mistake. If any repayment is payable to the Counties, then, as a condition precedent to such repayment, the Counties shall execute, acknowledge and deliver to the Trustee its written undertaking, in a form satisfactory to the Trustee, to indemnify, defend and hold the Trustee harmless from all claims, actions, demands or liabilities arising in connection with such repayment.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1 Nonalienation

Eligible Participants do not have an interest in the Trust. Accordingly, the Trust shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of an Eligible Participant or any other party. Trust Assets shall not be subject to the claims of the Counties or the claims of its creditors.

8.2 Saving Clause

In the event any provision of this Trust Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Trust Agreement, and this instrument shall be construed and enforced as if said provision had never been included.

8.3 Applicable Law

This Trust Agreement shall be construed, administered and governed under the Code and the laws of the State of North Carolina. To the extent any of the provisions of this Trust Agreement are inconsistent with the Code or applicable state law, the provisions of the Code or state law shall control. In the event, however, that any provision is susceptible to more than one interpretation, such interpretation shall be given thereto as is consistent with the Trust Agreement being a tax-exempt trust within the meaning of the Code.

8.4 Employment of Counsel

The Trustee may consult with legal counsel (who may be counsel for the Trustee or the Counties and charge the Trust) or other consultants. The Trustee shall be fully protected in relying on advice of such counsel.

8.5 Gender and Number

Words used in the masculine, feminine or neuter gender shall each be deemed to refer to the other whenever the context so requires; and words used in the singular or plural number shall each be deemed to refer to the other whenever the context so requires.

8.6 Headings

Headings used in this Trust Agreement are inserted for convenience of reference only and any conflict between such headings and the text shall be resolved in favor of the text.

8.7 Counterparts

This Trust Agreement may be executed in an original and any number of counterparts by the Counties and Trustee, each of which shall be deemed to be an original of the one and the same instrument.

AGREED TO AND ACCEPTED this ____ day of _____, 2016.

TRUSTEES

_____ County Manager Camden County

_____ County Manager Chowan County

_____ County Manager Currituck County

- _____ County Manager Dare County
- _____ County Manager Hyde County
- _____ County Manager Martin County
- _____ County Manager Pasquotank County
- _____ County Manager Perquimans County
- _____ County Manager Tyrrell County
- _____ County Manager Washington County

COUNTIES

- _____ Chairman Camden County
- _____ Chairman Chowan County
- _____ Chairman Currituck County
- _____ Chairman Dare County
- _____ Chairman Hyde County
- _____ Chairman Martin County
- _____ Chairman Pasquotank County
- _____ Chairman Perquimans County
- _____ Chairman Tyrrell County
- _____ Chairman Washington County

EXHIBIT A

APPOINTMENT TO BOARD OF MINZIE'S CREEK SANITARY DISTRICT

County Manager Heath reported that a couple of years ago we appointed members to the Minzie's Creek Sanitary District Board. We have been notified that they have vacancy and, according to N.C. General Statute 130A-54, the Board of Commissioners has been given the authority to appoint someone to fill this vacancy. It has been recommended by the Board of Minzie's Creek Sanitary District to appoint Linwood Hines. On motion made by Edward R. Muzzulin, seconded by Wallace A. Nelson, the Board unanimously appointed Linwood Hines to fill the vacancy on the Board of Minzie's Creek Sanitary District.

SALE OF SURPLUS VEHICLES

County Manager Heath reported that, with the help of the Finance Office and Helen Hunter, we have sold two (2) additional surplus vehicles on GovDeals. The highest bidders were as follows:

BUYER	VEHICLE	START BID	SOLD AMOUNT	GOVDEALS FEE	NET RESULTS
John Russell	2006 Chevrolet Trailblazer	\$500.00	\$332.00	-\$41.60	\$790.40
Sarah Browning	2006 Ford Crown Victoria	\$500.00	\$340.00	-\$42.00	\$798.00

On motion made by Edward R. Muzzulin, seconded by Matthew Peeler, the Board unanimously approved Mr. Heath to proceed with the sale of these surplus vehicles.

PUBLIC COMMENTS

The following public comment was made:

Tommy Harrell: Mr. Harrell had e-mailed the Board after the Jimmy "Catfish" Hunter ALS Softball Tournament about the condition of the Winfall Softball field. He said that it was an embarrassment to him to see the condition and to have a large crowd there to witness it. This past weekend, Mr. Harrell had a group come by to look at the softball field and it was immaculate, but due to the amount of rain we had had, they were unable to use it. Instead, they used the baseball field at the Rec Center. The people that were visiting here commended the County for the facility that we had at the Rec Center. He also reported how much money was made at the Tournament and thanked the Board for their assistance in this matter.

CLOSED SESSION: PERSONNEL MATTER

Pursuant to NCGS #143-318.11(6), Matthew Peeler made a motion to go into Closed Session to discuss a personnel matter. The motion was seconded by Fondella A. Leigh and unanimously approved by the Board.

The Closed Session was adjourned and the Regular Meeting reconvened on motion made by Matthew Peeler, seconded by Edward R. Muzzulin. There was no action needed after the Closed Session.

PERSONNEL MATTER

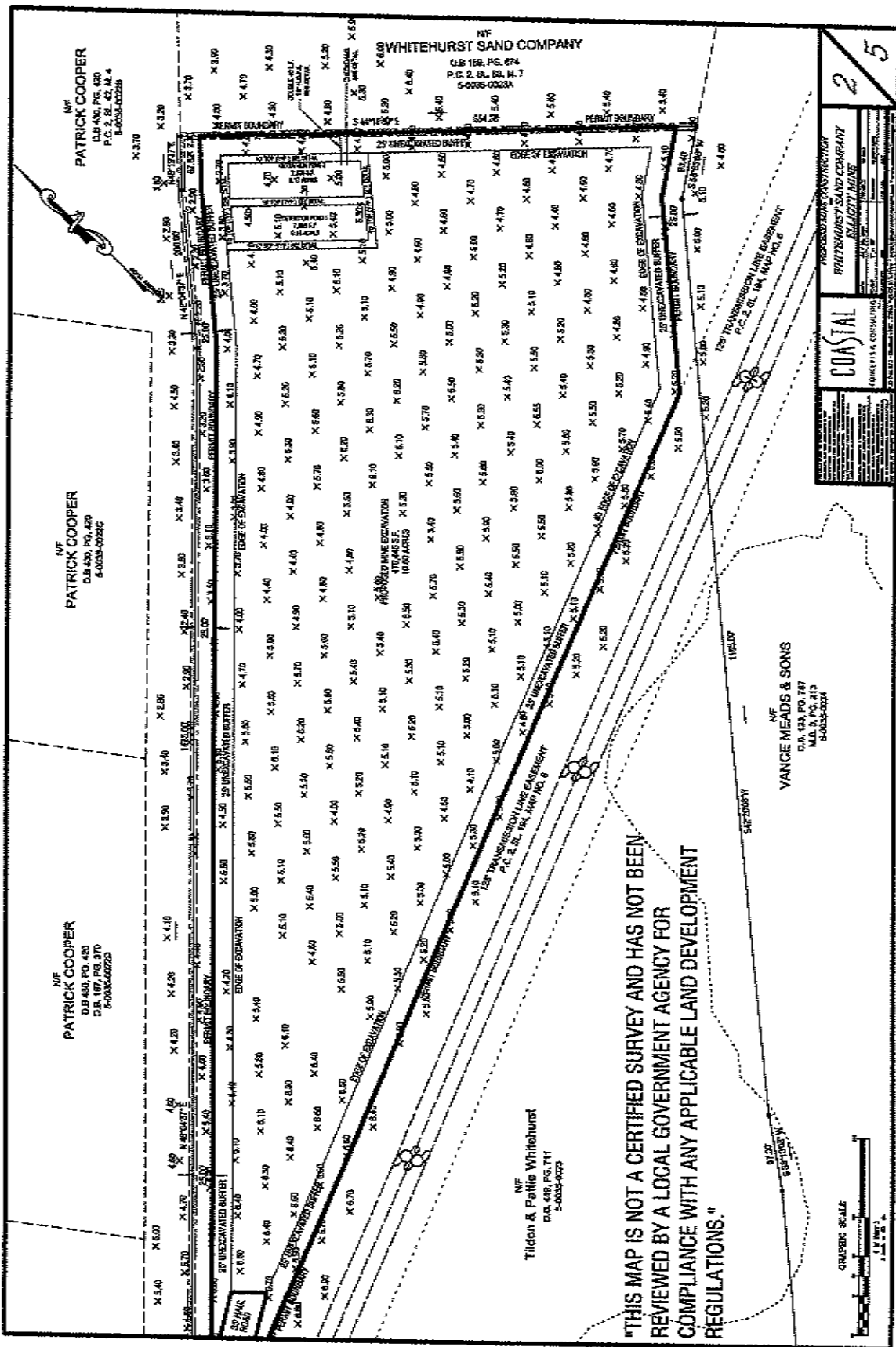
During the Closed Session, the Board discussed making a change in the Personnel Policy regarding insurance for retirees. It was the consensus of the Board that they will discuss a Policy change at the Special Called Meeting on November 21st.

ADJOURNMENT

There being no further comments or business to discuss, the Regular Meeting was adjourned at 8:45 p.m. on motion made by Edward R. Muzzulin, seconded by Matthew Peeler.

Janice McKenzie Cole, Chair

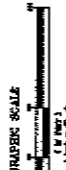
Clerk to the Board

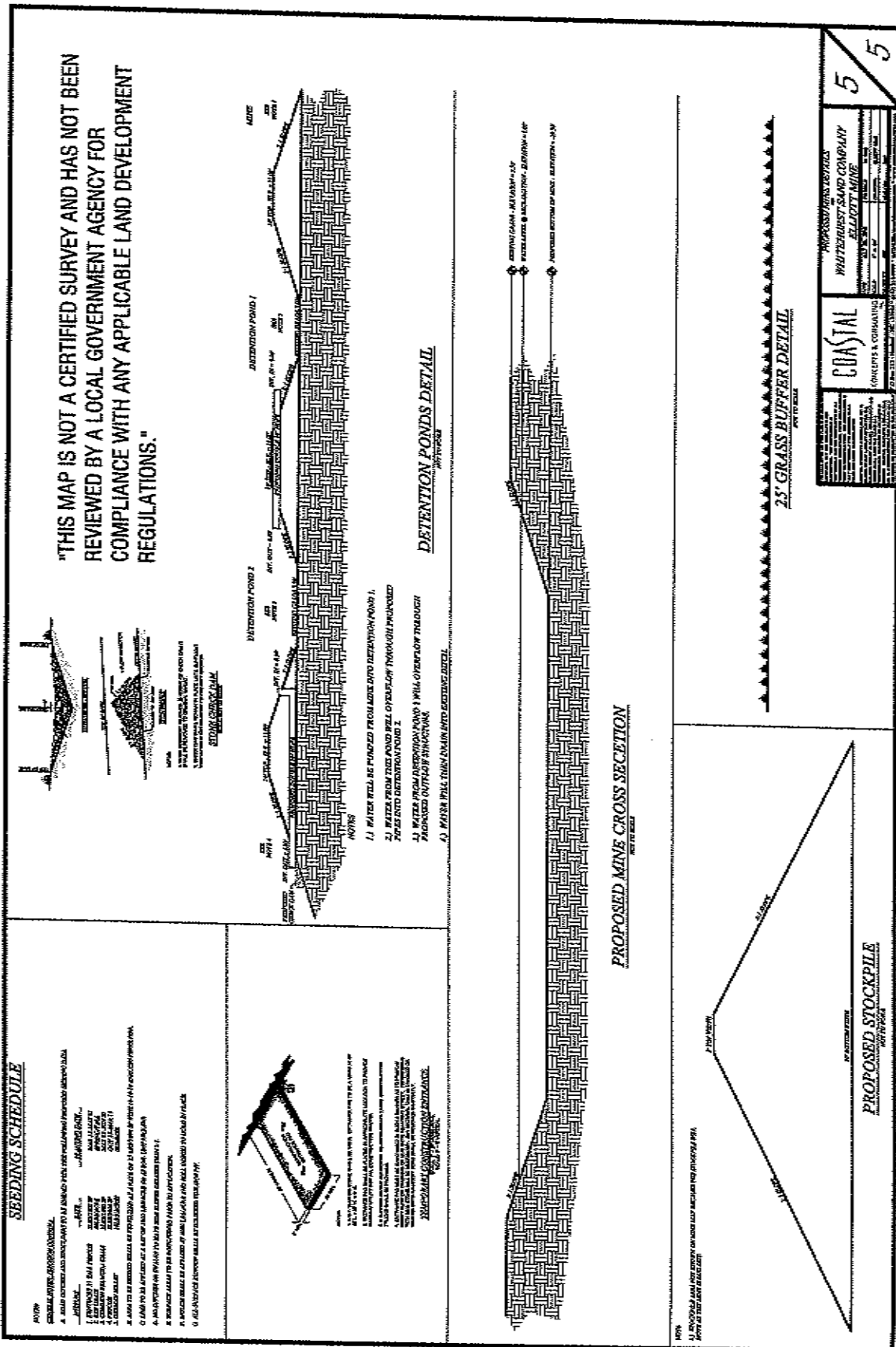


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COASTAL
PROFESSIONAL SURVEYOR WHITEHORST SAND COMPANY SULLY CITY MAIN 1000 S. 10TH ST., SUITE 100 OMAHA, NE 68102 PHONE: (402) 421-1111 FAX: (402) 421-1112 WWW.COASTALSURVEYORS.COM

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN
 REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR
 COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT
 REGULATIONS. #





"THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS."

PROPOSED MINE DETAIL	
DATE	NOV 7 2016
DRAWN BY	COASTAL
CHECKED BY	COASTAL
APPROVED BY	COASTAL
PROJECT NO.	2016-001
SCALE	AS SHOWN
PROJECT: PROPOSED MINE DETAIL CLIENT: WHITEHURST SAND COMPANY LOCATION: ELLIOTT MINE COUNTY: ISHPEMING COUNTY, MI TOWNSHIP: BROWN TOWNSHIP, MI SECTION: 36, RANGE: 4N, TOWNSHIP: 12W	

SPECIAL CALLED MEETING

November 14, 2016

4:00 p.m.

The Perquimans County Board of Commissioners met in a SPECIAL CALLED MEETING on Monday, November 14, 2016, at 4:00 p.m. in the Upstairs Courtroom of the Perquimans County Courthouse Annex Building.

MEMBERS PRESENT: Janice McKenzie Cole, Chair Kyle Jones, Vice Chairman
Fondella Leigh Edward R. Muzzulini
Wallace Nelson Matthew Peeler (Recused)

MEMBERS ABSENT: None

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

After the Chair called the meeting to order, Commissioner Nelson gave the invocation and the Chair led the Pledge of Allegiance. She gave instructions to the public and asked that they refrain from any public comments or display of emotion. If they could not comply, she would ask the Sheriff to remove them from the meeting.

CONDITIONAL USE PERMIT NO. CUP-16-01

Chair Cole opened the Special Called Meeting stating that the purpose of the meeting was to deliberate over the proposed Conditional Use Permit No. CUP-16-01, by Timbermill Wind, LLC, c/o Apex Clean Energy Holdings, LLC, for a Large Wind Energy Facility in the Bear Swamp and Centerhill Communities (to include Tax Parcel Nos. 3-003900011B; 3-0047-00001, -00002, -00014 and -00028; 3-0048-00001 and -00003; 3-0049-00009, -00024A, -00025, -00026, -00036 and -00039(part); 3-0058-00004(part), -00007 and -00013; and 3-0059-00012A(part)), and extending west into Chowan County. She said that she needed some direction from the Board regarding the process they would follow. There is a list of specific conditions that the Board needs to review and consider for a conditional use permit as set forth in the Section 907.27 of the Zoning Ordinance.

She said that we could (1) go over these specific conditions and then get to the final approval of the CUP considering the Section 903 Findings of the Zoning Ordinance; or (2) integrate the discussion on these individual conditions and the impact that it would be on the four conditions listed in Section 903 of the Zoning Ordinance. It was the consensus of the Board to proceed with incorporating the discussion of the conditions. The discussion went as follows:

SPECIFIC CONDITIONS FOR REVIEW AND CONSIDERATION FOR A WIND ENERGY FACILITY AS SET FORTH IN SECTION 907.27 OF THE ZONING ORDINANCE

1. Does the proposed wind energy facility meet the RA zoning requirements for a large facility? Reviewing the application, Planning Board Minutes, and the Clarion Report, the Board agreed that this condition had been met by the Applicant.
2. Does the permit application and evidence for a Wind Energy Facility submitted by Timbermill contain the required items set forth in 907.27B(1)? The Board discussed each of the following items and determined that this condition had been met by the Applicant with some further discussion on possible additional conditions to satisfy item 1.
 - a. Does the permit application and evidence contain a narrative describing the proposed wind energy facility, including an overview of the project? *Citing page 3 of the narrative and Clarion report, the Board agreed that it did.*
 - b. Does the permit application and evidence contain the proposed total rated capacity of the wind energy facility? *Again, citing page 3 of the narrative, the Board agreed that it did.*
 - c. Does the permit application and evidence contain the proposed number, representative types of height or range of heights of wind turbines to be constructed, including their rated capacity, dimensions and respective manufacturers, and a description of ancillary facilities? *Citing pages 3 and 4 of the narrative, the Board agreed that it did.*
 - d. Does the permit application and evidence contain the identification and location of the property or properties on which the proposed wind energy facility will be located? *Citing the Clarion report and Section 4 of application, the Board agreed that it did.*
 - e. Does the permit application and evidence contain a site plan showing the planned location of all wind turbines, property lines, setback lines, access roads, substation(s), electrical cabling from the wind energy facility to substation(s), ancillary equipment, building(s), transmission and distribution lines? (The site plan must also include the location of all occupied buildings, residences, and other features sufficient to demonstrate compliance with the setbacks required by the ordinance.)? *Citing Section 18 of the application and updated information in Exhibit 2, Tab 3 of Don Gieck's testimony, the Board agreed that it did.*
 - f. Does the permit application and evidence contain any environmental assessment(s) required by state or Federal law? *Commissioner Leigh had some questions about this item. The Board cited David Phillips and Tracy Butler's testimony and the Clarion report. There was some questions about the required reports during their cross examination about reports not being available prior to receiving the CUP approval. Commissioner Nelson made a comment regarding the fact that there would be some permits that would be there or might not be there prior to the approval of the CUP. Mr. Nelson further stated that, without considering a more detailed plan, certain state and Federal permits would not be required until after the CUP is approved. Commissioner Jones agreed with Mr. Nelson and feels that, to the extent that they can obtain permitting, the applicant has done that. Commissioner Leigh said that this discussion cleared some questions she had about this requirement. Mr. Nelson further stated that this may not be the time that the Board needed to discuss adding something that may require the applicant to do to better satisfy this condition. Mr. Muzzulini concurred with these comments. Chair Cole stated that it looks like the Board agrees that this has been completed but feels that additional conditions may be required. Therefore, the Board agreed that it did but will discuss further requirements later if the CUP is approved.*
 - g. Does the permit application and evidence contain decommissioning plans that describe the anticipated life of the wind energy facility, the estimated decommissioning costs in current dollars, the salvage value of the equipment, and the anticipated manner in which the wind energy facility will be decommissioned and the site restored? *Citing Kendra Kalberg-Childers' testimony and Exhibits 24/25 Tab 5, the Board felt that this condition has been met.*
 - h. Does the permit application and evidence contain documentation of agreement between participating landowners and the applicant, facility owner, or operator? *Reviewing Tab 7 of application and Exhibit 19, the Board felt that this has been met.*
 - i. Does the permit application and evidence contain the signature of the applicant? *Per Tab 1 of the application, the Board feels that this condition has been met.*
 - j. Does the permit application and evidence provide for the establishment of an escrow account in the name of Perquimans County in the amount set forth by the Board of County Commissioners in separate fee schedules? *Citing the Clarion report, the Board agreed that this condition has been met.*
3. Does the permit application and evidence meet the setback requirements for a large facility set forth in 907.27B(4)? Reviewing Exhibit 9, Tab 18 and Tracy Butler's testimony, the Board agreed that this condition had been met by the Applicant.

4. Does the permit application and evidence meet the requirement in 907.27B(5)(a) that audible sound from a large wind energy facility shall not exceed fifty-five (55) dBA, as measured at any occupied building or residence on the property of a non-participating landowner? Chair Cole said that this was covered under Mark Bastasch and Robert Rand's testimony. Reviewing Mark Bastasch (Timbermill Exhibits 12-18) and Robert Rand's (Opposition Exhibits 7-10) testimony, the Board agreed that they were accepted as expert witnesses in their field so Chair Cole began by comparing their qualifications. With regard to qualifications, Mr. Bastasch had better qualifications than Mr. Rand. Commissioner Nelson said that Mr. Bastasch gave compelling testimony and was not impressed that there was no solid proof that there would not be any side effects with the noise from the turbines. Mr. Nelson further stated that he was not impressed with Mr. Rand's testimony. There were some questions about his co-author. He just has some concerns about the accuracy of Mr. Rand's testimony. He feels that the applicant did comply with this condition. Commissioner Muzzulin agreed. Chair Cole also said that she had problems with Mr. Rand's testimony and his demeanor during his testimony. Commissioner Leigh felt that Mr. Bastasch's testimony was more concrete. It was the consensus of the Board that the applicant satisfied this condition.
5. Does the permit application and evidence meet the requirement in 907.27B(5)(b) that shadow flicker on any occupied building or residence on a non-participating landowner's property caused by a large wind energy facility must not exceed thirty (30) hours per year? Chair Cole said that this was covered under Mark Bastasch and Robert Rand's testimony. Commissioner Nelson made several comments and said that he would like to consider a condition to use available technology to cut off the turbines during heavy shadow flickering times on non-participant properties and feels that the Perquimans County Land Use Plan supports this condition. Commissioners Muzzulin stated that this report is based on the wind turbines operating continuously. With the cloud cover today, there would be no shadow flicker. He closed his remarks with stating that he would also like to see an additional condition to address this issue. Commissioner Leigh concurred with Commissioner Nelson to add a condition to cut off turbines during heavy shadow flickering times on non-participant properties. Chair Cole said that the Board would come back to address these issues after they had completed their review of the other conditions. They do feel that they met the burden of proof but would like additional conditions.
6. Does the permit application and evidence meet the installation and design requirements set forth in 907.27B(6)? Citing Tracy Butler's testimony, the Board feels that the applicant has satisfied this condition.
7. Does the permit application and evidence meet the decommissioning requirements set forth in 907.B(7)? Upon reviewing Kendra Kalevig-Childers' testimony and her exhibits, the Board feels that this condition has been satisfied.
8. Does the permit application and evidence contain a Noise Evaluation Report for each of the proposed wind turbine locations and any alternative wind turbine locations at the proposed site any alternative sites in accordance with the noise control regulations established by the Perquimans County Zoning Regulations? The Board discussed each of the following items and determined that this condition had been met by the Applicant.
- Does the Noise Evaluation Report contain a detailed description of the potential noise levels that would be generated by the proposed wind turbines and any alternative wind turbines at the proposed site and any alternative sites (Tab 9, Mark Bastasch's Exhibits 15 & 16 - complies to this condition), including, but not limited to, existing sound levels at the proposed site and any alternative sites, projected sound levels to be generated by the operation of the proposed wind turbines and any alternative wind turbines (Mark Bastasch's Exhibit 16 - complies to this condition), the methodology used to monitor and evaluate sound levels (Mark Bastasch's Exhibit 16 - complies to this condition), the methodology used to monitor and document the noise emission characteristics of the proposed wind turbines and any alternative wind turbines (Mark Bastasch's testimony - where available, the applicant complies to this condition), and an analysis of compliance with the noise control regulations established by Perquimans County (Mark Bastasch's testimony - complies to this condition)?
 - Does the Noise Evaluation Report contain calculations in accordance with the noise control regulations established by Perquimans County for the projected maximum cumulative sound levels generated when the proposed wind turbines and any alternative wind turbines are in operation at the proposed site and any alternative sites measured at nearest existing occupied building, project maximum day-time and night-time sound levels generated when the proposed wind turbines and any alternative wind turbines are in operation at the nearest occupied building, and projected maximum levels of infrasonic sound, ultrasonic sound, impulsive noise and prominent discrete tones generated when the proposed wind turbines and any alternative wind turbines are in operation at the proposed site and any alternative sites measured at the nearest occupied building? Citing Exhibit 14 and Exhibit 16 beginning on page 2, the Board agreed that the condition has been satisfied.
 - Does the Noise Evaluation Report contain a study area map for the proposed site and any alternative sites depicting the noise analysis study area radius, site boundaries, sound level monitoring locations and nearest occupied building? Citing Exhibit 15 and Tab 9 of the application, the Board agreed that it did.
 - Does the Noise Evaluation Report contain an identification of any potential mitigation measures to minimize sound levels at the nearest occupied building, including, but not limited to, utilization of best practical noise control measures in accordance with the Perquimans County Zoning Regulations? According to Mark Bastasch's August 24th testimony on page 131 line 23-24, there are none needed so the Board agreed that they have satisfied this condition.
- At this moment of the meeting, the Board discussed the testimony of Mark Bastasch, Timbermill witness, and Robert Rand, Opposition witness. Commissioner Jones felt that Mr. Bastasch's testimony was competent and felt that Mr. Rand's testimony could not rebut it. Commissioner Nelson agreed that Mr. Bastasch's testimony was more compelling and Mr. Rand's testimony was not compelling at all. Commissioner Muzzulin agreed. Commissioner Leigh said that Mr. Bastasch's testimony was more sound and concrete. Commissioner Jones referred to a tweet from Mr. Rand, not entered into evidence, where he stated that he was baffled that no public health agency in the U.S. has contacted him about the wind turbine motion sickness. This image caused Mr. Jones not to give as much weight to Mr. Rand's testimony as he would have Mr. Bastasch's testimony. Chair Cole said that Mr. Bastasch was cross-examined about the amplitude modulation, the whoosh, whoosh sound, but that was a cure happening. There being no other comments, the Board move to condition No. 9.
9. Does the permit application and evidence contain an Ice Drop and Ice Throw Evaluation Report for each of the proposed wind turbine locations and any alternative wind turbine locations at the proposed site any alternative sites? Citing Robert O'Neal's testimony including Tab 10/11, Exhibits 27/28, and the discussion of each of the following items, the Board determined that this condition had been met by the Applicant. Commissioner Nelson stated that he believes that the evidence provided the Board was credible. He said that, if his memory is correct, the maximum ice throw was 1235 feet and the nearest occupied dwelling is 1943 feet. The maximum blade throw was 742 feet and the nearest occupied dwelling is 1943 feet. He did ask that we need to set an additional condition to state that, to mitigate any ice throw or blade throw onto a non-participating property, it needs to remove any wind turbine within 1300 feet of any non-participating property owner. This is allowed by the Perquimans County Land Use Plan. This would be another item to come back to after our deliberation.
- Does the Ice Drop and Ice Throw Evaluation Report contain a detailed description of the conditions at the proposed site and any alternative sites that may cause ice to be dropped or ice to be thrown, or both, from the wind turbine blades of the proposed wind turbines and any alternative wind turbines, the methodology used to evaluate and assess the risk of ice drop or ice throw, or both, and the wind turbine manufacturer's technical documentation relating to recommended ice drop and ice throw setback distances and installed ice monitoring devices and sensors? Citing Robert O'Neal's testimony including Exhibit 28, page 2, the Board agreed that the condition has been satisfied. With regard to the technical documentation, that would be included on the bottom of page 1 of Exhibit 28. Thus, the Board agreed that the condition has been satisfied.
 - Does the Ice Drop and Ice Throw Evaluation Report contain calculations in feet of the maximum distance that ice could be dropped from the wind turbine blades for each proposed wind turbine and any alternative wind turbines at the proposed site and any alternative sites when the wind turbines are stationary and calculations in feet of the maximum distance that ice could be thrown from the wind turbine blades for each proposed wind turbine and any alternative wind turbines at the proposed site and any alternative sites when the wind turbines are in operation? According to Exhibit 29 - pages 3-4, the maximum distance for ice drop would be 960 feet and the maximum distance for ice throw would be 1235 feet. Therefore, the Board agreed that the condition has been satisfied.

- c. Does the Ice Drop and Ice Throw Evaluation Report contain a study area map for the proposed site and any alternative sites depicting the ice throw study area radius, site boundaries and locations where ice could be dropped or locations where ice could be thrown from the wind turbine blades, or both, of each proposed wind turbine and any alternative wind turbines at the proposed site and any alternative sites when the wind turbines are stationary and in operation? According to Exhibit 29, *Epsilon Figure 1 and Tab 11 of the application, the Board feels that this condition has been satisfied.*
- d. Does the Ice Drop and Ice Throw Evaluation Report contain an identification of any potential mitigation measures to minimize the risk, occurrence and impact of ice drop or ice throw, or both, from the wind turbine blades of each of the proposed wind turbines and any alternative wind turbines, including, but not limited to automatic and remote manual shutdown of the wind turbines? Citing Exhibit 28 - page 4, second paragraph, the Board agreed that this condition was satisfied.
10. Does the permit application and evidence contain a Blade Drop and Blade Throw Evaluation Report for each of the proposed wind turbine locations and any alternative wind turbine locations at the proposed site any alternative sites? Chair Cole stated that this falls along the line of the Ice Drop and Ice Throw Evaluation Report. Again, citing Robert O'Neal's testimony, Exhibits 27 and discussing the following issues, the Board determined that this condition was satisfied with additional language that might need to be added.
- a. Does the Blade Drop and Blade Throw Evaluation Report contain a detailed description of the conditions at the proposed site and any alternative sites that may cause blade to be dropped or blade to be thrown, or both, from the wind turbine blades of the proposed wind turbines and any alternative wind turbines, the methodology used to evaluate and assess the risk of blade drop or blade throw, or both, and the wind turbine manufacturer's technical documentation relating to recommended blade drop and blade throw setback distances and installed blade monitoring devices and sensors? Citing Robert O'Neal's testimony including Exhibit 27, the Board agreed that the condition has been satisfied.
- b. Does the Blade Drop and Blade Throw Evaluation Report contain calculations in feet of the maximum distance that blade could be dropped from the wind turbine blades for each proposed wind turbine and any alternative wind turbines at the proposed site and any alternative sites when the wind turbines are stationary and calculations in feet of the maximum distance that blade could be thrown from the wind turbine blades for each proposed wind turbine and any alternative wind turbines at the proposed site and any alternative sites when the wind turbines are in operation? According to Epsilon Report pages 4-5, the Board agreed that the condition has been satisfied.
- c. Does the Blade Drop and Blade Throw Evaluation Report contain a study area map for the proposed site and any alternative sites depicting the blade throw study area radius, site boundaries and locations where blade could be dropped or locations where blade could be thrown from the wind turbine blades, or both, of each proposed wind turbine and any alternative wind turbines at the proposed site and any alternative sites when the wind turbines are stationary and in operation? According to Robert O'Neal's testimony, the Board feels that this condition has been satisfied.
- d. Does the Blade Drop and Blade Throw Evaluation Report contain an identification of any potential mitigation measures to minimize the risk, occurrence and impact of blade drop or blade throw, or both, from the wind turbine blades of each of the proposed wind turbines and any alternative wind turbines, including, but not limited to automatic and remote manual shutdown of the wind turbines? According to Robert O'Neal's testimony, the Board agreed that this condition was satisfied.

At this moment of the meeting, Chair Cole asked the Board if they had any further comments or discussion on Robert O'Neal's testimony. There being none, she moved on to condition No. 11.

11. Does the permit application and evidence contain a Shadow Flicker Evaluation Report for each of the proposed wind turbine locations and any alternative wind turbine locations at the proposed site any alternative sites? The Board discussed each of the following items and reviewed Mark Bastasch and Robert Rand's testimony. The Board agreed that this condition has been satisfied with the addition of a condition mentioned earlier.
- a. Does the Shadow Flicker Evaluation Report contain a detailed description of the conditions of the potential shadow-flicker producing features of each of the proposed wind turbines and any alternative wind turbines at the proposed site and any alternative site, including, but not limited to, an analysis of conditions that may cause shadow flicker, the methodology used to evaluate shadow flicker and the manufacturer's technical documentation relating to shadow flicker, if available. The Board agreed that this condition has been satisfied.
- b. Does the Shadow Flicker Evaluation Report contain calculations from each proposed wind turbine and any alternative wind turbines at the proposed site and alternative sites to each off-site occupied structure location within a one-mile radius, include, but not limited to, the following: (A) Distance in feet; (B) Shadow length and intensity; (C) Shadow flicker frequency; (D) Specific times shadow flicker is predicted to occur; and (E) Duration of Shadow Flicker measured in total annual hours? Information located behind Tab 8 provided sufficient evidence to allow the Board to agree that this condition was satisfied.
- c. Does the Shadow Flicker Evaluation Report contain a study area map of the propose site and any alternative sites depicting the shadow flicker analysis study area radius, the site boundaries, locations of the proposed wind turbines and locations of any alternative wind turbines, locations of off-site occupied structures, and areas of shadow flicker occurrence identified according to total annual hours? Information located behind Tab 8, Figure 1 provided sufficient evidence to allow the Board to agree that this condition was satisfied.
- d. Does the Shadow Flicker Evaluation Report contain an identification of potential mitigation measures to minimize the impact of shadow flicker, including, but not limited to, vegetation, screening and fence construction? Information located behind Tab 8, paragraph 8 provided sufficient evidence to allow the Board to agree that this condition was satisfied.

At this time, Chair Cole requested a break in the meeting until 6:20 p.m.

After the break, Chair Cole returned to discussing the general conditions for review and consideration for a Conditional Use Permit as set forth in Section 903 of the Zoning Ordinance.

GENERAL CONDITIONS FOR REVIEW AND CONSIDERATION FOR A CONDITIONAL USE PERMIT AS SET FORTH IN SECTION 903 OF THE ZONING ORDINANCE

1. That the use will not materially endanger the public health or safety, if located according to the plan submitted and approved. According to the testimony of Tracy Butler - design & setbacks; Robert O'Neal - Ice Drop/Ice Throw & Blade Drop/Blade Throw; Mark Bastasch - sound & shadow flicker; Kendra Childers - decommissioning; Christopher Ollson - environmental & health issues; and Robert Rand - sound, shadow flicker, and health issues, the Board agreed by a vote of five (5) to zero (0) that this finding was satisfied.
2. That the use meets all required conditions and specifications. After reviewing the above Specific Conditions as set forth in Section 907.27 of the Zoning Ordinance, the Board agreed by a vote of five (5) to (0) that this finding was satisfied.
3. That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity. The testimony of Charles Moody and Mike McCann provided the evidence needed to evaluate this finding. Commissioner Nelson had concerns about the testimony and analysis used by Mr. Moody. Specifically, Commissioner Nelson found that Mr. Moody used a faulty assumption that people in the community were aware of the project in 2013 and 2014. Commissioner Nelson concluded that the applicant did not meet its burden on this factor. Commissioner Nelson also found that the expert testimony of Mr. McCann followed a more logical approach than that utilized by Mr. Moody. Commissioner Jones stated that both experts had a difficult task. Commissioner Jones did not find the testimony of Mr. McCann to be as credible as the testimony of Mr. Moody. Commissioner Leigh did not find Mr. Moody's testimony to be very convincing. Commissioner Leigh concluded that the testimony and report offered by Mr. McCann contained more information and was more credible on the issue. Commissioner Muzzulini was not impressed with either Mr. Moody or Mr. McCann but concluded that the applicant met its burden on this issue. Chair Cole agreed with Commissioner Muzzulini that both Mr. Moody and Mr. McCann were poor witnesses. Chair Cole specifically concluded that Mr. McCann was not a credible witness on the issue. Chair Cole found that Mr.

seconded the motion. Chair Cole asked for any discussion. There being none, she called for a vote which was unanimous to approve the following Order:

PERQUIMANS COUNTY BOARD
OF COMMISSIONERS

CUP-16-01

In Re:

Application by Timbermill
Wind, LLC for Conditional
Use Permit for a Large Wind
Energy Facility)

ORDER

SUMMARY OF PROCEEDINGS AND PRELIMINARY FINDINGS

This matter came before the Perquimans County Board of Commissioners (the "Board") on the above-referenced application submitted by Timbermill Wind, LLC ("Timbermill" or "Applicant") for a conditional use permit to construct and operate a Large Wind Energy Facility in the Bear Swamp and Center Hill communities, permit application number 16-01 (the "Application"). A quasi-judicial hearing was commenced on August 24, 2016 to consider the Application. Testimony from numerous witnesses, and documentary and other evidence was received during the hearing that spanned over a total of seven (7) evening sessions, and the evidentiary record was closed on October 18, 2016.

After hearing closing arguments on October 22, 2016, the Board met on November 14, 2016 to deliberate on the Application. In its deliberations, the Board considered all the testimony and evidence submitted during the hearing, and the requirements for a Large Wind Energy Facility as set forth in Section 907.27 of the Ordinance. The Board also deliberated regarding each of the four general requirements set forth in Section 903 of the Ordinance. The Applicant has the burden of proving at all times that the proposed use would not violate the requisites of Section 903 of the Perquimans County Zoning Ordinance. In so doing, the Applicant is responsible for presenting competent, material and substantial evidence to support each of the following four requisites:

- (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.

During its deliberations, the Board considered first the specific requirements set forth in Section 907.27. Following deliberations regarding the specific requirements, the Board considered separately the four (4) general requirements, deliberated over the evidence on each of the four (4) general requirements, and each individual Board member provided separate votes as to whether the applicant met its burden on each of the general requirements. Following the deliberations on the specific and general requirements, the individual Board members considered the record evidence, considered the prior determinations made as to the general conditions and voted on the ultimate issue: whether to grant or deny the Conditional Use Permit.

As to the first two general requirements, all five Board members concluded that the Applicant met its burden of proof based on the record evidence.

As to the third general requirement, Commissioners Leigh and Nelson concluded by vote that the Applicant failed to meet its burden that the use would not substantially injure the value of adjoining or abutting property and that substantial, competent and material evidence in the record demonstrated that the proposed use would substantially injure the value of adjoining or abutting properties. The remaining three Commissioners concluded by vote that the Applicant met its burden based on the record evidence.

As to the fourth general requirement, Commissioner Jones concluded by vote that the Applicant failed to meet its burden that the location and character of the use, if developed according to the plan as submitted and approved, would be in harmony with the area in which it is to be located and that substantial, competent and material evidence in the record supported this conclusion. The remaining four Commissioners concluded by vote that the Applicant met its burden on this requirement based on the record evidence.

The deliberations and the aggregate of the individual votes taken on each of the four general requirements in Section 903 revealed that a majority of the remaining five Commissioners (3 out of 5) concluded that at least one of these general requirements, all of which must be satisfied before the Application can be granted, were not satisfied by competent, material and substantial evidence in the record.

Pursuant to Section 903, a motion was then made by Commissioner Jones that based on the prior deliberations and actions of the Board that the Project be denied because the Applicant did not meet its burden on all of the general and specific conditions of the Ordinance. That motion was seconded by Commissioner Leigh and the motion passed by a 3 to 2 vote, with Commissioner Nelson joining Commissioners Jones and Leigh in voting in favor of the motion to deny the Application. Chairwoman Cole and Commissioner Muzzulin voted against that motion.

During the session held on November 21, 2016 to adopt this Order memorializing the decision reached by the Board on November 14, 2016, each of the three Board members voting to deny the Application (Jones, Nelson and Leigh), which constituted a majority, reviewed and approved the following findings of fact and conclusions of law as specifically identified and set forth below:

FINDINGS OF FACT

A. General Findings of Fact

1. In the Application, Timbermill requests a conditional use permit to operate a Large Wind Energy Facility in the Bear Swamp and Center Hill communities of Perquimans County (the "Project"). The Project, as proposed by Timbermill, would consist of 57 industrial wind turbines ("IWTs"), each proposed to have a maximum height of 599 feet. The IWTs proposed by Timbermill would be larger than any other IWTs currently operating in the United States.

2. The area in which the Project is proposed is zoned Rural Agriculture, and is currently used for both agricultural and residential purposes. While Timbermill presented evidence that the proposed turbines will be primarily located on timber land owned by the Weyerhaeuser Company and leased by Timbermill, much of the area adjoining and abutting the Project is owned by non-participating landowners, who live, farm, work and recreate in the area immediately adjacent to the Project area.

B. Findings of Fact concerning the requirement that the use will not substantially injure the value of adjoining or abutting property

3. Regarding whether the Project would substantially injure the value of adjoining or abutting properties, the testimony of Charles Moody ("Moody") and Mike McCann ("McCann") provided the primary evidence needed to evaluate this requirement. Both Moody and McCann provided expert witness testimony as real estate appraisers.

4. As to his examination of the Project, Moody performed two types of analyses: a prior sales analysis, which examined the alleged impact of the project on home sales within Perquimans County; and a review and analysis of several academic studies done by educational researchers who are not licensed appraisers qualified to make opinions as to value impacts.

5. In his sales analysis, Moody attempted to examine what, if any, impact the Project had on real estate values in Perquimans County. In doing so, Moody examined sales of real property within the Project area prior to 2013, and compared sales of the same property between 2013 and 2015 against paired sales outside the area to determine whether the anticipation and potential approval of the Project had any impact on sale prices in the area. Moody's analysis assumed that the Project was known to the public in 2013, such that the resale price of the examined properties would reflect the impact of the Project.

6. The record contains substantial testimony from residents in the community that they were not aware of the proposed Project until the summer of 2015. Furthermore, Mr. Moody himself testified that the real estate professionals he spoke with in Perquimans County regarding the Project were not aware of the Project as late as the summer of 2016.

7. As to the second analysis conducted by Moody, his review of certain academic studies, two of these academic studies authored by Mr. Ben Hoen purport to examine the impact of dozens of operational wind facilities on real property values near wind energy facilities. These academic studies were not conducted by licensed appraisers and the data underlying these studies was never released to the public. As a result, Moody did not have the ability to review the underlying data. Moreover, these academic studies were not limited to, or focused on, these properties that actually adjoin or abut the studied wind turbine facilities. Finally, Moody could not articulate or explain the statistical measure (the R squared coefficient) in the hedonic regression analysis utilized in the 2009 and 2013 LBNL studies to determine their reliability.

8. Commissioner Nelson had concerns about the testimony and analysis used by Moody. Specifically, Commissioner Nelson found that Moody used a faulty assumption that people in the community were aware of the project in 2013 and 2014. Commissioner Nelson

concluded that the applicant did not meet its burden concerning the requirement that the use will not substantially injure the value of adjoining or abutting property.

9. Commissioner Leigh did not find Mr. Moody's testimony to be very convincing.
10. Based on the whole record, Commissioners Leigh and Nelson conclude that the methodology used by Moody does not reasonably support his conclusion that the Project will not substantially injure the value of adjoining or abutting property as set forth in Section 903(c) of the Ordinance.
11. Testimony was also received from McCann. In addition to his testimony, McCann provided a thorough report to the Board explaining and supporting his conclusions, including his conclusion that the value of adjoining and abutting properties would be substantially injured as a result of the Project.
12. It is undisputed that McCann is the only witness to testify before the Board who conducted a sales comparison/paired sales analysis regarding the property value impacts of operational wind facilities on adjoining or abutting properties.
13. McCann has personally examined the impacts of industrial-scale wind facilities on communities like Perquimans County, and has shown that, based on the similarity to the Project, data collected at these facilities will reliably predict the impact of the Project on adjoining or abutting property. Based on the methodology he described, McCann provided the opinion that the Project will have a substantial negative impact on the value of properties that adjoin or abut the Project. McCann also provided in his report that "in his professional opinion any value diminution that measurably exceeds typical negotiation range for an unaffected transaction must be considered substantial..."
14. Commissioner Nelson also found that the expert testimony of McCann followed a more logical approach than that utilized by Moody.
15. Commissioner Leigh concluded that the testimony and report offered by Mr. McCann contained more information and was more credible on the requirement that the use will not substantially injure the value of adjoining or abutting property.

C. Findings of Fact concerning the requirement 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

16. The Project proposes to construct 57 of the largest turbines in the United States. These turbines will be installed in an area with little-to-no industrial activity, and that is otherwise agricultural and residential.
17. Additionally, the Project plans, as well as the visual simulations presented by Timbermill itself, demonstrate that the proposed TWTs will rise far above all their surroundings, and will have a significant visual impact. This visual impact will change the nature and character of this rural and pastoral area indefinitely.
18. The visual impact of the project cannot be mitigated in any reasonable fashion, based on the sheer height of the proposed turbines.
19. Further, regarding the visual impact of the Project, evidence was presented by Tommy Stokely, a licensed surveyor experienced in preparing visual simulations, showing visual simulations of specific residential locations around the Project area. These simulations demonstrate the impact of the Project on, among other things, the residential property surrounding the Project area. Specifically, the visual simulations presented by Mr. Stokely showing the impacts of the TWTs on residential homes owned by Dabney Staff, Dennis Hunter, Clyde Elliott and Kristi Copeland and other nearby property owners.
20. Commissioner Jones specifically took note of Ms. Staff, Mr. Hunter, and Mr. Elliott's testimony on how they currently use their property and the character and use of their property.
21. As to the issue of harmony, Commissioner Jones found that the evidence presented by the residents, and opponents to the Project, was compelling. Based on all of the evidence presented, including but not limited to the evidence presented in opposition to the Application, Commissioner Jones concluded that the project would not be in harmony of the area in which it is to be located.
22. The Project as a whole would be in sharp contrast to the current surroundings in the Bear Swamp and Center Hill communities.
23. In addition, Timbermill presented evidence regarding the shadow flicker that will result from the operation of these turbines. In presenting that evidence, Timbermill contends that no residence will receive more than 30 hours of shadow flicker per year. Residents testified that the amount of shadow flicker projected in Timbermill's own evidence will severely limit and impair the harmonious use and enjoyment of these properties.

CONCLUSIONS

1. Based on the above findings and the whole record, three members of the Board (a majority) have determined that Timbermill failed to satisfy all four general requirements set forth in Section 903. Specifically, three members of the Board (a majority) found that at least one of the four general requirements in Section 903 were not satisfied by competent, material and substantial evidence in the record.
2. Timbermill failed to meet its required burden of proof to obtain the requested conditional use permit.
3. As demonstrated by the above findings and based on evidence contained in the whole record, Timbermill failed, as to Commissioners Leigh and Nelson, to present competent material and substantial evidence on the requirement that the proposed use will not substantially injure the value of adjoining or abutting property.
4. As demonstrated by the above findings and based on evidence contained in the whole record, Timbermill failed, as to Commissioner Jones, to present competent material and substantial evidence on the requirement that the location and character of the use, if developed according to the plan as submitted and approved, will not be in harmony with the area in which it is to be located.
5. A majority of the Board, in the aggregate, concluded that Timbermill failed to present competent material and substantial evidence on all four of the required general conditions contained in Section 903 and, as such, the majority voted to deny the Application.

WHEREFORE, based on the majority vote of the Commissioners to deny the Application for failing to meet its burden on all of the general and specific conditions of the Ordinance, and for the reasons set forth herein, the Application is hereby DENIED.

This the 21st day of November, 2016.

By: _____
Janice Mackenzie Cole, Chairwoman
Perquimans County Board of Commissioners

CONDITIONAL USE PERMIT NO. CUP-16-02 & CUP-16-04

Chair Cole stated that the next item of business was the following Conditional Use Permits:

- A. Conditional Use Permit No. CUP-16-02 - Heath McLaughlin
 - > To approve/deny Conditional Use Permit No. CUP-16-02, requested by Heath McLaughlin (for Alpha Value Solar, LLC) for a Large Scale, ground-mounted Solar Power Energy System Facility in the 700-Block of Ocean Highway South (US Hwy. 17), to include Tax Parcel Nos. 3-0049-00010A and 3-0049-00016.
- B. Conditional Use Permit No. CUP-16-04 - Heath McLaughlin
 - > To approve/deny Conditional Use Permit No. CUP-16-04, requested by Heath McLaughlin (for Sun Farm V. LLC) for a Large Scale, ground-mounted Solar Power Energy System Facility in the 700-Block of Ocean Highway South (US Hwy. 17), to include Tax Parcel Nos. 3-0049-00012 and 3-0049-00011.

Beth Trahos of Smith, Moore, Leatherwood, Attorneys at Law, introduced herself and explained that she represented the applicant for these Conditional Use Permits. She explained that she has some documents to distribute to the Board which includes affidavits from experts that they have present tonight and wanted to know if it would be appropriate to distribute them at this time. Chair Cole stated that it was her understanding that the only thing that was going to be discussed tonight was the response to Ms. Matthews' letter and the documents relating to those responses. Ms. Trahos stated that these documents were in response to Ms. Matthews' letter. Chair Cole directed Ms. Trahos to distribute the packets. The Board took the time to review the documents. Chair Cole stated that, if her memory is correct, Ms. Matthews' letter only applied to CUP-16-04. Commissioner Peeler stated that, when we authorized them to discuss CUP-16-02 and CUP-16-04 together, we allowed her to talk about both projects. He further stated that he did not know what to do with that. Chair Cole said that we allowed both to be

considered at the same time but it did not change the fact that only one of the projects directly affected her property. Commissioner Peeler further stated that she was introducing evidence that affected both properties. Chair Cole stated that, in a Quasi-Judicial Hearing, only those property owners abutting the project would be allowed to speak so, even though she was speaking during the hearing for both properties, the evidence was only allowed for the property that was abutting the project. County Manager Heath confirmed that her comments were only for the CUP-16-04 where her concerns were. County Attorney High stated that the way we receive comments does not affect whether or not she has standing on the second property where she is not adjoining. Mr. High understood where Mr. Peeler was coming from but her evidence would only relate to the one property in which she had standing. Chair Cole further stated that she has said what she said because what the Board had been presented with and what the Board should consider is the information on CUP-16-04. Commissioner Peeler stated that he was under the impression that all evidence had been presented at the November 7, 2016 Public Hearing so he was confused as to why they are looking at this information now. Chair Cole asked County Attorney High to respond to Mr. Peeler's question. Mr. High stated that what he would allow them to consider tonight in the packet that was presented to the Board are those things that were addressed in the property owner's letter that was presented at the November 7, 2016 Public Hearing. He further stated that they felt that the applicant should have the opportunity to address the issues that property owner brought up during the hearing and that they should only consider those items tonight in direct response to her questions. Ms. Trohos explained that they had experts present tonight that would be able to address the issue of property values and safety and would ask the Board to allow them to briefly address these issues in order to have a fair and balanced hearing. Ms. Trohos also stated that she would be remiss if she did not object to the testimony, which they believe, does not meet the statutory standards of competent and material evidence. Chair Cole said that the Board would get to that. After reviewing the documents, Chair Cole said that she is asking the Board to go back and consider that we had a statement that was made by Ms. Matthews that was made a part of the record which included articles and other information from a variety of sources. Ms. Cole feels that the Board needs to look at what she presented that the Board thinks was admissible or evidence that the Board would consider. Commissioner Peeler expressed his concern about the amount of evidence that was presented to them tonight and feels that a lot of this information should have been presented to the Planning Board. He further recommends that this be returned to the Planning Board for their recommendation to the Commissioners. Chair Cole asked the Board to look at what was presented by Ms. Matthews and determine what is valid and, if it is not valid, then we do not need to look at the applicant's response. Commissioner Peeler also expressed his concerns about the burden of proof that is the responsibility of the applicant, on behalf of the opposition - why are we holding this phase of the deliberation in conjunction with the opposition's concerns when most of this should have been presented regardless if there was opposition or not. Chair Cole stated that there is some validity to that which gives us the opportunity to decide that we would not consider it and base our decision on what has already been presented. Commissioner Jones asked if would be feasible for the Board to review Ms. Matthews' statement and see what is relevant or usable. He remembers, from their training on conducting Quasi-Judicial Hearings, that the Board could not hear, admit, or use any evidence on the elements of property values unless it was admitted by expert. Is that correct? Commissioner Peeler stated that it was correct. Commissioner Jones then said that the Board could not use the information presented by Ms. Matthews on the effect of resale value. Commissioner Peeler asked if this means that the applicant cannot bring in any of that information. Chair Cole asked Mr. Peeler what he meant by bringing in that information. Mr. Peeler stated that, if it wasn't an issue before Ms. Matthews brought it up, then there is no reason for the applicant to, at this time, bring that information in. County Attorney High stated that it doesn't mean that we do not consider it because there may be an argument that it might be overkill or unnecessary because the evidence that Ms. Matthews brought in was not going to be something that we can consider anyway. He further stated that it is the evidence that, as he sees it, the applicant is presenting tonight is in, large part, response to her concerns but it could be an argument that it is not even necessary. Commissioner Peeler stated that, from a procedural point of view, it is what he is looking at. He said that, if it was not presented and there was no opposition, there was no need to rebut and add additional information that may or may not have been missing. Mr. High said that the applicant does not know ahead of time what is going to be important or how the Board is going to rule and they should be given the opportunity to address those concerns. Mr. High said that, if the Board goes into Closed Session or Open Session, and states that they would not consider X, Y, and Z because it was a copy of an article off the internet, then that is the Board's right to do that. He further stated that, if for some reason we were leaning towards considering that evidence, then the applicant is exercising due diligence to let us know their response to that concern. Commissioner Jones did add briefly that were this a question of policy and not a quasi-judicial hearing, he would think, which is his opinion, his willingness to use articles that have been attached would be greater if we discussing a preference of policy. Chair Cole stated that this was another case of different standards for policy or legislative goals as opposed to quasi-judicial proceedings. Mr. Jones further stated that, because this is a quasi-judicial proceeding, he has a problem using printed articles because we have to ask ourselves if this is competent evidence. Chair Cole asked the Board what in Ms. Matthews' statement would they consider evidence and once you make that determination you would need to hear or review from the applicant's materials that address those issues. Commissioner Nelson asked if there was another packet for CUP-16-04 or do they just have the packet for CUP-16-02? Ms. Trohos explained that the two packets are substantially similar but they did seek to address the very broad issues that Ms. Matthews addressed and her experts are willing to answer any questions the Board had. And she asked that the Board accept both packets as evidence in each of the hearings. Commissioner Jones feels that in Ms. Matthews' letter in subsection 1, is relevant and is referring to harmony and intent and spirit of the ordinance and quotes Article VI, Section 604: "The Rural Agriculture District is designed to reflect the pattern of development in rural Perquimans County. The intent of this district is to preserve and protect current uses and way of life and also to protect property rights." He said that she further quotes the Zoning Ordinance, "Also Section 903 states: "...that the use in its proposed location will be harmonious with the area and with the spirit of this Ordinance." Commissioner Peeler agreed with Mr. Jones. Commissioner Peeler feels that the section entitled, "Effect on resale value and rental potential of adjoining property," should be deleted since she was not a competent authority to discuss property value issues. Commissioner Peeler also deleted number 3, "Effect on the future of farming." Chair Cole requested that number 4, "Effect on local and state economy," be deleted since it relies on articles. Commissioner Muzzulin feels that they need to consider the statement, "The proposed solar farms will have a negative visual impact on local and non-local people traveling on this major corridor to our county and town," included in number 5, "Effect on tourism, population growth, aesthetics of landscape, homeowners." Chair Cole stated that number 6, "Potential Effects", and number 7, "The Unknowns," can be eliminated. The Board agreed. Chair Cole said that the Board had narrowed her concerns to number 1, "Original Intent of RA Zone," and number 5, "Effect on tourism, population growth, aesthetics of landscape, homeowners". Commissioner Peeler asked if the Board can only accept information that addresses these issues from the applicant's packages. Ms. Cole asked the Board to review the applicant's packet for CUP-16-04 and determine which of the items addresses these two concerns. Ms. Trohos feels that these issues are addressed in Mr. Hester and Mr. McLaughlin's affidavits. Ms. Trohos and the Board review the documents and agree that the following pages addresses these two concerns: p. 1:8; p. 2:14-19; p. 3:21; pp. 13-19 [strike 2nd paragraph and last paragraph on page 19 because he was giving his opinion with regard to it being in harmony with the area.] [Ms. Trohos objected to deleting last paragraph in that he is an expert in the issue of harmony in the area and one of the key elements in being an appraiser is if the usage is harmonious.] Chair Cole explained that we have just come through an extensive quasi-judicial hearing and the ruling was that the experts were not qualified to testify to harmony. Ms. Trohos asked if lay people were qualified to testify on the issue of harmony. Chair Cole said yes. Ms. Trohos renewed her objection; p. 3:7; p. 32:9-12, 16-18; p. 33:19-20, 26 [stricken by Chair Cole due to addressing harmony] [Ms. Trohos objected to deleting 26 and stated that Mr. McLaughlin is not an expert in

harmony or property values but could address the harmony issue as a lay person] Chair Cole explained that she was referring to lay persons living within the community that are allowed to testify, pp. 36-39; p. 41; pp. 48-53 (picture only); pp. 54-55 (picture only); pp. 56-57; Site Plans 1 & 2.

Chair Cole asked the Board to review these pages. Commissioner Peeler asked them to review the pages from page 32 forward. Ms. Trohos noted the pages again. Chair Cole asked the Board to look at Ms. Matthews' concerns number 1, "Original Intent of RA Zone," and number 5, "Effect on tourism, population growth, aesthetics of landscape, homeowners" to determine if the Applicant has successfully addressed those issues. Commissioner Nelson feels that the buffer issue needs to be addressed but only if the conditional use permit is approved. Ms. Cole began reviewing each of the applicant's pages to determine if there was any objection. The following items were accepted as presented: p. 1:6; p. 2:14 [strike last sentence in #14 - deals with property values]; 2:15-19 no objections; p. 3:21 [strike first sentence in #21]; p. 13 [strike paragraphs #1 and #2 - addresses property values]; pp. 14-16 no objections; p. 17 [strike 3rd and 4th paragraphs]; p. 18 The Board reviewed Exhibit 1 which was mentioned in last paragraph on page 18. Commissioner Peeler had a problem with Exhibit 1. Because the Exhibit 1 addresses property values, the Board deleted the last paragraph on p. 18; p. 19 no objections with proposed changes; p. 20 no objections; Ms. Trohos asked that p. 24 be added to identify Mr. Hester's qualifications - the Board had no objections; p. 31:7 no objections; p. 32:9-12, 16-18 no objections; p. 33:19-20 no objections; pp. 36-37 no objections; p. 38 stricken - objections Matthew Peeler - not readable. Ms. Trohos asked that it remain in for harmony deliberation. Chair Cole asked if there were any members okay with leaving this page in. Mr. Jones & Mr. Nelson had no objections. Mr. Peeler did not mind but did not understand what the black lines represented. Ms. Trohos said that it was the vegetative buffer; p. 39 no objections; p. 41 no objections; pp. 48-52 no objections; p. 53 no objection with just the photograph. Commissioner Peeler had a question about where the property line was. Ms. Trohos says that the white line represents the property line and that zoning was not included in this photograph. Commissioner Nelson asked Donna Godfrey, County Planner, if this distance of 130' from road and 350' from property line to house could be the 500' highway corridor allowing for the house. Ms. Godfrey said that it was. Ms. Trohos referred to the last two maps in the packet which shows the property line between the center of the trees. With Mr. Peeler's question being answered, the Board had no objections to the picture on p. 53; p. 54 no objections; p. 55 - with the elimination of the word "harmony", the Board had no objections; pp. 56-57 no objections; and site maps 1 & 2 no objections. Chair Cole asked if the Board needed to hear any live testimony or is the written documents sufficient. It was the Board's decision to consider the written documents only. Ms. Trohos summarized by saying that, on behalf of her client, she is asking for their support in approving both of these Conditional Use Permits and submit that there is sufficient evidence to support your findings and, given that the uses are specifically permitted in the RA District, that this is evidence in itself that this usage is in harmony with the area. She further stated that the County currently has five solar farms already in the RA District that are similar to this and hope that the Board will support this project. She again explained that the expert witnesses were present if the Board had any questions.

Chair Cole stated that the Board would consider Conditional Use Permit CUP-16-04 first. Commissioner Nelson asked about the specific question that address the buffer. Donna Godfrey explained what they had and informed him that she provided them a sheet that had a change in condition No. H after the Planning Board approval. Ms. Godfrey showed Commissioner Nelson the following changes to condition No. H:

- f) ~~More specifically, all solar panels and related equipment will meet all required buffering and setbacks along property or leased project boundary lines. The buffering will consist of a security fence plus screenings, as required by Sections 903D(3)(e) and (f), 1802 and 1803, and will be continuous around those portions of the perimeter of the project which are not shielded by existing woods or which are interspersed by vehicular access roads.~~ Meaning structures and solar panels will not exceed the maximum height of 15'. Outdoor lighting is expected to be minimal. Standard access gates will be used for any entrances to the Solar Farm and will be kept locked and secured at all times when authorized personnel are not occupying the property. The Facility will meet all Local, State and Environmental requirements.

Commissioner Nelson explained that there are two pieces of property that are shown on the plat: the White Property and the Riddick Property. Mr. Nelson further asked that there are two long narrow strips that looks like it is part White property, which is farmland, and part Riddick property, which is timberland. Mr. McLaughlin said that what Mr. Nelson said was true. Mr. Nelson asked Mr. McLaughlin what would happen to that piece of property should the timber be cut since Mr. McLaughlin was reporting that this would be used as a buffer. Mr. McLaughlin said that there was no plan to cut the timber on that property. Mr. Nelson asked if there were any guarantees to that. Chair Cole stated that Mr. Nelson was asking questions directly of Mr. McLaughlin and she reminded him that he was still under oath. Mr. McLaughlin said that it would not be a problem to make that part of the conditions. Commissioner Nelson said that he would be in favor of that condition since you are using it for the buffer. Just for curiosity sake, Commissioner Peeler asked Mr. McLaughlin if they could harvest the timber. Mr. McLaughlin said that the timber had already been harvested and it is to about six feet deep and it will be another 20 to 30 years before they harvest it again. Commissioner Nelson wanted to confirm what area was going to be included in the buffer. Mr. McLaughlin explained and stated that they would work with the property owner abutting the project and make sure they were satisfied with the buffering. Mr. Nelson confirmed it again with Mr. McLaughlin by showing it on the plat. Mr. McLaughlin said that he has met the buffering requirements for the Zoning Ordinance but, if the Board needed additional buffering, he would be happy to consider it. Mr. Nelson asked Mr. McLaughlin if the proposed buffering is similar to what he has used in his other projects in Perquimans County. Mr. McLaughlin said that he is willing to go far beyond what he has done in the past. With regard to the Manley property, Mr. McLaughlin said that it was still a work in progress and they are working on improving it. They have many lessons to learn within this area of the project. Mr. McLaughlin also stated that, as he mentioned at the November 7th meeting, he would be open to the lattice idea of buffering. Again, Mr. Nelson mentioned that it was the maintenance problem that he has observed with the Manley project. Mr. McLaughlin said that he is committed to working with the property owners. Because he has spent more time in Perquimans County, he further stated that whether or not it is the lattice with vegetation buffer or a buffer with big ass trees he will do everything to make sure that the community will be satisfied. Commissioner Nelson said that he has heard more complaints to the buffer and the upkeep of the property within the project and this is a reflection on his project. Mr. McLaughlin again stated that he is doing everything possible to correct these concerns on the Manley property. Commissioner Nelson had talked to other Commissioners from Currituck County and he said that they mentioned the use of a berm instead of the vegetative buffer. Mr. McLaughlin said that to do a berm he would have to get NCDENR involved so he could not address that issue at this time. There are some concerns about using a berm like impact on water shed. Mr. Nelson said that he has two concerns about this project one of which is that these projects need to be hidden. Mr. McLaughlin responded to his concern again and said that he is committed to do whatever he can to ease these concerns. Commissioner Peeler asked Mr. McLaughlin what is the distance from the property line to the fence line on the south border of the project. Mr. McLaughlin said that, conditionally, it is 50 feet so that the farmers can get their equipment alongside of the property. Commissioner Peeler and Ms. Godfrey discussed the requirement of the distance being required to be 30 feet from the property line to the project area. For disclosure purposes, Commissioner Peeler did obtain some information from staff by requesting copies of maps to clarify the boundaries of these solar farms but are not using them now.

Chair Cole said that the next step would be to have the Board consider Section 903 - Table of Findings for Conditional Use Permit No. CUP-16-04.

GENERAL CONDITIONS FOR REVIEW AND CONSIDERATION FOR A CONDITIONAL USE PERMIT AS SET FORTH IN SECTION 903 OF THE ZONING ORDINANCE

1. That the use will not materially endanger the public health or safety, if located according to the plan submitted and approved. The Board agreed by a vote of six (6) to zero (0) that this finding was satisfied in that it would not endanger the public health or safety.
2. That the use meets all required conditions and specifications. Commissioner Peeler feels that he has some issues with the definition of agriculture on page 24-2 of the Zoning Ordinance. The two solar farms on these two pieces of property makes the sole use of these properties to be solar farms not agriculture. Commissioner Nelson said that solar farms are a permitted use in the RA District. Chair Cole agreed with Commissioner Nelson. Commissioner Peeler also had an issue with the CH District, Commercial Highway District. He read the definition of CH District on page 6-4 of the Zoning Ordinance. Part of this project is located in the CH District. Under §97.28, the only things allowed in the CH District is industrial light, industrial heavy, and under a conditional use RA. Without this road, this project does not exist in a commercial road. The Board approved a Resolution that said the County agreed to allow US Highway 17 to become an Interstate Road and the intent was that this Interstate Road would follow US Highway 17. How will this project affect this venture. Chair Cole said that she did not think that we need to make any decision now based on what we think will be happening with US Highway 17. Commissioner Jones echoes Commissioner Nelson's comment that it is a permitted use for the RA District. With regard to the Section 903.2, the Board agreed that this finding was satisfied by a vote of five (5) to one (1) with Commissioner Peeler voting against the motion.
3. That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity. Commissioner Peeler feels that the applicant did not provide any evidence of impacts to adjoining or abutting properties. There was no factual data presented. As such, part of Ms. Matthews' concern about her property values being impacted negatively, there is no evidence presented to show that it would or would not impact her property values. The burden of proof is on the applicant. Commissioner Jones asked what evidence did they [the applicant] present to that element. Commissioner Peeler said there was none. Mr. Peeler continued saying that the only evidence presented was at the November 7th meeting but there were no expert witnesses and any evidence presented on the impact on adjoining or abutting properties would need to be received from expert witnesses. After reviewing the information presented, with regard to Section 903.3, the Board agreed that this finding was not satisfied by a vote of six (6) to zero (0).
4. That the location and character of the use, if developed according to the plan is 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. Regarding Section 903.4, the Board agreed that this finding was satisfied by a vote of six (6) to zero (0).

CONDITIONAL USE PERMIT CUP-16-04

Chair Cole stated that the Board would need to vote on the approval or denial of Conditional Use Permit No. CUP-16-04. After Commissioner Peeler made several attempts to make the motion, he finally asked Commissioner Jones to make the motion. Kyle Jones made a motion to deny Conditional Use Permit No. CUP-16-04 to establish a 5 Megawatt Large Scale, ground-mounted Solar Energy System on a portion of Tax Parcel Nos. 3-0049-00012 and 3-0049-00013, occupying about 55 acres within the +/-65-acre subject property, located to the west of 708 Ocean Highway South (US Hwy. 17 South) because the Board did not adopt all the Section 903 Findings (the Board did not adopt Section 903(C) Finding). The motion was seconded by Matthew Peeler. Chair Cole asked for any comments or questions. There being none, the motion passed by a vote of six (6) to zero (0).

CONDITIONAL USE PERMIT CUP-16-02

Chair Cole stated, since the Board heard all the evidence at the November 7th meeting and Clerk to the Board, Mary Hunicutt, has provided draft Minutes of that meeting, did the Board just want to state that they follow the comments made in CUP-16-04 and proceed with the vote. Commissioner Jones asked if Ms. Matthews' comments apply to this Conditional Use Permit. Commissioner Peeler asked that, for procedural sake, would we need to go through each of the findings. Chair Cole was trying to determine a way that we could shorten the proceedings. Kyle Jones stated that he would incorporate his comments from CUP-16-04 to CUP-16-02. Commissioner Peeler asked at what point can the applicant withdraw their request and if it needed to be in writing. Chair Cole said that is what she is discussing with County Attorney High. Chair Cole read from Commissioners' Rule No. 33 from their Rules of Procedures, "The Chair summarizes the evidence presented (Written findings of fact are required). However, in the case of a lengthy hearing and numerous witnesses, the Board may choose to table its decision to allow time for the findings of fact to be drafted. NOTE: This is the last opportunity for the applicant to request a continuance or to withdraw their application." Ms. Cole said that it seemed to her that the Board tabled the request at the November 7th meeting. So, it looks like then would have been the last opportunity for the applicant to withdraw their request. Chair Cole asked for a ten minute break. Returning from the break, Ms. Trohos requested that the applicant would like to withdraw Conditional Use Permit No. CUP-16-02. County Attorney High will research how it would proceed if they make the request in the future.

PERSONNEL POLICY AMENDMENT

County Manager Heath explained that last month, the Board discussed removing the word "continuous" from the following section of the Personnel Policy which was adopted in September, 2015 so it would read:

Retiree Health Insurance

The County will provide medical and dental insurance coverage up to age 65 for retirees from Perquimans County with 20 continuous years of service with Perquimans County who are eligible for an unreduced service retirement from the Local Government Retirement System.

On motion made by Kyle Jones, seconded by Edward R. Muzzulin, the Board unanimously approved change in the Personnel Policy making this Amendment No. 1.

PERSONNEL MATTER: RETIREMENT - SHERIFF DEPARTMENT

Chair Cole explained that the County has received a letter from Sheriff Eric Tilley letting the Board know of his intent to retire on February 1, 2017. On motion made by Matthew Peeler, seconded by Edward R. Muzzulin, the Board unanimously approved, with reluctance, his request to retire on February 1, 2017. Commissioner Peeler thanked Mr. Tilley for his hard work and the Board concurred with his comments. Sheriff Tilley thanked the Board for allowing him to serve the County. The Board wished him the best.

ADJOURNMENT

There being no further comments or business to discuss, the Special Called Meeting was adjourned at 10:08 p.m. on motion made by Matthew Peeler, seconded by Edward R. Muzzulin.

Janice McKenzie Cole, Chair

Clerk to the Board

Mary Hunnicutt

From: Mary Hunnicutt <mhunnicutt@perquimanscountync.gov>
Sent: Wednesday, November 30, 2016 12:45 PM
To: 'Edward Muzzulin (e.muzzulin@mchsi.com)'; 'Fondella Leigh (fondellaleigh@perquimanscountync.gov)'; 'Fondella Leigh (nccu.1988@gmail.com)'; 'Frank Heath'; 'Janice McKenzie Cole (commishcole@embarqmail.com)'; 'Janice McKenzie Cole (janicecole@perquimanscountync.gov)'; 'Tracy Mathews'
Cc: Frank Heath; Tracy Mathews
Subject: Draft Audit and Letter for December 5, 2016 Audit Presentation
Attachments: Draft for presentation 12-2016.pdf; Draft Governance Letter Draft 12-2016.pdf

At the December meeting, Ms. Winborne is scheduled to present the 2015-16 Audit for Board approval. I have attached a draft copy of the audit along with a draft copy of the Draft Governance Letter. I will also provide this to your Dropbox.

Thanks.

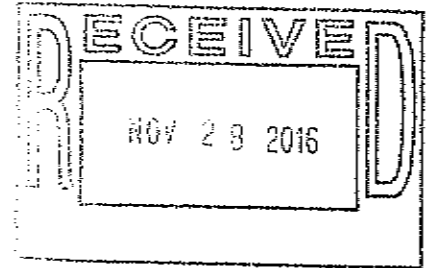
Mary P. Hunnicutt
Clerk to the Board
Perquimans County
P.O. Box 45
Hertford, NC 27944
Phone: (252) 426-8484
Fax: (252) 426-4034
E-Mail: mhunnicutt@perquimanscountync.gov

Perquimans County's Vision:
To be a community of opportunity in which to live, learn, work, prosper and play.

United States Senate

WASHINGTON, DC 20510-3308
(202) 224-3154 FAX: (202) 228-2981

November 22, 2016



Ms. Mary Hunnicutt
Clerk, Perquimans County
Post Office Box 45
Hertford, North Carolina 27944-0045

Dear Ms. Hunnicutt:

In response to my inquiry on your behalf, I have received the enclosed correspondence from the U.S. Postal Service.

I deeply regret that the Herford Post Office is not approved for relocation. However, please keep me advised of any new developments and notify me if there is any additional information that may help resolve your case more favorably.

Thank you for contacting me. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to be "RB", written over a horizontal line.

Richard Burr
United States Senator

RB:ec

- | | | | | |
|--|---|--|--|---|
| <input type="checkbox"/> Winston-Salem Office
2000 West First Street
Suite 508
Winston-Salem, NC 27104
(336) 631-5125
Fax: (336) 725-4493
Toll Free: (800) 685-8916 | <input type="checkbox"/> Wilmington Office
201 N. Front Street
Suite 809
Wilmington, NC 28401
(910) 251-1058
Fax: (910) 251-7975
Toll Free: (888) 848-1833 | <input checked="" type="checkbox"/> Rocky Mount Office
100 Coast Line Street
Suite 210
Rocky Mount, NC 27804
(252) 977-9522
Fax: (252) 977-7902
Toll Free: (877) 703-2087 | <input type="checkbox"/> Asheville Office
151 Patton Avenue
Suite 204
Asheville, NC 28801
(828) 350-2437
Fax: (828) 350-2439 | <input type="checkbox"/> Gastonia Office
181 South Street
Suite 222
Gastonia, NC 28052
(704) 833-0854
Fax: (704) 833-1467 |
|--|---|--|--|---|

DISTRICT MANAGER
GREENSBORO DISTRICT



November 9, 2016

The Honorable Richard Burr
US Senate
100 Coastline St Ste 210
Rocky Mount, NC 27804-5849

Dear Senator Burr:

This letter is in response to correspondence sent by your office on behalf of the Perquimans County Board of Commissioners regarding relocation and change of operational hours for the Hertford NC Post Office.

The request to relocate the Hertford Post Office to another location, specifically, the vacant State Employees Credit Union off US Highway 17 is denied. We appreciate the consideration given for truck deliveries and flood tendencies, but we will not consider moving the existing Postal Facility.

Operational hours are set based on transportation, operational schedules and customer convenience. All factors must work together to ensure reliable and consistent service is provided to the customers and community. We acknowledge the resolutions made and submitted by the Perquimans County Board of Commissioners, but the request to change the hours of operation is also denied.

Thank you for allowing me the opportunity to respond to this resolution.

Sincerely,

A handwritten signature in cursive script that reads "David Webster".

David Webster
A/District Manager, Lead Executive

cc: Manager Post Office Operations, Area 1
Hertfordl NC Postmaster
Operations Program Support
File

PO BOX 27499
GREENSBORO NC 27498-9900
(336) 668-1202
FAX: (336) 668-1366

PRESENTED
TO
JANICE MCKENZIE COLE
IN
RECOGNITION OF HER
SEVEN YEARS
OF OUTSTANDING SERVICE AS
COUNTY COMMISSIONER
BY
PERQUIMANS COUNTY BOARD OF COMMISSIONERS
ON
MONDAY, DECEMBER 5, 2016

PRESENTED
TO
MATTHEW PEELER
IN
RECOGNITION OF HIS
FOUR YEARS
OF OUTSTANDING SERVICE AS
COUNTY COMMISSIONER
BY
PERQUIMANS COUNTY BOARD OF COMMISSIONERS
ON
MONDAY, DECEMBER 5, 2016

ELECTION – CHAIRMAN/VICE CHAIR

1. **Open the floor for nominations for Chair/Chairman of the Board:**

_____ nominated _____
_____ nominated _____

2. **Ask for a motion and a second to close the nominations for Chair/Chairman.**
3. **Call for a vote for Chair/Chairman.**

1. **Open the floor for nominations for Vice Chair/Chairman of the Board:**

_____ nominated _____
_____ nominated _____

2. **Ask for a motion and a second to close the nominations for Vice Chair/Vice Chairman.**
3. **Call for a vote for Vice Chair/Vice Chairman.**

PUBLIC NOTICE



PERQUIMANS COUNTY BOARD OF COUNTY COMMISSIONERS

The Perquimans County Board of County Commissioners will hold a quasi-judicial public hearing at their next public meeting on Monday, December 5, 2016 at 6:55 PM in the Commissioners' Meeting Room on the 1st floor of the Perquimans County Courthouse Annex Building located at 110 North Church Street, Hertford, NC, next door to the Historic County Courthouse, to consider: Conditional Use Permit No. CUP-16-05, requested by R&S Property Mgt. LLC (Ronald Etheridge, II) to install a double-wide manufactured home in Belvidere Historic Agriculture District on Tax Parcel No. 1-2200-8403-RCE also known as 123 Marians Trail.

Property owners, residents and other interested parties may review this item during normal business hours before the quasi-judicial public hearing at the Perquimans County Planning & Zoning Office, at 104 Dobbs Street, Hertford, NC, or call 252-426-2027 or email rhondamoney@perquimanscountync.gov for more information.

BACKGROUND INFORMATION continued:

CONSIDERATION OF CUP CRITERIA and PROPOSED CONDITIONS: For more details, reference is made to the attached Draft Conditional Use Permit, the application materials submitted by R&S Property Management, and the Planning Board's minutes. Major points are summarized as follows:

- Modular & site built homes are permitted in the HA district but a doublewide requires a Conditional Use Permit (CUP). Singlewides are not permitted at all.
- Per Zoning Ordinance Section 604 (C) *"The Historic Agriculture District is designed to reflect the historic patterns of development that have occurred in rural Perquimans County. The intent of this district is to preserve and protect historic properties and landscapes and also to protect property rights."*
- Subject property is on the edge of the HA district
- Applicant lives adjacent to the subject property
- Applicant would like to use the home as a rental for several years then let one of his children use it as a residence to live in.
- The applicant's proposed site plan exceeds the 30-foot minimum setback required by the County's Zoning Ordinance. The setback is deeper than the applicant's own home located at 124 Marians Trail.
- The Draft CUP contains potential conditions which were derived from CUPs previously used for the approval of a DWMH in an HA Zone.
- The applicant's site plan is a formal part of the CUP. If approved, the Draft CUP will be executed by the owners and the BCC Chair, and recorded by the owners in the Register of Deeds office, along with said site plan. Later, the recorded CUP would be attached to the applicant's Zoning Permit.
- Note that in the applicant's letter to the BCC, the property address is incorrectly stated as 121; it is really 123 Marians Trail.

RECOMMENDATIONS AND SUGGESTED MOTIONS AND ACTIONS: The Planning Board, at its regular meeting on Tuesday, November 8th, found this request to be consistent and in harmony with the existing development pattern in and around the Belvidere HA Zone, and recommended that the BCC approve the request.

TABLE OF SECTION 903 FINDINGS R & S Property Management's DWMH at 123 Marians Trail (in Belvidere HA District) Proposed Conditional Use Permit No. CUP-16-05	
Motion to approve finds:	Motion to deny finds:
1) That the CUP will not materially endanger the public health or safety if located according to the plan submitted and approved.	1) That the CUP will materially endanger the public health or safety if located according to the plan submitted and approved.
2) That the use meets the required conditions and specifications.	2) That the use does not meet the required conditions and specifications.
3) That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity.	3) That the use will substantially injure the value of adjoining or abutting property, or that the use is a public necessity.
4) 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.	4) That the location and character of the use, if developed according to the plan as submitted and approved, will not be in harmony with the area in which it is to be located and in general conformity with the Perquimans County Land Use Plan.

Attachments:

- [1] Draft Conditional Use Permit No. CUP-16-05
- [2] Application Form for proposed CUP-16-05
- [3] County GIS Map

11-8-16 DRAFT CUP-16-05

DRAFT

Do **NOT** record this page

-Beginning of Conditional Use Permit document to be recorded-

DRAFT Conditional Use Permit (Case No. CUP-16-05)
By R & S Property Management, LLC (Ronald Etheridge II)

for

**Double-Wide Manufactured Home in Belvidere Historic Agriculture
District (HA Zone)**
at 123 Marians Trail, Tax Parcel No. 1-2200-8403-RCE

Do **NOT** record this page

11-8-16 DRAFT CUP-16-05

CONDITIONAL USE PERMIT No. CUD-16-05

Page 1 of 4

On the date(s) listed below, the Board of Commissioners for Perquimans County met and held a public hearing to consider the following application:

Owner: R& S Property Management, LLC
124 Marians Trail
Belvidere, NC 27919

Authorized Applicant: Ronald C. Etheridge, II
124 Marians Trail
Belvidere, NC 27919

Property Location: Tax Map 1 Block 2200 Lot 8403-RCE

Street Address: 123 Marians Trail, Belvidere, NC 27919

Zoning District: HA (Historic Agriculture District)

Proposed Use of Property: CUP-16-05 Application lists the nature of the proposed use as, “ *To place a double-wide manufactured home located less than 250 feet from the beginning of the Belvidere historic District...*” The proposed double-wide will be in the HA zone.

Meeting and Hearing Dates: Planning Board on 11-8-16 & Board of Commissioners on 12-5-16.

11-8-16 DRAFT CUP-16-05

CONDITIONAL USE PERMIT No. CUD-16-05

Page 2 of 4

Having heard all the evidence and argument presented at the hearing(s), the Perquimans County Board of Commissioners finds that the application is complete, that the application complies with all of the applicable requirements of the Perquimans County Zoning Ordinance for the development proposed, and that therefore the application to make use of the above-described property for the purpose indicated is hereby approved, subject to all applicable provisions of the Zoning Ordinance pertaining to Doublewide Manufactured Homes and the following conditions:

- (1) The applicant shall conduct operations strictly in accordance with the plans and narrative submitted to and approved by this Board, a copy of which is contained in the County Planning Office and filed with the Register of Deeds office. However, it is understood that the property owner may propose changes to the attached Conceptual Site Plan now or in the future, in coordination with the County Planning Office, to provide for the placement of accessory structures or a complete change in the use of the property pursuant to other land uses which are otherwise permitted outright by the Zoning Ordinance for properties zoned HA, Historic Agriculture District.
- (2) If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this permit shall be void and of no effect.
- (3) Placement of home (and any other accessory structures proposed in the future) to have a front yard setback that is a minimum of 30 feet Northeast of where the lot reaches its maximum width.

11-8-16 DRAFT CUP-16-05

CONDITIONAL USE PERMIT No. CUD-16-05

Page 3 of 4

IN WITNESS WHEREOF, Perquimans County has caused this permit to be issued in its name, and the undersigned, being all the property owners of the property above described, do hereby accept this Conditional Use Permit, together with all its conditions, as binding on them and their successors in interest.

Janice Cole, Chair, Board of County Commissioners _____ Date _____

Attest: _____
(Seal) Mary P. Hunnicutt, Clerk to the Board _____ Date _____

I (We), _____, Owner(s) or Authorized Applicant(s) of the above identified property, do hereby acknowledge receipt of this Conditional Use Permit. The undersigned does/do further acknowledge that no work may be done pursuant to this permit except in accordance with all of its conditions and requirements and that this restriction shall be binding on them and their successors in interest.

R & S Property Management, LLC _____ Date _____
By: Ronald C. Etheridge, Manager

The State of North Carolina
Perquimans County

I, _____, a Notary Public in and for the said State and County,

do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the forgoing instrument.

WITNESS my hand and notarial seal, this the _____ day of _____, 20_____.

Notary Public

My Commission expires: _____ (Not valid until fully executed and recorded)

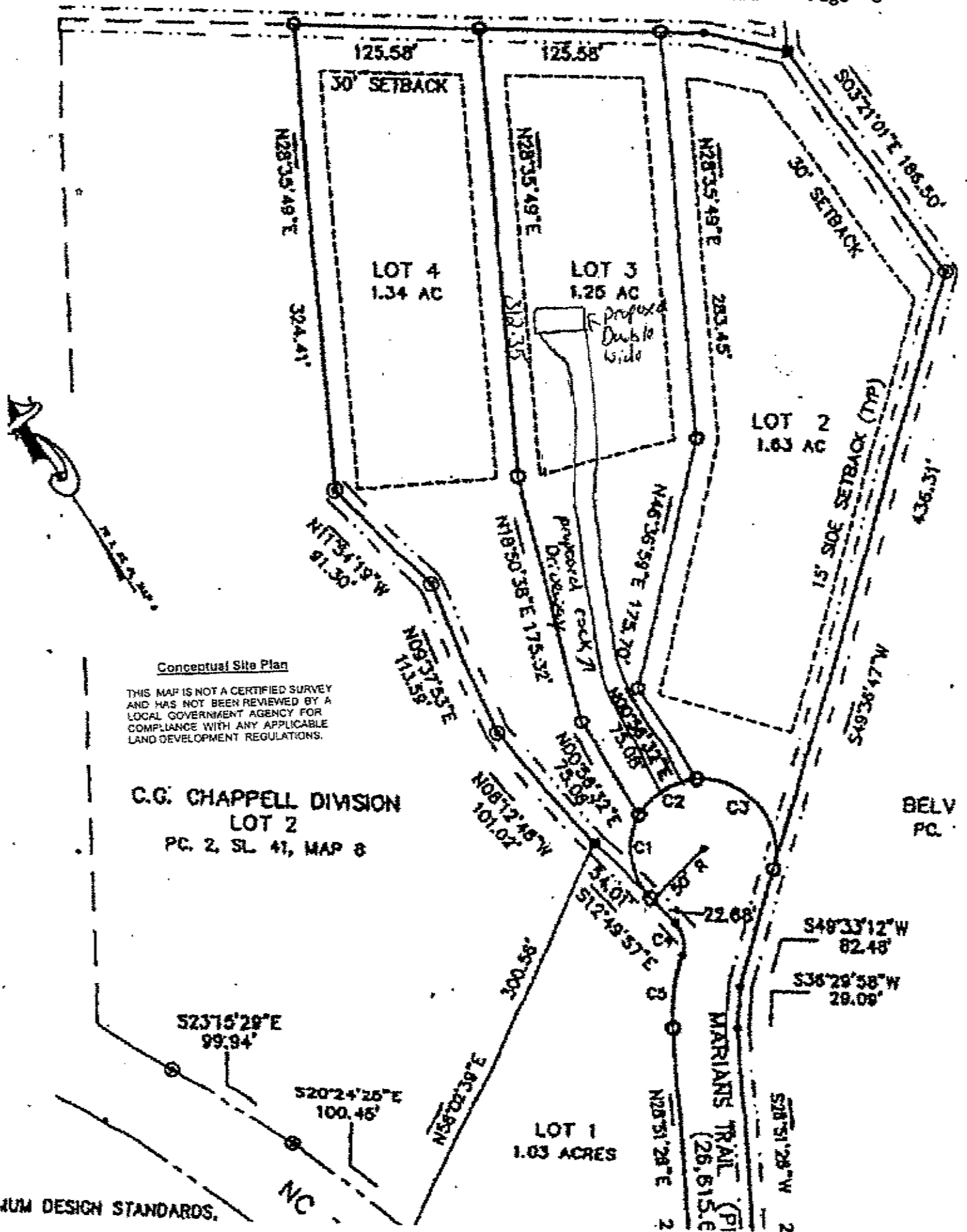
11-8-16 DRAFT CUP-16-05

CONDITIONAL USE PERMIT No. CUD-16-05

Page 4 of 4

Insert Here Site Plan(s) no larger than 8.5" X 14"
Which bear (s) the following statement:

"THIS MAP IS NOT A CERTIFIED SURVEY
AND HAS NOT BEEN REVIEWED BY A
LOCAL GOVERNMENT AGENCY FOR
COMPLIANCE WITH ANY APPLICABLE
LAND DEVELOPMENT REGULATIONS."



Conceptual Site Plan

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

C.G. CHAPPELL DIVISION
LOT 2
PC. 2, SL. 41, MAP 8

JUM DESIGN STANDARDS.

11-8-16 DRAFT CUP-16-05

DRAFT

Do **NOT** record this page

-End of Conditional Use Permit document to be recorded-

DRAFT Conditional Use Permit (Case No. CUP-16-05)
By R & S Property Management, LLC (Ronald Etheridge II)

for


Double-Wide Manufactured Home in HA Zone
at 123 Marians Trail in Belvidere Historic District

Do **NOT** record this page

C:\Projects\Planning\CUPs\R&S_PropertyMgt_Ronald_Etheridge_II\Draft CUP for Case No CUP-16-05

Dear Perquimans County Board of Commissioners

My name is Ronald C Etheridge II Manager of R&S Property Management LLC I do here by respectively request a conditional use permit to be issued for my family property located at 121 Marians TRL in the Belvidere Historical District. Parts of this lot are located less than 50 feet from the beginning of the Historical District. My plans are to use this home as an investment that I can one day give to my kids. The home will have a brick foundation to give it a look that meets the standards required by the Historic District guidelines. Also it will be located out of site and almost a mile from any true Historical homes.

Sincerely 



Perquimans County, North Carolina
APPLICATION FOR CONDITIONAL USE PERMIT REQUEST
 Case No. CUP - 16-05

This section to be completed by County:	
Date received: <u>9-27-2016</u>	Received by: <u>R. Money</u>
Date completed: _____	Confirmed by: _____
Subject Property Tax Map No(s): <u>1-2200-8403-RCE</u>	
Subject Property Zoning District(s): <u>HA</u>	
Will proposed Conditional Use require site improvements? _____	
Will proposed Conditional Use require review by other agencies? _____	

Applicant's Information

Name(s) of Owner(s): R & S Property Management LLC.
 Street Address: 124 Marion TR1
 City/State/Zip Code: Belvidere NC 27919
 Phone Number(s): 252-331-9283 Fax: 252-247-2181 E-mail Address: rwainfall@yahoo.com
 Applicant (if different from Owner): _____
 Street Address: _____
 City/State/Zip Code: _____
 Phone Number(s): _____ Fax: _____ E-mail Address: _____
 Person to receive comments and correspondence: _____

Description of Property

Address(es) of Subject Property: 123 Marion TR1 Belvidere NC 27919
 Property Appraiser's Parcel Nos.: 1-2200-8403-RCE
 Location: This property is located on the North side of + Marion TR1 culdesac Road, approximately 423 feet North of Belvidere Road.
 Township/Region: 1 Subdivision: 2200 Block - Lot Nos.: 8403-RCE
 Size of Property: 1.25 acres. Lot width: _____ feet. Lot depth: _____
 Flood Plain: X Community Panel No.: 3730792200 J

1) I (We), the undersigned, do hereby respectfully make application and request the Planning Board and Board of Commissioners to consider a proposed Conditional Use Permit to make use of the subject property as follows: add a new Double Wide. The subject property is zoned HA, Historic Agriculture Zone. The subject property is owned by R & S Property Management as evidenced by deed recorded in Real Estate Book 427, Page 333 OR Will File Number _____ in the Perquimans County Register of Deeds.

Application for Conditional Use Permit Request
Case No. EUP-16-05

- 2) The following is from the most recent County Tax Office listing and contains all of the individuals, firms, or corporations owning properties involved in the Conditional Use Permit request as well as the owners of all properties any portion of which is within one-hundred fifty (150) feet of the subject property. This includes any property owner who is adjacent to the subject property (to the side, rear or front) and across the street.

Name	Address
a. <u>Ventrice Sawyer</u>	a. <u>1809 Rivershore Road</u> <u>Elizabeth City N.C. 27909</u>
b. <u>Ronda E. Aley</u>	
c. <u>Megan & Everett Harabee</u>	b. <u>10129 Baldy Hill Road</u> <u>Middlesex N.C. 27557</u>
d. <u>Lynwood Wislaw III</u>	c. <u>205 S Academy Ave</u> <u>Ahoskie N.C. 27910</u>
e. <u>Ronald C Etheridge Jr</u>	
f. _____	d. <u>1209 Belvidere Road</u> <u>Belvidere N.C. 27919</u>
g. _____	
h. _____	e. <u>124 Marinas Trl</u> <u>Belvidere N.C. 27919</u>
i. _____	
j. _____	
k. _____	
l. _____	

Application for Conditional Use Permit Request
Case No. CUP -18-05

Use an additional sheet of paper if necessary.

- 3) Statement of the nature of the proposed use: To place a double-wide
manufactured home located less than 250 feet from
the beginning of the Belvidere historic District. We
plan to add a brick wall underneath the home to
give it a look that meets the standards required
by the Historic District guidelines. This would be
considered an investment I could one day pass down
to my children.

Application for Conditional Use Permit Request
 Case No. CUP -16- 05

Attach the following:

- Completed Application.
- Letter addressed to the Perquimans County Board of Commissioners explaining your intentions in detail. The Applicant is advised to address any general and specific conditions and finding required by the Zoning Ordinance, Sections 903(a), (b), (c) and (d), 905, and 907A through X.
- Proof of Ownership.
- Owner's Authorization for Agent, if applicable.
- Legal Description(s) and/or boundary survey(s) to be used as an exhibit to the proposed Conditional Use Permit.
- Site plan prepared in accordance with Section 509 and Article IX of the Perquimans County Zoning Ordinance.
- Two self-addressed stamped envelopes and two sets of stamped pre-addressed envelopes of all property owners of subject, adjacent and nearby properties within 150 feet and/or across the street (as per current Tax Office listings), to whom notice of public meeting and hearing must be sent. Said notices will be sent by the Planning & Zoning Office in envelopes provided by Applicant.
- Filing Fee of \$300 made payable to Perquimans County. *paid 9/27/2016 ck # 3098*
- Additional information needed by Planner, Technical Review Committee or County Officials:
- Needed document connecting Ronald Etheridge with R9S Property Mgt
received via email 9/27/2016 at 1:47pm from "Ronald Etheridge #"

APPLICATIONS WILL NOT BE SCHEDULED FOR PUBLIC MEETING UNTIL COMPLETE

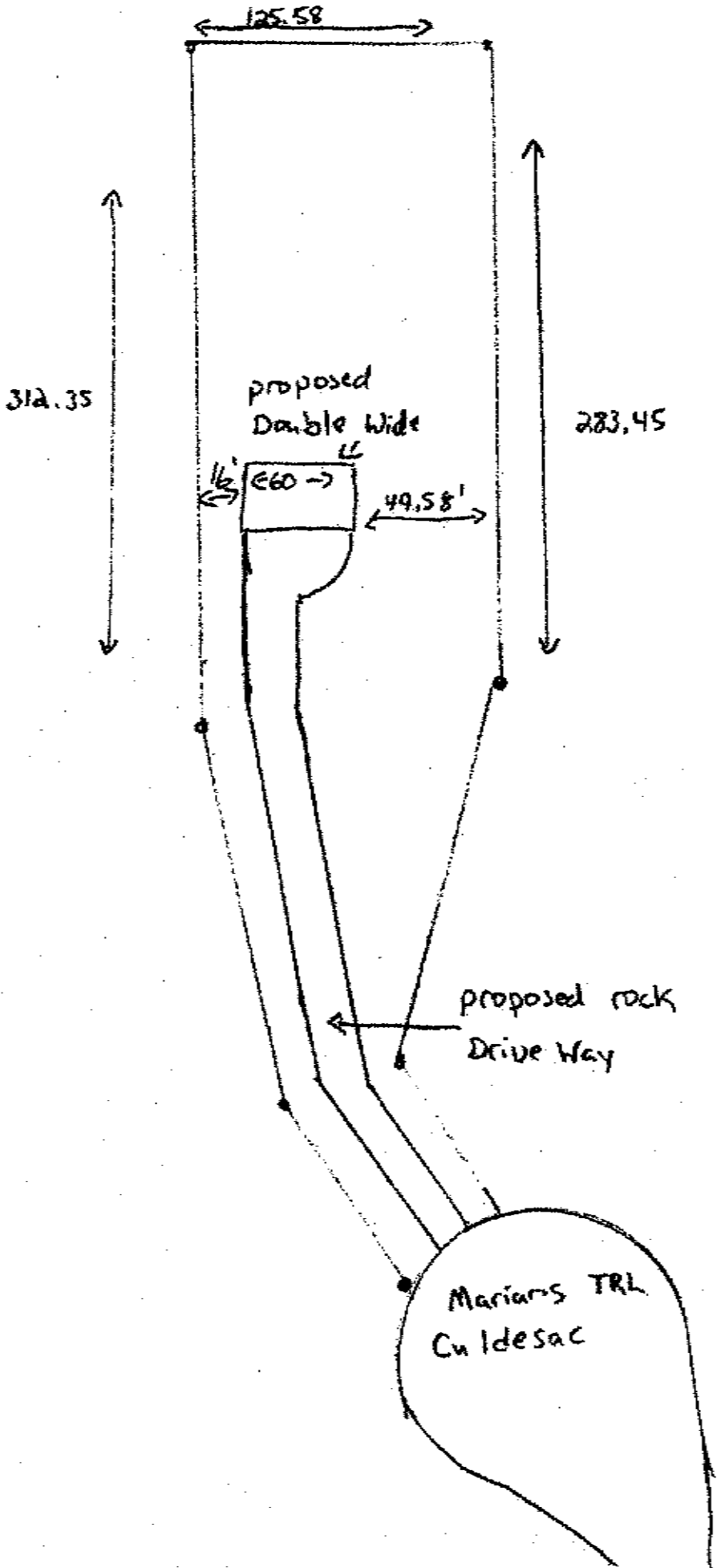
I (We), the undersigned, do hereby respectfully apply for a Conditional Use Permit on the property described herein. I (We) affirm that this application form and attached materials are true and accurate to the best of my (our) knowledge.

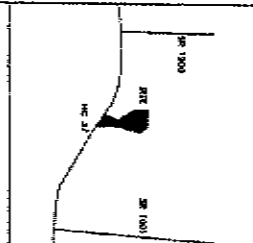
Ronald C Etheridge #

Signature of Owner or Authorized Applicant

9-27-16
Date

(This Application must be submitted to the Planning and Zoning Administrator no less than 25 days prior to the Planning Board's meeting and, where deemed necessary, additional time may be required for review by Technical Review Committee member[s]).





VICINITY MAP
(NOT TO SCALE)

STATE OF NORTH CAROLINA
COUNTY OF PERQUIMANS
I, **RONALD C. ETHERIDGE**, of the County of Perquimans, State of North Carolina, do hereby certify that the land shown hereon is my own and that I have not been convicted of any crime involving moral turpitude and that I am not under any legal disability from disposing of the same.

DATE: **6-1-02**
BY: **Ronald C. Etheridge**
SUBDIVISION REVIEW OFFICER

CERTIFICATE OF SUBDIVISION REVIEW OFFICER
I, **RONALD C. ETHERIDGE**, of the County of Perquimans, State of North Carolina, do hereby certify that the subdivision shown hereon has been found to comply with the subdivision regulations of Perquimans County.

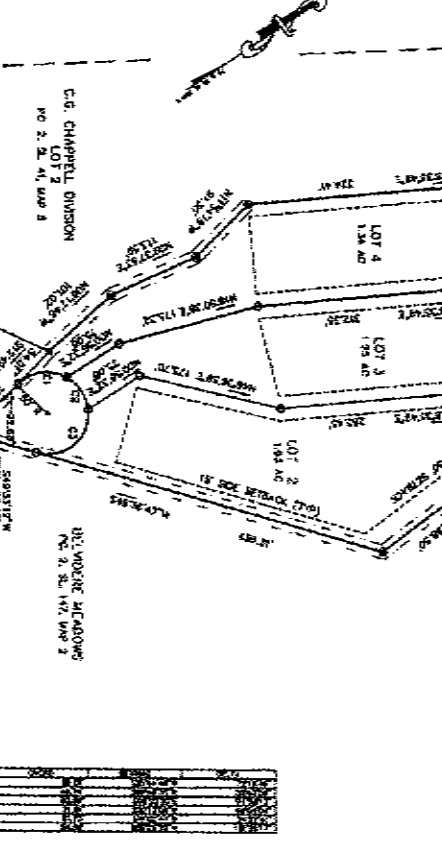
DATE: **6-1-02**
BY: **Ronald C. Etheridge**
SUBDIVISION REVIEW OFFICER

CERTIFICATE OF APPROVAL OF **PERMITS**
THE SUBDIVISION SHOWN HEREON IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF PERQUIMANS COUNTY, NORTH CAROLINA, AND THE CERTIFICATE OF APPROVAL OF THE PERMITS HAS BEEN OBTAINED FROM THE PERQUIMANS COUNTY ENGINEER AND THE PERQUIMANS COUNTY HEALTH DEPARTMENT. THE ALTERNATE REGIONAL HEALTH SERVICES HAS REVIEWED THE PERMITS AND HAS DETERMINED THAT THE PERMITS ARE IN ACCORDANCE WITH THE PERMITS REGULATIONS OF PERQUIMANS COUNTY. THE PERMITS ARE SUBJECT TO THE PERMITS REGULATIONS OF PERQUIMANS COUNTY.

DATE: **6-1-02**
BY: **Ronald C. Etheridge**
SUBDIVISION REVIEW OFFICER

1. THE PROPERTY IS LOCATED IN THE COUNTY OF PERQUIMANS, STATE OF NORTH CAROLINA, AND THE CERTIFICATE OF APPROVAL OF THE PERMITS HAS BEEN OBTAINED FROM THE PERQUIMANS COUNTY ENGINEER AND THE PERQUIMANS COUNTY HEALTH DEPARTMENT. THE ALTERNATE REGIONAL HEALTH SERVICES HAS REVIEWED THE PERMITS AND HAS DETERMINED THAT THE PERMITS ARE IN ACCORDANCE WITH THE PERMITS REGULATIONS OF PERQUIMANS COUNTY. THE PERMITS ARE SUBJECT TO THE PERMITS REGULATIONS OF PERQUIMANS COUNTY.

DATE: **6-4-02**
BY: **Ronald C. Etheridge**
SUBDIVISION REVIEW OFFICER



NOTICE: NO PORTION OF THIS SUBDIVISION MAY BE PLACED WITHIN THE (A) PART OF ANY DISTRICT DITCH AS SHOWN HEREON.

LEGEND
FOUND INFORMATION & 5' W/4' ROAD
DITCH
PROPERTY LINE
UTILITY LINE
CONCRETE DRIVEWAY

1. THE PROPERTY IS LOCATED IN THE COUNTY OF PERQUIMANS, STATE OF NORTH CAROLINA, AND THE CERTIFICATE OF APPROVAL OF THE PERMITS HAS BEEN OBTAINED FROM THE PERQUIMANS COUNTY ENGINEER AND THE PERQUIMANS COUNTY HEALTH DEPARTMENT. THE ALTERNATE REGIONAL HEALTH SERVICES HAS REVIEWED THE PERMITS AND HAS DETERMINED THAT THE PERMITS ARE IN ACCORDANCE WITH THE PERMITS REGULATIONS OF PERQUIMANS COUNTY. THE PERMITS ARE SUBJECT TO THE PERMITS REGULATIONS OF PERQUIMANS COUNTY.

DATE: **6-4-02**
BY: **Ronald C. Etheridge**
SUBDIVISION REVIEW OFFICER

THE OWNERS OF LOTS 1, 2, 3, AND 4 ARE REQUESTING FOR THE CONSTRUCTION, MAINTENANCE, AND PROTECTION OF A DRAINAGE DITCH AND UTILITY EASEMENT ACROSS THE PROPERTY SHOWN HEREON. THE DRAINAGE DITCH AND UTILITY EASEMENT ARE NECESSARY FOR THE PROTECTION OF THE PROPERTY AND THE INTERESTS OF THE ADJACENT PROPERTY OWNERS. THE DRAINAGE DITCH AND UTILITY EASEMENT ARE SUBJECT TO THE DRAINAGE REGULATIONS OF PERQUIMANS COUNTY.

DATE: **6-4-02**
BY: **Ronald C. Etheridge**
SUBDIVISION REVIEW OFFICER

GRAPHIC SCALE
(1" = 100 FT.)
1 inch = 100 ft.

CARDWELL SURVEYING
1206 FRANCH STREET
ELIZABETH, NC 27806
TEL: 919-661-1111
FAX: 919-661-1112

FAMILY SUBDIVISION FOR RONALD C. ETHERIDGE
LOTS 1 & 2, C.G. CHAPPELL DIVISION RECORDED IN PG. 2, SL. 41, MAP B

BELVIDERE TOWNSHIP PERQUIMANS COUNTY NORTH CAROLINA

SURVEYED DATE	06/05/2002	SCALE	1" = 100'
FILE #	6002	REVISIONS	
DRAWN BY	S.C.		
CHECKED BY			

PO 2 June 18, 2002

C201409801732

SOSED: 1373417
 Date Filed: 4/14/2014 3:02:00 PM
 Elaine F. Marshall
 North Carolina Secretary of State

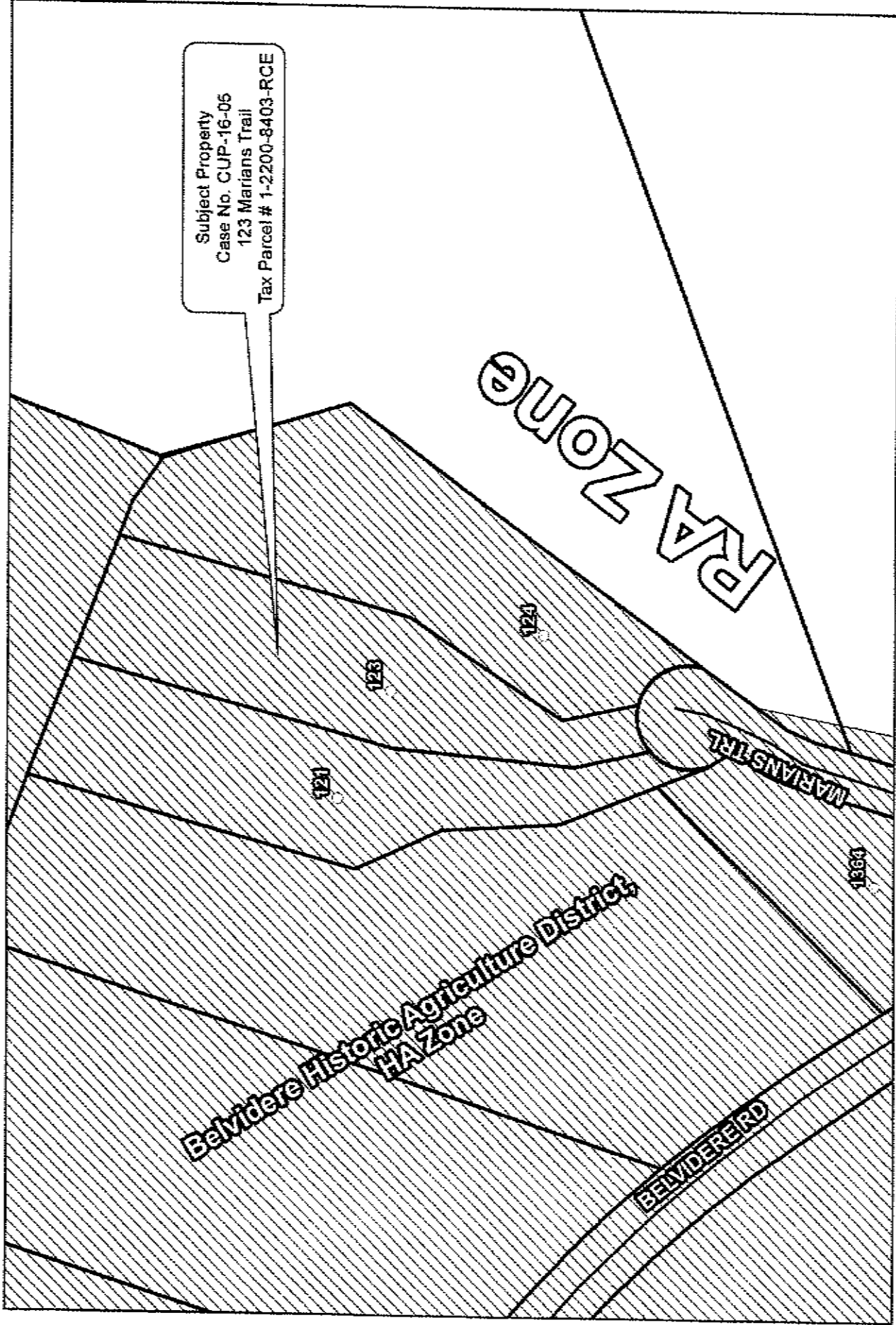
C2014 098 01732

State of North Carolina
 Department of the Secretary of State

Limited Liability Company
 ARTICLES OF ORGANIZATION

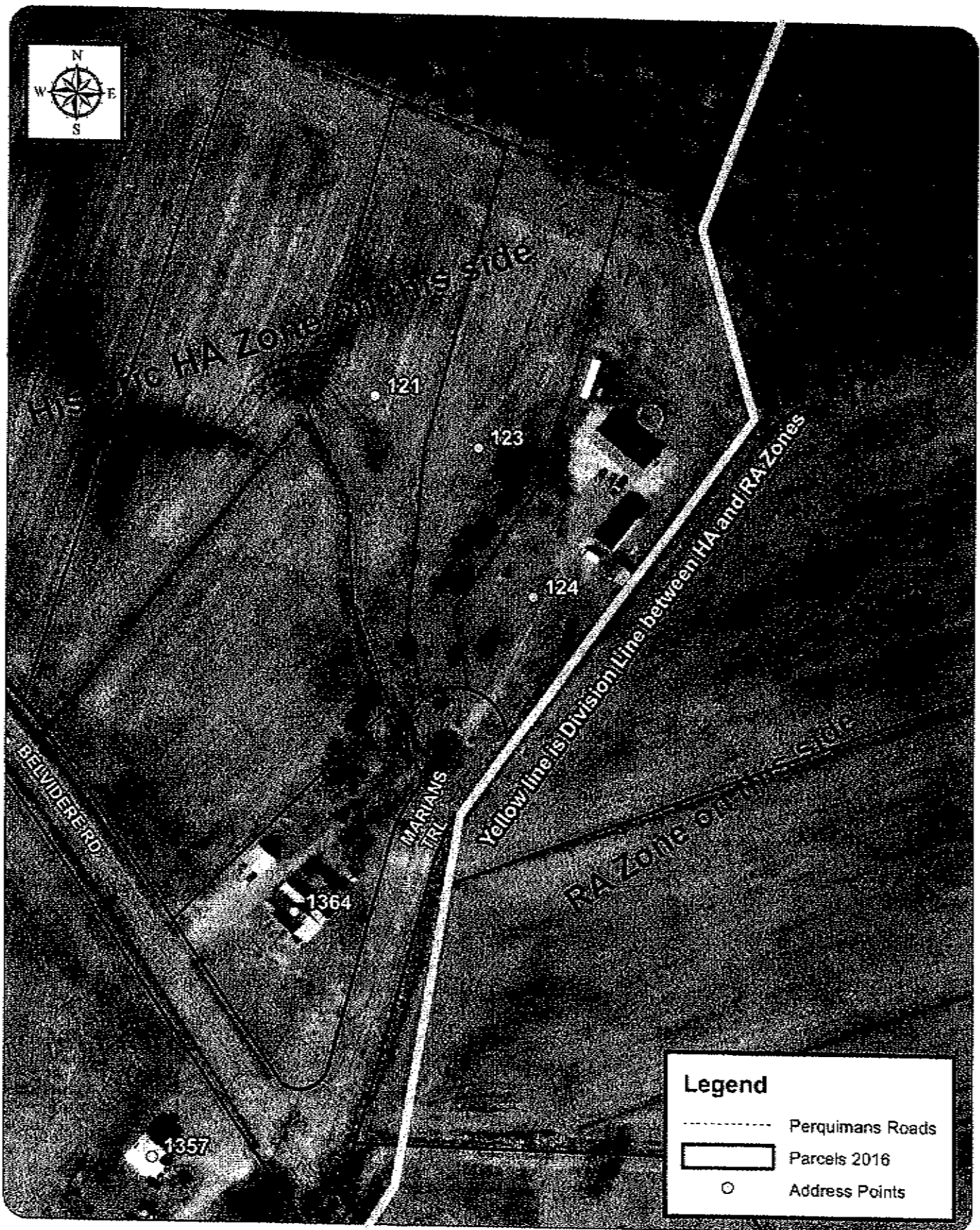
Pursuant to §57D-2-20 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is: R & S PROPERTY MANAGEMENT, LLC
(See Item 1 of the Instructions for appropriate entity designation)
2. The name and address of each person executing these articles of organization is as follows: (State whether each person is executing these articles of organization in the capacity of a member, organizer or both. Note: This document must be signed by all persons listed.)
WILLIAM H. MORGAN, JR., Organizer
PO Box 180
410 E. Main Street
Elizabeth City, NC 27907-0180
3. The name of the initial registered agent is: RONALD C. ETHERIDGE, II
4. The street address and county of the initial registered agent office of the limited liability company is:
 Number and Street 124 MARIAN'S TRAIL
 City BELVIDERE State: NC Zip Code: 27919 County: PERQUIMANS
5. The mailing address, if different from the street address, of the initial registered agent office is:
 Number and Street _____
 City _____ State: NC Zip Code: _____ County: _____
6. Principal office information: (Select either a or b.)
 a. The limited liability company has a principal office.
 The principal office telephone number: 252-331-9783
 The street address and county of the principal office of the limited liability company is:
 Number and Street 124 MARIAN'S TRAIL
 City BELVIDERE State: NC Zip Code: 27919 County: PERQUIMANS



Disclaimer: Parcel lines are for tax purposes only. This map is NOT a substitute for a land survey or legal document. The County assumes no legal responsibility for the information contained on this map.

Map created October 20, 2016
 by Perquimans GIS
 1 in = 125 ft



Perquimans County, NC
 Map created Oct 31, 2016
 1 inch = 125 feet

Disclaimer: Parcel lines are for tax purposes only. This map is NOT a substitute for a land survey or legal document. The County assumes no legal responsibility for the information contained on this map.

Perquimans County Planning Board
MINUTES

Tuesday, Nov 8, 2016

The Perquimans County Planning Board held its regular monthly meeting on Tuesday, November 8, 2016 at 7:00 PM in the Commissioner Meeting Room of the Courthouse Annex Building.

MEMBERS PRESENT: Paul Kahl, Chair
A.O. Roberts, Vice Chair
Brenda Lassiter
Donald Manley
Lewis Smith

MEMBERS ABSENT: none

OTHERS PRESENT: Frank Heath, County Manager
Rhonda Money, GIS/Planning Assistant
Applicant & wife
Lynwood Winslow

Chair Paul Kahl called the meeting to order at 7:00 pm and opened with prayer.

Agenda Item I, Approval of Agenda Mr. Roberts made a motion, seconded by Ms. Lassiter, to approve the agenda as presented. The motion passed unanimously.

* * * *

Agenda Item II, Consent Agenda/Approval of Draft Minutes of Previous Planning Board Meetings: Attached Draft of October 11, 2016 Regular Meeting. [Regular meeting of November 12, 2013; Rescheduled meeting of December 19, 2013; Regular Meetings of February 11, April 8, and September 9, 2014 are not available.]

Mr. Manley made a motion, seconded by Mr. Roberts, to approve previous minutes of October 11, 2016 Regular Meeting. The motion passed unanimously. It was agreed that Planning Assistant Money should turn in, at the next Planning Board meeting, whatever is available of all remaining unapproved minutes from previous years.

* * * *

Agenda Item III, Business Item A: Conditional Use Permit No. CUP-16-05, requested by R & S Property Management, LLC (Ronald Etheridge II) to place a double-wide manufactured home in Belvidere Historic District, an HA zone. The subject property is Tax Parcel No. 1-2200-8403-RCE also known as 123 Marians Trail (off of Belvidere Road). Ms. Money gave a brief synopsis of the situation; then the applicant, Mr. Etheridge, said the doublewide will have brick underpinning and be aesthetically pleasing. He has a friend of many years that he would like to rent the home to at a reasonable rate. Mr. Etheridge would only be willing to rent to someone he knew was a decent person because the renter would be living directly beside his own family. His concern is that if he puts in a modular home, it will cost so much that his friend will not be able to afford the rent. His objective is to help his friend and have something to pass down to his own kids in the future.

Chair Kahl asked if there were any public comments. Mr. Lynwood Winslow approached the podium to point out that he did not want to inhibit anyone from using their own property for what they see as a very good cause, but he stressed that the Planning Board should not let it become a precedent for additional doublewides, particularly in the heart of the Historic District. Chair Kahl assured him that is why doublewides in Historic Districts are considered on a case-by-case basis only and require a Conditional Use Permit.

After brief discussion regarding the property being on the edge of the HA District and brick skirting making it look nice, Mr. Smith made a motion, seconded by Ms. Lassiter, to recommend approval of Conditional Use Permit No. CUP-16-05 as requested by R & S Property Management, LLC finding (a) through (d) to be true in Zoning Ordinance section 903. Motion passed unanimously.

* * * *

Agenda Item IV, Other Items: A. Status Report on Previous Board Recommendations:

Timbermill, Apex wind project – CUP-16-01 County Manager Heath stated that it's on-going with November 14th and 21st set aside for BCC Deliberation, Findings of Fact, and Conditions if it is approved. County Commissioners have sat through approximately 50 hours of testimony.

Alpha-Value Solar, LLC – CUP-16-02 Has been tabled to November 21st.

Elliott Sand Mine of Tildon Whitehurst, Jr. – CUP-16-03 BCC passed this last night, Monday, November 8th.

Sun Farm V, LLC solar project – CUP-16-04 Has been tabled to November 21st.

Ms. Money stated that the County Commissioners would like for the Planning Board to evaluate sections of the Zoning Ordinance that regulate solar farms and determine if any changes need to be made. Chair Kahl suggested to Mr. Heath, the scheduling of another joint BCC/Planning Board Work Session. The Planning Board asked County Manager Heath a few questions regarding solar farms in general and tax revenue.

Mr. Manley's term expires this month and he has elected to not return, so the BCC has appointed Antoine (AJ) Moore to fill his position starting next month. Everyone thanked Mr. Manley for his many years of service.

* * * *

Agenda Item IV, Other Items: B. Chair's signature on approved minutes

* * * *

Meeting adjourned at 7:25 p.m

Minutes approved this 13th day of December, 2016.

Chairperson
Attachments: A (Sign-in Sheet)

Recorder



107 N. Front Street
Post Office Box 7
Hertford, NC 27944

Phone: (252) 426-7010
(252) 426-5564
Fax: (252) 426-3624

**PERQUIMANS COUNTY
TAX DEPARTMENT**

Tax Release: (Perquimans County)

Lane, Lloyd A. & G.A. \$204.63
Incorrect assessment. Value of building needed reducing.
Acct# 313105

Tax Release: (Hertford)

Lane, Lloyd A. & G.A. \$168.73
Incorrect assessment. Value of building needed reducing.
Acct# 313105

Perquimans County's Vision:
To be a community of opportunity in which to live, learn, work, prosper, and play.

**PERQUIMANS COUNTY
DEPARTMENT OF SOCIAL SERVICES**

P.O. BOX 107
Hertford, North Carolina 27944

SOCIAL SERVICES BOARD

Terissa J. Blanchard, Chair
Kyle Jones
Dianne M. Layden

252-426-7373 - FAX 426-1240

DIRECTOR
Susan M. Chaney

MEMORANDUM

Date: November 22, 2016

To: Frank Heath, County Manager
Tracy Mathews, County Finance
Mary Hunnicutt, Clerk To The Board

From: Susan Chaney, Director *Susan Chaney*

Subject: Social Services Employee Resignation

Perquimans County employee, Allison Winslow, has submitted a letter of resignation. Ms. Winslow has been employed with Perquimans County since March 2004 and has held several positions within the agency, most recently as the Income Maintenance Investigator and Energy Programs Coordinator.

It is with mixed sentiments that I accept her letter of resignation. Ms. Winslow's last day of employment with the County will be December 30, 2016 and her resignation will be effective January 1, 2017.

If you have any questions, do not hesitate to contact me.

Perquimans County's Vision

To be a community of opportunity in which to live, learn, work, prosper and play.

PERQUIMANS COUNTY
DEPARTMENT OF SOCIAL SERVICES
P.O. BOX 107
Hertford, North Carolina 27944

Phone (252) 426-7373- Fax (252) 426-1240

SOCIAL SERVICES BOARD
Shirley Manley, Chairman
Terissa Blanchard
Kyle Jones

DIRECTOR
Susan M. Chaney

November 21, 2016

Dear Mrs. Chaney,

Please accept this letter as formal notification that I will be resigning from my position as Fraud Investigator at Perquimans County Department of Social Services effective January 1, 2017.

I want to give you my sincere thanks for all of the opportunities you have given me and for all of the knowledge I have gained at DSS over the past 12 1/2 years.

If you have any questions, feel free to ask. Thanks for everything.

Sincerely,


Allison Winslow

EMPLOYMENT ACTION FORM

DATE SUBMITTED: _____

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Sharon Smith

SOC. SEC. NO.: _____

POSITION: TDA Director

DEPT.: Tourism Development Authority

NEW EMPLOYEE EFFECTIVE DATE: January 1, 2017

GRADE: _____ STEP: _____ SALARY: \$14.00/ hr

ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: _____ STEP: _____ SALARY: _____

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

_____ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.
Date GRADE: _____ STEP: _____ SALARY: _____

_____ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4)
Date GRADE: _____ STEP: _____ SALARY: _____

_____ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.
Date

_____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
Date GRADE: _____ STEP: _____ SALARY: _____

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

Edmy

Frank Heath

DATE: 11/29/2016

DATE: 11/30/16

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: November 28, 2016

COUNTY OF PERQUIMANS
PART-TIME EMS/RESCUE EMPLOYEES

NAME: Ashlee Bockelman SOC. SEC. NO.: _____

POSITION: Part-Time EMT EMS: X RESCUE: _____

NEW EMPLOYEE EFFECTIVE DATE: December 1, 2016

GRADE: 63 STEP: 1 SALARY: \$13.95 per hour

Complete following information only if for new employee.

ADDRESS: 227 Haywood Smith Road

CITY/STATE/ZIP: Hertford, NC 27944

PHONE NUMBER: 252-455-5027

_____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE RAISE DUE TO
Date CERTIFICATION (PER ATTACHED STATE CERTIFICATE OF COMPLETION).

GRADE: _____ STEP: _____ SALARY: _____

EMS DEPARTMENT RECOMMENDATION
MANAGER APPROVAL

[Signature]

DATE: November 28, 2016

RESCUE SQUAD RECOMMENDATION

DATE: _____

COUNTY MANAGER APPROVAL

[Signature]

DATE: 11/29/16

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: November 28, 2016

COUNTY OF PERQUIMANS
PART-TIME EMS/RESCUE EMPLOYEES

NAME: Amy Bojo SOC. SEC. NO.: _____

POSITION: Part-Time EMT EMS: X RESCUE: _____

NEW EMPLOYEE EFFECTIVE DATE: December 1, 2016

GRADE: 63 STEP: 1 SALARY: \$13.95 per hour

Complete following information only if for new employee.

ADDRESS: 100 Rivers Edge Circle, Apt. 205

CITY/STATE/ZIP: Elizabeth City, NC 27909

PHONE NUMBER: 252-619-0258

_____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE RAISE DUE TO
Date CERTIFICATION (PER ATTACHED STATE CERTIFICATE OF COMPLETION).
GRADE: _____ STEP: _____ SALARY: _____

EMS DEPARTMENT RECOMMENDATION
MANAGER APPROVAL

[Signature]

DATE: November 28, 2016

RESCUE SQUAD RECOMMENDATION

DATE: _____

COUNTY MANAGER APPROVAL

[Signature]

DATE: 11/29/16

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: November 28, 2016

COUNTY OF PERQUIMANS
PART-TIME EMS/RESCUE EMPLOYEES

NAME: Heidi Russell SOC. SEC. NO.: _____

POSITION: Part-Time EMT EMS: X RESCUE: _____

NEW EMPLOYEE EFFECTIVE DATE: December 1, 2016

GRADE: 63 STEP: 1 SALARY: \$13.95 per hour

Complete following information only if for new employee.

ADDRESS: 125 Wild Goose Landing Court

CITY/STATE/ZIP: Camden, NC 27921

PHONE NUMBER: 410-456-2514

_____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE RAISE DUE TO
Date CERTIFICATION (PER ATTACHED STATE CERTIFICATE OF COMPLETION).

GRADE: _____ STEP: _____ SALARY: _____

EMS DEPARTMENT RECOMMENDATION
MANAGER APPROVAL

[Signature]

DATE: November 28, 2016

RESCUE SQUAD RECOMMENDATION

DATE: _____

COUNTY MANAGER APPROVAL

[Signature]

DATE: 11/29/16

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: November 28, 2016

COUNTY OF PERQUIMANS
PART-TIME EMS/RESCUE EMPLOYEES

NAME: Rachael Sawyer SOC. SEC. NO.: _____

POSITION: Part-Time EMT EMS: X RESCUE: _____

NEW EMPLOYEE EFFECTIVE DATE: December 1, 2016

GRADE: 63 STEP: 1 SALARY: \$13.95 per hour

Complete following information only if for new employee.

ADDRESS: 116 Howell Street

CITY/STATE/ZIP: Hertford, NC 27944

PHONE NUMBER: 252-333-0732

_____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE RAISE DUE TO
Date CERTIFICATION (PER ATTACHED STATE CERTIFICATE OF COMPLETION).

GRADE: _____ STEP: _____ SALARY: _____

EMS DEPARTMENT RECOMMENDATION
MANAGER APPROVAL

[Signature]

DATE: November 28, 2016

RESCUE SQUAD RECOMMENDATION

DATE: _____

COUNTY MANAGER APPROVAL

11/29/16 [Signature]

DATE: 11/29/16

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: November 28, 2016

COUNTY OF PERQUIMANS
PART-TIME EMS/RESCUE EMPLOYEES

NAME: Sean Tripp SOC. SEC. NO.: _____

POSITION: Part-Time EMT EMS: X RESCUE: _____

NEW EMPLOYEE EFFECTIVE DATE: December 1, 2016

GRADE: 63 STEP: 1 SALARY: \$13.95 per hour

Complete following information only if for new employee.

ADDRESS: 1002 Belvidere Road

CITY/STATE/ZIP: Belvidere, NC 27919

PHONE NUMBER: 252-562-8069

_____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE RAISE DUE TO
Date CERTIFICATION (PER ATTACHED STATE CERTIFICATE OF COMPLETION).

GRADE: _____ STEP: _____ SALARY: _____

EMS DEPARTMENT RECOMMENDATION
MANAGER APPROVAL

[Signature]

DATE: November 28, 2016

RESCUE SQUAD RECOMMENDATION

DATE: _____

COUNTY MANAGER APPROVAL

[Signature]

DATE: 11/29/16

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: November 28, 2016

COUNTY OF PERQUIMANS
PART-TIME EMS/RESCUE EMPLOYEES

NAME: Linwood Austin Browder SOC. SEC. NO.: _____

POSITION: Part-Time EMT-I EMS: X RESCUE: _____

NEW EMPLOYEE EFFECTIVE DATE: December 1, 2016

GRADE: 66 STEP: 1 SALARY: \$15.91 per hour

Complete following information only if for new employee.

ADDRESS: 809 West Queen Street

CITY/STATE/ZIP: Edenton, NC 27932

PHONE NUMBER: 252-337-5564

_____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE RAISE DUE TO
Date CERTIFICATION (PER ATTACHED STATE CERTIFICATE OF COMPLETION).

GRADE: _____ STEP: _____ SALARY: _____

EMS DEPARTMENT RECOMMENDATION
MANAGER APPROVAL

[Signature]

DATE: November 28, 2016

RESCUE SQUAD RECOMMENDATION

DATE: _____

COUNTY MANAGER APPROVAL

[Signature]

DATE: 11/28/16

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: November 28, 2016

COUNTY OF PERQUIMANS
PART-TIME EMS/RESCUE EMPLOYEES

NAME: Tyler Spruce SOC. SEC. NO.: _____
POSITION: Part-Time EMT-I EMS: X RESCUE: _____
 NEW EMPLOYEE EFFECTIVE DATE: December 1, 2016
GRADE: 66 STEP: 1 SALARY: \$15.91 per hour

Complete following information only if for new employee.

ADDRESS: 425 Mexico Road
CITY/STATE/ZIP: Edenton, NC 27932
PHONE NUMBER: 252-312-1043

_____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE RAISE DUE TO
Date CERTIFICATION (PER ATTACHED STATE CERTIFICATE OF COMPLETION).
GRADE: _____ STEP: _____ SALARY: _____

EMS DEPARTMENT RECOMMENDATION
MANAGER APPROVAL
[Signature]
DATE: November 28, 2016

RESCUE SQUAD RECOMMENDATION

DATE: _____

COUNTY MANAGER APPROVAL
[Signature]
DATE: 11/29/16

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: November 28, 2016

COUNTY OF PERQUIMANS
PART-TIME EMS/RESCUE EMPLOYEES

NAME: Martin Surface SOC. SEC. NO.: _____

POSITION: Part-Time EMT-I EMS: X RESCUE: _____

NEW EMPLOYEE EFFECTIVE DATE: December 1, 2016

GRADE: 66 STEP: 1 SALARY: \$15.91 per hour

Complete following information only if for new employee.

ADDRESS: 1614 Crescent Drive

CITY/STATE/ZIP: Elizabeth City, NC 27909

PHONE NUMBER: 252-455-8731

_____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE RAISE DUE TO
Date CERTIFICATION (PER ATTACHED STATE CERTIFICATE OF COMPLETION).

GRADE: _____ STEP: _____ SALARY: _____

EMS DEPARTMENT RECOMMENDATION
MANAGER APPROVAL

RESCUE SQUAD RECOMMENDATION

Joseph [Signature]

DATE: November 28, 2016

DATE: _____

COUNTY MANAGER APPROVAL

FINANCE OFFICER

Frank [Signature]

DATE: 11/29/16

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: November 28, 2016

COUNTY OF PERQUIMANS
PART-TIME EMS/RESCUE EMPLOYEES

NAME: John vonRosenberg SOC. SEC. NO.: _____

POSITION: Part-Time EMT-I EMS: X RESCUE: _____

NEW EMPLOYEE EFFECTIVE DATE: December 1, 2016

GRADE: 66 STEP: 1 SALARY: \$15.91 per hour

Complete following information only if for new employee.

ADDRESS: 123 Horniblow Point Road

CITY/STATE/ZIP: Edenton, NC 27932

PHONE NUMBER: 843-330-2606

Date RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE RAISE DUE TO
CERTIFICATION (PER ATTACHED STATE CERTIFICATE OF COMPLETION).
GRADE: _____ STEP: _____ SALARY: _____

EMS DEPARTMENT RECOMMENDATION
MANAGER APPROVAL

[Signature]

DATE: November 28, 2016

RESCUE SQUAD RECOMMENDATION

DATE: _____

COUNTY MANAGER APPROVAL

[Signature]

DATE: 11/29/16

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: _____

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Susan Chaney

SOC. SEC. NO.: _____

POSITION: Social Services Director

DEPT.: Social Services

NEW EMPLOYEE EFFECTIVE DATE: _____

GRADE: _____ STEP: _____ SALARY: _____

ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: _____ STEP: _____ SALARY: _____

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

_____ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.
GRADE: _____ STEP: _____ SALARY: _____

_____ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4) (CIRCLE)
GRADE: _____ STEP: _____ SALARY: _____

_____ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.

12/1/16 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
GRADE: 79 STEP: 8 SALARY: \$69,592

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

Frank Heath

DATE: _____

DATE: 11/29/16

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 11/29/16

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Robin Gieseke

SOC. SEC. NO. :

POSITION: IMC II

DEPT.: Social Services

EMPLOYEE EFFECTIVE DATE:

GRADE: STEP: SALARY: \$

ENDING DATE OF PROBATIONARY PERIOD:

CURRENT: GRADE: STEP: SALARY:

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

 DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND
Date

GRADE: STEP: SALARY: \$

 DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
Date RAISE. (YEAR 2 3 4)

GRADE: STEP: SALARY: \$

 DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.
Date

RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE:

Date: 12-1-2016 GRADE: 63 STEP: 7 SALARY: \$ 33,571.00

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

Suzan M Chaney

Frank Heath

DATE: 11-29-16

DATE: 11/29/16

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 11-28-2016

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Robert Farrar

SOC. SEC. NO.: _____

POSITION: Deputy Sheriff

DEPT.: Sheriff's Office

NEW EMPLOYEE EFFECTIVE DATE: _____

GRADE: _____ STEP: _____ SALARY: _____

ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: 65 STEP: 6 SALARY: 35,788

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

_____ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS. GRADE: _____ STEP: _____ SALARY: _____

_____ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4) GRADE: _____ STEP: _____ SALARY: _____

_____ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.

12-1-16 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE. Date GRADE: 65 STEP: 7 SALARY: 36,660

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

William J. Tully

Frank Heath

DATE: 11-28-16

DATE: 11/29/16

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 11/29/16

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Robert Elliott SOC. SEC. NO.: _____

POSITION: Water Technician I DEPT.: Water Department

NEW EMPLOYEE EFFECTIVE DATE: _____
GRADE: _____ STEP: _____ SALARY: _____
ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: 58 STEP: 4 SALARY: \$25,045

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

_____ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.
GRADE: _____ STEP: _____ SALARY: _____

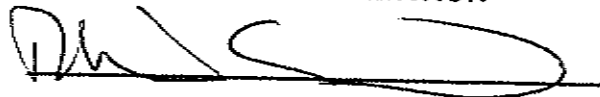
12/1/16 DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4)
GRADE: 58 STEP: 3 SALARY: \$23,723

_____ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.

_____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
GRADE: _____ STEP: _____ SALARY: _____

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION



DATE: 11/29/16

COUNTY MANAGER APPROVAL



DATE: 11/29/16

FINANCE OFFICER

DATE: _____



107 N. Front Street
Post Office Box 7
Hertford, NC 27944

Phone: (252) 426-7010
(252) 426-5564
Fax: (252) 426-3624

**PERQUIMANS COUNTY
TAX DEPARTMENT**

NOVEMBER 2016-ENFORCED COLLECTIONS

GARNISHMENTS: \$5308.56

PAYMENT AGREEMENTS: \$12,792.54

DEBT SETOFFS: \$340.77



PERQUIMANS COUNTY EMERGENCY SERVICES

P.O. Box 563 - 159 Creek Drive - Hertford, NC 27944

(252) 426-5646 Phone - (252) 426-3306 Fax

Jonathan A. Nixon, Director

To: Mary Hunnicutt
Clerk to the Board

From: Jonathan A. Nixon
Emergency Services Director

Date: November 28, 2016

Re: Chowan/Perquimans LEPC 2017 Roster

Please add this roster to the December 2017 Perquimans County Commissioner's Meeting Agenda for Board reappointment of the Chowan/Perquimans Local Emergency Planning Committee. Notice that the position currently held by Perquimans Commissioner Janice Cole is vacant, pending the Board's recommendation.

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Parnell, Brian	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017
Bonner, Greg	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017
Brittingham, Richard	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017
Cartwright, Michael	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017
Chaney, Susan	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017
Perq Co Commissioner	Chowan/Perquimans Multi-County LEPC	Appointment	1 yr.	1/1/2017
Copeland, Crystal	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017
Forlines, Craig	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017
Lafon, David	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017
Lawrence, Grady	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017
Nixon, Jonathan	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017
Palmer, Cordell	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017
Ponte, Tom	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017
Smith, Lewis	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017
Spruill, Mary	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017
Stoop, Ashley	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017
Value, Jason	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017
VanDuyn, T. Gwen	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017
Williams, Peter	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017
Winslow, Jarvis	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2017

PSAP Backup Plan

Request for Backup Plan Approval

PSAP Name: **Perquimans 911 Communications**

PSAP Plan Contact (title/telephone number/email address):

Jonathan A. Nixon, Director
Perquimans County Emergency Services
252-426-5646 Office
jnixon@perquimanscountync.gov

Location

Where is the Primary PSAP located (street address)?

Perquimans 911 Communications
159 Creek Drive
Hertford, NC 27944

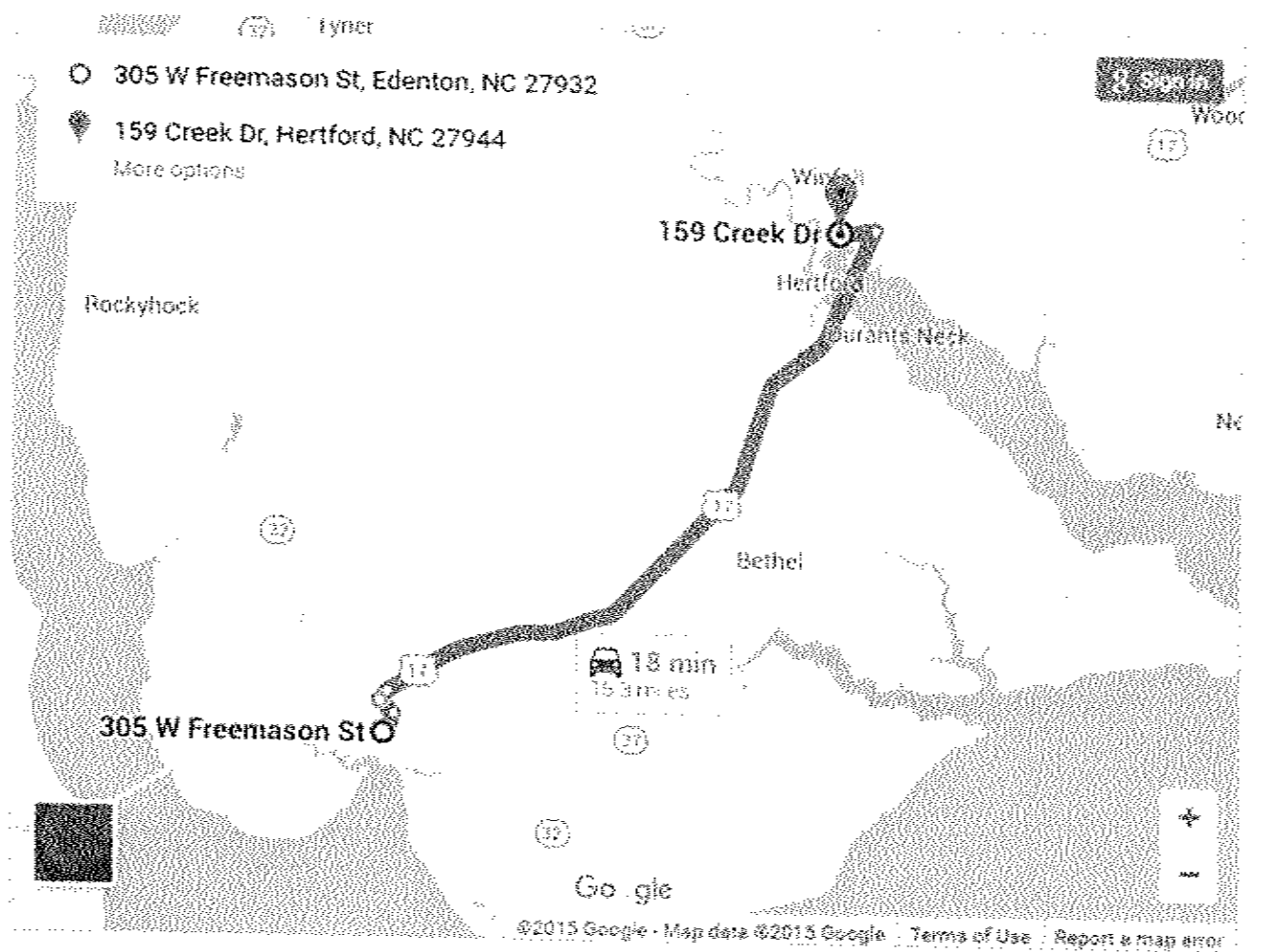
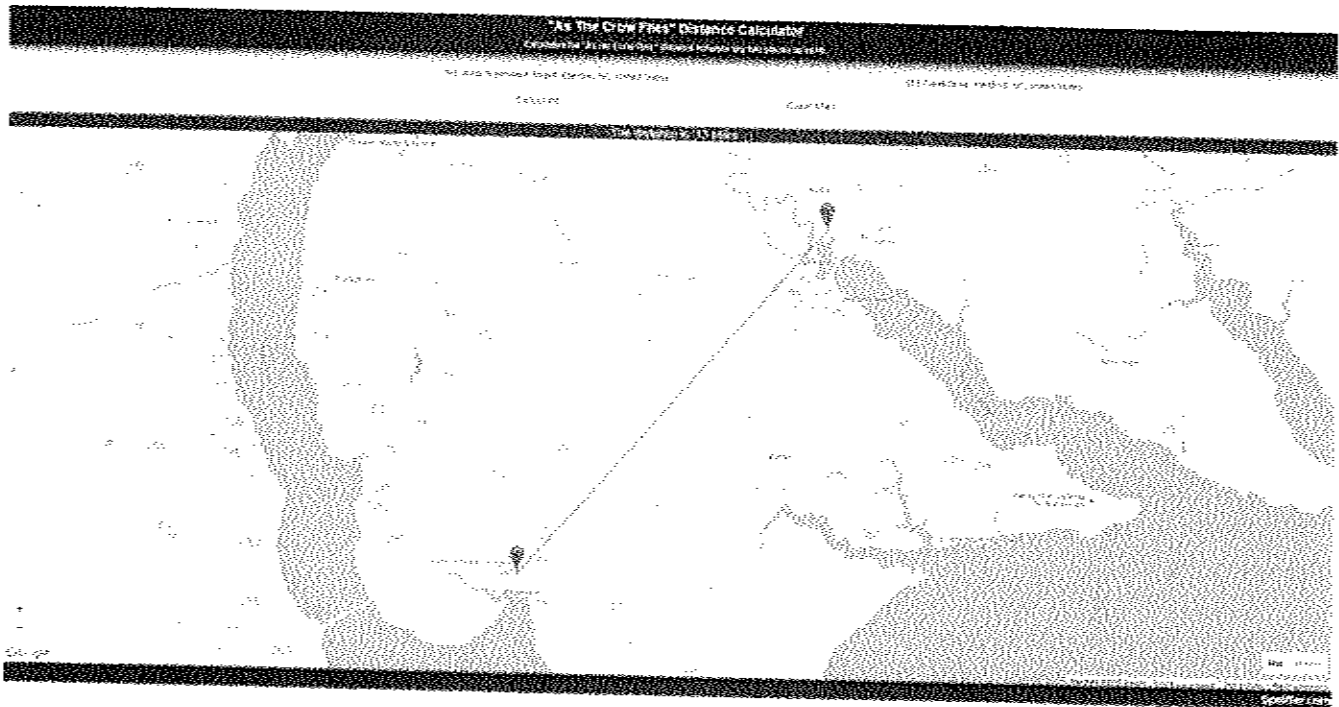
Where is the Backup PSAP located (street address)?

Chowan 911 Communications
305 West Freemason Street
Edenton, NC 27932

How far is the Primary PSAP from the Backup PSAP in airline miles? (There is currently no defined distance requirement but a one mile minimum is a reasonable expectation.)

Approximately 13 miles. Google maps driving distance is 15.3 miles (see below)

PSAP Backup Plan



PSAP Backup Plan

Positions/Workstations

How many telecommunicator positions are in the Primary PSAP?	4.5
How many telecommunicator positions are normally manned in the Primary PSAP?	2
Can you staff for more positions to handle peak workloads in the Primary PSAP?	Yes
How many additional positions are used during peak workloads in the Primary PSAP?	1

How many telecommunicator positions are in the Backup PSAP?	Two fixed and one temporary using laptop computers.
How many telecommunicator positions will be manned in the Backup PSAP?	Two with the expansion to three to handle peak workloads.
Can you staff for more positions to handle peak workloads in the Backup PSAP?	Yes

Equipment

Please describe the make and model of the telephone switch, the CAD, and the recorder in the Primary PSAP.	Telephone: Viper Intrado CAD: Southern Software Recorder: NICE
--	--

Please describe the make and model of the telephone switch, the CAD, and the recorder in the Backup PSAP.	Telephone: Viper Intrado CAD: Southern Software Recorder: Eventide
---	--

Network

How many 911 trunks are currently in the Primary PSAP and who is the carrier?	4 Century Link
How many admin lines are currently in the Primary PSAP and who is the carrier?	4 Century Link

How many 911 trunks will be in Backup PSAP and who is the carrier?	4 Century Link
How many admin lines will be in the Backup PSAP and who is the carrier?	4 Century Link

What is the process to re-route 911 trunks from the Primary PSAP to the Backup PSAP?	Night Switch
How long will it take to re-route 911 trunks from the Primary PSAP to the Backup PSAP?	Less than one minute

What is the process to re-route admin trunks from the Primary PSAP to the Backup PSAP?	Call Forward
How long will it take to re-route admin trunks from the Primary PSAP to the Backup PSAP?	Less than one minute

PSAP Backup Plan

How will the Primary PSAP be network connected to the Backup PSAP? Rented Fiber & Internet (Backup with Microwave)

Who is the carrier? Century Link for rented fiber (Mediacom for CAD & internet access for phone system/texting)

What is the bandwidth? 10 Mbps (Pending confirmation from Century Link)

How will this network connection between the Primary PSAP to the Backup PSAP be used?

Rented fiber from Century Link will be for phone equipment only. Mediacom internet will be for access to CAD, remote access to various network components including the voice recorder and for texting.

Interim PSAP

Who will answer your 911 calls while you are relocating to the Backup PSAP?

Chowan 911 Communications

How long will it take to relocate staff to the Backup PSAP and begin taking calls?

Assuming an unimpeded drive, approximately twenty five minutes.

What is the process to re-route calls from the Primary PSAP to the Interim PSAP while relocating staff to the Backup PSAP?

Night Switch (see "The Plan" on page 5 and the "Proposed Phone Backup Design" on page 8 for further details)

What is the process to re-route calls from the Interim PSAP while relocating staff to the Backup PSAP?

Chowan 911 Communications staff will answer calls until Perquimans 911 staff arrives at Chowan 911 Communications.

Please attach a signed Memorandums of Understanding (MOUs) and any other applicable agreements. Please insure that the signatories have the appropriate authority to commit their respective agencies. See attachment.

Power

Describe the back-up power system at the Primary PSAP? Upon loss of commercial power the UPS provides power for the 911 Center load until the generator comes online.

What is the capacity of the generator and the UPS in the Primary PSAP? The generator is 125KW and runs the entire building once online. The UPS serves only the 911 Center and is estimated to provide power between one and two hours.

How much fuel is stockpiled for the generator at the Primary PSAP and how long will this provide uninterrupted operation? 595 Gallons of Diesel (when full) – Approximately 65 hours at full load.

PSAP Backup Plan

Describe the back-up power system at the Backup PSAP? Upon loss of commercial power the UPS provides power for the 911 Center load until the generator comes online.

What is the capacity of the generator and the UPS in the Backup PSAP? The generator is 750KW and runs the whole building once online. The UPS is estimated to provide power between one and two hours.

How much fuel is stockpiled for the generator at the Backup PSAP and how long will this provide uninterrupted operation? The on-site fuel supply is estimated to last two weeks.

The Plan

Please provide a narrative on how the proposed Backup plan will work.

In the event of a total loss of all systems, Perquimans telecommunicators would make contact with Chowan 911 Communications using whatever means possible (phone, DCIN Message, VHF Radio, 800mhz Radio, cell phone, etc) to advise they had activated the Night Switch, with all Perquimans 911 calls being forwarded to Chowan 911. Perquimans telecommunicators will immediately travel to the Chowan Communication Center, activate the second Night Switch and begin answering Perquimans 911 calls at Chowan 911 Communications.

In the event of a scheduled or less time sensitive failure (like the generator not coming online during a loss of power) the Perquimans telecommunicators would contact Chowan 911 Communications to notify them of the issue. One of the two working Perquimans telecommunicators would travel to Chowan 911 Communications. Once the one telecommunicator is online in Chowan and can takeover answering calls, the Night Switch will be activated. The second telecommunicator, having been relieved, would then travel to Chowan 911 Communications.

With regards to CAD, Perquimans will move its backup CAD server to Chowan 911 Communications. The main and backup server will communicate via internet connection with 30meg segregated by a firewall for CAD communication. Neverfail software will reside on both servers and provide a replication solution. In the event of a system failure, this solution will automatically fail to the backup server without user intervention. When the primary server is restored, replication will happen automatically. In the event of a complete Perquimans 911 Communications Center failure that results in evacuation, Perquimans telecommunicator will travel to Chowan 911 Communications and resume operations on two of the Chowan telecommunicator positions. A third position will be available via laptop computer.

With regards to radios, Perquimans will purchase and install the following radios and associated antenna systems at Chowan 911 Communications:

-Motorola 800 Mobile	Perquimans Law 800
-Motorola 800 Mobile	Perquimans EMS 800
-Motorola 800 Mobile	Perquimans Fire 800
-Motorola 800 Mobile	Perquimans EM 800
-Motorola 800 Mobile	Perquimans TAC 800
-Motorola 800 Mobile	Perquimans M/A 800

PSAP Backup Plan

- Motorola VHF Mobile Perquimans EMS
- Motorola VHF Mobile Perquimans Fire TAC 1
- Motorola VHF Mobile Perquimans Fire TAC 2
- Motorola VHF Mobile Perquimans Fire TAC 3
- Motorola VHF Mobile Perquimans Fire TAC 4

It should be noted that the Statewide 800, Perquimans VHF Fire and Perquimans UHF Law channels are already in use in the Chowan 911 Communications radio console system.

With regards to voice recording, we will be adding additional capacity in the Perquimans 911 Communications recorder to record Chowan 911 Communications channels. Chowan will record Perquimans channels in their recorder as well.

How often will you test your Backup plan? Monthly
 How long will you take calls at the Backup PSAP when you exercise your plan? 8 Hours

Backup Facility

Does your Backup facility provide for the needs of employees? Yes
 How will sufficient food, water, sleeping, and hygiene needs for the staff for the projected duration the emergency be provided? This question will be determined by local operational policies and procedures, but it does need serious consideration and planning. While there is no hard and fast rule in place, it seems reasonable the backup facility should be self-supporting for a minimum of 72 hours. The backup center is co-located with an existing center that already provides for these needs.

Implementation Timeline

Please provide a timeline for implementation of this plan.

<u>Task</u>	<u>Start Date</u>	<u>Finish Date</u>
Backup CAD Server Move/Workstations Online	10/1/16	12/31/16
Backup VIPER Phone System Online	10/1/16	4/1/17
Radio Tower at 911 Center	10/1/16	4/1/17
Radio Equipment Online	10/1/16	5/1/17
Recorder Online	1/1/17	6/1/17
Staff Training – Test All Equipment	6/1/17	6/30/17
Backup PSAP Online	7/1/17	

****Because funding is not available until December 2016, the timelines are no longer relevant. Staff will diligently work with vendors to make every effort possible to meet the June 30, 2017 deadline.****

Additional

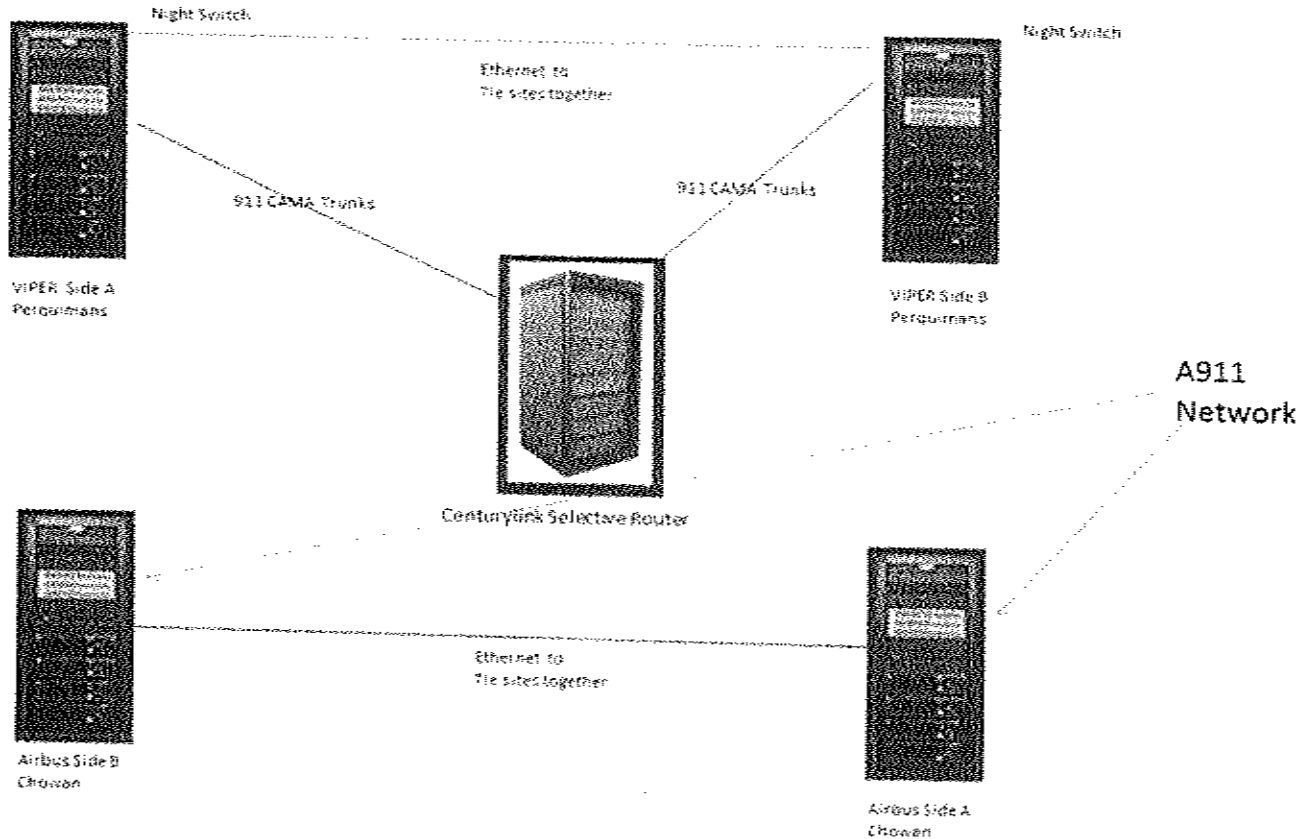
PSAP Backup Plan

Please provide a diagram of your back-up plan. Show the equipment to be supported in the Primary PSAP and the Backup PSAP, the network connections between the Primary PSAP and the Backup PSAP, and the trunking to the Primary PSAP and the Backup PSAP and any other relevant information. See two diagrams below.

Chowan PSAP & Perquimans PSAP Proposed Phone Backup Design

Perquimans Site

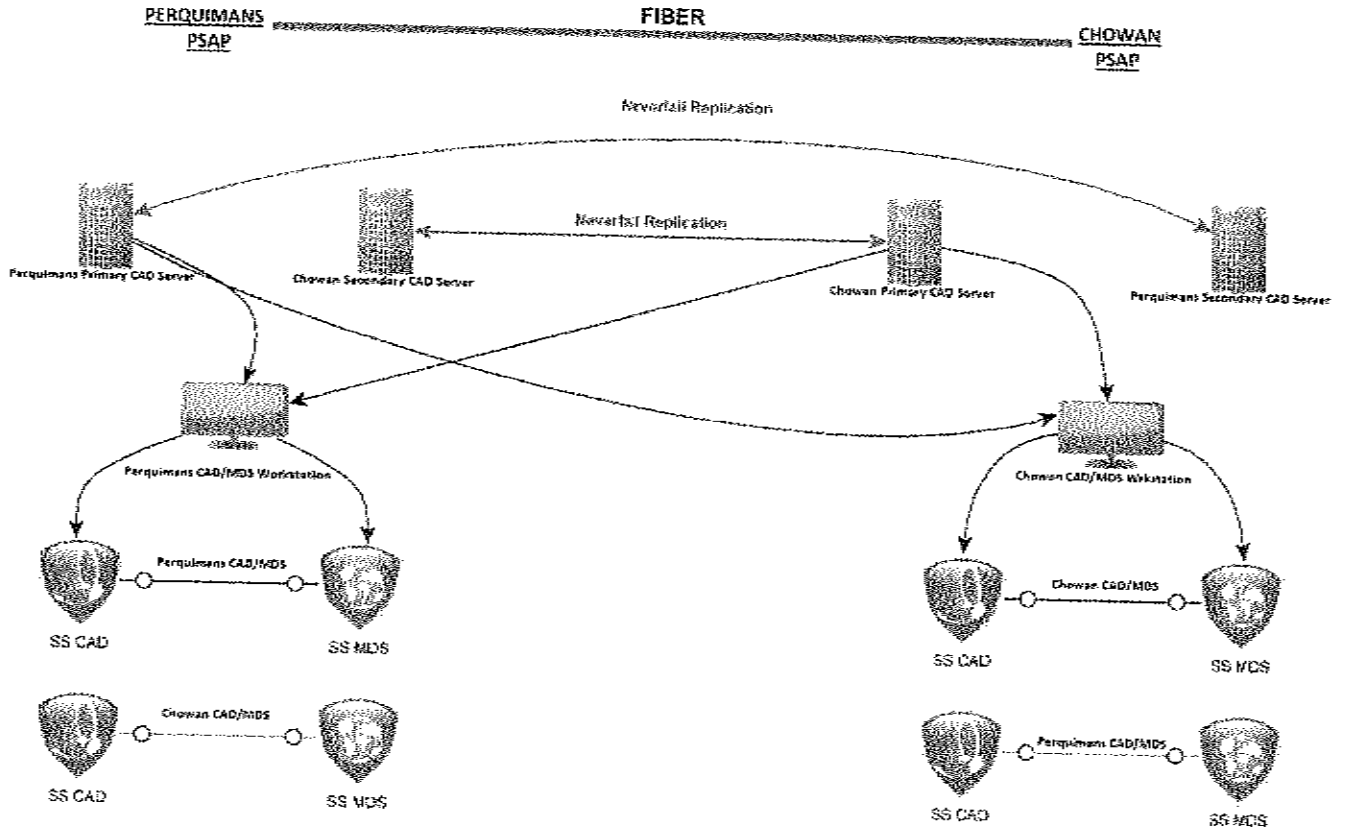
Chowan Site



PSAP Backup Plan

Chowan PSAP & Perquimans PSAP

Proposed CAD Backup Design



Updated 11/30/16

BUDGET AMENDMENT
PERQUIMANS COUNTY BOARD OF COMMISSIONERS
E-911 FUND
NO. 6

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE 5th DAY OF DECEMBER, 2016, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2016 - 2017 BUDGET.

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
78-350-001	Revenue - Emerg. 911 Fees	374,488	
78-399-000	Fund Balance Approp.	13,071	
78-348-000	State Grants	176,206	
78-500-110	E-911 Telephone	12,209	
78-500-140	E-911 Travel/Training	5,200	
78-500-160	E-911 Software Maint.	90,251	
78-500-161	E-911 Hardware Maint.	23,063	
78-500-740	E-911 Capital Outlay Equip.	433,042	
EXPLANATION: To budget E-911 Funding Reconsideration approval amounts for FY2016/2017 for Back-Up 911 Center Project.			

WE, THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY, HEREBY ADOPT AND APPROVE, BY RESOLUTION, THE CHANGES IN THE COUNTY BUDGET AS INDICATED ABOVE, AND HAVE MADE ENTRY OF THESE CHANGES IN THE MINUTES OF SAID BOARD, THIS 5th DAY OF DECEMBER, 2016.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON 5th DAY OF DECEMBER, 2016.

Chairman, Board of Commissioners

Finance Officer



911 Board
INFORMATION TECHNOLOGY

Chris Estes
Chairman
Jason Barbour
Vice Chairman

October 12, 2016

Jonathan A. Nixon
Emergency Services Director
Perquimans County
PO Box 563
Hertford, NC 27944

Dear Jonathan ,

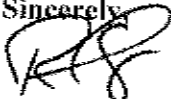
The North Carolina 911 Board staff has reviewed your grant application for the project entitled "Perquimans County 911 Communications Backup Plan" in preparation for a funding reconsideration request as a result of the 911 Board's actions at the August 26, 2016 meeting.


The grant application identified some ineligible expenses, and Board staff noted ineligible expenses in the reconsideration request. To assist with your project, the 911 Board approved a recommendation from the Grant Committee to provide a prioritized grant in addition to the funding reconsideration in the amount of \$ 176,206. Grant funds must be used first on any ineligible 911 expenses identified in the grant application before being used for eligible 911 expenses.

Attached is the draft grant contract between Perquimans County and the NC 911 Board. Please have this agreement reviewed by the county's legal counsel and if any questions or changes are needed, please let me know.

Once the document is acceptable to Perquimans County management, please have the appropriate persons sign two copies on page 15. Return both signed copies to me for the appropriate signature by the 911 Board. I will then return a fully executed copy to you for your records.

This contract must be executed by December 15, 2016 or the agreement will expire. If you have any questions, please let me know.

Sincerely,

Richard Taylor
Executive Director

Nothing Compares
State of North Carolina | Department of Information Technology
P.O. Box 17209 | Raleigh, North Carolina 27619-7209
it.nc.gov/911Board | 919-754-6624

Contract No. G2017-12A

AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the _____ day of _____ 2016 by and between **Perquimans County** the **Grantee**, local governments established pursuant to N.C. Gen. Stat. §160A-462 North Carolina, and the **North Carolina 911 Board** (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the Board (together "the Parties") hereby agree as follows:

WITNESSETH:

WHEREAS, the 911 Board was created by N.C. Gen. Stat. §143B-1400 *et seq.* to collect and administer the 911 Fund; and

WHEREAS, the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407 and procedures for Grants adopted by the Board; and

WHEREAS, Grantee submitted a Grant Application to upfit a Back-up PSAP at the Chowan County 911 Center for use by Perquimans County in dispatching resources necessary to respond to 911 calls if the Perquimans County 911 Center is inoperable; and

WHEREAS, the 911 Board allocated funds for the purposes identified in the grant application;

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

1. Definitions:
 - a. Project: Perquimans County Back-up 911 Center.
 - b. Executive Director: the Executive Director of the 911 Board.
 - c. Grant Funds: the amount authorized for award by the 911 Board, \$176,206.
 - d. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.
 - e. Grantee: Perquimans County, notwithstanding N.C. Gen. Stat §143C-6-23(a)(2).
 - f. Interlocal agreement: Reserved.
 - g. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. The Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to acts by the General Assembly and actions of the Budget Director.
 - h. Subgrantee: As defined in N.C. Gen. Stat. §143C-6-23(a)(3), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

i. Unit, or unit of local government:

As defined in N.C. Gen. Stat. §143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. §160B-2(1), and all boards, agencies, commissions, authorities and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. Scope of Project: To utilize space in the Chowan County 911 Center for use as the Perquimans County 911 Back-up Center.

a. Perquimans County shall be responsible for administrative and management duties associated with the Project; and shall be responsible for completing the goals and objectives described in the Grant Application. To the extent that the Project includes expenses that are not eligible for reimbursement and which are not included in the Grant Funds allocated by the 911 Board, Grantee shall be responsible for all expenses for the non-eligible items.

b. Goals and objectives include:

1. Procure, relocate and install equipment in the Chowan County 911 Center to serve as the Perquimans County 911 Back-up Center which will improve communications for Perquimans County and facilitate Back-up PSAP operations for the County.
2. The Back-up PSAP will be equipped with at least two new call taking / dispatching positions.
3. Interlocal agreements shall include provisions supporting this Agreement and specifically identifying each Party's responsibilities arising from Paragraphs 2, 7, 11, and 17(a) herein.
4. Acquiring, installing and successful testing 911 System equipment including but not limited to, telecommunications systems, radio consoles, CAD and mapping server/data storage, furniture for telecommunicators and workstations, and radio dispatch consoles.
5. Facilitating use of the Perquimans County 911 Center by, and for, Chowan County's 911 Back-up operations.

c. Grantee shall submit a revised budget and work plan within sixty (60) days of signing this Agreement if the actual budget or work plan deviates from the Grant Application. Revisions and work plan changes should identify project component details (as identified in the Grant Application) and costs identified in the Grant Application together with a timeline that includes component details. These revised documents must reflect any changes and special conditions of the Grant award. The budget must include any matching funds or funds from other sources and the anticipated time when such funds

will be spent. Grantee shall identify potential or contingent sources of funding including but not limited to other grants during the term of this Agreement. The work plan should include a time line and specific milestones and/or deliverables that will be used to measure interim progress and accomplishments of the project during the term of this Agreement. Grant Funds will not be released until these revised documents are approved by the 911 Board Executive Director.

d. Grantee will draft one or more Requests for Proposal to be utilized by Grantee in development, procurement and/or operations of the Project consistent with the grant application and approved project budget.

e. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.

f. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.

3. Changes in the Project.

a. If changes or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 *et seq.*, or subsequent modification thereof.

b. Any work referred to in Paragraph 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.

c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.

d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this agreement.

e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least 90 calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.

4. Consolidation. Reserved.

5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through 1 August 2017 (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date), and terminate upon the End Date unless sooner terminated under Paragraph 14; or amended by written agreement to extend said date by the Parties or their successors in interest.

6. Project Schedule. Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:

- a. The Project is anticipated to be completed in no more than 8 months. The equipment planned and the proposed budget, shall be reviewed, revised and provided to the 911 Board Executive Director within sixty (60) days of signing this Agreement if the actual budget or work plan deviates from the Grant Application. These revised documents must reflect any changes and special conditions of the Grant award.
- b. Perquimans will continue to operate within its existing framework during the equipment acquisition, installation and testing activities; therefore, there will be no disruption to emergency call taking or dispatching services.
- c. Grantee shall contract for upfitting the Back-up facility consistent with the Grant Application and this Agreement.
- d. Grantee shall prepare and release one or more solicitation documents comprising RFPs or other similar documents in compliance with the Project schedule presented in the Grant Application, and as such may be amended.
- e. Contracts based upon Grantee's solicitation documents shall be awarded in a timely manner in compliance with the Project schedule presented in the Grant Application, and as such may be amended.
- f. PSAP transitions to the new backup PSAP shall begin promptly after completion of the construction and inspections for the new facility.

7. Delivery of Grant Funds. The total Grant Funds equal One Hundred Seventy Six Thousand Two Hundred Six (\$176,206) Dollars. Grant Funds shall be held by the 911 Board and delivered as follows:

- a. Funds shall be released to Grantee after receiving copies of Grantee's contracts, purchase orders and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.
- b. Grant Funds shall not be released, or paid, in advance of performance of actual services or reimbursable purchases, nor paid for maintenance or other services in future fiscal years. Funds shall be released for ineligible expenses as identified in the Grant Application as authorized by N.C.G.S. 143B-1407(b)(4). In the event Grant Funds remain following completion of ineligible expense items, Grant Funds may be applied to expenses that are eligible under N.C. Gen. Stat. §143B-1400 *et seq.* and the policies of the 911 Board.

- c. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.
- d. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 *et seq.*
- e. In the event Grantee breaches any of the covenants or agreements contained in this Paragraph, or any of the representations and warranties of Paragraphs 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this subsection (e), to return Grant Funds and to refund sums, apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee. Any actions taken pursuant by a party to an interlocal agreement constituting withdrawal from the consolidation shall cause an accounting and the withdrawing party shall be financially responsible for returning grant funds pursuant to the terms of the interlocal agreement. Grantee shall timely enforce all such rights, duties and perform its responsibilities to ensure completion of the accounting and return of grant funds to the Board.
- f. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.
- g. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board if unused or unallocated in a timely manner.
8. Travel Expenses. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. Further expenditures for travel, conferences, software or equipment that are not within the deliverables and payment schedule annexed hereto and as presented in the approved budget may be reimbursed at the rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at <http://www.osbm.state.nc.us>. Original receipts for such expenses shall be retained by Grantee.
9. Independent Status of Grantee.
- a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party; nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.

b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.

10. Conflicts of Interest. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict to interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized for expenses incurred by Grantee prior to the Effective Date or subsequent to the Termination Date. All unpaid obligations incurred prior to the Termination Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Prior approval shall not be required for changes that affect the approved budget unless a line item in the Grant Application Budget Narrative is exceeded by ten (10%) percent or \$500.00, whichever is greater. Any changes in the approved budget that would result in the addition or deletion of a budget category shall require prior approval from the 911 Board.

12. Project Records.

a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.

c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Grantee, or designated representatives of the foregoing, all of its records which relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records

shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.

d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.*, Non-State Entities Receiving State Funds or N.C. Gen. Stat. §159-34, The Local Government and Fiscal Control Act - Annual Independent Audit, Rules, and Regulations; as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Sub-grantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

13. Publications.

a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: *Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.*

b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

c. Upon publication of materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

14. Termination: Availability of Funds.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the Termination Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the Termination Date and Grantee shall return all unearned funds upon the demand of the 911 Board. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

b. The Parties may terminate this Agreement by mutual consent upon sixty (60) days notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Paragraph 28 below.

c. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination, which are incurred

by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the payment due under this Agreement.

15. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for this purpose. Further, Grantee agrees to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorneys fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. Bankruptcy of Third Parties. In the event that any Sub-grantee (or other entity other than Grantee) receiving Grant funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.

17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 9 N.C.A.C. 3M.0401. These remedies include, but are not limited to, reducing or suspending Grant funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party.

a. (Consolidation grants) Reserved.

b. Upon non-compliance with the applicable provisions of 9 N.C.A.C. 3M, the Board shall take measures under .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

c. Pursuant to 9 N.C.A.C. 3M.0703(11), the Parties may terminate this Agreement with 60 day's notice by mutual consent, or as otherwise provided by law. Pursuant to 9

N.C.A.C. 3M.0703(13), unexpended grant funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.

d. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant funds improperly expended (including the Board's enforcement abilities to recover such funds) or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant funds already properly expended (including the Board's enforcement abilities).

18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and Grantee, and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.

19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:

a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. Grantee will provide written assurances from the County and parties to the interlocal agreements submitted with the Grant Application confirming that funding contingencies identified in the Grant Application are waived and that all such parties agree that grant funding is sufficient for the purposes and scope of the Grant. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee, and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.

c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.

d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement.

f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as misappropriation of funds; use of 911 Funds for non-eligible expenses; placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

20. Performance Measures. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement

consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and shall consider including measures including one or more of the following:

- a. Requiring terminated vendors to provide costs of cover for replacement goods or services.
- b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.
- c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.
- d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.
- e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure,
- f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.

21. Subcontracting. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee; and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.

- a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.
- b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's grant application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.

22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay.

23. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:

- a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party; and,
- b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices; and,
- c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq.* is relevant or material to the matter to be resolved; and,
- d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Paragraph 28 below following the agreement to mediate; and
- e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator; and,
- f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefore if so advised by the N.C. Attorney General.

24. Special Provisions and Conditions.

- a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.
- b. If the 911 Board finds that Grantee has used grant funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General. The Office of State Budget and Management, the Office of the State Auditor, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with the reporting requirements of this Agreement.

- c. Nondiscrimination. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.
- d. Conflict of Interest. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.
- e. Order of Precedence. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, grant application, and lastly by other subordinate documents in reverse order to their adoption.
- f. Compliance with Laws. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.
- g. Non-Assignability. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.
- h. Personnel. Grantee represents that it has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
- i. Future Cooperation. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.
- j. Illegal Aliens. No costs incurred as a result of work performed by illegal aliens shall be eligible for reimbursement by Grant funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by illegal aliens.
25. Intellectual Property Rights. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.
26. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, *et seq.* The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party

shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:

- a. That the Proprietary Information is protected as permitted by applicable law.
- b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and
- c. That the Proprietary Information is clearly marked as such.

27. Proprietary Information: Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq.* Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

- a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1, *et seq.* Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.
- b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "CONFIDENTIAL." By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.
- c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party's confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: when deposited in the United States mails, first class, postage prepaid and properly addressed, by facsimile, or by e-mail, as follows:

If to the 911 Board: Attn: Richard Taylor, Executive Director
 N.C. 911 Board

P.O. Box 17209
Raleigh, NC 27609

Ph: 919-754-6624
E-Mail: Richard.Taylor@nc.gov

If to Grantee:

Attn: Jonathan A. Nixon
Emergency Services Director
PO Box 563
159 Creek Dr.
Hertford, NC 27944

Ph: 252-426-5646
E-Mail: j.nixon@perquimanscountync.gov

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulate that Wake County shall be the proper venue for all matters.

30. This Agreement will expire if not signed and returned to the 911 Board for countersignature no later than ninety (90) days from the date it was sent to Grantee.

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Perquimans County

By: _____

Title: _____

Date: _____

ATTEST:

This instrument has been preaudited in the Manner required by the Local Government Budget and Fiscal Control Act.

By: _____

Chief Finance Financial Officer

N.C. 911 Board

By: _____

Title: _____

Date: _____

Exhibit A
Reporting Schedule

Grantee shall report the following to the Board, by providing information to the Executive Director:

1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 Back-up Center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP transitions to the new facility, priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
3. A general project timeline of milestones is listed below, and shall be revised consistent with progress reports and budgets for the Back-up 911 Center.
4. Reports: The Grantee shall provide monthly reporting of contracts, purchase orders and other financial matters identified in Paragraph 1 above. These monthly reports shall be delivered to the Executive Director beginning on 1 January 2017 and continue thereafter on the first of each month for the term of the Agreement.
 - a. The Grantee shall submit one copy of each report via email in Microsoft Word and in PDF format to the Project Officer and one copy of the transmittal letter to the Grant Administrator.
 - b. The Grantee shall appear and provide presentations to the 911 Board during the term of this Agreement upon request of the 911 Board.
5. Interim Reports: Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, the Grantee shall inform the 911 Board as soon as the following types of conditions become known:
 - a. Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work. This disclosure shall be accompanied by a statement of the action taken or contemplated, and any Federal or other assistance needed to resolve the situation.
 - b. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

- c. Interim reports shall be delivered not less than annually.

6. Final Technical Report

- a. An interim report and final report documenting activities and outcomes is required. In addition, an ROI case study describing the project, completed ROI spreadsheets, financial analyses summary, and multi-agency financial business case for the project should be attached to the final report.
 - b. The Grantee shall submit one copy of the final technical report via email in Microsoft Word and in PDF format to the Project Officer and one copy of the transmittal letter to the Grant within 90 days of the end of the project period.
 - c. The final technical report shall document and summarize the results of the work. Such reports shall contain a comprehensive review of accomplishments, a chronological bibliography of any publications as well as significant scientific papers resulting from the work performed. The final report shall be submitted within 90 days of the end of the project period.
7. Budgets and/or budget projections for subsequent years, as may be developed during the term of this Agreement, illustrating financial support to update and maintain the Project equipment.

Exhibit B
Grant Application

Grantee's grant application is incorporated by reference.

Part 4. Personnel.

§ 153A-92. Compensation.

(a) Subject to the limitations set forth in subsection (b) of this section, the board of commissioners shall fix or approve the schedule of pay, expense allowances, and other compensation of all county officers and employees, whether elected or appointed, and may adopt position classification plans.

(b) In exercising the authority granted by subsection (a) of this section, the board of commissioners is subject to the following limitations:

- (1) The board of commissioners may not reduce the salary, allowances, or other compensation paid to an officer elected by the people for the duties of his elective office if the reduction is to take effect during the term of office for which the incumbent officer has been elected, unless the officer agrees to the reduction or unless the Local Government Commission pursuant to Chapter 159, Article 10, orders a reduction.
- (2) During the year of a general election, the board of commissioners may reduce the salary, allowances, or other compensation of an officer to be elected at the general election only in accordance with this subdivision. The board of commissioners shall by resolution give notice of intention to make the reduction no later than 14 days before the last day for filing notice of candidacy for the office. The resolution shall set forth the reduced salary, allowances, and other compensation and shall provide that the reduction is to take effect at the time the person elected to the office in the general election takes office. Once adopted, the resolution may not be altered until the person elected to the office in the general election has taken office. The filing fee for the office shall be determined by reference to the reduced salary.
- (3) If the board of commissioners reduces the salaries, allowances, or other compensation of employees assigned to an officer elected by the people, and the reduction does not apply alike to all county offices and departments, the elected officer involved must approve the reduction. If the elected officer refuses to approve the reduction, he and the board of commissioners shall meet and attempt to reach agreement. If agreement cannot be reached, either the board or the officer may refer the dispute to arbitration by the senior resident superior court judge of the superior court district or set of districts as defined in G.S. 7A-41.1 in which the county is located. The judge shall make an award within 30 days after the day the matter is referred to him. The award may extend for no more than two fiscal years, including the fiscal year for which it is made.
- (4) The board of commissioners shall fix their own salaries, allowances, and other compensation in accordance with G.S. 153A-28.
- (5) The board of commissioners shall fix the salaries, allowances and other compensation of county employees subject to the North Carolina Human Resources Act according to the procedures set forth in Chapter 126. The board may make these employees subject to a county position classification plan only as provided in Chapter 126.

(c) In counties with a county manager, the manager is responsible for preparing position classification and pay plans for submission to the board of commissioners and for administering the pay plan and any position classification plan in accordance with general policies and directives adopted by the board. In counties without a county manager, the board of commissioners shall appoint or designate a personnel officer, who shall then be responsible for administering the pay plan and any position classification plan in accordance with general policies and directives adopted by the board.

(d) A county may purchase life insurance or health insurance or both for the benefit of all or any class of county officers and employees as a part of their compensation. A county may provide other fringe benefits for county officers and employees. In providing health insurance to county officers and employees, a county shall not provide abortion coverage greater than that provided by the State Health Plan for Teachers and State Employees under Article 3B of Chapter 135 of the General Statutes. (1927, c. 91, s. 8; 1953, c. 1227, ss. 1-3; 1969, c. 358, s. 1; c. 1017; 1973, c. 822, s. 1; 1987 (Reg. Sess., 1988), c. 1037, s. 122; 2013-366, s. 2(b); 2013-382, s. 9.1(c).)



JACQUELINE S. FRIERSON
Register of Deeds, Perquimans County

P.O. Box 74 • Hertford, N.C. 27944 • Phone (252) 426-5660 • Fax (252) 426-7443 • email: jackiefrierson@perquimanscountync.gov

November 21, 2016

Perquimans County Board of Commissioners
 Frank Heath, County Manager
 Perquimans County, North Carolina

Dear Perquimans County Board of Commissioners,

First, I must say that I truly enjoy my job and appreciate its many challenges. I was appointed Deputy Register in 1994, Assistant in 2006, Register in 2013 and elected in 2016. I have attended the School of Government and received my certification in all three positions. I was a notary instructor for a number of years so that knowledge is an asset to this office as well. Being the keeper of the county's records is an awesome responsibility that I do not take lightly. I have had the pleasure of working with the former Register whom more than prepared me for this position. Therefore, I am writing this letter to request a raise in my salary

The Register of Deeds Guidebook has a list of traits that a register needs to be an effective register. A register must be attentive to detail, dependable, fair, adaptable, humble, responsible for good government and have equanimity. I believe that I possess these traits.

The Register of Deeds office has made great strides in the past and I will continue in that path. While I have been Register, I have implemented e-recording, E-Notary retrieval, GetCertificateNow and Marriage License Application on our website. My mission is to keep this office moving forward in this digital age.

I have served the citizens of this county for 23 years and I think a salary increase comparable with the liability and importance of this office as well as my experience and dedication warrants a salary increase.

I have attached a comparison with other counties with similar populations for your consideration. I strongly believe that my contribution to this office justifies a salary increase.

Thank you for considering my request.

Sincerely

Jacqueline S. Frierson

Enclosure (1)

COMPARISON FOR COUNTIES WITH SIMILAR POPULATIONS

COUNTY	POPULATION	HIRE	MAX	AVERAGE
ALLEGHANY	10,939	\$ 41,736.00	\$ 62,604.00	\$ 51,171.00
CLAY	10,584	---	---	\$ 62,534.00
CHOWAN	14,726	\$ 40,466.00	\$ 71,842.00	\$ 40,466.00
GATES	11,650	\$ 40,398.00	\$ 58,853.00	\$ 41,206.00
JONES	10,216	\$ 42,252.00	\$ 53,237.00	\$ 42,252.00
MITCHELL	15,328	\$ 45,795.00	\$ 65,421.00	\$ 48,653.00
PAMLICO	12,953	\$ 31,755.00	\$ 57,614.00	\$ 44,849.00
PERQUIMANS	13,601	\$ 38,315.00	\$ 58,024.00	\$ 42,242.00
WASHINGTON	12,722	\$ 36,948.00	\$ 53,424.00	\$ 48,432.00



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P.O. Box 74 • Hertford, N.C. 27944 • Phone (252) 426-5660 • Fax (252) 426-7443 • email: jackiefrierson@perquimanscountync.gov

**RESOLUTION AUTHORIZING
REMOVAL OF CERTAIN PUBLIC RECORD BOOKS
KEPT BY THE REGISTER OF DEED FOR
THE PURPOSE OF REPAIR, RESTORATION
AND REBINDING**

WHEREAS, NCGS 132-7 provides that books of public records should be copied or repaired, renovated or rebound if worn, mutilated, damaged or difficult to read; and

WHEREAS, there is identified certain books of public records maintained by the Register of Deeds in need of repair, restoration and rebinding; and

WHEREAS, KOFILE Technologies is under contract to provide repair, restoration and rebinding of those certain books of public records.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR PERQUIMANS COUNTY, NORTH CAROLINA, that:

Section 1. The Register of Deeds is authorized to remove or cause to be removed to the care and custody of KOFILE Technologies for repair, restoration and rebinding the following books of public records:

Plat Book 3 Page 1 thru 242

Section 2. The books of public records listed in Section 1 of this resolution may remain in the care and custody of KOFILE Technologies for the length of time required to repair, restore and rebind them.

Section 3. This resolution is effective upon its adoption.

ADOPTED the ____ day of _____, 2016.

, Chairman
Board of Commissioners

ATTEST:

Mary P. Hunnicutt, Clerk to the Board



**VOTING DELEGATE DESIGNATION FORM
LEGISLATIVE GOALS CONFERENCE
January 12-13, 2017 (Thursday – Friday)
Raleigh Marriott Crabtree Valley – Wake County**

NOTE: Please place this action on your board meeting agenda.

Each Board of County Commissioners is hereby requested to designate a commissioner or other official as a voting delegate for the 2017 Legislative Goals Conference. Each voting delegate should complete and sign the following statement and **RETURN IT TO THE ASSOCIATION NO LATER THAN FRIDAY, JANUARY 6, 2017.**

PLEASE Return Form to Alisa Cobb, Clerk to the Board by E-Mail: alisa.cobb@ncacc.org OR Fax: 919-733-1065.

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the North Carolina Association of County Commissioners 2017 Legislative Goals Conference.

Signed: _____

Title: _____

Article VI, Section of the Association’s Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its County Commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the Board of County Commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year’s dues.”

FOR
INFORMATION
ONLY
ITEMS

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NACo Prescription Drug Discount Card Program

Perquimans County, NC

	PLAN	% OF PLAN		% OF RETAIL		AVERAGE MEMBER		RETAIL SUBMITTED		AVERAGE PRICE		% OF PRICE		TOTAL UTILIZERS
		PRICE	SAVINGS	PRICE	SAVINGS	COST	COST	PRICE	PRICE	SAVINGS	SAVINGS	SAVINGS	SAVINGS	
2015														
SEPTEMBER	2	0	0.00%	2	100.00%	\$ 49.55	\$ 24.78	\$ 49.55	\$ 24.78	\$ 0.00	\$ 0.00	0.00%		1
AUGUST	1	0	0.00%	1	100.00%	\$ 7.33	\$ 7.33	\$ 13.69	\$ 13.69	\$ 6.36	\$ 6.36	46.46%		1
JULY	3	2	66.67%	1	33.33%	\$ 53.24	\$ 17.75	\$ 91.05	\$ 30.35	\$ 37.81	\$ 12.60	41.53%		2
JUNE	2	0	0.00%	2	100.00%	\$ 49.55	\$ 24.78	\$ 49.55	\$ 24.78	\$ 0.00	\$ 0.00	0.00%		1
MAY	1	0	0.00%	1	100.00%	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 0.00	\$ 0.00	0.00%		1
APRIL	1	1	100.00%	0	0.00%	\$ 30.00	\$ 30.00	\$ 41.09	\$ 41.09	\$ 11.09	\$ 11.09	26.99%		1
FEBRUARY	3	1	33.33%	2	66.67%	\$ 84.56	\$ 28.19	\$ 86.25	\$ 28.75	\$ 1.69	\$ 0.56	1.96%		2
2015														
OCTOBER	4	1	25.00%	3	75.00%	\$ 90.42	\$ 22.61	\$ 127.54	\$ 31.89	\$ 37.12	\$ 9.28	29.10%		2
SEPTEMBER	2	0	0.00%	2	100.00%	\$ 47.93	\$ 23.97	\$ 47.93	\$ 23.97	\$ 0.00	\$ 0.00	0.00%		1
JUNE	5	1	20.00%	4	80.00%	\$ 78.06	\$ 15.61	\$ 101.18	\$ 20.24	\$ 23.12	\$ 4.62	22.85%		1
MAY	1	1	100.00%	0	0.00%	\$ 9.60	\$ 9.60	\$ 13.93	\$ 13.93	\$ 4.33	\$ 4.33	31.08%		1
APRIL	1	1	100.00%	0	0.00%	\$ 28.71	\$ 28.71	\$ 34.09	\$ 34.09	\$ 5.38	\$ 5.38	15.78%		1
MARCH	4	1	25.00%	3	75.00%	\$ 74.37	\$ 18.59	\$ 85.13	\$ 21.28	\$ 10.76	\$ 2.69	12.64%		3
JANUARY	5	4	80.00%	1	20.00%	\$ 104.75	\$ 20.95	\$ 201.94	\$ 40.39	\$ 97.19	\$ 19.44	48.13%		3
2014														
DECEMBER	9	7	77.78%	2	22.22%	\$ 172.04	\$ 19.12	\$ 267.10	\$ 29.68	\$ 95.06	\$ 10.56	35.59%		3
NOVEMBER	12	10	83.33%	2	16.67%	\$ 392.68	\$ 32.72	\$ 815.33	\$ 67.94	\$ 422.65	\$ 35.22	51.84%		5
OCTOBER	7	6	85.71%	1	14.29%	\$ 200.55	\$ 28.65	\$ 419.24	\$ 59.89	\$ 218.69	\$ 31.24	52.16%		4
SEPTEMBER	4	4	100.00%	0	0.00%	\$ 75.50	\$ 18.88	\$ 159.07	\$ 39.77	\$ 83.57	\$ 20.89	52.54%		3
AUGUST	12	8	66.67%	4	33.33%	\$ 436.48	\$ 36.37	\$ 789.55	\$ 65.80	\$ 353.07	\$ 29.42	44.72%		5
JULY	8	4	50.00%	4	50.00%	\$ 141.44	\$ 17.68	\$ 315.63	\$ 39.45	\$ 174.19	\$ 21.77	55.19%		5
JUNE	11	5	45.45%	6	54.55%	\$ 154.19	\$ 14.02	\$ 200.87	\$ 18.26	\$ 46.68	\$ 4.24	23.24%		5
MAY	10	6	60.00%	4	40.00%	\$ 388.80	\$ 38.88	\$ 692.10	\$ 69.21	\$ 303.30	\$ 30.33	43.82%		6
APRIL	11	6	54.55%	5	45.45%	\$ 260.41	\$ 23.67	\$ 437.49	\$ 39.77	\$ 177.08	\$ 16.10	40.48%		6
MARCH	13	8	61.54%	5	38.46%	\$ 454.73	\$ 34.98	\$ 621.46	\$ 47.80	\$ 166.73	\$ 12.83	26.83%		7
FEBRUARY	7	4	57.14%	3	42.86%	\$ 269.48	\$ 38.50	\$ 540.19	\$ 77.17	\$ 270.71	\$ 38.67	50.11%		4
JANUARY	12	8	66.67%	4	33.33%	\$ 249.29	\$ 20.77	\$ 410.01	\$ 34.17	\$ 160.72	\$ 13.39	39.20%		6
2013														
DECEMBER	13	10	76.92%	3	23.08%	\$ 285.55	\$ 21.97	\$ 640.79	\$ 49.29	\$ 355.24	\$ 27.33	55.44%		5
NOVEMBER	9	5	55.56%	4	44.44%	\$ 254.72	\$ 28.30	\$ 579.18	\$ 64.35	\$ 324.46	\$ 36.05	56.02%		3
OCTOBER	11	6	54.55%	5	45.45%	\$ 294.94	\$ 26.81	\$ 444.01	\$ 40.36	\$ 149.07	\$ 13.55	33.57%		7
SEPTEMBER	8	5	62.50%	3	37.50%	\$ 259.86	\$ 32.48	\$ 424.60	\$ 53.08	\$ 164.74	\$ 20.59	38.80%		4
AUGUST	12	7	58.33%	5	41.67%	\$ 355.30	\$ 29.61	\$ 780.04	\$ 65.00	\$ 424.74	\$ 35.40	54.45%		6
JULY	11	8	72.73%	3	27.27%	\$ 240.23	\$ 21.84	\$ 407.28	\$ 37.03	\$ 167.05	\$ 15.19	41.02%		6
JUNE	7	1	14.29%	6	85.71%	\$ 44.33	\$ 6.33	\$ 89.23	\$ 12.75	\$ 44.90	\$ 6.41	50.32%		3
MAY	14	10	71.43%	4	28.57%	\$ 453.90	\$ 32.42	\$ 796.58	\$ 56.90	\$ 342.68	\$ 24.48	43.02%		6
APRIL	14	5	35.71%	9	64.29%	\$ 229.20	\$ 16.37	\$ 316.32	\$ 22.59	\$ 87.12	\$ 6.22	27.54%		6
MARCH	5	2	40.00%	3	60.00%	\$ 51.84	\$ 10.37	\$ 89.03	\$ 17.81	\$ 37.19	\$ 7.44	41.77%		3
FEBRUARY	5	3	60.00%	2	40.00%	\$ 58.31	\$ 11.66	\$ 100.07	\$ 20.01	\$ 41.76	\$ 8.35	41.73%		4
JANUARY	7	4	57.14%	3	42.86%	\$ 147.57	\$ 21.08	\$ 273.13	\$ 39.02	\$ 125.56	\$ 17.94	45.97%		3
2012														
DECEMBER	5	2	40.00%	3	60.00%	\$ 63.00	\$ 12.60	\$ 131.13	\$ 26.23	\$ 68.13	\$ 13.63	51.96%		3
NOVEMBER	5	3	60.00%	2	40.00%	\$ 105.77	\$ 21.15	\$ 233.12	\$ 46.62	\$ 127.35	\$ 25.47	54.63%		4
OCTOBER	11	7	63.64%	4	36.36%	\$ 245.45	\$ 22.31	\$ 434.45	\$ 39.50	\$ 189.00	\$ 17.18	43.50%		6
SEPTEMBER	12	6	50.00%	6	50.00%	\$ 172.31	\$ 14.36	\$ 260.06	\$ 21.67	\$ 87.75	\$ 7.31	33.74%		6
AUGUST	11	6	54.55%	5	45.45%	\$ 196.81	\$ 17.89	\$ 334.76	\$ 30.43	\$ 137.95	\$ 12.54	41.21%		5
JULY	21	8	38.10%	13	61.90%	\$ 432.01	\$ 20.57	\$ 602.24	\$ 28.68	\$ 170.23	\$ 8.11	28.27%		5
JUNE	18	7	38.89%	11	61.11%	\$ 274.32	\$ 15.24	\$ 526.71	\$ 29.26	\$ 252.39	\$ 14.02	47.92%		8
MAY	16	6	37.50%	10	62.50%	\$ 203.93	\$ 12.75	\$ 278.78	\$ 17.42	\$ 74.85	\$ 4.68	26.85%		6
APRIL	15	6	40.00%	9	60.00%	\$ 196.88	\$ 13.13	\$ 297.28	\$ 19.82	\$ 100.40	\$ 6.69	33.77%		5
MARCH	17	11	64.71%	6	35.29%	\$ 324.49	\$ 19.09	\$ 681.36	\$ 40.08	\$ 356.87	\$ 20.99	52.38%		8
FEBRUARY	17	10	58.82%	7	41.18%	\$ 653.21	\$ 38.42	\$ 1,271.77	\$ 74.81	\$ 618.56	\$ 36.39	48.64%		5
JANUARY	15	7	46.67%	8	53.33%	\$ 296.17	\$ 19.74	\$ 388.23	\$ 25.88	\$ 92.06	\$ 6.14	23.71%		5

2011													
DECEMBER	24	15	62.50%	9	37.50%	\$ 444.97	\$ 18.54	\$ 677.97	\$ 28.25	\$ 233.00	\$ 9.71	34.37%	7
NOVEMBER	26	15	57.69%	11	42.31%	\$ 650.19	\$ 25.01	\$ 1,059.27	\$ 40.74	\$ 409.08	\$ 15.73	38.62%	7
OCTOBER	22	10	45.45%	12	54.55%	\$ 360.54	\$ 16.39	\$ 548.26	\$ 24.92	\$ 187.72	\$ 8.53	34.24%	6
SEPTEMBER	14	10	71.43%	4	28.57%	\$ 533.07	\$ 38.08	\$ 833.62	\$ 59.54	\$ 300.55	\$ 21.47	36.05%	8
AUGUST	10	7	70.00%	3	30.00%	\$ 179.61	\$ 17.96	\$ 328.27	\$ 32.83	\$ 148.66	\$ 14.87	45.29%	5
JULY	12	9	75.00%	3	25.00%	\$ 357.78	\$ 29.82	\$ 588.34	\$ 49.03	\$ 230.56	\$ 19.21	39.19%	7
JUNE	16	7	43.75%	9	56.25%	\$ 444.85	\$ 27.80	\$ 598.37	\$ 37.40	\$ 153.52	\$ 9.60	25.66%	9
MAY	23	13	56.52%	10	43.48%	\$ 302.25	\$ 13.14	\$ 546.03	\$ 23.74	\$ 243.78	\$ 10.60	44.65%	10
APRIL	34	20	58.82%	14	41.18%	\$	\$ 39.75	\$ 1,653.09	\$ 48.62	\$ 301.55	\$ 8.87	18.24%	7
MARCH	24	16	66.67%	8	33.33%	\$ 863.78	\$ 35.99	\$ 1,269.41	\$ 52.89	\$ 405.63	\$ 16.90	31.95%	9
FEBRUARY	15	11	73.33%	4	26.67%	\$ 468.52	\$ 31.23	\$ 653.27	\$ 43.55	\$ 184.75	\$ 12.32	28.28%	8
JANUARY	23	18	78.26%	5	21.74%	\$ 971.94	\$ 42.26	\$ 1,440.98	\$ 62.65	\$ 469.04	\$ 20.39	32.55%	11
2010													
DECEMBER	25	16	64.00%	9	36.00%	\$ 918.07	\$ 36.72	\$ 1,252.64	\$ 50.11	\$ 334.57	\$ 13.38	26.71%	12
NOVEMBER	25	19	76.00%	6	24.00%	\$	\$ 49.68	\$ 1,707.72	\$ 68.31	\$ 465.83	\$ 18.63	27.28%	14
OCTOBER	23	17	73.91%	6	26.09%	\$	\$ 43.72	\$ 1,272.23	\$ 55.31	\$ 266.73	\$ 11.60	20.97%	11
SEPTEMBER	36	19	52.78%	17	47.22%	\$	\$ 28.47	\$ 1,346.45	\$ 37.40	\$ 321.60	\$ 8.93	23.89%	14
AUGUST	32	22	68.75%	10	31.25%	\$	\$ 34.81	\$ 1,462.53	\$ 45.70	\$ 348.56	\$ 10.89	23.83%	12
JULY	31	20	64.52%	11	35.48%	\$	\$ 35.30	\$ 1,481.76	\$ 47.80	\$ 387.31	\$ 12.49	26.14%	15
JUNE	32	22	68.75%	10	31.25%	\$	\$ 27.67	\$ 1,257.48	\$ 39.30	\$ 372.03	\$ 11.63	29.59%	15
MAY	25	18	72.00%	7	28.00%	\$	\$ 41.74	\$ 1,442.16	\$ 57.69	\$ 398.76	\$ 15.95	27.65%	14
APRIL	29	17	58.62%	12	41.38%	\$ 695.70	\$ 23.99	\$ 983.67	\$ 33.92	\$ 287.97	\$ 9.93	29.28%	12
MARCH	23	19	82.61%	4	17.39%	\$ 832.14	\$ 36.18	\$ 1,189.55	\$ 51.72	\$ 357.41	\$ 15.54	30.05%	9
FEBRUARY	15	13	86.67%	2	13.33%	\$ 429.41	\$ 28.63	\$ 594.23	\$ 39.62	\$ 164.82	\$ 10.99	27.74%	8
JANUARY	23	16	69.57%	7	30.43%	\$ 701.41	\$ 30.50	\$ 906.21	\$ 39.40	\$ 204.80	\$ 8.90	22.60%	13
2009													
DECEMBER	44	27	61.36%	17	38.64%	\$	\$ 29.46	\$ 1,588.69	\$ 36.11	\$ 292.51	\$ 6.65	18.41%	13
NOVEMBER	34	25	73.53%	9	26.47%	\$	\$ 42.69	\$ 1,789.48	\$ 52.63	\$ 337.97	\$ 9.94	18.89%	13
OCTOBER	41	27	65.85%	14	34.15%	\$	\$ 26.29	\$ 1,329.32	\$ 32.42	\$ 251.44	\$ 6.13	18.91%	14
SEPTEMBER	43	29	67.44%	14	32.56%	\$	\$ 27.94	\$ 1,581.39	\$ 36.78	\$ 380.06	\$ 8.84	24.03%	9
AUGUST	22	10	45.45%	12	54.55%	\$	\$ 50.09	\$ 1,449.33	\$ 65.88	\$ 347.36	\$ 15.79	23.97%	12
JULY	40	25	62.50%	15	37.50%	\$	\$ 30.51	\$ 1,525.98	\$ 38.15	\$ 305.50	\$ 7.64	20.02%	15
JUNE	43	25	58.14%	18	41.86%	\$	\$ 39.24	\$ 2,005.31	\$ 46.64	\$ 318.00	\$ 7.40	15.86%	12
MAY	27	18	66.67%	9	33.33%	\$ 505.00	\$ 18.70	\$ 676.07	\$ 25.04	\$ 171.07	\$ 6.34	25.30%	12
APRIL	21	12	57.14%	9	42.86%	\$ 818.43	\$ 38.97	\$ 1,001.85	\$ 47.71	\$ 183.42	\$ 8.73	18.31%	10
MARCH	19	16	84.21%	3	15.79%	\$ 489.88	\$ 25.78	\$ 677.12	\$ 35.64	\$ 187.24	\$ 9.85	27.65%	10
FEBRUARY	24	20	83.33%	4	16.67%	\$	\$ 46.14	\$ 1,433.51	\$ 59.73	\$ 326.23	\$ 13.59	22.76%	12
JANUARY	25	20	80.00%	5	20.00%	\$ 756.68	\$ 30.27	\$ 990.03	\$ 39.60	\$ 233.35	\$ 9.33	23.57%	9
2008													
DECEMBER	18	13	72.22%	5	27.78%	\$ 406.29	\$ 22.57	\$ 565.36	\$ 31.41	\$ 159.07	\$ 8.84	28.14%	8
NOVEMBER	14	11	78.57%	3	21.43%	\$ 282.75	\$ 20.20	\$ 388.32	\$ 27.74	\$ 105.57	\$ 7.54	27.19%	8
OCTOBER	1		1100.00%	0	0.00%	\$ 37.45	\$ 37.45	\$ 52.25	\$ 52.25	\$ 14.80	\$ 14.80	28.33%	1

Perquinans County	PLAN TOTAL	% PLAN PRICED	PLAN RETAIL PRICED	RETAIL PRICED	% RETAIL PRICED	MEMBER COST	AVERAGE MEMBER COST	RETAIL UNSUBMITTED PRICE	AVERAGE RETAIL SUBMITTED PRICE	PRICE SAVINGS	% PRICE SAVINGS	PRICE SAVINGS	TOTAL UTILIZERS
TOTALS:	1,408	882	62.64%	526	37.36%	\$ 41,103.46	\$ 29.19	\$ 59,142.63	\$ 42.00	\$ 18,039.17	\$ 12.81	30.50%	603.00

Column Headers from left to right:

1. Total Rx's: This is the total number of Rx's that were adjudicated or attempted to adjudicate through the use of the card (the explanation of the next couple of headers will help explain the necessity of this column).
2. Plan Priced Rx's: Caremark tracks all attempts to use the cards including when the pharmacy offers a lower price than the card can give. This is usually when the pharmacy sells a drug at cost or below cost to create foot traffic for the pharmacy or under a special purchase arrangement. This is the amount of Rx's that the card gave the best price vs. the pharmacy.
3. % Plan Priced Rx's: What percentage of the total attempted Rx's adjudicated via best price with the card.

4. Retail Priced Rxs: How many prescriptions where the pharmacy had a lower price.
5. % Retail Priced Rxs: Percentage of Rxs where the pharmacy had a lower price.
6. Total Drug Cost: All prescriptions totaled together at their card discount prices.
7. Average Drug Cost: Average Drug Cost per Rx at the card discounted price.
8. Retail Submitted Price: What the price would have been if the prescriptions weren't filled with the card.
9. Average Retail Submitted Price: Average Per Prescription price if the card wasn't presented at a discount.
10. Price Savings: Total dollar savings for all Rxs filled with the card.
11. Average Price Savings: Average price savings per prescription.
12. % Price Savings: Percentage price savings per prescription.
13. Total Utilizers: This is the total amount of people who represent the total amount of prescriptions i.e. some people fill multiple prescriptions. This gives you an indication of how many residents you are helping.

As always, if you have questions, don't hesitate to contact me. Thank you for being a member county, borough or parish and participating in this member program.

Andrew Goldschmidt
Director, Membership/Marketing
NACo--National Association of Counties

DEPARTMENT HEAD REPORTS

PERQUIMANS COUNTY
OFFICIAL REPORT

Board of Commissioners
Finance Officer:

Date Dec. 1 2016

I wish to report that during the month July 2016 I received the following funds which were duly deposited in the County's depository on the dates and in the amounts as shown:

DATE	BUILDING PERMITS #	ELECTRICAL PERMITS #	PLUMBING PERMITS #	INSULATION PERMITS #	MECHANICAL PERMITS #	MOBILE HOME #	STATE TAX	MISC	TOTAL DEPOSITED
11/1/2016	\$1,219	2	\$30	1	\$50	1	\$20		\$1,464
11/2/2016									\$0
11/3/2016	\$1,325	2	\$30	1	\$100		\$10		\$1,465
11/4/2016									\$0
11/5/2016									\$0
11/6/2016									\$0
11/7/2016	\$72	1	\$230	3		\$165			\$487
11/8/2016	\$50	1		3	\$50				\$270
11/9/2016									\$0
11/10/2016									\$0
11/11/2016									\$0
11/12/2016									\$0
11/13/2016									\$0
11/14/2016	\$100	2	\$60	2	\$255				\$515
11/15/2016			\$40	1	\$55				\$250
11/16/2016									\$0
11/17/2016									\$0
11/18/2016	\$50	1	\$160	4					\$245
11/19/2016									\$0
11/20/2016									\$0
11/21/2016									\$0
11/22/2016									\$0
11/23/2016									\$0
11/24/2016									\$0
11/25/2016									\$0
11/26/2016									\$0
11/27/2016									\$0
11/28/2016	\$84	1	\$301	2	\$420			\$75	\$880
11/29/2016									\$0
11/30/2016	\$170	5	\$220	2	\$35				\$425
TOTAL	\$3,070	15	\$1,071	16	\$200	4	\$30	\$75	\$6,001

Signed:  Building Inspector

2 NEW SFO.
1 OAMH

expanded cea Report

SUBJ-ADDRESS 100 Sound Side Dr.

ORDINANCE VIOLATED #53 - vehicles

NOTES neighbor purchased and is cleaning / bus and camper gone / weeds cut and house cleaned 11-19-16
 plan logistics with new owner
 heresay-neighbor has contract to buy & will clean
 Ernie & Virgil met with her at site and discussed methods of clean up.
 came in office and said cancer treatment will be over in October
 asked for additional time (through July)
 Ms. Welter called first week in 4/18/2016 and wanted photos sent by email again. She lost first ones
 Welter email = <ladycontracter@yahoo.com> neighbor came in and reported vandalism. Observation by Virgil and Ernie. Email and pics sent to Ms. Welter, who called later to verify receipt and said neighbor will help.

Bus with building materials(unattended), boat, trailer, and camper office visit 1/4/16 from Bobby White @

DISPOSITION file closed

DISPOSITION DATE 11/28/2016

SUBJ-ADDRESS 1546 Ocean Highway - Rt.17

ORDINANCE VIOLATED # 53 and # 50

NOTES Wendell ref. cea15-10-4, 15-11-3, 16-2-9, 16-8-5, 16-11-4
 bought 11/2004 ?? Junk - ?? Nuisance cars and debris
 reopened - tree damage as file # cea 2016-2-9

DISPOSITION Wendell ref. cea15-10-4, 15-11-3, 16-2-9, 16-8-5, 16-11-4

DISPOSITION DATE 11/17/2016

SUBJ-ADDRESS 132 Albemarle Rd.
 ORDINANCE VIOLATED
 NOTES check storm damage- condemn or not
 no response / salvagable structure / resend all letters 10/20/2016
 building value dropped from 27k to 300
 unable to find owner-still looking
 still seeking owner 4/28/16
 Ms. Blount came in to check progress and brought a new tax card,
 identifying owner / new look and pics
 Harvey Point Rd. to 3rd Ave. to Albemarle.
 Alleges = old trailer overgrown & fire Hazzard.
 Doublewide in tall vegetation- see 2 pics

DISPOSITION check storm damage and send letter

DISPOSITION DATE 11/17/2016

SUBJ-ADDRESS 17 S

ORDINANCE VIOLATED none

NOTES Wendell ref. cea15-10-4, 15-11-3, 16-2-9, 16-8-5, 16-11-4
 On 17 South / old house with backhoe, van. And grass
 NON ordinance closed

DISPOSITION Wendell ref. cea15-10-4, 15-11-3, 16-2-9, 16-8-5, 16-11-4
 reopen w/negotiation

DISPOSITION DATE 11/17/2016

SUBJ-ADDRESS 1546 Ocean Highway - Rt.17

ORDINANCE VIOLATED # 53 and # 50

NOTES Wendell ref. cea15-10-4, 15-11-3, 16-2-9, 16-8-5, 16-11-4
 9/24/16 mh showing deter.
 3/10/16 tree has been removed from house. Continue to observe for
 progress.
 bought 11/2004 ?? Junk - ?? Nuisance cars and debris
 reopened - tree damage as file # cea 2016-2-9
 Letter sent 2/8/16

DISPOSITION Wendell ref. cea15-10-4, 15-11-3, 16-2-9, 16-8-5, 16-11-4

DISPOSITION DATE 11/17/2016

SUBJ-ADDRESS 124 Joshua Circle
 ORDINANCE VIOLATED
 NOTES send letter to son and owner r/e titles and weeds
 9/12/16 vin collected / weeds being cut
 8/29/16 contact with owners / willing to release and 2 vehicles tagged for removal
 8/23/16 cleanup under way
 receipt claimed (no date)
 registered return receipt sent
 negative improvements(7-22-16)
 1st class lettwer sent 4/7/16
 to/do follow up pics(4/29/16)
 pics taken / unsightly belongings in yard / check for ord viol.
 DISPOSITION send update letter
 DISPOSITION DATE 11/17/2016

SUBJ-ADDRESS 121 Pine Street
 ORDINANCE VIOLATED n/a
 NOTES Mortgage Contracting services sign in window- lot and d/w cleaned
 some improvement - need more contact
 received response emails / need to locate principal
 DISPOSITION close case
 DISPOSITION DATE 11/15/2016

SUBJ-ADDRESS
 ORDINANCE VIOLATED
 NOTES Wendell ref. cea15-10-4, 15-11-3, 16-2-9, 16-8-5, 16-11-4
 Repetative, Frivolous complainer / seems to be conspiritorial disruption
 Mr. Wendell does not live in North Carolina.
 DISPOSITION Wendell ref. cea15-10-4, 15-11-3, 16-2-9, 16-8-5, 16-11-4
 continue as frivolous complaint and compile evidence
 DISPOSITION DATE 11/17/2016

SUBJ-ADDRESS 180 Hunters Fork Rd.
 ORDINANCE VIOLATED
 NOTES return and photo for record - check for violations and condemn
 EMC call / service danger / power removed
 DISPOSITION return for action
 DISPOSITION DATE 11/17/2016

SUBJ-ADDRESS 174 Sunset Circle
 ORDINANCE VIOLATED vehicles
 NOTES return for pics & investigate
 alledges 2 veh untagged
 pics next trip
 DISPOSITION investigate
 DISPOSITION DATE 11/17/2016

SUBJ-ADDRESS 306 Grubb Street
 ORDINANCE VIOLATED ADA
 NOTES Mr Dixon called 11-17-16@10am wants to meet with Virgil to see what
 to do
 registered letter sent 11-10-16
 DISPOSITION pending action advise Virgil r/e requested meet
 DISPOSITION DATE 11/17/2016

SUBJ-ADDRESS 167 White Oak Ave.
 ORDINANCE VIOLATED
 NOTES reported possibly deceased, vehicle with expired tag 4 years
 DISPOSITION research further
 DISPOSITION DATE 11/15/2016

SUBJ-ADDRESS 1546 Belvidere Rd
 ORDINANCE VIOLATED
 NOTES massive amount of yard clutter
 DISPOSITION send letter and research
 DISPOSITION DATE 11/16/2016

SUBJ-ADDRESS 1546 Ocean Highway (17-N)
 ORDINANCE VIOLATED
 NOTES hurricane damage reduced d/w to solid waste
 Wendell ref. cea15-10-4, 15-11-3, 16-2-9, 16-8-5, 16-11-4
 DISPOSITION Wendell ref. cea15-10-4, 15-11-3, 16-2-9, 16-8-5, 16-11-4
 send letter
 DISPOSITION DATE 11/16/2016

SUBJ-ADDRESS

ORDINANCE VIOLATED

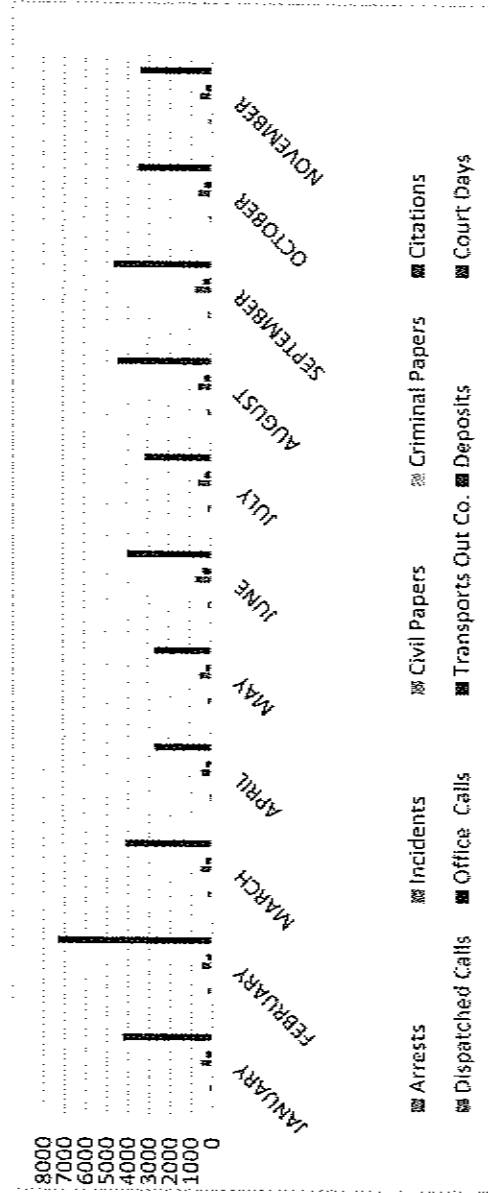
NOTES Grant application in process
AMH grant preparations halted and put on hold, pending financial logistics

DISPOSITION On Hold

DISPOSITION DATE 11/16/2016

Perquimans County Sheriff's Office -- November 2016 Activity Report

	Arrests		Incidents		Civil		Criminal Citations		Dispatched		Office		Transports		Deposits		Court	
			Papers		Papers		Papers	Calls	Calls	Calls	Out Co.	Calls	Out Co.			Days		
JANUARY	21	20	135	32	12	509	255	5	\$4,243.06	9								
FEBRUARY	37	18	184	38	6	460	230	5	\$7,262.00	7								
MARCH	24	18	199	28	5	510	255	3	\$4,060.00	7								
APRIL	21	17	108	18	15	482	241	2	\$2,675.00	10								
MAY	34	26	173	20	12	569	285	3	\$2,697.50	8								
JUNE	20	36	159	19	18	772	386	5	\$3,981.50	7								
JULY	21	25	176	20	11	605	303	6	\$3,125.31	10								
AUGUST	22	23	215	22	12	641	321	3	\$4,434.31	9								
SEPTEMBER	19	24	170	33	5	787	394	4	\$4,609.83	9								
OCTOBER	30	27	117	12	9	615	308	6	\$3,490.31	5								
NOVEMBER	20	12	151	22	17	552	276	6	\$3,344.73	8								



COMMITTEE REPORTS

**PERQUIMANS COUNTY EMERGENCY SERVICES**

P.O. Box 563 - 159 Creek Drive - Hertford, NC 27944

(252) 426-5646 Phone - (252) 426-3306 Fax

EMS Peer Review Committee

Meeting Minutes – October 27, 2016 – 5:30 pm

Those attending: Dr. Samantha Furia, Rob Glover, Jonathan Nixon, Todd Tilley, Ed Muzzulin, Marie Cuthrell, Dale Hunter, Sam Mickey, Mark Symons, and Krystal Agosto

NOTE: See attached sign in roster

The meeting was called to order by Todd Tilley at 5:30 pm.

The minutes from the July 28, 2016 meeting were approved.

The following reports were made:

Dr Samantha Furia – Medical Director – Reported that they are working on clarifying stroke care from EMS, appears to be a fluid process that varies based on who the providers are. Working to make it a more fixed procedure. Recommend calling in stroke alerts any time that it is thought to be a stroke alert and follow verbal direction of the ER staff, it may vary from patient to patient but working to make it as consistent as possible.

Ed Muzzulin – County Commissioner – No Report

Frank Heath – County Manager – Absent

Mark Symons – Rescue Squad Chief – Reported that they have been doing a lot of community service work and stand-bys.

Jim Grosjean – Training Officer/Shift Supervisor – Absent/Sick

Krystal Agosto-Training Officer/Shift Supervisor – Reported on upcoming EMD classes that are scheduled for the first week in November and the last week in November. The goal is to go live with EMD January 1, 2017 with a more likely date being February 1, 2017. One telecommunicator is scheduled to go to Sheriff Standards Telecommunicator Training and one telecommunicator scheduled for NC DCI training. In-Service training for 2016 is also complete, thanks to the assistance of Deputy Preston Ward with Perquimans Co. Sheriff's Office.

Dale Hunter – EMS Safety Officer/Shift Supervisor – No report

Sam Mickey – EMS Education Coordinator – Reported via e-mail. There are a few Basic EMT classes lined up; one in Pasquotank starting on November 14th, one starting in Dare County on November 16th, and another in Gates County starting on January 3rd. EMS Transition Courses should go online early January 17 and will run by semester. If student does not complete before semester ends, then they must start from the beginning again. COA plans on offering a EMS response to active shooter course A and B during the weekend of the Fire Academy at COA in February. Currently still working the details with more information to be released in December or January. New year for Con Ed is approaching and will need the agency schedule for the 2017 year. He also reported that he had just returned from an OEMS Regional Education Meeting in Rocky Mount and the position that he held in a temporary status for 4.5 years has finally been filled. Jim Wilson out of the Piedmont Region will be here November 14th to fill the position on a permanent basis. There are also major changes coming in regards to education with some going into effect as soon as January 1, 2017, he will be in the process of gathering all of the changes to go over with administrators and chiefs in the next few months.

Ashley Stoop – District Health Department Representative - Absent

Toni Cartwright – Sentara Albemarle Medical Center Representative/Liaison – Absent, report via email. The YTD – SAMC Customer Service Score (ED) is 57.5% out of the goal 58%. They will be going live with the digital EKG system (Philips IECG) on November 15th. Email addresses will change to a Sentara e-mail on November 7th. Radio communication is now in use, the ED staff is now on an 800 Mhz radio system. Point of Care (POC) Clinitec machines have arrived. The machines will provide us with urine pregnancy results and urinalysis results. A go-live date is November 15th. The machines will download results into the charts. Studer training is scheduled for October 28th. All ED employees will attend training. The Studer Group is a healthcare organization that helps achieve and sustain exceptional improvement in clinical outcomes. Trialing the pivot nurse/super-fast track process. Level 4's and 5's are seen, these patients are seen, treated and discharged by a team that includes a nurse, tech and a PA or NP from the second triage room. This includes patients that require very little treatment. The ED has now developed a practice council that allows everyone to have a voice in decisions that are made. Education on selected topics will be offered monthly. Triage classes were held to help staff properly assign ESI Levels on patients and to use standardized processes to treat patients. Weekly newsletters have been initiated by the nurse manager to provide updates for employees.

Kaili Nixon – Vidant Chowan Hospital – Absent. QA report provided to EMS staff after the meeting and reviewed with no major concerns to address.

Quality Assurance – 4th quarter topics will be Not available/Not applicable/Unknown Problem(s)

NCOEMS Representative – Federal funding that was used for 800 Mhz system has been depleted, the program, as far as funding has been discontinued. If any additions are going to be made to the fleet the prices of radios need to be included. In 2015 the state started going to the P25 series and that required a lot of re-programming. EM Today was very successful, over 1,000 people. In June 2016, the Supreme Court ruled on Birchfield v. North Dakota, in regards to blood draws for DUIs. NC General Statute is in conflict of that ruling, however nothing will change as of right now. The general statute is being supported as is until NC legislature updates and is anticipated to go before a board. (No change for Perquimans EMS as we currently do not administer blood draws for NCHP). Administrative code has had some updates and revisions, the first form of those has been gone through and will be put into effect in November. Public comment will be open through mid-November and public hearing will be November 1st. A lot of terminology has been changed to meet National Registry changes. Advanced-EMT with new title change will go into effect January 1, 2017. The new changes are now: Medical Responder, EMT v. EMT-Basic, Advanced EMT v. EMT-Intermediate, Paramedic v. EMT-Paramedic, & EMD; there will be transition course held through COA. Computer based testing is in the process and it will probably be in effect towards mid to late 2017. There are now two vehicle inspections sheets, some of the information regarding pediatrics has become optional. EMS Strike Teams were heavily used during this last hurricane in Lumberton, Kinston, and Bladen. A Strike Team is normally consists of 3-5 ambulances and a supervisor. There is a possibility that the medical bus in Currituck may begin traveling from county to county for training.

Emergency Services Director – Jonathan Nixon made the following report:

Emergency Management

- An Emergency Rescue Diver class was held at the Crawfish Shack on September 23-25. Great attendance!
- Working on a repurposed ambulance to pull the boats and have purchased a used 16' Carolina Skiff for use in shallow water. The Water Rescue team used this boat twice during the aftermath of Hurricane Matthew to assist county residents.
- We have been quite busy with the preplanning, response and now recovery surrounding Hurricane Matthew. Our county has been declared for Public Assistance in two of the seven categories and meetings on reimbursement start November 4th. With regards to Individual Assistance, we have completed preliminary local damage assessment, state damage assessment and FEMA damage assessment and are still awaiting a decision.
- 1st Responders have been invited to participate in the Town of Winfall Christmas Parade and the Perquimans County Chamber of Commerce Christmas Parade. Both are on Saturday, December 3rd starting at 11am at PCMS and 2pm at PCHS.

EMS

- The new EMS Unit 165 is in service!
- The 2 new Lucas CPR Chest Compression Devices are in service!
- The application period for Part-Time Fill-In EMT and EMT-I positions recently closed. We had a total of 23 applicants and hope to schedule interviews soon.
- Received 4 proposals for EMS Billing. The staff committee has reviewed the proposals and invited 2 firms to come for a presentation with question/answer session. Heard from one firm yesterday and the second next week. The plan is to make a recommendation to the commissioners at the November 7th BCC Meeting.
- Currently our Billing Clerk and one of our two Shift Supervisors is out on medical leave so we may be a bit slow on responding to administrative requests. We also do not have staffing for a third ambulance during business hours, at this time.

911 Communications

STAFFING

- Currently advertising for Part-Time Fill-In Positions

TRAINING

- Staff meeting was held on Wednesday, August 3rd
- Supervisors attended in-hours CAD training
- CPR & Sheriff Standard's in-service Training Complete thanks to assistance from EMS and the Sheriff's Office
- 1 TC Scheduled for NC Dept of Justice Training
- 1 TC Scheduled for NC DCI Training
- EMD Training Scheduled November 2016

EQUIPMENT

- Tower Site continues to be visited monthly
- Generator repair at Winfall Tower
- New UPS at Rayburn Lane (TAC 4)
- New lighting controller for the Winfall Tower is being installed

ISSUES

Fielded the following operational complaints through July 2016:

• Law Enforcement	1
• Fire	2
• EMS	1
• Citizens	0
• Mapping	1
• 911 Dept. Review	4

Old Business

- EMS Diversion Plan is still on hold
- EMS System Plan Revisions is on hold.

New Business

- 3rd Quarter Chute Times were reviewed and analyzed

Perquimans EMS 2016 3rd Quarter Chute Times

42557639	20161399	9/14/2016 0:57	161	5
41392809	20161031	7/13/2016 2:45	162	5
41350581	20160998	7/10/2016 2:14	161	5.6
42511424	20161176	8/7/2016 16:59	164	5.82
41733755	20161168	8/6/2016 3:22	162	6
41628306	20161087	7/22/2016 3:59	161	6

462		3rd Quarter Total Patient Care Reports
0	0.00%	Calls over 10 minute chute time
6	1.30%	Calls over 5 minute chute time

3rd Quarter Average Chute Time 1.67 minutes

426		2nd Quarter Total Patient Care Reports
5	1.17%	Calls over 10 minute chute time
13	3.05%	Calls over 5 minute chute time

2nd Quarter Average Chute Time 1.90 minutes

397		1st Quarter Total Patient Care Reports
1	0.25%	Calls over 10 minute chute time
21	5.29%	Calls over 5 minute chute time

1st Quarter Average Chute Time 2.11 minutes

- 3rd Quarter Mutual Aid Requests were reviewed
 - Chowan EMS 7
 - Gates EMS 0
 - Pasq./Camden EMS 4
 - East Care 0
 - Nightingale 2
 - TOTAL 13
- Social Media Policy
 - Approved pending legal guidance/approval.

- EMD
 - The current funding is only for the card sets, part of the funding reconsideration that we won't hear back from until December is the software. The goal is to have the software to marry with the card sets before we go live.
 - Target date to go live is January 1, 2017, more likely February 1, 2017 (within the 1st quarter of 2017)
 - Major goal is that all calls are taking in a consistent manner and streamline call taking.

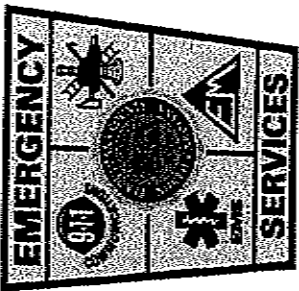
Additional Comments / Concerns

- Changes to spinal immobilization were questioned. It is now recommended that the backboard is only used to transfer the patient but not used during transport. It should only be used during transport if there is an indication for its use. Patient should still be stabilized with C-collar. There is a state protocol that relaxes the use of backboards.

Upcoming Meeting Schedule – January 26, 2017, April 27, 2017, July 27, 2017 and October 26, 2017 all starting at 5:30 pm.

Adjournment – There being no further business a motion to dismiss was made and passed at 6:36 pm, until the next appointed meeting which is scheduled for January 26, 2017 at 5:30 pm.

Respectfully Submitted by Jonathan Nixon, Emergency Services Director.



PERQUIMANS COUNTY EMERGENCY SERVICES

P.O. Box 563 - Hertford, NC 27944
 159 Creek Drive
 (252) 426-5646



EMS Peer Review Committee

Meeting Date _____

Position	Member	Signature	Phone
Medical Director	Dr. Samantha Furia	<i>[Signature]</i>	215-264-1059
Physician representing Albemarle Hospital	Dr. Samantha Furia	<i>[Signature]</i>	215-264-1059
Physician representing Chowan Hospital	Dr. Joe Tripp	<i>[Signature]</i>	252-333-5100
County Emergency Services Director	Jonathan Nixon	<i>[Signature]</i>	252-331-9817
EMS - Rescue Squad Chief	Mark Symons	<i>[Signature]</i>	252-333-6173
EMS Nurse Liaison	Toni Cartwright	<i>[Signature]</i>	252-312-4243
EMS Education Coordinator	Sammy Mickey	<i>[Signature]</i>	252-333-4346
EMS Training Officer (Secretary)	Jim Grosjean	<i>[Signature]</i>	252-312-5396
EMS Safety Officer	Dale Hunter	<i>[Signature]</i>	252-331-3758
Emergency Dept. Rep.-Albemarle Hospital	Toni Cartwright	<i>[Signature]</i>	252-312-4243
Emergency Dept. Rep.-Chowan Hospital	Kaifi Nixon	<i>[Signature]</i>	252-333-6024
County Representative	Marie Cuthrell	<i>[Signature]</i>	252-339-9524
County Representative	Todd Tilley	<i>[Signature]</i>	252-331-3787
County Representative	Sheila Winslow	<i>[Signature]</i>	252-312-5396
911 Communications Training Officer	Krystal Agosto	<i>[Signature]</i>	252-331-3697
Health Department Representative	Ashley Stoop	<i>[Signature]</i>	252-312-4852
County Commissioner	Edward Muzzulin	<i>[Signature]</i>	252-340-9860
County Gov. Official-County Manager	Frank Heath	<i>[Signature]</i>	252-337-5013

As Needed (Ad Hoc) Members

County Gov. Official-Chairman, Commissioners
 State NC OEMS Representative
 Hospital Representatives (each hospital)

* Janice Cole
 * Rob Colver
 *

denotes non-voting member
 dated April 2016



PERQUIMANS COUNTY EMERGENCY SERVICES

P.O. Box 563 - 159 Creek Drive - Hertford, NC 27944

(252) 426-5646 Phone - (252) 426-3306 Fax

911 Communications Board Meeting

Thursday, October 27, 2016– 7:00 P.M. - Perquimans Emergency Services Building

MINUTES

Welcome – Provided by Jonathan Nixon followed by the blessing by Jarvis Winslow at 7pm

Minutes from July 28, 2016 Meeting –via email.

Reports:

911 Center – Jonathan Nixon provided the following report:

STAFFING

- Advertising Part-time Fill-In TCs

TRAINING

- All Staff - Southern Software, onsite – CAD & Map training for all staff
- Supervisors attended in-house CAD training
-

EQUIPMENT

- Tower site continues to be visited monthly
- Generator repair at Winfall Tower
- New UPS at Rayburn Lane (TAC 4)

PROJECTS

- Backup 911 Center
 - MOU between Chowan & Perquimans will be adjusted to reflect a 5-year agreement
 - Plan approved by the State 911 Board
 - Extension granted through June 30, 2017
 - Grant application approved at \$176, 206
 - Funding Reconsideration at \$456,550 pending a December vote by the State 911 Board

ISSUES

- Fielded the following operational complaints through April 25, 2016:

▪ Law Enforcement	1
▪ Fire	2
▪ EMS	1
▪ Citizens	0
▪ Mapping	1
▪ 911	4

GIS Mapping- Absent. (Tower sites added as Landmarks in CAD)

Law Enforcement

- ❖ Sheriff's Office-Absent.
- ❖ Hertford PD- 3 new vehicles, 2 Ford Explorers and 1 Ford Fusion. They are being outfitted and will be ready soon.
- ❖ Winfall PD- Absent.

Volunteer Rescue Squad

- Mark Symons-No report.

Fire Departments

- Chief's Association
 - Asst. Chief Michael Cartwright dealing with the storm, discussed the role of the FD in the EOC, discuss before next storm season. Communications Plan- what Channels will be used. Would like it put in the next fiscal budget to get all channels working.
 - Roads were being blocked during the storm, better communication between 911 and FD.
 - FD response did not change due to the storm. There is certain life safety equipment on the trucks that can be utilized.
 - Need to know which channel (TAC) they will be on – 911 should assign.
 - Bethel Fire Dept – Engine out of service at the moment, contact has been made with Winfall, Hertford, and Perquimans 911 to let them know of same.
 - Belvidere Fire Dept – Absent.
 - Durants Neck Fire Dept -Absent.
 - Hertford Fire Dept - No report.
 - Inter-County Fire Dept – 50th Anniversary on Saturday, November 5th, 3p-6p. Extrication Demo, Barbeque, Land Helo, etc.
 - Winfall Fire Dept – Fire call (woods fire) at the racetrack only Hertford was paged out. Hertford paged twice and Winfall was never paged out. They will be hosting Trunk or Treat at the department.
 - NC Forestry
 - 2 handheld 800 radios have been programmed since the last meeting
 - Robert Lacey accepted a permanent position as the Assistant County Ranger
 - Hiring another temporary employee (smoke chaser)
 - Fully staffed in Pasquotank and Perquimans for the first time in 3 years
 - Air quality calls, yellow pamphlets for FD in regards to land clearing and illegal burning.
- ❖ Town of Hertford- Absent.
 - ❖ Town of Winfall- Absent.
 - ❖ County Commissioner- Absent.
 - ❖ County Manager- Absent.

❖ Emergency Services Director – Jonathan Nixon provided the following report:

◆ **Emergency Management**

- ◆ 10 Water Rescue members have completed an open water dive class.
- ◆ Possible Emergency Rescue Diver class this summer.
- ◆ The Chowan/Perquimans LEPC hosted a HazMat IQ Training on Saturday, April 23, 2016.
- ◆ There will be a live HazMat Decon Exercise hosted by Belvidere Fire Dept & Center Hill Fire Dept on Tuesday, July 26, 2016.
- ◆ EM Elected Officials Conference was held on March 21, 2016 with the County Commissioners. The Town of Hertford was represented at the conference.
- ◆ Damage Assessment Class was held for County Officials and the Albemarle CERT on March 17, 2016.
- ◆ Emergency Management and EMS participated in the ARHS Ebola Exercise hosted at the Coast Guard Base on April 20, 2016. Emergency Management also served on the planning committee for this exercise.
- ◆ Evacuation Drill is scheduled with Brian Center for May 19, 2016 at 6:30pm. Helping with the planning included Perquimans Rescue Squad, Hertford Fire Dept., Hertford Police Dept, EMS and Emergency Management.

EMS

- Staff Changes – added 5 new part-time staff members (EMT-Ps)
- Our IT Contractor evaluated 3 proposals for tablets for MDT (Mobil Data Terminals) in the ambulances, we have moved forward with the purchase and installation of GETAC F100 Tablets with keyboards in the 5 ambulances.
 - This first step will provide access to the Patient Care Reporting Software.
 - The second step will be access to the 911 Communications via CAD.
 - EMS has signed an MOU with the BOE regarding their new EMT Program and awaiting the BOEs final approval.
- We recently renewed our NC OEMS System License and Agency License.
- On March 29, 2016 EMS and Emergency Management visited the Desert Wind Farm project.
- The regional EMS Directors were invited to meet with SAMC Admin staff. Very good discussions about our partnership.

Old Business:

- Fire Hydrant Mapping – still in progress.
- County Wide IC SOG – subcommittee has met once.
- Additional ERGs are available for any agency that needs them. – Please take tonight.

New Business:

- * Civil Unrest Training on November 4th
- * ICVFD 50th Anniversary on November 5th
- * Communication Plan for Dec 3rd Parades – Jonathan Nixon distributed and discussed the communications plan for the Dec 3rd parades. There were no questions or concerns voiced.

- * Evaluation of the Perquimans Co. 911 Comm. System by Jim McKeever with Global Communication Systems, LLC
 - Conduct existing 800Mhz infrastructure coverage analysis
 - Develop and conduct user group interviews and surveys to determine existing “dead” and weak communications areas
 - Determine practicality of using the 800Mhz system as a sole (back-up) system in the event of NC State VIPER system unavailability, failure or outage
 - Jim McKeever will be visiting each agency to hear from them any radio concerns.
- * Host for January 26, 2017 Meeting – Belvidere VFD
- * Additional Comments/Concerns
 - NCOEMS protocol for the use of backboards has changed drastically. Unless there is an obvious sign that a backboard is needed, it should be used only as a tool to move the patients.
 - A brief demonstration of the Lucas device was provided by EMS Staff.

Meeting Schedule: January 27, 2017, April 27, 2017, July 27, 2017, October 26, 2017

Adjournment

Respectfully Submitted –Krystal Agosto, Shift Supervisor & Jonathan Nixon, Emergency Services Director

INCIDENT RADIO COMMUNICATIONS PLAN			1. Incident Name	2. Date/Time Prepared	3. Operational Period Date/Time
			2016 Christmas Parades	October 2016	12/3/2016 1000-1600
4. BASIC RADIO CHANNEL UTILIZATION					
Radio Type/Cache	Channel	Function	Frequency/Tone	Assignment	Remarks
VHF/800 Mhz Patch	TAC 800/VHF TAC 1	Parade Operations		Parade Ops	Communications among Parade Operations (and between Parade Ops and 911) will be conducted on 800 Mhz/VHF patch
800 Mhz	Law 800	Patrol Units		Perq. Co. SO / HPD / WPD	Communications between regular patrol units and 911 will be conducted on 800 Mhz -- Law 800
VHF	EMS Main	EMS		EMS Units in Rotation	Communications between EMS units responding to emergency calls and 911 will be conducted on VHF-EMS Main
VHF	Fire Main, TAC 2, TAC 3 or TAC 4	FIRE		Fire Dept	Communications between Fire Dept personnel responding to emergency calls and 911 will be conducted on VHF -- Fire Main, TAC 2, TAC 3 or TAC 4
800 Mhz	EM 800	Emergency Management		Emergency Management	Communications between Emergency Management and 911 will be conducted on EM 800
5. Prepared By (Communications Unit) Jonathan A. Nixon, Emergency Services Director					

PERQUIMANS 911 COMMUNICATIONS BOARD MEETING

DATE: 10-27-16 TIME: 7PM

<u>Name</u>	<u>Agency</u>	<u>Cell Phone</u>	<u>Email</u>
Jeanathan Nixon	Perq Emergency Services	331-9817	jnixon@perquimansnc.gov
Anthony Johnson	Perq 911 communications	562-4720	ajohnson@perquimansnc.gov
Bobby Swayne	Intra-County VFD	339-3517	
Todd Wally	HEATFORD FD	331-3787	
DALE HUNTER	Perq EMS	331-3758	
Jarvis Winstlaw	Perq EM	455-8118	jwinstlaw@perquimansnc.gov
Thom Roca	WVFD	339-6611	
ROBB DAVIS	NCFS	548-4730	Robb.Davis@ncagr.gov
Mark B. Symons	Rescue	333-6173	
Michael Cartwright	ICVFD	312-9504	
CRAIG TRUEBLOOD	Winfall VFD	333-9606	
THOMAS ROBER	WVFD	333-9606	
Jim McKEEVER	GCS	340-5661	JPMCKEEVER@YAHOO.COM
Tom Poutie	EM	860-490-0916	TPoutie@perquimansnc.gov
Art Webb	HPO	910-890-0754	A.Webb.had@gmail.com
Krystal Agosto	Perq 911	340-4676	Kagosta@perquimansnc.gov