

# Bertie County Board of Commissioners



June 2, 2014

**BERTIE COUNTY BOARD OF COMMISSIONERS**

**June 2, 2014**

**Meeting Agenda**

*This agenda is only a tentative schedule of matters the Commissioners may address at their meeting and all items found on it may be deleted, amended or deferred. The Commissioners may also, in their absolute discretion, consider matters not shown on this agenda.*

**(A)**

**\*\*\* APPOINTMENTS \*\*\***

- 10:00-10:05** Invocation and Pledge of Allegiance by Commissioner Wesson
- 10:05-10:25** Public Comments
- 10:25-10:35** Convene as Board of Equalization and Review
- 10:35-10:50** JCPC Continuum Plan presentation by JCPC Chair Laree Cherry (A-1)
- 10:50-11:05** Black Rock water line construction update by McDavid & Associates
- 11:05-11:20** Scattered Site Housing bid awards and related Resolution by McDavid & Associates (A-2)

**Board Appointments (B)**

1. ABC Board (B-1)
2. Nursing Home/CAC Board (B-2)
3. Choanoke Public Transportation Authority Board (B-3)
4. FYI – Planning Board (B-4)

**Consent Agenda (C)**

1. Approve minutes for Regular Session 5-19-14 (C-1)
2. Accept Tax Department Error Ledger – May 2014 (C-2)
3. Approve Budget Amendment #14-05 (C-3)

**\*\*\*OTHER ITEMS\*\*\***

**Discussion Agenda (D)**

1. Mid-East Commission Area Agency on Aging Director, Ms. Annette Eubanks, will present Home and Community Block Grant initiative to establish a Block Grant Advisory Committee (D-1)
2. South Windsor Water Association – Mr. Jeff Best will review recent financial procedures as agreed to in March 2014
3. Discuss proposed consolidation of four water districts and creating a single water utility fund, and review the Resolution adopting an agreement between Bertie County and the County Water Districts (D-2)
4. Community Meeting locations – July 2014
5. National Association of Counties (NACO) 79<sup>th</sup> Annual Conference – July 2014 and related voting credentials (D-3)

**Commissioners' Reports (E)**

**County Manager's Reports (F)**

1. Presentation of the proposed FY 2014-2015 budget plan

**County Attorney's Reports (G)**

1. Consider ground lease for solar project and related issues
2. South Windsor water transitional issues and proposed documents

**Public Comments Continued**

**Closed Session**

Pursuant to N.C.G.S. § 143-318.11(a)(3) to go into closed session to consult with the County Attorney in order to preserve the attorney-client privilege that exists between the attorney and this public body.

Pursuant to N.C.G.S. § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of employment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

Pursuant to N.C.G.S. § 143-318.11(a)(4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.

**Adjourn**

Bertie County

NC Department of Public Safety - JCPC - County Funding Allocation

Available Funds: \$90,451 Local Match: \$9,020 Rate: 10%

| #  | Program Provider                | JCPC Funds | LOCAL FUNDING |                  |               | OTHER         | OTHER | TOTAL    |
|----|---------------------------------|------------|---------------|------------------|---------------|---------------|-------|----------|
|    |                                 |            | County Cash   | Other Local Cash | Local In-Kind | State/Federal | Funds |          |
| 1  | MHFC Vocational and Educational | \$ 35,000  | \$ 3,500      |                  |               |               |       | \$38,500 |
| 2  | Children Matters                | \$ 27,180  | \$ 2,718      | \$ 302           |               |               |       | \$30,200 |
| 3  | Project Challenge               | \$ 25,000  | \$ 2,500      |                  |               |               |       | \$27,500 |
| 4  | JCPC Administration             | \$ 3,271   |               |                  |               |               |       | \$3,271  |
| 5  |                                 |            |               |                  |               |               |       | \$0      |
| 6  |                                 |            |               |                  |               |               |       | \$0      |
| 7  |                                 |            |               |                  |               |               |       | \$0      |
| 8  |                                 |            |               |                  |               |               |       | \$0      |
| 9  |                                 |            |               |                  |               |               |       | \$0      |
| 10 |                                 |            |               |                  |               |               |       | \$0      |
| 11 |                                 |            |               |                  |               |               |       | \$0      |
| 12 |                                 |            |               |                  |               |               |       | \$0      |
| 13 |                                 |            |               |                  |               |               |       | \$0      |
| 14 |                                 |            |               |                  |               |               |       | \$0      |
| 15 |                                 |            |               |                  |               |               |       | \$0      |
| 16 |                                 |            |               |                  |               |               |       | \$0      |
| 17 |                                 |            |               |                  |               |               |       | \$0      |
| 18 |                                 |            |               |                  |               |               |       | \$0      |
|    | <b>TOTALS:</b>                  | \$90,451   | \$8,718       | \$302            | \$0           | \$0           | \$0   | \$99,471 |

Unallocated JCPC Funds: \$0

The funding allocations as listed above were derived through Bertie County Juvenile Crime Prevention Council's planning process and represent the county's plan for use of these funds in Fiscal Year 2014 - 2015.

*Larrea S. Cherry* - 5-27-14  
 Chairperson, Juvenile Crime Prevention Council Date

\_\_\_\_\_  
 Chairperson, Board of County Commissioners Date

## Bertie County

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| 7              |                                 |            |               |                  |               |               |       | \$0      |
| 8              |                                 |            |               |                  |               |               |       | \$0      |
| 9              |                                 |            |               |                  |               |               |       | \$0      |
| 10             |                                 |            |               |                  |               |               |       | \$0      |
| 11             |                                 |            |               |                  |               |               |       | \$0      |
| 12             |                                 |            |               |                  |               |               |       | \$0      |
| 13             |                                 |            |               |                  |               |               |       | \$0      |
| 14             |                                 |            |               |                  |               |               |       | \$0      |
| 15             |                                 |            |               |                  |               |               |       | \$0      |
| 16             |                                 |            |               |                  |               |               |       | \$0      |
| 17             |                                 |            |               |                  |               |               |       | \$0      |
| 18             |                                 |            |               |                  |               |               |       | \$0      |
| <b>TOTALS:</b> |                                 | \$90,451   | \$8,718       | \$302            | \$0           | \$0           | \$0   | \$99,471 |

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*Luzma S. Cherry*  
 Chairperson, Juvenile Crime Prevention Council

5-27-14  
 Date

\_\_\_\_\_  
 Chairperson, Board of County Commissioners

\_\_\_\_\_  
 Date



## Bertie County

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*Larnee S. Cherry*  
 Chairperson, Juvenile Crime Prevention Council

5-27-14  
 Date

\_\_\_\_\_  
 Chairperson, Board of County Commissioners

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 Date

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5-29-14  
 Chairperson, Juvenile Crime Prevention Council                      Date

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 Chairperson, Board of County Commissioners                      Date

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 Chairperson, Juvenile Crime Prevention Council                      Date

\_\_\_\_\_  
 Chairperson, Board of County Commissioners                      Date



**NC Department of Public Safety  
Juvenile Crime Prevention Council Certification**

Fiscal Year: 2014 -2015

|                              |                        |
|------------------------------|------------------------|
| County: <b>Bertie County</b> | Date: <b>5-10-2014</b> |
|------------------------------|------------------------|

**CERTIFICATION STANDARDS**

**STANDARD #1 - Membership**

- |   |     |
|---|-----|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners?                              | Yes |
| B. Is the membership list attached?   | Yes |
| C. Are members appointed for two year terms and are those terms staggered?  | Yes |
| D. Is membership reflective of social-economic and racial diversity of the community?   | Yes |
| E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? | Yes |
| If not, which positions are vacant and why?   |     |

**STANDARD #2 - Organization**

- |  |     |
|--|-----|
| A. Does the JCPC have written Bylaws?  | Yes |
| B. Bylaws are <input checked="" type="checkbox"/> attached or <input type="checkbox"/> on file (Select one.)   |     |
| C. Bylaws contain Conflict of Interest section per JCPC policy and procedure.  | Yes |
| D. Does the JCPC have written policies and procedures for funding and review?  | Yes |
| E. These policies and procedures <input type="checkbox"/> attached or <input type="checkbox"/> on file. (Select one.)  |     |
| F. Does the JCPC have officers and are they elected annually?  | Yes |
| JCPC has: <input checked="" type="checkbox"/> Chair; <input checked="" type="checkbox"/> Vice-Chair; <input checked="" type="checkbox"/> Secretary; <input checked="" type="checkbox"/> Treasurer. |     |

**STANDARD #3 - Meetings**

- |  |     |
|--|-----|
| A. JCPC meetings are considered open and public notice of meetings is provided.  | Yes |
| B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? | Yes |
| C. Does the JCPC meet bi-monthly at a minimum?   | Yes |
| D. Are minutes taken at all official meetings?   | Yes |
| E. Are minutes distributed prior to or during subsequent meetings?   | Yes |

**STANDARD #4 - Planning**

- |   |     |
|---|-----|
| A. Does the JCPC conduct an annual planning process which includes a needs assessment, monitoring of programs and funding allocation process? | Yes |
| B. Is this Annual Plan presented to the Board of County Commissioners and to DPS?   | Yes |
| C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval?  | Yes |

**Juvenile Crime Prevention Council Certification (cont'd)**

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**STANDARD #5 - Public Awareness**

- A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? ( RFP, distribution list, and article attached) Yes
- 
- B. Does the JCPC complete an annual needs assessment and make that information available to agencies which serve children or their families, and to interested community members? Yes
- 

**STANDARD #6 – No Overdue Tax Debt**

- A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? Yes
- 

Briefly outline the plan for correcting any areas of standards non-compliance.

N/A

---

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to \$15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. *Form JCPC/ OP 002 (b) JCPC Certification Budget Pages* detailing the expenditure budget must be attached to this certification.  
 The JCPC Certification must be received by June 30, 2014.

**JCPC Administrative Funds  
SOURCES OF REVENUE**

|  |                    |
|--|--------------------|
| <b>DPS JCPC</b>  |                    |
| Only list requested funds for<br>JCPC Administrative Budget. | _____ \$3271 _____ |
| <b>Local</b>   | _____              |
| <b>Other</b>   | _____              |
| <b>Total</b>   | _____ \$3271 _____ |

*Lance S. Cherry* 5-27-14  
 \_\_\_\_\_  
 JCPC Chairperson Date

\_\_\_\_\_  
 Chairman, Board of County Commissioners Date

\_\_\_\_\_  
 DPS Designated Official Date

## Juvenile Crime Prevention Council Certification (cont'd)

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

| County   | Bertie County     |                              | FY:                                 | 2014-2015 |        |
|--|-------------------|------------------------------|-------------------------------------|-----------|--------|
| Specified Members (G.S. 147-33.61)   | Name              | Title                        | Designee                            | Race      | Gender |
| 1) School Superintendent or designee   | Karen Rodman      | Director of Student Services | <input checked="" type="checkbox"/> | W         | F      |
| 2) Chief of Police   | Todd Lane         | Chief                        | <input type="checkbox"/>            | W         | M      |
| 3) Local Sheriff or designee   | John Holley       | Sheriff                      | <input type="checkbox"/>            | B         | M      |
| 4) District Attorney or designee   | Valerie Asbell    | Dist. Attorney               | <input type="checkbox"/>            | W         | F      |
| 5) Chief Court Counselor or designee   | Clarence High     | Chief Court Counselor        | <input type="checkbox"/>            | B         | M      |
| 6) Director, AMH/DD/SA, or designee  | Hope Eley         | System of Care Coordinator   | <input checked="" type="checkbox"/> | B         | F      |
| 7) Director DSS or designee  | Linda Speller     | Director                     | <input type="checkbox"/>            | B         | F      |
| 8) County Manager or designee  | John Whitehurst   | Interim County Manager       | <input type="checkbox"/>            | W         | M      |
| 9) Substance Abuse Professional  | Diane Taylor      | SAP Coordinator              | <input type="checkbox"/>            | B         | F      |
| 10) Member of Faith Community  | Elder Gary Cordon | Minister                     | <input type="checkbox"/>            | B         | M      |
| 11) County Commissioner  | Charles Smith     | County Commissioner          | <input type="checkbox"/>            | B         | M      |
| 12) Two Persons under age 18<br>(State Youth Council Representative, if available) | Aaron Belch       | Student                      | <input type="checkbox"/>            | W         | M      |
|  | Andrew Ryan       | Student                      | <input type="checkbox"/>            | B         | M      |
| 13) Juvenile Defense Attorney  | Marion Watts      | Attorney                     | <input type="checkbox"/>            | W         | F      |
| 14) Chief District Judge or designee   | W. Rob Lewis II   | Chief District Court Judge   | <input type="checkbox"/>            | B         | M      |
| 15) Member of Business Community   | Louis Dameron     | CEO Uprising Homes, Inc      | <input type="checkbox"/>            | B         | M      |
| 16) Local Health Director or designee  | JoAnn Jordan      | Nursing Supervisor           | <input checked="" type="checkbox"/> | W         | F      |
| 17) Rep. United Way/other non-profit   | Josh White        | YMCA Director                | <input type="checkbox"/>            | W         | M      |
| 18) Representative/Parks and Rec.  | Donna Mizzelle    | Director                     | <input type="checkbox"/>            | W         | F      |
| 19) County Commissioner appointee  | Larree Cherry     | Retired                      | <input type="checkbox"/>            | B         | F      |
| 20) County Commissioner appointee  | William Ledford   | Asst Principal               | <input type="checkbox"/>            | W         | M      |
| 21) County Commissioner appointee  | Lisa Mizzelle     | Court Counselor              | <input type="checkbox"/>            | W         | F      |
| 22) County Commissioner appointee  | Belinda Belch     | Cooperative Ext              | <input type="checkbox"/>            | W         | F      |

**Juvenile Crime Prevention Council Certification (cont'd)**

|  |                            |                    |                                     |              |              |
|--|----------------------------|--------------------|-------------------------------------|--------------|--------------|
| <del>23) County Commissioner appointee</del> | <del>James Heckstaff</del> | <del>Retired</del> | <del><input type="checkbox"/></del> | <del>B</del> | <del>M</del> |
| 24) County Commissioner appointee            | Anne Mitchell              | Retired            | <input type="checkbox"/>            | W            | F            |
| 25) County Commissioner appointee            | Morris Rascoe              | Retired            | <input type="checkbox"/>            | B            | M            |

| <b>SECTION VI: BUDGET NARRATIVE</b> |  |                    |                        |
|-------------------------------------|--|--------------------|------------------------|
| <b>JCPC Administration</b>          |  | <b>Fiscal Year</b> | <b>FY 14-15</b>        |
| <b>Item #</b>                       | <b>Justification</b>   | <b>Expense</b>     | <b>In Kind Expense</b> |
| 120                                 | Administrative Assistant-\$ 80 month x 10 months   | \$800              |                        |
| 390                                 | JCPC Administrative expenses including perdiems, speakers, training, lunches for members | \$2,471            |                        |
| <b>TOTAL</b>                        |  | <b>\$3,271</b>     |                        |

| <b>Job Title</b>                                    | <b>Annual Expense Wages</b> | <b>Annual In Kind Wages</b> |
|---|-----------------------------|-----------------------------|
| Administrative Assistant \$ 80per month x 10 months | \$800                       |                             |
| <b>TOTAL</b>  | <b>\$800</b>                |                             |



## SECTION VII

Program: JCPC Administration

Fiscal Year: FY 14-15

Number of Months: 12

|  | Cash           | In Kind | Total          |
|--|----------------|---------|----------------|
| <b>I. Personnel Services</b>                   | <b>\$800</b>   |         | <b>\$800</b>   |
| 120 Salaries & Wages                           | \$800          |         | \$800          |
| 180 Fringe Benefits                            |                |         | \$0            |
| 190 Professional Services*                     |                |         | \$0            |
| *Contracts MUST be attached                    |                |         |                |
| <b>II. Supplies &amp; Materials</b>            |                |         | <b>\$0</b>     |
| 210 Household & Cleaning                       |                |         | \$0            |
| 220 Food & Provisions                          |                |         | \$0            |
| 230 Education & Medical                        |                |         | \$0            |
| 240 Construction & Repair                      |                |         | \$0            |
| 250 Vehicle Supplies & Materials               |                |         | \$0            |
| 260 Office Supplies and Materials              |                |         | \$0            |
| 280 Heating & Utility Supplies                 |                |         | \$0            |
| 290 Other Supplies and Materials               |                |         | \$0            |
| <b>III. Current Obligations &amp; Services</b> | <b>\$2,471</b> |         | <b>\$2,471</b> |
| 310 Travel & Transportation                    |                |         | \$0            |
| 320 Communications                             |                |         | \$0            |
| 330 Utilities                                  |                |         | \$0            |
| 340 Printing & Binding                         |                |         | \$0            |
| 350 Repairs & Maintenance                      |                |         | \$0            |
| 370 Advertising                                |                |         | \$0            |
| 380 Data Processing                            |                |         | \$0            |
| 390 Other Services                             | \$2,471        |         | \$2,471        |
| <b>IV. Fixed Charges &amp; Other Expenses</b>  |                |         | <b>\$0</b>     |
| 410 Rental or Real Property                    |                |         | \$0            |
| 430 Equipment Rental                           |                |         | \$0            |
| 440 Service and Maint. Contracts               |                |         | \$0            |
| 450 Insurance & Bonding                        |                |         | \$0            |
| 490 Other Fixed Charges                        |                |         | \$0            |
| <b>V. Capital Outlay</b>                       |                |         | <b>\$0</b>     |
| <b>[This Section Requires Cash Match]</b>      |                |         |                |
| 510 Office Furniture & Equipment               |                |         | \$0            |
| 530 Educational Equipment                      |                |         | \$0            |
| 540 Motor Vehicle                              |                |         | \$0            |
| 550 Other Equipment                            |                |         | \$0            |
| 580 Buildings, Structure & Improv.             |                |         | \$0            |
| <b>Total</b>                                   | <b>\$3,271</b> |         | <b>\$3,271</b> |

**Bertie County Juvenile Crime Prevention Council**  
**Bertie County, North Carolina**  
**By-Laws**

**Article I. Name**

The name of this organization shall be the Bertie County Juvenile Crime Prevention Council.

**Article II. Purpose**

The purpose of the Bertie County Juvenile Crime Prevention Council (hereafter referred to as The Council) shall be that of overall coordination among the community and youth serving agencies and institutions within Bertie County. The Council shall be the local planning body for developing community-based alternatives to youth development centers and to provide community-based delinquency prevention and intervention programs, gang prevention strategies programs and substance abuse prevention programs.

The Juvenile Crime Prevention Council was established by the General Assembly in the 1998 session. General Statutes 147-33.34 through 137-33.55 defines the legislative intent: creation: delinquency and substance abuse prevention strategies and programs: method appointment: membership: chair and vice-chair: terms of appointment: meetings: vacancies: removal: quorum: compensation of members: powers and duties: and funding of programs. The creation of The Council is stated in G.S. 147-33.61.

**Article III. Powers and Duties**

**Section I.** The Council shall be responsible on an annual basis for:

(a) Reviewing the needs of juveniles in the county who are at risk of delinquency or who have been adjudicated undisciplined or delinquent and the resources available to process and submit a written plan of action for the expenditure of juvenile sanction and prevention funds to the Board of County Commissioner for its approval. Upon the county's authorization, the

plan shall be submitted to the Division of Juvenile Justice for final approval and subsequent implementation.

(b) The Council shall ensure that appropriate intermediate dispositional options are available and shall prioritize funding for dispositions of intermediate and community level sanctions for court adjudicated juveniles pursuant to minimum standards adopted by the Department of Juvenile Justice and Delinquency Prevention.

**Section II.** The Council shall be responsible on an ongoing basis for:

(a) Assessing the needs of the juveniles in the community, evaluating the adequacy of resources available to meet those needs, and developing or proposing ways to address unmet needs.

(b) Developing intervention strategies and risk assessments for youth at risk.

(c) Evaluating the performances of Juvenile Crime and Prevention Councils' services and programs as a condition of continued funding.

(d) Submitting to the County Commissioners documentation of the progress of The Council: i.e. needs assessments, recommendations for funding, and implementation.

#### **Article IV. Membership**

##### **Section I.**

The Council membership will be reviewed yearly. Members will be re-appointed by the County Commissioner when the membership roster is updated. In order to provide for staggered terms, the terms for the first 13 specified members would expire in even years. The remaining will expire on odd years. All subsequent appointments shall be for the terms of two years. Members may be reappointed. The Chairperson shall advise the Board of Commissioners of members who should be replaced because of resignation, limited interest and participation, or a conflict of interest.

##### **Section II.**

The Council must be composed of up to, but not more than twenty-five (25) members and should include, if possible

- (1) The local School Superintendent or the person's designee
- (2) A Chief of Police
- (3) The Sheriff or that person's designee
- (4) The District Attorney or that person's designee
- (5) The Chief Court Counselor or that person's designee
- (6) The Director of the area mental health developmental disabilities and substance abuse authority, or that person's designee
- (7) The Director of Social Services or that person's designee
- (8) The County Manager or that person's designee
- (9) A substance abuse professional
- (10) A member of the faith community
- (11) A County Commissioner
- (12) Two persons under the age of 18, one of whom is a member of the State Youth Council
- (13) A juvenile defense attorney
- (14) The Chief District Court Judge or a District Court Judge designated by the Chief District Court Judge.
- (15) A member of the business community
- (16) The Director of the Health Department or that person's designee
- (17) A representative of United Way or another non-profit organization
- (18) A parks and recreation representative.
- (19) Up to seven (7) members of the public.

#### **Article V. Officers**

The officers of The Council shall be a Chair (or Co-Chairs), Vice-Chair, and Secretary/Treasurer and shall be elected annually by members of The Council. Officers shall be elected by May of each year. New officers will assume office as of July 1<sup>st</sup> of that same year. Officers shall be eligible for re-election to succeeding terms. The Chair shall not be a program manager.

## **Article VI. Meetings**

### **Section I.**

Regular meeting shall be held monthly on a date and time specified by The Council. These meetings must be held no less than seven times annually, All meetings will be open to the public.

### **Section II.**

Special meetings may be called by the Chair or Vice-Chair. Notice of special meetings shall be given to the members of The Council in writing, by e-mail or by phone at least 3 days in advance.

### **Section III.**

Minutes shall be taken at every meeting. Copies shall be sent or given to the chairman of the County Commissioners, the Regional Consultant, and to the Chair of The Council.

## **Article VII. Voting**

### **Section I.**

Conflict of Interest- Members of the Council who are employed by recipients of funding administered by The Council shall not vote on funding matters for their organizations.

### **Section II.**

A quorum of the Bertie County JCPC will be the majority of the members present at the meeting. The Chairperson will not be considered a voting member unless there is a tie vote. At the time of a tie, the Chairperson will cast the deciding vote.

### **Section III.**

Only members who are in "good standing" are eligible to vote on Juvenile Crime Prevention Council funding decisions. "Good standing" is defined as having attended a minimum of 50% of previously scheduled meetings and not missing three consecutive scheduled meetings during the present fiscal year. Excused absences (informing the Secretary and Chairperson before meetings) are legitimate absences.

## **Article VIII. Committees**

The Council may maintain five standing Committees.

- (a) Executive Committee- must inform The Council of all actions taken.
- (b) Needs Assessment Committee- shall evaluate community needs and recommends programs to fill those needs.
- (c) Monitoring Committee- shall evaluate the effectiveness of existing programs and make recommendations for changes.
- (d) Funding and Program Review Committee- shall review programs applying for funds administered by DJJDP and make recommendations for the programs that should be funded to The Council.
- (e) Membership/Nominating Committee- shall recommend and recruit new officers and members to the Council.
- (f) Bylaws Committee- shall review the by-laws and recommend changes to the Council and to monitor by-laws.

#### **ARTICLE IX. CONFLICT OF INTEREST POLICY**

Juvenile Crime Prevention Council (JCPC) members are public officers. N.C. Gen. Stat. § 14-234 requires that (1) No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law; (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract; and (3) No public officer or employee may solicit or receive any gift, reward, or promise of reward in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

Accordingly, no JCPC member or managing staff may receive directly or indirectly, any funds disbursed from the State of North Carolina, except for duly, authorized staff compensation and benefits, and reimbursement for expenses actually incurred in connection with the Council's business and in accordance with final approved grant agreements.

WHEREAS, Bertie County (County/JCPC Collaborative) desires to require its members to avoid conflicts of interest or the appearance of impropriety in the disbursement of State funds;

PROVIDED, no member of the JCPC shall be deemed to benefit directly or indirectly from any contract or grant funded in whole or in part by State funds if he/she receives only the salary or stipend due to him/her in the normal course of employment with, or service to, said JCPC.

FURTHERMORE, said JCPC has written conflict of interest policies and reporting procedures applicable to members who have any interest or any authority regarding the resources of JCPC. These policies have been communicated to members and full disclosure has been provided for any possible appearance of conflict of interest that may exist.

Council members shall not use their official affiliation with the JCPC to secure preferential treatment for any juvenile. Council members shall not use confidential information regarding juveniles or their families, JCPC agencies or other council members for personal gain or benefit. Council members must disclose a (potential) conflict of interest when the council member:

1. Is related to a program staff member;
2. Is related to another JCPC member;
3. Has/may have personal, financial, professional, and/or political gain at the expense or benefit of the JCPC, other than the benefit of therapeutic intervention for the juveniles and families served by JCPC funded programs;
4. Or a council member's family member participates in activities of, is a member of, or is an employee of a business entity that may be viewed as having direct or indirect influence over the JCPC's business;
5. Or a council member's family member may be viewed as having direct or indirect financial gain from personal or business investments/interest in real property held by that council member;
6. Received honorarium or other compensation outside of the scope of employment and operations that creates or appears to create bias;
7. Secured employment with a competing applicant for JCPC funding; and
8. Has a relationship other than professional with a JCPC funded program or applicant for funding, or any staff member or volunteer working for the program/applicant.

## **ARTICLE X. FUNDING AND REVIEW PROCESS & PROCEDURES**

The Juvenile Crime Prevention Council conducts a Risk and Needs Assessment each year. Through the Risk and Needs Assessment, the JCPC determines the priority needs for funding. The JCPC will prioritize programs that serve as disposition or diversion resources for delinquent and undisciplined youth. The JCPC will publicly advertise the availability of funds and request for proposals for the priority of services for a period of no less than 30 days.

A Funding and Review Subcommittee will be appointed from the JCPC Membership to screen and review all proposals submitted, interview prospective program managers or their representatives and prioritize recommendations for the funding of programs.

Recommendations for funding will be in agreement with the Bertie County Annual Plan and support the risk factors and the needed services identified. The funding recommendations will be submitted in writing to the JCPC, including rationale for why a program was or was not recommended for funding and the recommended funding level.

The entire membership will then vote on the recommendations by the subcommittee. After a consensus is obtained, the JCPC Chairperson will make a report to the Board of County Commissioners, which has ultimate responsibility for approval.

These by laws are adopted by the Bertie County Juvenile Crime Prevention Council on September 11, 2012



**Bertie County Distribution List for RFP 2014-2015**

Bertie County Department of Social Services

Bertie County Health Department

Bertie County School System

Local Churches

Bertie County Cooperative Extension

Department of Juvenile Justice and Delinquency Prevention

Parks and Recreation Department

Bertie County's Sheriffs Dept.

United Way Agency

YMCA

Local Paper-Bertie Legend

Local LMEs

Methodist Home for Children

Juvenile Crime Prevention Council Members

## VII. Request for Proposals NCDPS JCPC Continuation Funding FY 2014-15

**Bertie**  
County

**\$90,451**  
Anticipated County Allocation

**January 20, 2014**  
Date Advertised

The Juvenile Crime Prevention Council having studied the needs of juveniles in the county hereby publishes this Request for Proposals.

The North Carolina Department of Public Safety (NCDPS) anticipated funds in the above stated amount will be available for programs serving delinquent and at-risk youth for the state fiscal year: 2014-15 beginning on or after July 1, 2014. Local match rate for JCPC funds required: 10%.

**Based on identified needed programs and possible gaps in the service continuum, the following program types will be considered for funding:**

|  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Mentoring Services           | <input checked="" type="checkbox"/> Restitution/Community Service | <input checked="" type="checkbox"/> Substance Abuse Treatment |
| <input checked="" type="checkbox"/> Parent/Family Skill Building | <input checked="" type="checkbox"/> Teen Court                    | <input checked="" type="checkbox"/> Vocational Skills         |
| <input checked="" type="checkbox"/> Interpersonal Skill Building | <input checked="" type="checkbox"/> Psychological Assessments     | <input checked="" type="checkbox"/> Juvenile Structured Day   |
| <input checked="" type="checkbox"/> Home Based Family Counseling | <input checked="" type="checkbox"/> Counseling                    | <input checked="" type="checkbox"/> Temporary Shelter         |

As a result of the Needs Assessment in the above named county, programs that reduce risk, address the needs of juveniles, and increase protective factors will be considered for funding.

**Elevated risk factors for delinquency:**

- 1) Youth who have known use of alcohol / drugs;
- 2) Youth with serious behavior problems in school;
- 3) Youth who lack prosocial peers or they regularly associate with delinquent others.
- 4) Youth who have several referrals to Division of Juvenile Justice
- 5) Youth under the age of 12 who admit delinquent offenses

**Elevated Needs for adjudicated juveniles:**

- 1) Youth who lack prosocial peers or they regularly associate with delinquent others;
- 2) Youth who have serious behavior problems in school
- 3) Youth who abuse substances;
- 4) Youth who are in need of Mental Health Services;
- 5) Parents who have marginal supervision skills;
- 6) Families who have criminal histories;

**Protective Factors to Address the Needs**

Positive peer associations; school motivation and above average academic performance; and stable family. Substance abuse counseling,

The web-based program application is available on line at the Department of Public Safety web-site:

<https://www.ncdps.gov/index2.cfm?a=000003,002476,002483,002482,002514>

**Once applications are completed on line, print the entire application and submit signed originals per instructions below. All applications must be printed and submitted by the deadline below to be considered for funding.**

**Only local public agencies, 501 ( c ) 3 non-profit corporations and local housing authorities will be considered for funding. For additional information regarding the application process:**

**Larree Cherry**

**252-794-2527**

JCPC Chairperson / or Designee

Telephone #

**For technical assistance: Contact Pam Stokes, Consultant at 252-355-9013. Deadline for Applications is Friday February 28, 2014. Copies of three of the program applications can be delivered to Larree Cherry, JCPC Chair, 751 Charles Taylor Road, Aulander, NC 27805**



# McDAVID ASSOCIATES, INC.

*Engineers • Planners • Land Surveyors*

CORPORATE OFFICE  
 (252) 753-2139 • Fax (252) 753-7220  
 E-mail: mai@mcdavid-inc.com  
 3714 N. Main Street • P.O. Drawer 49  
 Farmville, NC 27828

GOLDSBORO OFFICE  
 (919) 736-7630 • Fax (919) 735-7351  
 E-mail: maigold@mcdavid-inc.com  
 109 E. Walnut Street • P.O. Box 1776  
 Goldsboro, NC 27533

May 28, 2014

Traci White, Planning and Inspections Director  
 Bertie County  
 PO Box 530  
 Windsor, NC 27983

SUBJECT: 2011 CDBG SSH Program  
 Bertie County  
 5440, 5503

Dear Traci:

Enclosed is a resolution package to award a CDBG contract at the June 2, 2014 Board of Commissioners meeting. I will attend the meeting to present this agenda item. Please review the enclosed information and distribute a copy of this package to each Board member prior to this meeting.

We have outlined conflict of interest relationships on the attached "Conflict of Interest Summary." Note the fourth "Whereas" on the Resolution references various County employees and possible conflicts-of-interest. Prior to the meeting, please insure that no person outlined in the fourth "Whereas" constitutes a potential conflict-of-interest with the persons listed on the "Ownership/Occupant Disclosure" form. If potential conflicts-of-interest do exist, notify me so we can decide how to address the situation.

Thank you for your assistance. If there are questions, please contact me.

Sincerely,

McDAVID ASSOCIATES, INC.

Milton D. Barnette, Jr., PE  
 Program Manager

mdb:wej

Enclosures

RESOLUTION BY THE BOARD  
OF  
BERTIE COUNTY

WHEREAS, Bertie County has received funding for housing improvements under the 2011 CDBG SSH program, and;

WHEREAS, Bertie County has received bids for housing Demolition, Reconstruction and Rehabilitation work to be completed under said program, and;

WHEREAS, the Program Manager has recommended awards which are consistent with the grant policies and procedures.

WHEREAS, the Program Manager's recommendation of award is subject to the County's determination that no member of the governing board, County employee who exercises any function or responsibility with respect to the CDBG program, or anyone who has served in these capacities in the past year, is associated in any way with any party on the attached ownership / occupant disclosure form in any manner which could potentially constitute a conflict-of-interest.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of housing Demolition, Reconstruction and Rehabilitation contracts are awarded as follows:

| <u>House No.</u>            | <u>Contractor</u>                   | <u>Amount</u>   |
|-----------------------------|-------------------------------------|-----------------|
| <u>11-02 Demolition</u>     | <u>U-Scrap-It, Inc.</u>             | <u>\$3,100</u>  |
| <u>11-02 Replacement</u>    | <u>Holland Construction Company</u> | <u>\$80,900</u> |
| <u>11-05 Rehabilitation</u> | <u>B &amp; B Construction</u>       | <u>\$47,565</u> |
| <u>11-06 Rehabilitation</u> | <u>Evans Custom Builders</u>        | <u>\$52,806</u> |
| <u>11-07 Rehabilitation</u> | <u>Robert P. Cunningham</u>         | <u>\$33,775</u> |

THAT, no member of the governing board is involved with any party on the attached ownership/occupant disclosure form in any manner which could potentially constitute a conflict-of-interest, and;

THAT, Scott T. Sauer, County Manager is authorized to sign contracts on behalf of Bertie County.

ADOPTED this the 2<sup>nd</sup> day of June, 2014.

\_\_\_\_\_  
J. Wallace Perry  
Chairman

ATTEST:

\_\_\_\_\_  
Sarah M. Seredni  
Clerk to the Board

**BERTIE COUNTY 2011 CDBG-SSH RECONSTRUCTION BID TAB SHEET - May 27, 2014 3:00 PM**

|  |   |             |  |  |  |
|--|---|-------------|--|--|--|
|  | 11-03<br>603 S. Commerce St<br>Aulander, NC |             |  |  |  |
| 1  | B & B Construction                          | \$80,500.00 |  |  |  |
| 2  | Evans Custom Builders                       | no bid      |  |  |  |
| 3  | Holland Construction Co                     | \$81,300.00 |  |  |  |
| 4  | Manning Contracting, LLC                    | no bid      |  |  |  |
| 5  | Kee Builders, Inc                           | no bid      |  |  |  |
| 6  | M. T. Sugg Company                          | no bid      |  |  |  |
| 7  | Chester Johnson                             | \$95,205.00 |  |  |  |
| 8  |   |             |  |  |  |
| 9  |   |             |  |  |  |
| 10   |   |             |  |  |  |
| 11   |   |             |  |  |  |
| 12   |   |             |  |  |  |
| <i>Award - B and B Construction at \$80,500.00</i> |   |             |  |  |  |
| <i>* Mathematical Error</i>                        |   |             |  |  |  |

Bid opening witnesses:

*Sandy F. Bryant*

*Eddie Jones*

Award Approval:

*Mike Bennett*

**BERTIE COUNTY 2011 CDBG-SSH DEMOLITION BID TAB SHEET - May 27, 2014 3:00 PM**

|   | 11-03<br>603 S Commerce St<br>Anlander |             |  |  |
|---|--|-------------|--|--|
| 1   | Phelps & White Construction, Inc.      | \$12,250.00 |  |  |
| 2   | W. A. Powell Construction, Inc.        | no bid      |  |  |
| 3   | Revels Septic Service                  | no bid      |  |  |
| 4   | Smith Demolition                       | no bid      |  |  |
| 5   | U-Scrap-It, Inc                        | \$11,100.00 |  |  |
| 6   | Boyd Copeland Contracting              | \$9,500.00  |  |  |
| 9   |  |             |  |  |
| 10  |  |             |  |  |
| 11  |  |             |  |  |
| 12  |  |             |  |  |
| Award - Boyd Copeland Contracting, Inc. at \$9,500.00 |  |             |  |  |
| * Mathematical Error                                  |  |             |  |  |

Bid opening witnesses:

*Sandy W. Bryant*

*Eddie Jones*

Award Approval:

*Mike Bamette*

**OWNERSHIP / OCCUPANT DISCLOSURE  
FOR  
AWARD RECOMMENDATIONS**

**OWNERS / OCCUPANTS\***

**House No(s).**

11-03 Michael L. Tyler and Joyce B. Tyler

\*Ownership determined by Pritchett & Burch, PLLC.

**CONTRACTORS**

B & B Construction (Brian Avery)  
Boyd Copeland Contracting, Inc. (Boyd Copeland)

## CONFLICT OF INTEREST SUMMARY

Program regulations state that a conflict-of-interest may exist when an official, employee or agent of the Grantee has one of the following relationships or dealings with program beneficiaries or contractors:

- A. Immediate Family Members
  - 1. Spouse
  - 2. Parent
  - 3. Child
  - 4. Brother
  - 5. Sister
  - 6. Grandparent
  - 7. Grandchild
  - 8. Step relationship of 1-7
  - 9. Half relationship of 1-7
  - 10. In-Law relationship of 1-7.
- B. Any business relationship.
- C. Any financial dealings.

The following regulations and statutes pertaining to conflict-of-interest in the CDBG Program. Copies are available upon request.

N.C. Division of Community Assistance: Grant Agreement

N.C. Division of Community Assistance: Program Regulations

N.C. General Statutes (GS 14-234)

Congressional Federal Register (CFR 570.489)



**ABC Board**

**Immediate Vacancies:** 1

**Position Vacancy:**

| <b>Board</b> | <b>Term</b> | <b>Name</b> | <b>Began</b> | <b>End</b> |
|--------------|-------------|-------------|--------------|------------|
| ABC Board    | 3 years     | James Pugh  | 10/3/2014    | 6/30/2014  |

**Special requirements:** N/A

**Notes:** Filling out the remainder of an unexpired term

**Attendance of Current Members:** N/A

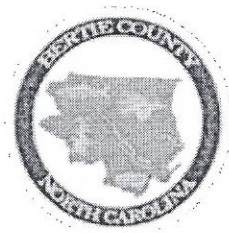
**Applications Received:**

1. Lewis C. Hoggard, III.
2. Thomas Asbell
3. James Pugh

**Current Members (unexpired):**

1. Miles Davis
2. William Freeman

Rec'd 8-28-13 SS  
9-3 Jm



APPLICATION FOR BERTIE COUNTY AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

Name: Lewis C. Hoggard III

Home Phone Number: 252-794-5544 Mobile: 252-724-1665

Home Fax Number: \_\_\_\_\_

Email Address: ldhoggard@embarqmail.com

Home Address: 407 Confederate Street

Mailing Address: \_\_\_\_\_

Are you a full-time resident of Bertie County? Yes  No \_\_\_\_\_

How long have you been a full-time resident of Bertie County? 45 years

Do you live within any corporate or town limits? Yes  No \_\_\_\_\_ Which: \_\_\_\_\_

County Commissioner District: 1  
(This information can be obtained from the Bertie County Board of Elections at 252-794-5306)

Occupation: Community College Staff Employer: Roanoke Chowan Community College

Business Address: 109 Community College Road Ahoskie, NC 27910

Business Phone Number: 252-862-1257 Business Fax: \_\_\_\_\_

Please list in order of preference the Boards/Commissions/Committees on which you would like to serve:

- |                     |          |
|---------------------|----------|
| 1. <u>ABC Board</u> | 3. _____ |
| 2. <u>CPTA</u>      | 4. _____ |

Qualification for specific category: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of any Bertie County Board/Commission/Committee on which you presently serve:  
Tri County Airport Authority, Mid-East Commission, CPTA Board, Lawrence Memorial Library

If reapplying for a position you presently hold, how long have you served? \_\_\_\_\_

Based on your qualifications and experiences, briefly describe why your services on this Authority/Board/Commission/Committee would be beneficial to the County:

Served Three Terms (12 years) as Bertie County Commissioner. Understand County Finance. I do believe time serving the people of Bertie County as a commissioner has afforded me the opportunity to learn a most valuable experience in learning how county government and various committees and boards function.

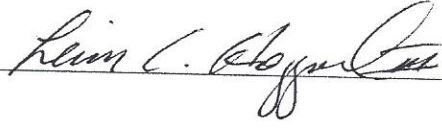
Do you have any delinquent Bertie County taxes? \_\_\_ Yes  No

Other information you consider pertinent: (i.e., education, occupational background, civic memberships, related work experiences, etc.) If necessary, you may add additional pages:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CODE OF ETHICS**

By submitting this application and by my signature below, I pledge that, if appointed, I agree to comply with the attached Code of Ethics as adopted by the Bertie County Board of Commissioners.

Date: 8/28/13 Applicant's Signature: 

Return application to:

Misty Gibbs, Assistant County Manager/Clerk to the Board  
PO Box 530  
106 Dundee Street  
Windsor, NC 27983  
Fax: (252) 794-5327  
[misty.gibbs@bertie.nc.gov](mailto:misty.gibbs@bertie.nc.gov)

Note:

- \*All information on this document is subject to the Public Records Law and will be released to the public upon request.
- \*\*Interest to Service forms remain current for two years. Following that, the applicant may wish to contact the Clerk to the Board's Office for an updated form.
- \*\*\*Applications must be on file in the Clerk to the Board's Office 7 days prior to consideration for appointment.

-----  
FOR OFFICE USE ONLY

Date Received: \_\_\_\_\_

Received By: \_\_\_\_\_





Board Reviewed  
JUN 03 2013

APPLICATION FOR BERTIE COUNTY AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

Name: Thomas Elliott Asbell

Home Phone Number: 252-332-6997 Mobile: 252-209-7710

Home Fax Number: N/A

Email Address: tasbell8@gmail.com

Home Address: 204 E. Main St. Powellville, NC 27967

Mailing Address: PO Box 300, Powellville, NC 27967

Are you a full-time resident of Bertie County? Yes  No

How long have you been a full-time resident of Bertie County? 40yrs.

Do you live within any corporate or town limits? Yes  No  Which: Powellville

County Commissioner District: \_\_\_\_\_  
(This information can be obtained from the Bertie County Board of Elections at 252-794-5306)

Occupation: Mayor-Admin Employer: Town of Powellville

Business Address: 106 East Main St. Powellville, NC 27967

Business Phone Number: 252-332-5933 Business Fax: 252-332-8126

Please list in order of preference the Boards/Commissions/Committees on which you would like to serve:

- 1. ABC Board
- 2. \*\* Tri-County Airport Authority
- 3. \*\*\* Child Fatality
- 4. \_\_\_\_\_

Qualification for specific category: Core Qualifications: 1) Leading Change 2) Leading People 3) Getting results 4) Business Acumen 5) Building Coalitions

Name of any Bertie County Board/Commission/Committee on which you presently serve:  
\*\* Tri County Airport Authority, Child Fatality Prevention/Community Child Protection Team

If reapplying for a position you presently hold, how long have you served? \_\_\_\_\_

Based on your qualifications and experiences, briefly describe why your services on this Authority/Board/Commission/Committee would be beneficial to the County:

Successful performance in my ability to bring strategic change, meet organizational goals and the ability to establish a vision, to include the implementation of goals in a changing environment.

Do you have any delinquent Bertie County taxes?  Yes  No

Other information you consider pertinent: (i.e., education, occupational background, civic memberships, related work experiences, etc.) If necessary, you may add additional pages:

It has been an honor and a privilege to serve the citizens of Bertie County for 28 years as a Town Commissioner and currently as Mayor of Powellsville, NC. My commitment and decisions on tough issues have always been in the best interest of the citizens. I am committed to preserving essential services, keeping our communities safe, building a vibrant business community, improving schools and addressing important issues. Therefore, I feel my experience and dedication to community service is an important asset to any past or future appointments.

By submitting this application and by my signature below, I pledge that, if appointed, I agree to comply with the attached Code of Ethics as adopted by the Bertie County Board of Commissioners.

Date: 5-6-13 Applicant's Signature: 

Return application to:

Misty Gibbs, Assistant County Manager/Clerk to the Board  
PO Box 530  
106 Dundee Street  
Windsor, NC 27983  
Fax: (252) 794-5327  
[misty.gibbs@bertie.nc.gov](mailto:misty.gibbs@bertie.nc.gov)

Note:

- \*All information on this document is subject to the Public Records Law and will be released to the public upon request.
- \*\*Interest to Service forms remain current for two years. Following that, the applicant may wish to contact the Clerk to the Board's Office for an updated form.
- \*\*\*Applications must be on file in the Clerk to the Board's Office 7 days prior to consideration for appointment.

FOR OFFICE USE ONLY

Date Received: \_\_\_\_\_

Received By: \_\_\_\_\_



ABC



**APPLICATION FOR BERTIE COUNTY AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES**

Name: James S Pugh

Home Phone Number: (252)348-2858 Mobile: (252)377-7625

Home Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Home Address: 613 Indian Woods Road, Lewiston-Woodville, NC 27849

Mailing Address: 613 Indian Woods Road, Lewiston-Woodville, NC 27849

Are you a full-time resident of Bertie County? Yes  No \_\_\_\_\_

How long have you been a full-time resident of Bertie County? 82 years

Do you live within any corporate or town limits? Yes \_\_\_\_\_ No  Which: \_\_\_\_\_

County Commissioner District: 4

(This information can be obtained from the Bertie County Board of Elections at 252-794-5306)

Occupation: Retired Employer: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Please list in order of preference the Boards/Commissions/Committees on which you would like to serve:

- |                                   |          |
|-----------------------------------|----------|
| 1. <u>Bertie County ABC Board</u> | 3. _____ |
| 2. _____                          | 4. _____ |

Qualification for specific category: \_\_\_\_\_

I have the best interest of the County at heart and I want to continue to see the store and employees succeed. My background with working on this Board and working with the employees makes me qualified.

Name of any Bertie County Board/Commission/Committee on which you presently serve:

Supervisor, Bertie County Soil and Water District

If reapplying for a position you presently hold, how long have you served? approx. 9 months

Based on your qualifications and experiences, briefly describe why your services on this Authority/Board/Commission/Committee would be beneficial to the County:

Being retired I have been able to give my full time to this Board. I have also worked with the other Board members and employees to create a better ABC System. I was part of the team to bring the "Save a Life" tour to our Bertie County Students.

Do you have any delinquent Bertie County taxes? \_\_\_ Yes  No

Other information you consider pertinent: (i.e., education, occupational background, civic memberships, related work experiences, etc.) If necessary, you may add additional pages:

3rd Vice Chair, 21 County Civic League; Chairman, PPI; Credentials Committee member for Roanoke Electric Association; NAACP Member.

**CODE OF ETHICS**

By submitting this application and by my signature below, I pledge that, if appointed, I agree to comply with the attached Code of Ethics as adopted by the Bertie County Board of Commissioners.

Date: 4/24/2014 Applicant's Signature: *Jean S. Pugh*

Return application to:

~~Misty Gibbs~~, Assistant County Manager/Clerk to the Board  
PO Box 530  
106 Dundee Street  
Windsor, NC 27983  
Fax: (252) 794-5327  
~~misty.gibbs@bertie.nc.gov~~

Note:

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\*\*Interest to Service forms remain current for two years. Following that, the applicant may wish to contact the Clerk to the Board's Office for an updated form.

\*\*\*Applications must be on file in the Clerk to the Board's Office 7 days prior to consideration for appointment.

FOR OFFICE USE ONLY

Date Received: 4/28/14

Received By: *Sarah Shuler*

## Nursing Home/CAC Board & Joint Community Advisory Committee

**Immediate Vacancies:** 3

**Position Vacancy:**

| <b>Board</b>  | <b>Term</b> | <b>Name</b>      | <b>Began</b> | <b>End</b> |
|---|-------------|------------------|--------------|------------|
| Nursing Home/CAC Board –<br>Joint Community Advisory<br>Committee | 3 years     | Mary Davis       | 6/30/2011    | 6/30/2014  |
| Nursing Home/CAC Board –<br>Joint Community Advisory<br>Committee | 3 years     | Rev. Gail McNeil | 6/30/2011    | 6/30/2014  |
| Nursing Home/CAC Board  | 1 year      | Alan Mizelle     | 5/6/2013     | 5/6/2014   |

**Special requirements:** Member of the Nursing Home/CAC Board

**Notes:** See attached letter recommending the reappointment of Mary Davis and Rev. Gail McNeil.

**Attendance of Current Members:** N/A

**Applications Received:**

1. Mary Davis
2. Rev. Gail McNeil

**Current Members (unexpired):**

1. Clara Barrow
2. Minnie Outlaw





*People Working Together*

1385 John Small Avenue Washington, North Carolina 27889  
www.mideastcom.org  
Phone: (252) 946-8043 Fax: (252) 946-5489

May 8, 2014

**Sarah M. Seredni**  
Clerk to the Board  
Bertie County Board of Commissioners  
106 Dundee Street  
PO Box 530  
Windsor, NC 27983

Dear Ms. Seredni:

I am requesting the reappointment of Mary Davis and Gail McNeil to the Joint Community Advisory Committee. I am requesting this re-appointment be made for an additional three-year term in accordance with G.S. 131E-128 which states, "any person reappointed to a second or subsequent term in the same county shall serve a three-year term."

In accordance with this request, the above individuals' terms would expire on in 2017.

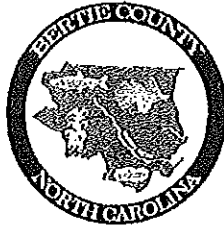
If you have any further questions or concerns. I can be reached at the (252) 974-1838.

Sincerely,

Tameka Riggsbee  
Regional Long Term Care Ombudsman

Serving: Beaufort County • Bertie County • Hertford County • Martin County • Pitt County

"Auxiliary aids and services are available upon request to individuals with disabilities."  
Relay numbers for the Hearing Impaired:(TTY) 1-800-735-2962 (voice) 1-800-735-8262



Board Reviewed

MAY 06 2013

### APPLICATION FOR BERTIE COUNTY AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

Name: MARY L. DAVIS

Home Phone Number: 252-794-5540 Mobile: 252-809-2650

Home Fax Number: N/A

Email Address: MADAVIS@VidantHealth.com

Home Address: PO Box 204, Windsor, NC 27983

Mailing Address: PO Box 204, Windsor, NC 27983

Are you a full-time resident of Bertie County? Yes  No

How long have you been a full-time resident of Bertie County? ALL my life

Do you live within any corporate or town limits? Yes  No  Which: \_\_\_\_\_

County Commissioner District: Ron Wesson

(This information can be obtained from the Bertie County Board of Elections at 252-794-5306)

Occupation: Administrator Employer: Vidant Family Medicine

Business Address: 1403 S. King St. Windsor, NC 27983 And Vidant Bertie Hospital

Business Phone Number: 252-794-6750 Business Fax: 252-794-6771

Please list in order of preference the Boards/Commissions/Committees on which you would like to serve:

- 1. Nursing Home/Adult Care
- 2. Economic Development Commission
- 3. EMS Advisory Council
- 4. \_\_\_\_\_

Qualification for specific category: HAVE WORKED IN MEDICAL FIELD FOR 40 YEARS. WORK CLOSELY WITH ALL NURSING HOMES & EMS.

HAVE AN INTEREST IN GROWING AND DEVELOPING BERTIE COUNTY, BRINGING PROSPERITY TO THE COUNTY TO HELP EVERYONE.

Name of any Bertie County Board/Commission/Committee on which you presently serve:

None

If reapplying for a position you presently hold, how long have you served? N/A

Based on your qualifications and experiences, briefly describe why your services on this Authority/Board/Commission/Committee would be beneficial to the County:

My Knowledge of ALL the people in Bertie County, their needs and ideas on how we can work together to better serve our communities.

Do you have any delinquent Bertie County taxes?  Yes  No

Other information you consider pertinent: (i.e., education, occupational background, civic memberships, related work experiences, etc.) If necessary, you may add additional pages:

See Attachment page

**CODE OF ETHICS**

By submitting this application and by my signature below, I pledge that, if appointed, I agree to comply with the attached Code of Ethics as adopted by the Bertie County Board of Commissioners.

Date: 4-30-13 Applicant's Signature: Mary L Davis

Return application to:

Misty Gibbs, Assistant County Manager/Clerk to the Board  
PO Box 530  
106 Dundee Street  
Windsor, NC 27983  
Fax: (252) 794-5327  
[misty.gibbs@bertie.nc.gov](mailto:misty.gibbs@bertie.nc.gov)

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- \*\*\*Applications must be on file in the Clerk to the Board's Office 7 days prior to consideration for appointment.

FOR OFFICE USE ONLY

Date Received: 4/30/2013

Received By: [Signature]

Mary L. Davis

I was born in Bertie County and have remained here my entire life. I have always worked in Bertie County. I am fully aware of the needs of the people here in Bertie County.

I have always worked in the Healthcare field, thus, working closely with Nursing Homes, Adult Care Homes, Independent Living Centers, Home Care Agencies, Hospice, Physicians and hospitals.

I am very familiar with EMS as well having worked with these services for many years. I want to see Bertie County prosper and grow. I want to see Bertie County on the "map".

People in the community trust and respect my ability to work with them and for them for the betterment of our community and for the people we serve and touch every day.

I have the interest and needs of the people of Bertie County at heart, and this will always remain as my top priority.

I am an advocate for all the people of Bertie County, young and elderly. I work hard to offer assistance and help when ever it is needed.

I am an impartial decision maker basing my decision on what I feel is fair and just for all concerned.

I am qualified to handle ethical issues due to my position and long time standing in the Healthcare business.

I have good sound values and good sound independent judgment and respect for all people.

NCAC



Appointed to CAC  
5/6/13 pending app

APPLICATION FOR BERTIE COUNTY AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

Name: Rev. Gail Perry McNeil

Home Phone Number: 252-209-1036 Mobile: 252-209-1036

Home Fax Number: \_\_\_\_\_

Email Address: Sisterbutterly @ Yahoo. Com

Home Address: 115 Long Branch Rd.

Mailing Address: P.O. Box 56, Colerain, N.C. 27924

Are you a full-time resident of Bertie County? Yes  No

How long have you been a full-time resident of Bertie County? 4 years

Do you live within any corporate or town limits? Yes  No  Which: Colerain

County Commissioner District: \_\_\_\_\_

(This information can be obtained from the Bertie County Board of Elections at 252-794-5306)

Occupation: Pastor Employer: Retired

Business Address: 252-209-1036

Business Phone Number: 252-209-1036 Business Fax: \_\_\_\_\_

Please list in order of preference the Boards/Commissions/Committees on which you would like to serve:

1. Nursing Home / Adult Care Home.
2. \_\_\_\_\_
4. \_\_\_\_\_

Qualification for specific category: I am an Advocate for people who can't or need someone to speak for them. I have excellent leadership skills, an organizer and love people.

Name of any Bertie County Board/Commission/Committee on which you presently serve: Roanoke Chowan Domestic Violence Task Force

If reapplying for a position you presently hold, how long have you served? \_\_\_\_\_

Based on your qualifications and experiences, briefly describe why your services on this Authority/Board/Commission/Committee would be beneficial to the County:

It is of the utmost importance that residents in Nursing / Family Care Homes are treated well. I feel that I will be the Advocate to help the Commission do this job 100%.

Do you have any delinquent Bertie County taxes? \_\_\_ Yes  No

Other information you consider pertinent: (i.e., education, occupational background, civic memberships, related work experiences, etc.) If necessary, you may add additional pages:

College & Seminary Graduate, Retired from N.Y. Telephone Company as an Executive Assistant. Have been trained to be a domestic violence & sexual assault Advocate. Served as Chaplain at Duplin General Hospital. Pastor and have a special Ministry to hurting women. The founder and organizer of Jubilee Senior Citizen Club of Cokerain. Volunteer at Council on Aging since 2009.

CODE OF ETHICS

By submitting this application and by my signature below, I pledge that, if appointed, I agree to comply with the attached Code of Ethics as adopted by the Bertie County Board of Commissioners.

Date: 5/1/2013 Applicant's Signature: Rev. Gail Perry McNeil

Return application to:

Misty Gibbs, Assistant County Manager/Clerk to the Board  
PO Box 530  
106 Dundee Street  
Windsor, NC 27983  
Fax: (252) 794-5327  
[misty.gibbs@bertie.nc.gov](mailto:misty.gibbs@bertie.nc.gov)

Note:

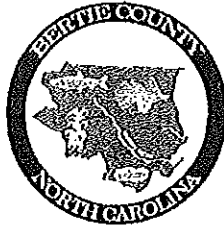
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- \*\*\*Applications must be on file in the Clerk to the Board's Office 7 days prior to consideration for appointment.

FOR OFFICE USE ONLY

Date Received: \_\_\_\_\_

Received By: \_\_\_\_\_

NCAC



Board Reviewed

MAY 06 2013

APPLICATION FOR BERTIE COUNTY AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

Name: MARY L. DAVIS

Home Phone Number: 252-794-5540 Mobile: 252-809-2650

Home Fax Number: N/A

Email Address: MA.DAVIS@VidantHealth.com

Home Address: PO Box 204, Windsor, NC 27983

Mailing Address: PO Box 204, Windsor, NC 27983

Are you a full-time resident of Bertie County? Yes  No

How long have you been a full-time resident of Bertie County? ALL my life

Do you live within any corporate or town limits? Yes  No  Which: \_\_\_\_\_

County Commissioner District: Ron Wesson

(This information can be obtained from the Bertie County Board of Elections at 252-794-5306)

Occupation: Administrator Employer: Vidant Family Medicine

Business Address: 1403 S. King St. Windsor, NC 27983 And Vidant Bertie Hospital

Business Phone Number: 252-794-6750 Business Fax: 252-794-6771

Please list in order of preference the Boards/Commissions/Committees on which you would like to serve:

1. Nursing Home / Adult Care
2. Economic Development Commission
3. EMS Advisory Council
4. \_\_\_\_\_

Qualification for specific category: HAVE WORKED IN MEDICAL FIELD FOR 40 YEARS. WORK CLOSELY WITH ALL NURSING HOMES & EMS.

HAVE AN INTEREST IN GROWING AND DEVELOPING BERTIE COUNTY. BRINGING PROSPERITY TO THE COUNTY TO HELP EVERYONE.

Name of any Bertie County Board/Commission/Committee on which you presently serve: None

If reapplying for a position you presently hold, how long have you served? N/A

Based on your qualifications and experiences, briefly describe why your services on this Authority/Board/Commission/Committee would be beneficial to the County:

My Knowledge of ALL the people in Bertie County, their needs and ideas on how we can work together to better serve our communities.

Do you have any delinquent Bertie County taxes?  Yes  No

Other information you consider pertinent: (i.e., education, occupational background, civic memberships, related work experiences, etc.) If necessary, you may add additional pages:

See Attachment page

**CODE OF ETHICS**

By submitting this application and by my signature below, I pledge that, if appointed, I agree to comply with the attached Code of Ethics as adopted by the Bertie County Board of Commissioners.

Date: 4-30-13 Applicant's Signature: Mary L Davis

Return application to:

Misty Gibbs, Assistant County Manager/Clerk to the Board  
PO Box 530  
106 Dundee Street  
Windsor, NC 27983  
Fax: (252) 794-5327  
[misty.gibbs@bertie.nc.gov](mailto:misty.gibbs@bertie.nc.gov)

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- \*\*\*Applications must be on file in the Clerk to the Board's Office 7 days prior to consideration for appointment.

FOR OFFICE USE ONLY

Date Received: 4/30/2013

Received By: [Signature]



Mary L. Davis

I was born in Bertie County and have remained here my entire life. I have always worked in Bertie County. I am fully aware of the needs of the people here in Bertie County.

I have always worked in the Healthcare field, thus, working closely with Nursing Homes, Adult Care Homes, Independent Living Centers, Home Care Agencies, Hospice, Physicians and hospitals.

I am very familiar with EMS as well having worked with these services for many years. I want to see Bertie County prosper and grow. I want to see Bertie County on the "map".

People in the community trust and respect my ability to work with them and for them for the betterment of our community and for the people we serve and touch every day.

I have the interest and needs of the people of Bertie County at heart, and this will always remain as my top priority.

I am an advocate for all the people of Bertie County, young and elderly. I work hard to offer assistance and help when ever it is needed.

I am an impartial decision maker basing my decision on what I feel is fair and just for all concerned.

I am qualified to handle ethical issues due to my position and long time standing in the Healthcare business.

I have good sound values and good sound independent judgment and respect for all people.

**Choanoke Public Transportation Authority Board**

**Immediate Vacancies:** 2

**Position Vacancy:**

| <b>Board</b> | <b>Term</b> | <b>Name</b>            | <b>Began</b> | <b>End</b> |
|--------------|-------------|------------------------|--------------|------------|
| CPTA Board   | 2 years     | Morris Rascoe          | 6/30/2012    | 6/30/2014  |
| CPTA Board   | 2 years     | Lewis C. Hoggard, III. | 6/30/2012    | 6/30/2014  |

**Special requirements:** N/A

**Notes:** N/A

**Attendance of Current Members:** N/A

**Applications Received:**

1. Morris Rascoe
2. Lewis C. Hoggard, III.



APPLICATION FOR BERTIE COUNTY AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

Name: Morris Lee Rascoe

Home Phone Number: (252) 794-1473 Mobile: (252) 209-7523

Home Fax Number: N/A

Email Address: Kappaalpha5@embarqmail.com

Home Address: 127 Woodard Road Windsor, NC 27983

Mailing Address: Same

Are you a full-time resident of Bertie County? Yes  No

How long have you been a full-time resident of Bertie County? 57 yrs.

Do you live within any corporate or town limits? Yes  No  Which:

County Commissioner District: I

(This information can be obtained from the Bertie County Board of Elections at 252-794-5306)

Occupation: Retires Co. Manager Employer: Bertie County

Business Address: N/A

Business Phone Number: N/A Business Fax: N/A

Please list in order of preference the Boards/Commissions/Committees on which you would like to serve:

- 1. CADA
- 2. WORKforce Development
- 3. JCPC
- 4. CPTA
- 5. EDC

Qualification for specific category: Have served on these boards and know their requirements, procedures & policies. Know Bertie County + needs of the County. Have worked to make sure services offered by these agencies do not leave out Bertie Co.

Name of any Bertie County Board/Commission/Committee on which you presently serve: CADA Board, Workforce Development, JCPC

-PTA

If reapplying for a position you presently hold, how long have you served? Not Sure (10 years?)

Based on your qualifications and experiences, briefly describe why your services on this Authority/Board/Commission/Committee would be beneficial to the County:

The knowledge that I have obtained from working with Local Gov. will help the committee as well as help the committee to provide the services needed within Bertie County.

Do you have any delinquent Bertie County taxes? \_\_\_ Yes  No

Other information you consider pertinent: (i.e., education, occupational background, civic memberships, related work experiences, etc.) If necessary, you may add additional pages:

College Education, Financial Knowledge, People Skills, Knowledge of the County + it's needs. State Knowledge, Know services (Public Services) I have a willingness to work and attend meetings. Have established a working relationship with other Board Members where we always bounce ideas off each other.

**CODE OF ETHICS**

By submitting this application and by my signature below, I pledge that, if appointed, I agree to comply with the attached Code of Ethics as adopted by the Bertie County Board of Commissioners.

Date: 4/30/13 Applicant's Signature: Mavis Lee Riscoe

Return application to:


Misty Gibbs, Assistant County Manager/Clerk to the Board  
PO Box 530  
106 Dundee Street  
Windsor, NC 27983  
Fax: (252) 794-5327  
[misty.gibbs@bertie.nc.gov](mailto:misty.gibbs@bertie.nc.gov)

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- \*\*\*Applications must be on file in the Clerk to the Board's Office 7 days prior to consideration for appointment.

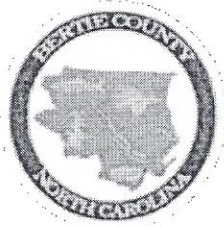
FOR OFFICE USE ONLY

Date Received: 4/30/2013

Received By: 



Rec'd 8-28-13 SS  
9-3 JW



APPLICATION FOR BERTIE COUNTY AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

Name: Lewis C. Hoggard III

Home Phone Number: 252-794-5544 Mobile: 252-724-1665

Home Fax Number: \_\_\_\_\_

Email Address: ldhoggard@embarqmail.com

Home Address: 407 Confederate Street

Mailing Address: \_\_\_\_\_

Are you a full-time resident of Bertie County? Yes  No \_\_\_\_\_

How long have you been a full-time resident of Bertie County? 45 years

Do you live within any corporate or town limits? Yes  No \_\_\_\_\_ Which: \_\_\_\_\_

County Commissioner District: 1  
(This information can be obtained from the Bertie County Board of Elections at 252-794-5306)

Occupation: Community College Staff Employer: Roanoke Chowan Community College

Business Address: 109 Community College Road Ahoskie, NC 27910

Business Phone Number: 252-862-1257 Business Fax: \_\_\_\_\_

Please list in order of preference the Boards/Commissions/Committees on which you would like to serve:

- |                     |          |
|---------------------|----------|
| 1. <u>ABC Board</u> | 3. _____ |
| 2. <u>CPTA</u>      | 4. _____ |

Qualification for specific category: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of any Bertie County Board/Commission/Committee on which you presently serve:  
Tri County Airport Authority, Mid-East Commission, CPTA Board, Lawrence Memorial Library

If reapplying for a position you presently hold, how long have you served? \_\_\_\_\_

Based on your qualifications and experiences, briefly describe why your services on this Authority/Board/Commission/Committee would be beneficial to the County:

Served Three Terms (12 years) as Bertie County Commissioner. Understand County Finance. I do believe time serving the people of Bertie County as a commissioner has afforded me the opportunity to learn a most valuable experience in learning how county government and various committees and boards function.

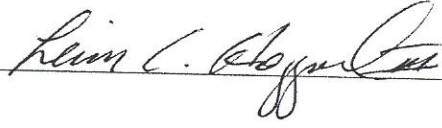
Do you have any delinquent Bertie County taxes? \_\_\_ Yes  No

Other information you consider pertinent: (i.e., education, occupational background, civic memberships, related work experiences, etc.) If necessary, you may add additional pages:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CODE OF ETHICS**

By submitting this application and by my signature below, I pledge that, if appointed, I agree to comply with the attached Code of Ethics as adopted by the Bertie County Board of Commissioners.

Date: 8/28/13 Applicant's Signature: 

Return application to:

Misty Gibbs, Assistant County Manager/Clerk to the Board  
PO Box 530  
106 Dundee Street  
Windsor, NC 27983  
Fax: (252) 794-5327  
[misty.gibbs@bertie.nc.gov](mailto:misty.gibbs@bertie.nc.gov)

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-----  
FOR OFFICE USE ONLY

Date Received: \_\_\_\_\_

Received By: \_\_\_\_\_

## Planning Board

**Immediate Vacancies:** 3

**Position Vacancy:**

| <b>Board</b>   | <b>Term</b> | <b>Name</b>    | <b>Began</b> | <b>End</b> |
|----------------|-------------|----------------|--------------|------------|
| Planning Board | 3 years     | *David Earley  | 10/3/2014    | 6/30/2015  |
| Planning Board | 3 years     | Ralph Brinkley | 6/20/2011    | 6/30/2014  |
| Planning Board | 3 years     | James Morris   | 6/20/2011    | 6/30/2014  |

**Special requirements:** N/A

**Notes:** \*Resigned. Recommendations needed to fill 3 vacancies.

**Attendance of Current Members:** N/A

**Applications Received:**

As of 5/29/2014, no new applications have been received.

**Current Members (unexpired):**

1. Carl Bond
2. Rodney Mumma
3. Nayland Collier
4. Carl Cooper

**Windsor, North Carolina**  
**May 19, 2014**  
**Regular Meeting**

The Bertie County Board of Commissioners met for their regularly scheduled meeting at 7:00PM in the Commissioners Room located at 106 Dundee Street Windsor, NC. The following members were present or absent:

Present: J. Wallace Perry, Chairman  
Charles L. Smith, Vice-Chairman  
Rick Harrell  
John Trent  
Ronald "Ron" Wesson

Absent: None

Staff Present: County Manager Scott Sauer  
Assistant County Attorney Jonathan Huddleston  
Network Administrator Scott Pearce  
Finance Director William Roberson  
Emergency Services Director Mitch Cooper  
Emergency Medical Services Director Matt Leicester

Media members present included Gene Motley of the Roanoke-Chowan News Herald.

Chairman Perry opened the meeting and thanked all of those present for their attendance.

**INVOCATION/PLEDGE OF ALLEGIANCE**

Commissioner Trent led the Invocation and Pledge of Allegiance.

**PUBLIC COMMENTS**

Mr. Woody Pierce, of Pierce Turf Management, 847 Wakelon Road, Windsor, NC was present to express his concerns that the water site mowing bids should have included spraying for weed control. His bid submitted in April included pricing for spraying as he understood the bid requirements as explained to him by Anthony Rascoe of the Maintenance Department. Mr. Pierce's bid was \$49.95 per cutting and was one of thirteen bids received. The bid approved by the Board was submitted by Mr. Ray Jones in the amount of \$38.75 per cutting. County Manager Sauer explained that he had met previously with Mr. Pierce, Mr. Rascoe and the State Pesticide Inspector to review this matter, as previously reported to the Board, and clarified that spraying was not a bid requirement for this service proposal.

There was a brief discussion with the Board and no action was taken.



## **BOARD OF EQUALIZATION AND REVIEW**

The Board convened as the Board of Equalization and Review as directed by Chairman Perry.

Members of the public that were present had no appeals to submit

Chairman Perry adjourned as the Board of Equalization and Review.

## **APPOINTMENTS**

### **Follow up visit by Dr. Ann Britt, President of Martin Community College**

Dr. Ann Britt, President of Martin Community College, was present to provide an overview of curriculum courses and continuing education programming offered at the Bertie County campus in Windsor.

President Britt also briefly reviewed the statutory provisions for the County's responsibility to maintain community college facilities and addressed the process for the Governor's appointments to the Board of Trustees.

Dr. Britt explained Martin Community College's long standing practice of ensuring that at least one trustee is a resident of Bertie County, and described the Board of Trustees Chairman's efforts to maintain this representation for Bertie County.

In addition to presenting student attendance statistics, Dr. Britt noted that the Bertie Campus includes a community room open to the public for various meetings which was utilized for 61 meetings, serving in excess of 800 people in the last twelve months.

Dr. Britt also described the bifurcated service area for Bertie County which delineates the programmatic coverage for Martin Community College and Roanoke Chowan Community College, utilizing township lines as established by the NC General Assembly. She emphasized the importance of the cooperation and respect that each college have for this system of delivering services to Bertie County.

Dr. Britt provided detailed statistics for Martin Community College and its impact on Bertie residents. She also noted the success of the college's equine program and the highlights from the first graduating class to finish the Early College program. She indicated that in the very near future, she would be seeking names for appointment to an advisory committee in Bertie County to guide the college's efforts in the County.

## **BOARD APPOINTMENTS**

There were no Board Appointments.

## **CONSENT AGENDA**

### **Approve minutes for Regular Session 5-5-2014**

Commissioner Wesson made a **MOTION** to approve the minutes with changes from the County Attorney for Regular Session 5-5-14. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

### **Accept minutes for Closed Session 5-5-14**

Vice Chairman Smith made a **MOTION** to approve the Closed Session minutes of 5-5-14 on the condition that they are not released until directed by the County Attorney. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

## **DISCUSSION AGENDA**

### **EMS Billing Recommendation by Emergency Services Director, Mitch Cooper**

Mr. Dave Pickren of Colleton Software (Tarheel Medical Billing) presented his firm's proposal based on 18 years of service in eastern North Carolina providing EMS 911 and non-emergency transport billing services.

Colleton's commitment includes 48 hour processing for all claims, monthly site visits during the initial six month service period, maintaining Medicare and Medicaid compliance and national certification for its employees.

Mr. Pickren stated his commitment to assuring annual revenue for the County totaling \$1.17 million based on 300 calls per month with a collection service fee of 5.5 percent under the proposed three year contract.

Chairman Perry asked the County Manager and Mitch Cooper for a recommendation and both concurred with the proposal terms from Colleton Software.

Commissioner Trent made a **MOTION** to approve the contract subject to review by the County Attorney. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

Matt Leicester presented a follow-up report on the equipment recently purchased at the auction, as approved by the Board last month. He noted the equipment purchased at a cost of \$11,315 had a retail value of nearly \$24,000.

Mr. Leicester also offered a resolution for consideration noting the upcoming week of May as EMS Week in order to honor emergency medical services personnel.

Commissioner Trent made a **MOTION** to approve the proposed Resolution deeming May 18<sup>th</sup>-24<sup>th</sup> as EMS Week in Bertie County. Commissioner Wesson offered **SECONDED** the motion. The **MOTION PASSED** unanimously.

### **COMMISSIONER'S REPORTS**

There were no Commissioners Reports.

### **COUNTY MANAGER'S REPORTS**

County Manager Sauer reported that the Mid East Commission's Area Council on Aging has recommended that Bertie County receive an additional grant appropriate of approximately \$27,000 in regional funds for support of aging services in Bertie County through June 30, 2014.

Sauer noted that these funds will offset capital outlay budget requests for FY 2014-2015 and will also provide \$20,000 which can be applied to the roof replacement at the Council on Aging's building.

Commissioner Trent made a **MOTION** to accept these funds to be used as outlined by the County Manager. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

County Manager reported that funding approval was secured by Economic Developer Steve Biggs from the granting agency (Roanoke Electric), which will allow the entire County to utilize remaining pilot extraction grant funds, redirecting them to the NCSU Forestry and Environmental Resources proposal to conduct a resource supply analysis at a cost of \$11,480.

Commissioner Wesson made a **MOTION** proceed as recommended by the County Manager. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

The County Manager also reminded the Board that the Pathway to Independence Program was holding a dedication ceremony on May 25<sup>th</sup> and that Reverend Vonner Horton had requested greetings be delivered by the Commissioners.

Commissioner Wesson noted that he would be in attendance and offered to bring greetings on behalf of the Board.

One additional item—Mitch Cooper reported that the State Office of Emergency Medical Services donated three heart monitors to the County last week with a value of \$100,000.

### **COUNTY ATTORNEY'S REPORT**

There were no County Attorney reports.

### **PUBLIC COMMENTS CONTINUED**

Mr. Ricky White of White Oak Medical Transport commented that the Board is moving in the right direction.

Mr. White also mentioned that there are rumors in the community that the Board may increase the annual franchise fee for non-emergency transport providers. He shared that his annual property taxes for his company total nearly \$8,000 and that he felt the franchise fee should not be increased.

There was a brief discussion with the Board, and no action was taken.

### **ADJOURN**

Chairman Perry adjourned the meeting at 8:55pm.



Bertie County Tax Department  
PO Box 527  
106 Dundee St.  
Windsor, NC 27983  
Phone: (252) 794-5310  
Fax: (252) 794-5357

May 13, 2014

William Roberson  
Bertie County Finance Officer  
Windsor, NC 27983

Dear Mr. Roberson:

Attached you will find a (1) Computer Printout and, (2) Copies of the appropriate pages of the "Error Journal" (Ledger) manually maintained in the tax office, both relative to Errors and Releases which are now ready for your approval.

The errors and releases herein are for the month of **MAY** and this request for your approval is made pursuant to "Resolution of the Board of Commissioners" dated August 5, 1985. This may also serve as your report to the Board of Commissioners required by the same "Resolution."

Respectfully Submitted,

Tax Administrator

Approved on \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_

| RLS*14*120 | DATE      | NAME                          | CODE | LEVY  | ADV | PEN  | INT | TOTAL   |
|------------|-----------|-------------------------------|------|-------|-----|------|-----|---------|
|            | 4/15/2014 | Spivey, J. L. 13A6802587024   | G01  | 32.13 | 2.5 | 0    |     | \$34.63 |
|            |           | Foreclosure, County Purchased | C08  | 5.55  |     |      |     | \$5.55  |
|            | 4/15/2014 | Lee, Clotee 13A2672.90        | G01  | 12.6  |     | 1.26 |     | \$13.86 |
|            |           | Double Listed With # 8473     |      |       |     |      |     |         |

| RLS*14*120 | DATE      | NAME                          | CODE | LEVY  | ADV | PEN  | INT | TOTAL   |
|------------|-----------|-------------------------------|------|-------|-----|------|-----|---------|
|            | 4/15/2014 | Spivey, J. L. 12A6802587024   | G01  | 29.84 | 2.5 | 0    |     | \$32.34 |
|            |           | Foreclosure, County Purchased | C08  | 5.47  |     |      |     | \$5.47  |
|            | 4/15/2014 | Lee, Clotee 12A2672.90        | G01  | 12.09 |     | 1.21 |     | \$13.30 |
|            |           | Double Listed With # 8473     |      |       |     |      |     |         |

| RLS*14*120 | DATE      | NAME                      | CODE | LEVY  | ADV | PEN | INT | TOTAL   |
|------------|-----------|---------------------------|------|-------|-----|-----|-----|---------|
|            | 4/15/2014 | Lee, Clotee 11A2672.90    | G01  | 13.03 |     | 1.3 |     | \$14.33 |
|            |           | Double Listed With # 8473 |      |       |     |     |     |         |



| RLS*14*120 | DATE      | NAME                      | CODE | LEVY  | ADV | PEN | INT | TOTAL   |
|------------|-----------|---------------------------|------|-------|-----|-----|-----|---------|
|            | 4/15/2014 | Lee, Clotee 10A2672.90    | G01  | 14.98 |     | 1.5 |     | \$16.48 |
|            |           | Double Listed With # 8473 |      |       |     |     |     |         |

| RLS*14*120 | DATE      | NAME                      | CODE | LEVY  | ADV | PEN | INT | TOTAL   |
|------------|-----------|---------------------------|------|-------|-----|-----|-----|---------|
|            | 4/15/2014 | Lee, Clotee 09A2672.90    | G01  | 14.98 |     | 1.5 |     | \$16.48 |
|            |           | Double Listed With # 8473 |      |       |     |     |     |         |

| RLS*14*120 | DATE      | NAME                      | CODE | LEVY  | ADV | PEN  | INT | TOTAL   |
|------------|-----------|---------------------------|------|-------|-----|------|-----|---------|
|            | 4/15/2014 | Lee, Clotee 08A2672.90    | G01  | 16.07 |     | 1.61 |     | \$17.68 |
|            |           | Double Listed With # 8473 |      |       |     |      |     |         |

| RLS*14*120 | DATE      | NAME                      | CODE | LEVY  | ADV | PEN  | INT | TOTAL   |
|------------|-----------|---------------------------|------|-------|-----|------|-----|---------|
|            | 4/15/2014 | Lee, Clotee 07A2672.90    | G01  | 17.24 |     | 1.72 |     | \$18.96 |
|            |           | Double Listed With # 8473 |      |       |     |      |     |         |

| RLS*14*120 | DATE      | NAME                      | CODE | LEVY  | ADV | PEN  | INT | TOTAL   |
|------------|-----------|---------------------------|------|-------|-----|------|-----|---------|
|            | 4/15/2014 | Lee, Clotee 06A2672.90    | G01  | 18.41 |     | 1.84 |     | \$20.25 |
|            |           | Double Listed With # 8473 |      |       |     |      |     |         |

| RLS*14*120 | DATE      | NAME                      | CODE | LEVY  | ADV | PEN | INT | TOTAL   |
|------------|-----------|---------------------------|------|-------|-----|-----|-----|---------|
|            | 4/15/2014 | Lee, Clotee 05A2672.90    | G01  | 10.18 |     |     |     | \$10.18 |
|            |           | Double Listed With # 8473 |      |       |     |     |     |         |

Detail Transactions by Group  
Abatement

Tax Collections  
05/13/14  
Group Number RLS\*14#120

| Seq Nbr | Date     | Account Number     | Taxbill Number | Tax Code         | Transaction Amount       | Levy Amount            | Penalty Amount       | Addl Chgs | Interest Amount | Discont Amount | Trn Check Number | Trans Rev Description |
|---------|----------|--------------------|----------------|------------------|--------------------------|------------------------|----------------------|-----------|-----------------|----------------|------------------|-----------------------|
| 1       | 04/15/14 | 12343              | 13A6802587024  | 601<br>C08<br>A0 | 32.13-<br>5.55-<br>2.50- | 32.13-<br>0.00<br>0.00 | 0.00<br>0.00<br>0.00 | 0.00      | 0.00            | 0.00           | PG4              |                       |
| ***     |          | SPIVEY, J L, HEIRS |                |                  |                          |                        |                      |           |                 |                |                  |                       |
| 2       | 04/15/14 | 12343              | 12A6802587024  | 601<br>C08<br>A0 | 29.84-<br>5.47-<br>2.50- | 29.84-<br>0.00<br>0.00 | 0.00<br>0.00<br>0.00 | 0.00      | 0.00            | 0.00           | PG4              |                       |
| ***     |          | SPIVEY, J L, HEIRS |                |                  |                          |                        |                      |           |                 |                |                  |                       |
| 3       | 04/15/14 | 2672               | 13A2672.90     | 601              | 13.86-                   | 12.60-                 | 1.26-                | 0.00      | 0.00            | 0.00           | PG4              |                       |
| ***     |          | LEE, CLOTEE L      |                |                  |                          |                        |                      |           |                 |                |                  |                       |
| 4       | 04/15/14 | 2672               | 12A2672.90     | 601              | 13.30-                   | 12.09-                 | 1.21-                | 0.00      | 0.00            | 0.00           | PG265            |                       |
| ***     |          | LEE, CLOTEE L      |                |                  |                          |                        |                      |           |                 |                |                  |                       |
| 5       | 04/15/14 | 2672               | 11A2672.90     | 601              | 14.33-                   | 13.03-                 | 1.30-                | 0.00      | 0.00            | 0.00           | PG245            |                       |
| ***     |          | LEE, CLOTEE L      |                |                  |                          |                        |                      |           |                 |                |                  |                       |
| 6       | 04/15/14 | 2672               | 10A2672.90     | 601              | 16.48-                   | 14.98-                 | 1.50-                | 0.00      | 0.00            | 0.00           | PG204            |                       |
| ***     |          | LEE, CLOTEE L      |                |                  |                          |                        |                      |           |                 |                |                  |                       |
| 7       | 04/15/14 | 2672               | 09A2672.90     | 601              | 16.48-                   | 14.98-                 | 1.50-                | 0.00      | 0.00            | 0.00           | PG170            |                       |
| ***     |          | LEE, CLOTEE L      |                |                  |                          |                        |                      |           |                 |                |                  |                       |
| 8       | 04/15/14 | 2672               | 08A2672.90     | 601              | 17.68-                   | 16.07-                 | 1.61-                | 0.00      | 0.00            | 0.00           | PG17             |                       |
| ***     |          | LEE, CLOTEE L      |                |                  |                          |                        |                      |           |                 |                |                  |                       |
| 9       | 04/15/14 | 2672               | 07A2672.90     | 601              | 18.96-                   | 17.24-                 | 1.72-                | 0.00      | 0.00            | 0.00           | PG120            |                       |
| ***     |          | LEE, CLOTEE L      |                |                  |                          |                        |                      |           |                 |                |                  |                       |
| 10      | 04/15/14 | 2672               | 06A2672.90     | 601              | 20.25-                   | 18.41-                 | 1.84-                | 0.00      | 0.00            | 0.00           | PG76             |                       |
| ***     |          | LEE, CLOTEE L      |                |                  |                          |                        |                      |           |                 |                |                  |                       |
| 11      | 04/15/14 | 2672               | 05A2672.90     | 601              | 10.18-                   | 10.18-                 | 0.00                 | 0.00      | 0.00            | 0.00           | PG64             |                       |
| ***     |          | LEE, CLOTEE L      |                |                  |                          |                        |                      |           |                 |                |                  |                       |

Detail Transactions by Group

Abatement

Tax Collections  
05/13/14  
Group Number RLS\*14\*120

| Seq Nbr | Date | Account Number | Taxbill Number | Tax Code                   | Transaction Amount | Levy Amount | Penalty Amount | Addl Chgs | Interest Amount | Discont Amount | Trn Check Cde | Trans Rev Description |
|---------|------|----------------|----------------|----------------------------|--------------------|-------------|----------------|-----------|-----------------|----------------|---------------|-----------------------|
|         |      |                |                | Tax Code Totals            | 2.50-              | 2.50-       | 0.00           | 0.00      | 0.00            | 0.00           |               |                       |
|         |      |                |                | AD*12 - ADVERT             | 2.50-              | 2.50-       | 0.00           | 0.00      | 0.00            | 0.00           |               |                       |
|         |      |                |                | AD*13 - ADVERT             | 5.47-              | 5.47-       | 0.00           | 0.00      | 0.00            | 0.00           |               |                       |
|         |      |                |                | WINDSOR                    | 5.55-              | 5.55-       | 0.00           | 0.00      | 0.00            | 0.00           |               |                       |
|         |      |                |                | WINDSOR                    | 10.18-             | 10.18-      | 0.00           | 0.00      | 0.00            | 0.00           |               |                       |
|         |      |                |                | BRT TAX                    | 20.25-             | 18.41-      | 1.84-          | 0.00      | 0.00            | 0.00           |               |                       |
|         |      |                |                | BRT TAX                    | 17.68-             | 17.24-      | 0.44-          | 0.00      | 0.00            | 0.00           |               |                       |
|         |      |                |                | BRT TAX                    | 16.48-             | 16.07-      | 0.41-          | 0.00      | 0.00            | 0.00           |               |                       |
|         |      |                |                | BRT TAX                    | 14.73-             | 14.38-      | 0.35-          | 0.00      | 0.00            | 0.00           |               |                       |
|         |      |                |                | BRT TAX                    | 43.14-             | 41.03-      | 2.11-          | 0.00      | 0.00            | 0.00           |               |                       |
|         |      |                |                | BRT TAX                    | 45.99-             | 44.73-      | 1.26-          | 0.00      | 0.00            | 0.00           |               |                       |
|         |      |                |                | Total for Group RLS*14*120 | 219.51-            | 207.57-     | 11.94-         | 0.00      | 0.00            | 0.00           |               |                       |

\*\*\*\*\* Totals By Tax Cycle \*\*\*\*\*  
Cycle Current Delinquent  
A 0.00 219.51-



# BUDGET AMENDMENT

# 14-05

|  | INCREASE  |           |                 | INCREASE  |
|--|-----------|-----------|-----------------|-----------|
| 10-6100-5695-29  | \$ 12,000 | LEGAL     | 10-0090-4991-99 | \$ 12,000 |
| TO INCREASE CADA BUDGET TO COVER IDA PROGRAM REIMBRUSEMENT               |           |           |                 |           |
| 10-0050-4839-82  | \$ 1,625  |           | 10-4950-5399-20 | \$ 1,625  |
| TO INCREASE BUDGET - FOOD PANTRY NEWSLETTER REIMBURSEMENT                |           |           |                 |           |
| 10-0025-4586-05  | \$ 3,893  |           | 10-5860-5399-10 | \$ 5,191  |
| 10-0090-4991-99  | \$ 1,298  |           |                 |           |
| TO INCREASE BUDGET FOR SR GENERAL PURPOSE MONEY                          |           |           |                 |           |
| 12-5380-5399-70  | \$ 5,963  |           | 12-0025-4531-02 | \$ 5,963  |
| INCREASE BUDGET FOR CRISIS - MONEY FROM FEDERAL GOV.                     |           |           |                 |           |
| 12-5380-5411-50  | \$ 9,234  |           | 12-0025-4586-18 | \$ 9,234  |
| TO INCREASE BUDGET FOR LOW-INCOME HOME ENERGY ASSISTANCE - (LIEAP)       |           |           |                 |           |
| 61-7111-5399-00  | \$ 2,160  |           | 61-0090-4991-99 | \$ 2,160  |
| 62-7112-5399-00  | \$ 7,020  |           | 62-0090-4991-99 | \$ 7,020  |
| 63-7113-5399-00  | \$ 5,220  |           | 63-0090-4991-99 | \$ 5,220  |
| 64-7114-5399-00  | \$ 3,600  |           | 64-0090-4991-99 | \$ 3,600  |
| TO INC CONTRACT SERVICES FOR WELL AND PUMP PERFORMANCE TEST ON ALL WELLS |           |           |                 |           |
| 10-4170-5126-00  | \$ 4,666  | ELECTIONS | 10-0090-4991-99 | \$ 4,666  |
| TO INCREASE BUDGET FOR EARLY VOTING AS MANDATED BY STATE                 |           |           |                 |           |
| 10-4310-5540-00  | \$ 22,126 | ELECTIONS | 10-0090-4991-99 | \$ 22,126 |
| TO INCREASE BUDGET TO REPLACE TOTALLED VEHICLE - SHERIFF (COX)           |           |           |                 |           |

APPROVED \_\_/\_\_/2014

North Carolina Division of Aging and Adult Services  
Home and Community Care Block Grant  
County Budget Instructions  
February 15, 2014

**I. Introduction**

This document provides time frames and instructions to counties with regards to the development, completion, and submission of the County Home and Community Care Block Grant Funding Plan. The County Funding Plan, upon review by the Area Agency on Aging, forms the basis for and becomes wholly a part of the Agreement for the Provision of County-Based Aging Services (DOA-735) between the Area Agency on Aging and the County.

**II. Purpose of Home and Community Care Block Grant**

The Home and Community Care Block Grant as authorized in G.S. 143B-181.1(a)(11), is designed to improve the planning and coordination of in-home and community based services provided to North Carolina's older adults. It is also intended to promote the visibility of aging programs at the local level by giving counties increased flexibility with respect to funding aging services available through the Block Grant.

**III. Older Americans Act Funds**

The majority of funds comprising the Block Grant are authorized by the federal Older Americans Act. Since this is the largest federal funding source that states receive to develop services and programs specifically for older adults, it is necessary to incorporate the philosophy and policies of the Older Americans Act as part of the Block Grant.

**IV. Intent of Older Americans Act**

The primary role of aging programs established with Older Americans Act funds is to develop and enhance comprehensive and coordinated community based systems of services, opportunities, and protections for older people. Community service systems are designed to assist older persons in leading independent, meaningful, and dignified lives in their own homes and communities as long as possible.

Comprehensive systems of services include:

1. access services - such as transportation, outreach, and assessment;
2. community services - such as congregate meals, education, legal services and counseling, elder abuse services, and senior center programs;
3. in-home services - such as home health, in-home aide, and

home delivered meals.

Services and programs authorized under the Older Americans Act are intended to serve all older people including those who are high risk (frail), the at-risk, and the well elderly. However, to maximize the impact of available resources, aging programs are required by federal law to target resources to those elderly in greatest social and economic need and to low income and minority older people.

Although there are federal mandates and priorities established by the Older Americans Act, the legislation provides for state and local discretion in the funding of particular services and programs. Local flexibility in decision-making is encouraged in order to take into consideration the needs of particular communities. Thus, the intent of the Older Americans Act is consistent with the purpose of the Home and Community Care Block Grant which is to foster flexibility and discretion in the decision-making process at the local level.

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**SECTION V**

**Development of the County Funding Plan**

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## V. Development of the County Funding Plan

### A. County Board of Commissioners Responsibilities

**The county board of commissioners will be responsible for the planning, coordination, and implementation of the county funding plan. Primary responsibilities are as follows:**

1. Designation of an agency or office within the county with lead responsibility for planning and coordination of the county funding plan. **The designation can be for more than one (1) year. The length of designation is at the discretion of the board of commissioners.**
2. Appointment of a committee to serve as a Block Grant Advisory Committee to the lead agency for planning and coordination in the development of the county funding plan. **The length committee members' appointment is determined by the board of commissioners.** When the area agency on aging is not designated as lead agency, an area agency representative shall be appointed to the Block Grant Advisory Committee to perform as stated in Section V(B). The Division strongly recommends that older adults comprise no less than 1/3 of Advisory Committee membership.
3. Ensuring that the county funding plan is in compliance with budgetary instructions provided by the Division of Aging and Adult Services.
4. Submission of the recommended county funding plan to the area agency on aging and entering into a grant agreement with the area agency on aging.

### B. Area Agency on Aging Responsibilities in County Funding Plan Development and Approval

The Older Americans Act requires that area agencies on aging function as public advocates in the development and enhancement of community-based aging services. In carrying out their mandated responsibilities, area agencies on aging shall serve on the Block Grant Advisory Committee as specified in Section V(A)(2). Area agencies will contribute to the development of the county funding plan as follows:

1. As necessary, train Advisory Committee members on:
  - flow of funds and budgetary requirements
  - responsibilities of the Division of Aging, area agency on aging, board of commissioners, lead agency, and advisory committee
  - service standard requirements

2. Interpret demographic information in the County Data Package and explain variations in regional and county funding from the previous year.
3. Based upon monitoring and provider performance data available through the Division of Aging Management Information System, provide analysis on provider performance, expenditures and service levels, and effectiveness of client targeting.
4. Make recommendations concerning an effective services mix and provider selection.
5. Through the compliance review, approve county funding plan submitted by the board of commissioners (See Section V(C)(10)).

**C. Key Dates and Actions Which Affect the Planning and Coordination of the County Funding Plan Are as Follows:**

1. **By March 31, 2014: County Block Grant allocations, budgeting instructions and planning data will be provided to each county by the Division of Aging and Adult Services (DAAS) and the area agency on aging. The provision of County Block Grant allocations on the aforementioned date is contingent upon the award of full federal fiscal year Older Americans Act funding to the Division of Aging and Adult Services. Counties are advised to base any preliminary HCCBG services planning on current year funding levels.**
2. **By March 31, 2014: Chairman of the board of commissioners notifies the agency or office with lead responsibility for planning and coordinating the county funding plan and appoints County Block Grant Advisory Committee. *(This is done only when lead agency designation changes from the previous year. The length of advisory committee members' appointment is at the discretion of the board of commissioners.)***

a) Agency or Office with Lead Responsibility for Funding Plan Criteria

1. The county manager's office, a public human services agency, a private nonprofit human services agency, or the Area Agency on Aging may be designated as the agency or office with lead responsibility for the funding plan.
2. Primary lead responsibilities are as follows:

- Directing the work of the Block Grant Advisory Committee in order to assure community input into the county funding plan.
- By April 30, submit county funding plan information to the County Budget Officer. At a minimum, the County Budget Officer must be provided with the amount of Block Grant funding and required local match for each service to be funded to meet requirements of G.S. 159-10.
- Ensuring that the approved funding plan meets all requirements as specified by the Division of Aging and Adult Services, and submitting the funding plan, as recommended by the county board of commissioners, to the area agency by June 30.

3. Block Grant Advisory Committee Criteria

4. The advisory committee must represent a broad range of aging interest in order to effectively build local consensus on the county funding plan. A viable committee will not be viewed as being predisposed to supporting particular providers or favoring specific interests. Representation should include the following:
  - area agencies on aging must be represented as specified in Section V(B) of these instructions
  - aging service providers (public, private nonprofit, and for-profit)
  - local elected officials and civic leaders
  - older consumers (the Division of Aging strongly recommends that older consumers comprise 1/3 of the Advisory Committee membership)
5. The committee shall function as a resource to the lead agency by obtaining input from provider interests, older consumers and their families and, providing consensus on the contents of the funding plan.

3. **March 31, 2014-April 30, 2014: The agency or office with lead responsibility for the funding plan, in conjunction with the Block Grant Advisory Committee, will submit the county funding plan information to the County Manager and County Budget Officer, as required by G.S. 159-10.**

The agency or office with lead responsibility for the funding plan coordinates community input into the funding plan through the Block Grant advisory committee and assumes responsibility for ensuring that the County Funding Plan meets all requirements specified by the Division of Aging prior to approval by the Board of Commissioners. By April 30,

the County Budget Officer must be provided with, at a minimum, the amount of Block Grant funding and required local match for each Block Grant service. While the Home and Community Care Block Grant allocations to counties do reflect Older Americans Act mandates through the provision of minimum budget requirements for in-home, access, congregate nutrition and home delivered nutrition services, considerable flexibility is given in establishing aging services in the county. As indicated in the instructions for the Provider Services Summary (DOA-732), nine (9) services are classified as in-home and four (4) are classified as access. Approximately seventy percent (70%) of most counties' Block Grant funding is not associated with minimum budget requirements; therefore, discretion in budgeting these funds lies entirely within the county. Counties may fund any of the sixteen (16) allowable services listed in the instructions for the Provider Services Summary (DOA-732) with funding not associated with minimum budget requirements.

- 4. April 30, 2014: County commissioners or the agency or office with lead responsibility for the Funding Plan works with the Block Grant Advisory Committee and the area agency on aging to identify Block Grant Services to be procured by the area agency on aging on behalf of the County.**

This notification is provided when the funding plan is submitted to the County Budget Officer and allows Area Agencies the opportunity to prepare and initiate the procurement process. Area Agencies may be designated in the notification to purchase services on behalf of the County. Area agencies that are identified in the funding plan as direct service providers must obtain a waiver from the Division of Aging as required by the Older Americans Act. This notification is contingent upon approval of the county funding plan by the board of commissioners.

- 5. No later than June 30, 2014: A county funding plan, as recommended by Chairman of the board of commissioners shall be submitted to the area agency for review for compliance with Division of Aging and Adult Services budgeting requirements.**
- 6. June 25, 2014: The Division of Aging and Adult Services issues Notification of Grant award to the area agency on aging.**
- 7. June 30, 2014: The area agency enters into grant agreement with the County for the provision of aging services specified in the funding plan.**

If the area agency review of the county funding plans is incomplete or county funding plans do not meet requirements, the Area Agency shall attach a condition to the grant agreement indicating that the agreement is entered into pending approval of the county funding plan for procedural compliance by the area agency. The condition shall also state any procedural deficiencies found in the county funding plan.

- 8. July 31, 2014: The area Agency completes the compliance review.**



The Area Agency review shall ensure that:

- a) allocated minimum budget amounts have been met or agree minimum budget amounts negotiated by the area agency or authorized by the Division of Aging.
- b) The total county Block Grant allocation is utilized and not exceeded.
- c) Funding plan documents are accurate and complete, including signatures and dates.

**9. If, after the initial allocation, additional services funding becomes available, area agencies will allocate funding to counties on the basis of county equity funding plans specified in the area plan. The Division of Aging and Adult Services shall provide allocation notifications to the Chairman, boards of county commissioners and county managers, with a copy to the area agency directors.**

*Date: Availability of additional Block Grant funding.*

The Division of Aging and Adult Services will issue instructions for budgeting additional services funding that becomes available after the initial Block Grant allocation has been made or after county funding plans and Grant Agreements have been completed. Counties will have full discretion in budgeting additional allocations for any allowable Block Grant Service that meets the legislative intent of the funding.

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**SECTION VI**

**Instructions for Completion of County Funding Plan**

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## **Instructions for Completion of County Funding Plan**

The County Funding Plan Consists of the Following Documents:

Identification of Lead Agency or Office with Lead Responsibility for County Funding Plan (DOA-730)

County Services Summary (DOA-731) Lead Agency or Office

Provider Services Summary (DOA-732) Community Service Provider  
(This format is also used for making revisions to county funding during the state fiscal year.)

Service Cost Computation Worksheet (DOA-732A)

Labor Distribution Schedule (DOA 732A1)

Methodology to Address Service Community Service Provider  
Needs of Low-Income Minority  
Elderly (DOA-733)

Community Service Provider Community Service Provider  
Standard Assurances (DOA-734)

The County Funding Plan is based on a twelve (12) month funding cycle from July 1 through June 30 of the applicable State Fiscal Year.

**All formats are available through the Division of Aging and Adult Services' website at [www.ncdhhs.gov/aging](http://www.ncdhhs.gov/aging) . In the website, access *County Budget Instructions for the Home and Community Care Block Grant* under the Topic Index.**

**VI. Instructions for Completion of the County Funding Plan.**

**A. Instructions for Completion of County Funding Plan Documents by the Lead Agency or Office.**

**1. Identification of Agency or Office With Lead Responsibility for County Funding Plan (DOA-730)**

The completion of this document 1) identifies the agency or office with lead planning and coordination responsibilities, and 2) recommends the funding plan to the Board of Commissioners.

**Step 1:** Complete the DOA-730

**2. County Services Summary (DOA-731)**

This form is applicable when more than one (1) community service provider is designated in the County Funding Plan and will be completed by the lead agency or office for planning and coordination. Service information from each Provider Service Summary (DOA-732) will be compiled on the County Services Summary form for each service provided through the Block Grant. The Block Grant funding amounts and local match requirement specified on the form will reflect budgetary instructions and allocation levels issued to the county by the Division of Aging.

**Step 1:** Complete the DOA-731

**B. Instructions for Completion of County Funding Plan Documents by the Community Service Provider.**

**1. Provider Services Summary (DOA-732)**

This form will be completed by each community service provider and submitted to the lead agency. Community service providers designated in the County Funding Plan shall be public or private nonprofit agencies or organizations, except when through a procurement process, a for-profit organization receives a contract to provide aging services. When local service providers, as designated in the County Funding Plan are procuring contractual services, they will follow their own procurement procedures. These providers need to make certain that their procedures are not in conflict with requirements of 45 C.F.R. Part 92, Section 36. Counties may delegate any procurement responsibilities to their area agency on aging. **This format is also used for making revisions to county funding during the state fiscal year.**

Funding amounts shall be rounded to the nearest whole dollar, not to exceed available funding. Lead agencies may designate an Area Agency as a community service provider only when the Area Agency has received a waiver from the Division of Aging to directly provide aging services. The instructions for the DOA-732 are as follows:

**Step 1:** All services to be provided through the Block Grant shall be listed in the Services column. The following services may be provided with Home and Community Care Block Grant funding. Uniform service standards have been developed for each of these services and are specified in the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Service Provider, Section 3.

|                          |                                 |
|--------------------------|---------------------------------|
| Adult Day Care*          | Housing and Home Improvement    |
| Adult Day Health*        | Information and Case Assistance |
| Care Management          | Health Screening                |
| In-Home Aide**           | Institutional Respite Care      |
| Congregate Nutrition     | Mental Health Counseling        |
| Home Delivered Meals     | Senior Companion                |
| Home Health              | Transportation                  |
| Senior Center Operations | Group Respite Care              |
|                          |                                 |

\*Effective 7/1/94, the basis for reporting Adult Day Care and Adult Day Health Care units of service will change. Service units will be reported for all enrollees based on the number of days they are scheduled to attend through the client care plan, instead of reporting units of service based on days of actual attendance. Two (2) units of service cannot be reported for the same enrollee space on the same day. When an enrollee is absent for 10 consecutive days, units for the person will no longer be reported until such time the person returns.

\*\*In-Home Aide-Level II providers must have the capacity to provide Personal Care and Home Management services either directly or through contract. The appropriate level(s) (I, II, III or IV) for In-Home Aide services shall be provided on the DOA-732 form. Multiple levels of In-Home Aide services are to be listed as separate services.

**Step 2:** The method of Service Delivery by the community service provider, either Direct or Purchased, shall be indicated for each listed service. When purchasing any services, community service providers will use procurement procedures which do not conflict with requirements specified in the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Services Providers, Section 2.

**Step 3:** Services information descriptions are as follows:

A. **Block Grant Funding** will be categorized as follows:

| <b><u>Access</u></b>        | <b><u>In-Home</u></b>    |
|-----------------------------|--------------------------|
| Care Management             | Adult Day Care           |
| Information/Case Assistance | Adult Day Health         |
| Outreach                    | Home Health              |
| Transportation              | Housing/Home Improvement |
|                             | In-Home Aide Level I     |
|                             | In-Home Aide Level II    |
|                             | In-Home Aide Level III   |
|                             | In-Home Aide Level IV    |
|                             | Senior Companion         |

All other services will be classified as **Other**. Block Grant funding categories must be developed in compliance with budgeting instructions issued to the County by the Division of Aging. The Area Agency must approve county funding levels for access, in-home, congregate nutrition and home delivered nutrition services which are below budget minimums provided in the county budget instructions. The amount entered equals line I.A on the Service Cost Computation Worksheet (DOA-732A).

**Special Note Concerning Bid Bonds:** The Division of Aging has had discussions with the Department of Administration, Division of Purchase and Contract concerning bid bonds for goods and services procurement. While there is no prohibition on requiring bid bonds, the Division of Purchase and Contract does not consider them appropriate for the procurement of goods and services and recognizes that bid bonds may unnecessarily restrict competition. Entities involved in services procurement are requested to take this into consideration when making decisions concerning bid bonds.

B. **Required local match** will be computed on the basis of 10 percent of the net service cost. The local match requirement is computed by dividing the amount of Block Grant funding by 90 percent to determine the net service cost. The difference between the Block Grant funding amount and the net service cost is the amount of required local match. An example is as follows:

\$50,000 (In-Home Aide Block Grant funding)  
 / 90%  
 \$55,556 (net service cost)  
 -50,000  
 \$5,556 (required local match)

The amount entered equals line 1.B on the Service Cost Computation Worksheet (DOA-732A).

- C. **Net service cost** reflects the sum of the Block Grant funding and required local match. **The amount entered equals line I.C on the Service Cost Computation Worksheet (DOA-732A).**
- D. **Nutrition Services Incentive (NSIP) Program Subsidy** is the amount of reimbursement paid to the provider through the area agency for the provision of congregate and home delivered meals. The entitlement is calculated on the basis of a reimbursement per meal x the number of planned meals (units) for the grant period. The NC Division of Aging establishes the meal reimbursement rate based upon anticipated NSIP funding through the Administration on Aging. **The SFY 14-15 rate will be \$.75 per meal**, unless further notice is received from the Division of Aging and Adult Services. The amount entered equals line I.D on the Service Cost Computation Worksheet (DOA-732A).
- E. **Total Funding** represents the sum of columns C and D.
- F. **Projected HCCBG Units** will be specified for services that base reimbursement on the number of service units delivered. These services are as follows:

|                      |                            |
|----------------------|----------------------------|
| Adult Day Care       | In-Home Aide               |
| Adult Day Health     | Institutional Respite Care |
| Congregate Nutrition | Senior Companion           |
| Home Delivered Meals | Transportation             |
|                      | Home Health                |

The number of units stated equals those stated on line III.C of the Service Cost Computation Worksheet (DOA-732A). Unit definitions are provided in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers, Section 3.

- G. **Projected Net Unit Cost** is calculated by dividing column C by column F. This amount will equal line III.B.5 on the Service Cost Computation Worksheet (DOA-732A).
- H. **Projected Clients** reflects the estimated number of unduplicated persons to be served. **When revisions are made to funding levels during the fiscal year, corresponding revisions must be made to projected clients, where appropriate.**

I. **Total Projected Units** are the total number of units estimated to be provided through the resources identified in Section I of the Service Cost Computation Worksheet (DOA-732A). The number of units will equal the number stated on line III.F of the Worksheet. The total number of projected units is being provided for informational purposes only and is not associated with reimbursement through the Home and Community Care Block Grant.

**Step 4: Net service costs for adult day care and adult day health care,** as specified in column C, will be itemized on the Provider Services Summary form. This itemization will be determined as follows:

**Daily care** is the direct cost of providing care to a client for one day. Effective July 1, 2006, the maximum daily care rate for **adult day care** will be **\$33.07**. The maximum daily care rate for **adult day health care** will be **\$40.00**. The total cost of daily care equals the number of projected units x an amount not to exceed \$33.07 and \$40.00, respectively.

**Transportation** represents the cost of providing transportation for clients to and from **adult day care and adult day health care facilities**. Effective July 1, 1998, the maximum rate for transporting a client one-way will not exceed \$1.50. The maximum daily reimbursement rate will not exceed \$3.00. Transportation is included in the unit costs for adult day care and adult day health care services and is not reimbursed separately. Note that maximum rates for transportation are not affected by the increase in daily care rates in 2006.

**Additional instructions for transportation as of SFY 11-12:** The requirements for the unbundling of optional transportation from daily care for adult day care and adult day health are stated in **Administrative letter 10-09**. Please read this letter prior to budgeting for any adult day services transportation. The letter is posted on the DAAS website with the county budget instructions for the Home and Community Care Block Grant.

**Administration** represents all other cost associated with the provision of the adult day care service.

The itemized **Total** will equal the amount of net service cost specified in column C.

*The maximum daily care and transportation rates for adult day care and adult day health care do not automatically justify increases in unit rates. The projected costs for providing these services must be reasonable and accurately stated on the Service Cost Computation Worksheet (DOA-732A).*

**Step 5:** The county finance officer will certify that the community



service provider or the contracted provider has budgeted local resources to meet the local matching requirements specified on the Provider Services Summary and that the required local match will be expended simultaneously with Block Grant funding.

**Step 6:** The authorized representative of the community service provider and the Chairman of the Board of Commissioners will affirm the information on the Provider Services Summary by their signatures.

The Service Cost Computation Worksheet (DOA-732A) provides for budgeting projected program income and units to be provided with program income. The regulations implementing the Older Americans Act (45 C.F.R. 1321.67) require that earned program income be used to expand services through the federal "addition" method of accounting for program income. The "addition" method is federally mandated to create expansion of services through the utilization of earned program income, since federal and state funds are limited and cannot meet service demands. As specified in the Health and Human Services Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (45 C.F.R. 92.25), the "addition" method requires that program income be added to funds committed through a grant agreement and subtracted from program reimbursement as it is earned. Service expansion occurs when the level of service exceeds the net service cost stated in Column D of the DOA-732. For example, an in-home aide, level I service is budgeted for \$50,000 in federal and state Block Grant funding and required local match and earns \$3,500 in program income, the sum of net service cost and earned program income must be \$53,500 for the provider to earn all of the net service cost in column D of the DOA-732 form. The reporting of earned program income is discussed in Section 3 of the Home and Community Care Block Grant Procedures Manual for Community Service Providers.

## **2. Service Cost Computation Worksheet (DOA-732A) and Labor Distribution Schedule (DOA-732A1)**

The Service Cost Computation Worksheet and Labor Distribution Schedule have been in use since SFY 98-99. All service providers have had the opportunity to receive Division of Aging training on the development and use of these formats. The division arranges on going training through area agencies on aging. The purpose of these formats is to:

- 1) encourage service providers to recognize common funding streams and more accurately determine the actual cost of providing services; and,
- 2) to allow lead agencies, Block Grant advisory committees, and other aging interests to be more informed concerning the cost of providing community based aging services.

***All providers of Home and Community Care Block Grant services must have a method to project service costs based on projected revenues and expenditures. HCCBG providers will utilize the DoA 732A Service Cost Computation Worksheet and DoA 732A1 Labor Distribution Schedule, or comparable formats, to develop HCCBG unit and non-unit costs.***

***These formats will accompany the applicable County Services Summary (DoA-731) or Provider Services Summary (DoA-732) provided to HCCBG lead agency and will be available to area agency upon request.***

***While it is important to recognize the cost of services and to take measures to receive adequate reimbursement, it is imperative that services costs be reasonable and justifiable and, when possible, that services to existing clients are continued and expanded to address waiting lists.***

Computerized formats of the Service Cost Worksheet (DOA-732A), Labor Cost Distribution Schedule (DOA-732A1), and accompanying instructions are available through each of the area agencies on aging. Both formats are Excel 5.0. These formats are available on the Division of Aging website at [www.ncdhhs.gov/aging](http://www.ncdhhs.gov/aging). In the website, access *County Budget Instructions for the Home and Community Care Block Grant* under the Topic Index.

**3. Methodology to Address Service Needs of Low-Income ( Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Speaking Proficiency (DOA-733)**

This narrative shall be completed by each community service provider. As required in Section 305(a)(2)(E) of the 2006 Amendments to the Older Americans Act, Area Agencies will set specific objectives in the Area Plan for providing services to older individuals with the greatest economic or social needs. The narrative provided on the DOA-733 will support the outreach and targeting objectives established by the Area Agency. The Area Agency will provide lead agencies with specific objectives for outreach and targeting in time for County Funding Plans to meet completion deadlines. Regarding elderly with limited English proficiency, the narrative can reference coordination efforts that are already taking place with local non-profit organizations that serve immigrant communities, local public health outreach programs, and county dss refugee and immigrant assistance programs.

**Step 1:** Complete the DOA-733.

**4. Community Service Provider Standard Assurances (DOA-734)**

**Step 1:** Assure compliance through authorized signature.



## BERTIE COUNTY

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 WINDSOR, NORTH CAROLINA  
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**BOARD OF COMMISSIONERS**  
 J. WALLACE PERRY, Chairman  
 CHARLES L. SMITH, Vice-Chairman

JOHN TRENT  
 RONALD "RON" WESSON

**ADMINISTRATIVE STAFF**  
 SCOTT SAUER, County Manager  
 SARAH SEREDNI, Clerk to the Board

### Appendix G

#### **RESOLUTION ADOPTING AGREEMENT BETWEEN BERTIE COUNTY AND THE COUNTY WATER DISTRICTS**

WHEREAS, there are four (4) County Water Districts within the County of Bertie including District I Water and Sewer District, District II Water and Sewer District, District III Water and Sewer District, District IV Water and Sewer District,; and

WHEREAS, it is the desire of the County and the above-named Water Districts to provide a cost efficient method for the administration, operation, maintenance and expansion of water services to each of the Districts; and

WHEREAS, the adoption and approval of the attached Agreement between Bertie County and the Water Districts would accomplish such end; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Bertie and by the Board of Commissioners sitting as the governing body of the County Water Districts named above, that:

1. The attached agreement is hereby approved on behalf of the County and the County Water Districts and that the Chairman of the Board of Commissioners is authorized to sign such Agreement on behalf of the County and each Water District.

Duly adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2014, upon motion made by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_ and adopted by the following vote:

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Absent \_\_\_\_\_

COUNTY OF BERTIE

BY: \_\_\_\_\_  
**Wallace J Perry**, Chairman of the Board  
and the governing body of the above-  
named Water Districts of Bertie County

ATTEST:

\_\_\_\_\_  
**Sarah M. Seredni**, Clerk to the Board and the  
above-named Water Districts of Bertie County

STATE OF NORTH CAROLINA

COUNTY OF BERTIE

AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between BERTIE COUNTY, a body politic and corporate, (herein "County"), DISTRICT I WATER AND SEWER DISTRICT OF BERTIE COUNTY (herein "District I"), DISTRICT II WATER AND SEWER DISTRICT OF BERTIE COUNTY (herein "District II"), DISTRICT III WATER AND SEWER DISTRICT OF BERTIE COUNTY (herein "District III"), DISTRICT IV WATER AND SEWER DISTRICT OF BERTIE COUNTY (herein "District IV"), and DISTRICT V WATER AND SEWER DISTRICT OF BERTIE COUNTY (herein "District V"); DISTRICT I, DISTRICT II, DISTRICT III, DISTRICT IV, and DISTRICT V herein being collectively referred to as "Districts";

ARTICLE I

AUTHORITY

1

Without limitation, the following portions of the General Statutes of North Carolina are recited herein as authority for this Agreement:

1.

"PUBLIC ENTERPRISES II

(CHAPTER 153A, ARTICLE 15)

( a )

N.C.G.S. §153A-274. PUBLIC ENTERPRISE

DEFINED. As used in this Article, "public

enterprise" includes:

- (1) Water supply and distribution systems.
- (2) Wastewater collection, treatment and disposal systems of all types. .

( b )

N.C.G.S. §153A-275. AUTHORITY TO OPERATE PUBLIC ENTERPRISES.

"(a) A county may acquire, lease as lessor or lessee, construct, establish, enlarge, improve, extend, maintain, own, operate, and contract for the operation of public enterprises in order to furnish services to the county and its citizens . . .

(b) A county may adopt adequate and reasonable rules to protect and regulate a public enterprise belonging to or operated by it. The rules shall be adopted by ordinance . . . ." (Emp. Add.)

( c )

N.C.G.S. §153A-277. AUTHORITY TO FIX AND ENFORCE RATES.

"(a) A county may establish and revise from time to time schedules of rents, rates, fees, charges, and penalties for the use of or the services furnished by a public enterprise. Schedules of rents, rates, fees, charges, and penalties may vary for the same class of service in different areas of the county and may vary according to classes of service, and different schedules may be adopted for service provided outside of the county . . . ." (Emp.Add.)

( d ),

N.C.G.S. §153A-278. JOINT PROVISION OF ENTERPRISORY SERVICES.

"Two or more counties, cities, or other units of local government may cooperate in the exercise of any power granted by this Article according to the procedures and provisions of Chapter 160A, Article 20, Part 1."

2.

"INTERLOCAL COOPERATION"

(CHAPTER 160A, ARTICLE 20, PART

1)

( a )

N.C.G.S. §160A-460. DEFINITIONS.

Part "The words defined in this section shall have the meanings indicated when used in this

;

(1) "Undertaking " means the joint exercise of two or more units of local government, or the contractual exercise by one unit for one or more other units, of any power, function, public enterprise, right, privilege, or immunity of local government.

(2) "Unit" or "unit of local government" means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Part 4 of this Article, or other local political sub-division, authority, or agency of local government." (Emp. Add.)

( b )

N.C.G.S. §160A-461. INTERLOCAL COOPERATION AUTHORIZED.

"Any unit of local government in this State and any one or more other units of local government in this State or any other state (to the extent permitted by the laws of the other state) may enter into contracts or agreements with each other in order to execute any undertaking. The contracts and agreements shall be of reasonable duration, as determined by the participating units, and shall be ratified by resolution of the governing board of each unit spread upon its minutes." (Emp. Add.)

3.

"COUNTY WATER AND SEWER DISTRICTS" (CHAPTER 162A, ARTICLE 6)

( a )

N.C.G.S. §162A-88. DISTRICT IS A MUNICIPAL CORPORATION.

"The inhabitants of a county water and sewer district created pursuant to this Article are a body corporate and politic by the name specified by the board of commissioners. Under that name they are vested with all the property and rights of property belonging to the corporation; have perpetual succession; may sue and be sued; may contract and be contracted with; may acquire and hold any property, real and personal, devised, bequeathed, sold, or in any matter conveyed, dedicated to, or otherwise acquired by them, and from time to time hold, invest, sell, or dispose of the same; may have a common seal and alter and renew it at will; may establish, revise and collect rates, fees or other charges and penalties for the use of or the services furnished or to be furnished by any sanitary sewer system, water system or sanitary sewer and water system of the district; and may exercise those powers conferred on them by this Article." (Emp. Add.)

( b )

N.C.G.S. §162A-89. GOVERNING BODY OF DISTRICT; POWERS.

"(a) The board of commissioners of the county in which a county water and sewer district is created is the governing body of the district."

( c )

N.C.G.S. §162A-90. BONDS AND NOTES AUTHORIZED.

"A county water and sewer district may from time to time issue general obligation and revenue bonds and bond anticipation notes pursuant to the Local Government Finance Act, for the purposes of providing sanitary sewer systems or water systems or both.

A county water and sewer district may from time to time issue tax and revenue anticipation notes pursuant to Chapter 159, Article 9, Part 2."

4.

"COUNTY PROPERTY"

(CHAPTER 153A, ARTICLE 8, PART I)

N.C.G.S. §153A-165. LEASES.

"A county may lease as lessee, with or without option to purchase, any real or personal property for any authorized public purpose. ...."

ARTICLE

II

RECITAL

§

The following recitals are herewith set forth as statements of existing facts and are hereby incorporated as substantive parts of this Agreement;

1 .

The parties to this Agreement are "units of local government" and the subject matter of this agreement is an "undertaking" pursuant to the provisions of N.C.G.S. §160A-460.

2 .

The Districts are county water and sewer districts created by the Board of Commissioners of Bertie County pursuant to the provisions of Chapter 162A, Article 6 of the General Statutes of North Carolina.

3.

Each of the Districts has, pursuant to N.C.G.S. §162A-90, issued bonded indebtedness , said indebtedness having been approved by the North Carolina Local Government Commission pursuant to the North Carolina Local Government Finance Act.

4 .

Each of the Districts was successful in acquiring financial assistance from the United States Department of Agriculture, Rural Utilities Service, among others, to construct water systems and/or wastewater collection, treatment and disposal systems.



5.

None of the Districts currently employ personnel or have any means to administer the ongoing operations and maintenance of their systems.

6 .

The County currently administers the operations of each of the Districts and attempts to allocate costs of administration in an equitable and pro-rata basis among the Districts; however, the costs of administration by the County require it to separate operating costs for each of the Districts and that such separation and current manner of operation is unduly complex, cumbersome, duplicative and inefficient.

7 .

The Board of Commissioners of Bertie County, as commissioners of Bertie County and as the governing body of each of the Districts has caused an analysis of the advisability, feasibility and legality of consolidating the operations of the Districts and, after due and diligent consideration has, in the exercise of their best judgment, determined that it is in the best interest of each District as well as the efficient use of County resources to administer the operations and maintenance of the Districts by consolidating the operations and management as herein defined and agreed.

### ARTICLE III

#### CREATION OF LEASEHOLD INTEREST

Each of the Districts, as lessors, by the execution of this Agreement, does hereby lease to County, as lessee, and County by the execution of this Agreement, does hereby lease from each of the Districts, upon the terms and conditions herein set forth, all of each District's right, title and interest in and to all water lines, wells, pumps, and appurtenances thereto owned by any of said Districts and does hereby further lease unto County, as lessee, all of its right, title and interest in and to any and all real estate now owned by or hereafter acquired by each of the Districts. It is the intent and purpose of this Agreement that each of the Districts does hereby lease to County, as lessee, and County does hereby accept, as lessee, all of the real and personal property of each of the Districts, subject to the terms and conditions as herein set forth.

ARTICLE IV

TRANSFER OF

ASSETS

Each of the Districts does hereby transfer unto County all of its right, title and interest in and to all cash, accounts receivable, contract rights or other intangibles, to have and to hold the same according to the terms and conditions as set forth herein. In addition, County agrees to assume the payment of all accounts payable, cash deposits on hand and any other contract obligation of each of the Districts, excluding specifically, however, the assumption and payment of any bonded or other indebtedness currently payable to any banking institution for funds received for the construction, operation or maintenance of improvements within any District.

ARTICLE V

OBLIGATIONS OF COUNTY

As consideration for the lease and transfer of each District's interest as hereinabove set forth, County agrees to:

1 . .

Through the Bertie County Department of Public Utilities ("Utility Department") the County will administer all operations and maintenance of the water and, to the extent applicable, wastewater systems within each District. In so doing, County agrees that, at a minimum, the current level of service provided to each District will be maintained.

2 .

Establish and revise from time to time schedules of rates, fees, charges, and penalties for the use of or the water and sewer services furnished and to bill and collect same. It is agreed that any and all funds collected by the Utility Department shall be collected and maintained as separate water and sewer enterprise funds and will not be commingled with the general funds of the County but used solely for the operation and management of the water and sewer enterprises.

Funds collected by the Utility Department shall be separated into a water enterprise fund and a wastewater enterprise fund so that funds received for water services will be used exclusively for the operation, maintenance and extension of water services and funds collected by the Utility Department for wastewater services will be used exclusively for the operation, maintenance and extension of wastewater services.

3 .

Deliver to each District or its designee for payment, on a timely basis, funds sufficient to pay when due all principal and interest payments on each District's current indebtedness.

## ARTICLE VI

### COMPLIANCE WITH INTERLOCAL COOPERATION STATUTES

In compliance with N.C.G.S., Chapter 160A, Article 20, Part 1, it is herein specified:

1.

#### PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide a cost efficient method for the administration, operation, maintenance and expansion of water and, where applicable in a District providing such, wastewater services to each of the Districts through the Bertie County Department of Public Utilities.

2.

#### DURATION OF THE AGREEMENT

The duration of this Agreement as it relates to any individual District shall be for so long as such District has outstanding any indebtedness which has been issued under the North Carolina Local Government Finance Act.

3.

#### APPOINTMENT OF PERSONNEL

The personnel necessary to carry out the provisions of this Agreement and undertaking shall be appointed by the Bertie County Department of Public Utilities, subject to the approval of the Bertie County Board of Commissioners.

4.

#### METHOD OF FINANCING THE AGREEMENT

The financing of this undertaking shall be by the enterprise funds received for the provision of water and wastewater services as specified in this Agreement and the apportionment of costs and revenues shall be by the Board of Commissioners of Bertie County.

5.

#### OWNERSHIP OF REAL PROPERTY

Any real property owned or acquired by any District during the term of this Agreement shall be and remain the property of the District owning or acquiring such, subject to the leasehold interest of the County as hereinabove specified in Article III.

Upon expiration of this Agreement between County and any of the individual Districts pursuant to the provisions of Articles VI and VII, the ownership of any real property currently owned or acquired during the term hereof shall be transferred to the County by special warranty deed pursuant to the provisions of Article VII.

6.

#### AMENDMENTS

This Agreement may be amended by written agreement between the County and any individual District who is or may become a party hereto as to any matters between the County and such individual District; however, no amendment affecting any District who does not agree or consent to such amendment shall be effective as to any such non-consenting District.

7.

#### TERMINATION

This Agreement shall be terminated as to any individual District by an agreement in writing between the County and such terminating District; however, the termination as to any such District shall not affect any non-terminating District.

Notwithstanding anything to the contrary herein contained, this Agreement shall be terminated as to any individual District at such time as such District has no outstanding indebtedness issued pursuant to the North Carolina Local Government Finance Act.

#### ARTICLE VII

##### OPTION TO PURCHASE

Each District hereby grants to the County an option to purchase for the sum of One Dollar (\$1.00) all of the real and personal property owned by the District upon the termination of the lease as herein specified and the termination of this Agreement pursuant to the provisions of Article VI. Transfer shall be by special warranty deed and appropriate bill of sale.

Upon termination of this Agreement and acquisition by the County of the properties of the Districts as herein specified, County agrees to continue to provide the services as specified herein at the existing levels of service and as the same may be expanded in the future.

## ARTICLE VIII

### NEW

### DISTRICTS

Any new water and sewer district which may be formed in Bertie County pursuant to the provisions of Chapter 162A, Article 6 of the General Statutes of North Carolina shall be made a party to this Agreement upon formation of such District.

## ARTICLE IX

### NON-APPROPRIATION BY COUNTY

Nothing in this Agreement shall be construed as obligating the County, either expressly or by implication, to exercise its power to levy taxes either to make payments to the District under this Agreement or to pay any judgment entered as a result of the County's breach of this Agreement. Nothing herein contained shall be construed either expressly or by implication as a pledge of the taxing power or full faith and credit of the County for the performance of this Agreement. County shall not be obligated to appropriate County funds for the obligation incurred hereunder except those water and sewer enterprise funds as herein specified.

IN TESTIMONY WHEREOF, the parties hereto have set their hand and seal by resolutions duly adopted by the governing board of the County and the Districts all on the day and year first above written.

COUNTY OF BERTIE

BY: \_\_\_\_\_  
**J. Wallace Perry**, Chairman Board of  
Commissioners

ATTEST

\_\_\_\_\_  
**Sarah M. Seredni** , Clerk

DISTRICT I WATER AND SEWER DISTRICT  
OF BERTIE COUNTY

BY: \_\_\_\_\_  
**J. Wallace Perry**, Chairman of the Bertie  
County Board of Commissioners sitting  
as the governing body of the  
District I Water District of Bertie  
County

ATTEST:

\_\_\_\_\_  
**Sarah M. Seredni** , Clerk

DISTRICT II WATER AND SEWER DISTRICT  
OF BERTIE COUNTY

BY: \_\_\_\_\_  
**J. Wallace Perry**, Chairman of the  
Bertie County Board of Commissioners  
sitting as the governing body of the  
District II Water and Sewer District of  
Bertie County

ATTEST:

\_\_\_\_\_  
**Sarah M. Seredni**, Clerk

DISTRICT III WATER AND SEWER DISTRICT  
OF BERTIE COUNTY

BY: \_\_\_\_\_  
**J. Wallace Perry**, Chairman of the Bertie  
County Board of Commissioners sitting  
as the governing body of the  
District III Water and Sewer District of  
Bertie County

ATTEST:

\_\_\_\_\_  
**Sarah M. Seredni**, Clerk

DISTRICT IV WATER DISTRICT  
OF BERTIE COUNTY

BY: \_\_\_\_\_

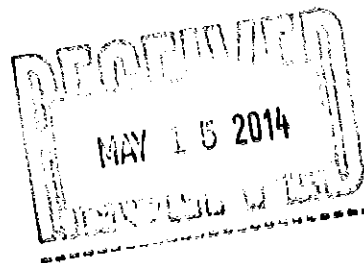
**J. Wallace Perry**, Chairman of the Bertie  
County Board of Commissioners sitting  
as the governing body of the  
District IV Water  
District of Bertie County

ATTEST:

\_\_\_\_\_  
**Sarah M. Seredni**, Clerk

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county water districts 5-9-2014.docx





## MEMORANDUM

### ELECTION OF SECOND VICE PRESIDENT

**To:** County Board Chairpersons, Parish Presidents, Borough Mayors,  
County Judges, Elected County Executives and County Clerks  
**From:** Linda Langston, NACo President  
**Date:** May 5, 2014  
**Subject:** Voting Credentials – 2014 Annual Conference

NACo is preparing for the 79th Annual Conference to be held July 11-14, 2014, in Orleans Parish, LA. It is important that your county participates in the association's annual election of officers and policy adoption. In order to participate, a county must have paid its membership dues and have one paid registrant for the conference, according to NACo bylaws.

Please read the enclosed information carefully. Indicate on the credentials form the name of the county voting delegate and alternate authorized to pick up your county's voting materials.

A checklist is enclosed to assist you in filling out the voting credentials form. Additionally, the chief elected official of your county must sign the form. A chief elected official may include the following:

- board chair/president
- mayor
- county judge
- elected county executive

*Please fill out this form in advance and mail, fax or scan and e-mail the enclosed form by FRIDAY, JUNE 13.*

If no one from your county is planning to register for the conference, you do not have to turn in the credentials form.

Alex Koroknay-Palicz - Fax (202) 393-2630

Credentials Committee  
Attn: Alex Koroknay-Palicz  
National Association of Counties  
25 Massachusetts Ave, NW, Suite 500  
Washington, DC 20001

AKPalicz@naco.org

Membership Coordinator, Alex Koroknay-Palicz, can be reached at 888.407.NACo (6226) x291, his direct line at 202.942.4291 or [akpalicz@naco.org](mailto:akpalicz@naco.org). We look forward to seeing you in Orleans Parish!

## 2014 General Voting Frequently Asked Questions

### **On what issues or for which candidates do counties/parishes/boroughs vote?**

Counties vote on resolutions that set NACo legislative and association policy for the coming year. Delegates also elect NACo officers for the coming year. The position of second vice president is usually the one position that is contested.

### **How can my county vote?**

A county must be a NACo member "in good standing" in order to vote. This means your county's dues for 2014 must be paid before the voting occurs. **Also, the county must have at least one paid registration for the annual conference and have proper credentials.**

### **What are credentials?**

Credentials attest to a county's eligibility to vote. Credentials contain information on the number of votes a county is eligible to cast, as well as the identity of the delegate that is authorized to cast the county's vote.

### **How is the credentials form distributed?**

The form is mailed to the clerk and chief elected official of member counties so that the county can provide the name of the voting delegate to NACo. Conference registrants will receive an e-mail with a link to the credentials form as well. Only counties that have paid their 2014 NACo dues will receive a credentials form. This form is mailed in May. Please return this form by Friday, June 13, 2014.

### **Why did I receive a credentials form?**

You are receiving this form because you are the chief elected official at your county, your county's clerk, or you registered for the 2014 NACo Annual Conference. If you wish to vote, please bring the credentials form to your chief elected official to fill out and return to us. Please see this packet for more instructions on the form.

### **My county has misplaced the credentials form. What should I do?**

The credentials form will be available in the Elections and Voting Credentials section of the NACo website ([www.naco.org/credentials](http://www.naco.org/credentials)) shortly after it is mailed. A member login is required to download and print the form. After you download, print, and fill out the form correctly, you can return it to NACo. Please call Alex Koroknay-Palicz at 888.407.NACo (6226) x291 if you need assistance.

### **If my county is not registering for the Annual Conference, does my county have to send in the credentials form?**

No. Only counties who register are able to vote. Please do not return the credentials form to the NACo office if your county does not plan to register for the Annual Conference.

### **What is a voting delegate?**

A voting delegate is someone authorized by your county/parish/borough board to pick up a ballot and cast your county's votes at the annual conference. The delegate must have a paid registration to the conference.

### **Who may be a voting delegate?**

Any elected or appointed official or staff member from your county/parish/borough may be a voting delegate. That decision is up to your county board.

### **What is an alternate?**

An alternate is another elected or appointed official or staff member from the county delegated by the county to pick up and cast its ballot. The alternate must have a paid registration to the conference.

- The delegate OR alternate listed on the credentials form may pick up your county's ballot.

**How does NACo determine the number of votes each county receives?**

The number of votes is determined by the amount of dues a county pays. Dues are based on population. All counties are entitled to at least one vote. Members with more than \$499 in dues are entitled to one additional vote for each additional \$500 in dues or fraction thereof paid in the year the meeting is held.

- Counties with dues of \$400 to \$499 receive one vote.
- Counties with dues of \$500 to \$999 receive two votes.
- Counties with dues of \$1000 to \$1,499 receive three votes, and so on.
- The maximum number of votes a county can receive is 121.

**My county has 10 votes. How can our 25 commissioners divide or share the votes?**

That is up to your county. NACo has no rule as to how counties decide to allocate their votes. Counties may split their vote amongst the candidates running for second vice president if it is desired.

**I've heard the term "unit vote" used. What is that?**

Some states, by custom or policy, cast all of their votes as a block or "unit." State associations typically have a meeting before the election to determine how they will handle the voting process.

- Check with your state association regarding the time, date and location of this meeting.
- NACo bylaws permit each county to cast its vote as it chooses. Your county does not have to vote with your state association should you so choose.

**When does the voting take place?**

This year's election will be held on Monday, July 14, 2014 at 10:30 a.m. at the NACo Annual Business Meeting.

**How does the voting occur?**

Votes are cast by state, not by state association. Counties from a state sit together as a delegation. The reading clerk will call out states at random. A state appointed representative will approach the microphone and call out that state's vote. This will continue until one of the candidates has a majority (fifty percent plus one – 50% + 1) of the total number of votes being cast. Voting may still continue after the fifty percent plus one mark has been reached.

**What is a roll call?**

Roll call is a way of voting for NACo resolutions to be passed. If a roll call is necessary, the names of the states will be read out in alphabetical order by the reading clerk. A state appointed representative will approach the microphone and call out that state's vote as "yes" or "no." A weighted vote will be used. This will continue until all votes have been cast.



## GROUND LEASE AND EASEMENT AGREEMENT

This GROUND LEASE AND EASEMENT AGREEMENT (this "Ground Lease"), is dated as of ~~December 31~~October 24, 2013 ("Effective Date") between the TOWN OF WINDSOR and BERTIE COUNTY, bodies politic, organized and existing under the laws of the State of North Carolina (collectively referred to as "Owner") and WINDSOR COOPER HILL SOLAR, LLC, a Delaware limited liability company ("Tenant").

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, hereby agree as follows:

1. **Definitions.** For all purposes of this Ground Lease the following terms shall have the meanings assigned to them in this Article 1, and include the plural as well as the singular. Capitalized terms used in this Ground Lease and not defined herein shall have the meaning given in the Option to Lease entered into by and between the Owner and Tenant's predecessor in interest, Sunenergy1, LLC and dated September 26, 2013.

1.1 "Affiliate" means, when used with reference to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. For purposes of the foregoing, "control", "controlled by" and "under common control with" with respect to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, partnership interests or by contract or otherwise.

1.2 "Business Day" means any day other than Saturday or Sunday or a legal holiday observed by the State of North Carolina.

1.3 "Casualty" means any loss or destruction of or damages to the Facility or the Site resulting from any act of God, fire, explosion, earthquake, accident or the elements, whether or not covered by insurance and whether or not caused by the fault or negligence of either Party, or such Party's employees, agents, contractors, or visitors.

1.4 "Closing" has the meaning set forth in Section 23.2.

1.5 "Commercial Operation Date" means the date upon which Tenant notifies Owner that the Facility is commercially operational.

1.6 "Environmental Laws" means any federal, state or local law, code, statute, ordinance, rule, regulation, rule of common law, guideline or informal policy position, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material; or any substances or mixture of any Hazardous Materials regulated thereunder, now or hereafter enacted or promulgated (collectively, and including, without limitation, any such laws which require notice of the use, presence, storage, generation, disposal or release of any Hazardous Materials to be provided to any party), including, but not limited to, the following: the Comprehensive Environmental Response, Compensation and Liability Act, as now or hereafter amended (42 U.S.C. Section 9601, et seq.); the Hazardous Materials Transportation Act, as now or hereafter amended (49 U.S.C. Section 1801, et seq.); the Resource Conservation and Recovery Act, as now or hereafter amended (42 U.S.C. Section 6901, et seq.); and any so-called "Superfund" or "Superlien" law,

or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material; or any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended (15 U.S.C. Section 2601 et seq.); and any "toxic pollutant" under the Clean Water Act, as now or hereafter amended (33 U.S.C. Section 1251 et seq.); and any hazardous air pollutant under the Clean Air Act, as now or hereafter amended (42 U.S.C. Section 7901 et seq.).

1.7 "Environmental Liability" means any action, lawsuit, claim or proceeding (including claims or proceedings at common law or under the Occupational Safety and Health Act or similar laws relating to safety of employees) arising under or related in any way to the Environmental Laws or which seeks to impose liability for (a) noise; (b) pollution or contamination of the air, surface water, ground water or land or the clean-up of such pollution or contamination; (c) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal or transportation; (d) exposure to or contamination by Hazardous Materials; (e) the safety or health of employees or (f) the manufacture, processing, distribution in commerce or use of Hazardous Materials. An "Environmental Liability" includes a common law action, whether direct or indirect, as well as a proceeding to issue, modify or terminate an Environmental Permit, or to adopt or amend a regulation to the extent that such a proceeding attempts to redress violations of an applicable permit, license, or regulation as alleged by any governmental authority.

1.8 "Environmental Permit" means any permit, license, approval or other authorization under any applicable Environmental Laws.

1.9 "Facility" means a solar photovoltaic electric generating facility or facilities and related Utilities, improvements, equipment, facilities, appurtenances and other improvements existing on the Effective Date and/or to be developed, constructed, owned, operated and maintained on the Site and the Easement Areas, including but not limited to all structures, machinery, equipment, meters, fixtures, interconnections, ancillary equipment and materials, and all additions, expansions and modifications thereto as may be located on the Site and the Easement Areas.

1.10 "Force Majeure" means all events beyond the control of the Party affected, including without limitation flood, earthquake, storm, lightning, fire, explosion, war, riot, civil disturbances, strikes, and sabotage.

1.11 "Hazardous Materials" means any flammable, reactive, explosive, corrosive or radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials, wastes or substances, exposure to which is prohibited, limited or regulated by a federal, state, county, regional or local authority, or any Environmental Laws including, but not limited to, asbestos, PCBs, petroleum products and by-products, hazardous air pollutants, or any substance identified, defined or listed as a "toxic pollutant," "hazardous wastes," "hazardous materials," "hazardous substances," "toxic substances," "pollutant or contaminant," "hazardous chemical," or any hazardous air pollutant, or similarly identified in, pursuant to, or for purposes of, any Environmental Laws.

1.12 "Lease Year" means each consecutive 12 month period during the Term commencing with the first day of the first full calendar month following the Rent Commencement Date (or if the Rent Commencement Date shall occur on the first day of a

calendar month, commencing on the Rent Commencement Date) and ending on the last day of the calendar month completing such 12 month period.

1.13 "Official Records" means the Official Records of Bertie County, North Carolina.

1.14 "Owner's Parties" means Owner, its officers, directors, partners, members, affiliates, lenders, employees, shareholders, attorneys, lessees (other than Tenant), sublessees, licensees, invitees, contractors, subcontractors, consultants, agents and any of their respective successors and assigns.

1.15 "Party" or "Parties" means Owner and/or Tenant, as applicable.

1.16 "Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, estate, unincorporated organization or other business entity, or any governmental authority.

1.17 "Release" means any release, pumping, pouring, emptying, injecting, escaping, leaching, dumping, seepage, spill, leak, flow, discharge, disposal or emission of a Hazardous Material whether on, under or migrating to or from the property of any Party.

1.18 "Rent Commencement Date" means the date that Tenant obtains its Power Purchase Agreement or the Effective Date, whichever date occurs first. The Effective Date is the first day after the expiration of the 120-day Initial Option Period contemplated in the Option to Lease or, if extended, the expiration of any Additional Option Period(s) or upon Tenant's written notice of its election to lease, which date shall be inserted into the first paragraph of the Agreement.

1.19 "Rent Payment Term" means the period of time commencing with the Rent Commencement Date and expiring at the end of the Term.

1.20 "Site" means the property described on Exhibit A attached hereto together with all improvements located thereon as of the Effective Date.

1.21 "Tenant's Parties" means Tenant, its officers, directors, partners, members, affiliates, lenders, employees, shareholders, attorneys, lessees, sublessees, licensees, invitees, contractors, subcontractors, consultants, agents and any of their respective successors and assigns.

1.22 "Transfer" means a transfer or conveyance of Owner's interest in (i) the Site, (ii) the Easements and/or (iii) this Ground Lease.

1.23 "Utilities" means the services and related improvements, equipment and facilities necessary for the operation of the Facility, including, but not limited to, natural gas, electrical power, water, storm water, sanitary sewer, roads, telephone and telecommunication services, improvements, equipment and facilities.

## **2. Site Preparation; Lease; Term.**

2.1 Site Preparation. Tenant agrees to clear, grub, and rake the Property. The cost of this land clearing work, minus \$15,000.00, will be treated as prepayment of the Lease. Tenant shall be responsible only for the basic site preparation of clearing, grubbing, and

raking, and only the cost of clearing, grubbing and raking will be considered as prepayment of the Lease. The cost of leveling, grading, mucking, filling, seeding or any other additional site preparation will not be considered as prepayment of the Lease. Tenant will be responsible for compliance with any local, state or federal rules or regulations regarding site work, including but not limited to water quality and air quality regulations. The work will be completed within a reasonable time after commencement, weather permitting. Tenant will not have to pay rent for the time period that is prepaid. That time period is calculated by taking the cost of clear, grub and rake, subtracting \$15,000.00, and then dividing by both the rental obligation for that lease term and the acreage being leased. If the resulting number of months includes a fraction of a month, then the rent paid for that fraction of a month will be pro-rated. Tenant will not allow any liens to be placed on the Site as the result of land clearing activities. Tenant will post a sufficient payment bond to assure payment of its contractor and subcontractors.

2.2 Lease of Site. Term Owner hereby leases the Site to Tenant, and. Tenant hereby leases the Site from Owner, upon the terms and conditions hereof, for a term which shall commence on the Effective Date, and expire on the date that is fifteen (15) years after the Commercial Operation Date (the "Initial Term"); provided, that upon not less than 180 days written notice (a "Renewal Notice") to Owner prior to the expiration of the then expiring term, Tenant may elect to extend the term of this Lease for a period of five (5) years (the "First Renewal Term"), followed by up to two additional period(s) of five (5) years each (the "Second Renewal Term" and "Third Renewal Term", respectively, and, together with the First Renewal Term and the Initial Term, collectively, the "Term"), with each such renewal term commencing on the expiration of the then expiring term and continuing for the period specified in such Renewal Notice delivered by Tenant.

2.3 Termination Right. In the event of a condition outside of Tenant's reasonable control that prevents or materially and adversely affects Tenant's ability to use or operate any Facility located on the Site for the purposes of generating or selling electricity, Tenant shall notify Owner ("Tenant's Notice") of the same and the Parties shall meet and discuss whether there is any commercially feasible alternative for Tenant to maintain its operations on the Property. If the Parties, each negotiating in good faith, cannot come to a mutually satisfactory agreement within sixty (60) days following the date of Tenant's Notice, then Tenant may, at any time following such date, elect to terminate this Ground Lease with respect to all or a portion of the Site by giving Owner not less than one hundred twenty (120) days notice of such termination ("Tenant's Election"). In the event Tenant elects to terminate this Ground Lease with respect to a portion of the Site, Tenant's Election shall contain a description of the portion of the Site for which Tenant intends to continue this Ground Lease and the Parties shall enter and execute with due diligence an Amendment to this Ground Lease in order to effectuate any revision to this Ground Lease that is required as a result of Tenant's Election. Upon the effective date of any such termination with respect to all of the Site, this Ground Lease shall terminate and neither Party shall have any further obligations under this Ground Lease, except as specifically set forth herein. If Tenant elects to terminate this Agreement, it will not be entitled to reimbursement for any of its land clearing costs.

2.4 Conditions Precedent. It shall be a condition precedent to Owner's obligations hereunder that (a) Owner shall have complied with the provisions of N.C.G.S. § 160A-269 and 160A-272, which require that the Owner, which is a public body, publish a notice of the offer and allow 10 days for upset bids, (b) Tenant shall have executed an agreement with Owner providing for the interconnection of the Facility with the electric distribution system of Owner, and (c) Tenant shall have executed a Purchase Power Agreement.



3. **Severance.** The Parties agree that all improvements at any time constructed by or for Tenant on the Site or within any Easement Area, whether prior to the Effective Date or after the same, and all equipment at any time acquired by or for Tenant and located on the Site or within any Easement Area, including (without limitation) all improvements and equipment comprising the Facility, are hereby severed by agreement and intention of the Parties and shall remain severed from the Site and any Easement Area, shall be considered with respect to the interests of the Parties hereto as the sole and exclusive property of Tenant or a Financing Party designated by Tenant, and, even though attached to or affixed to or installed upon the Site or within an Easement Area, shall not be considered to be fixtures or a part of the Site or such Easement Area and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Site or any Easement Area by Owner. Except as specifically provided for herein and except for property tax liens, Owner waives any rights it may have under the laws of the State of North Carolina arising under this Ground Lease or otherwise to any lien upon, or any right to distress or attachment upon, or any other interest in, any item constituting part of the Facility or any other equipment or improvements constructed or acquired by or for Tenant and located on the Site or within any Easement Area. Upon the termination of this Lease, and subject to any amendment or extension to this Lease, and except as Owner may otherwise elect as described in Article 6 below, Tenant shall remove any and all of the aforesaid improvements and equipment and restore the Property to its original condition as of the time of the execution of this Lease.

4. **Rent; Tenant Costs.**

4.1 **Rent.** During the Rent Payment Term, Tenant shall pay annual rent ("Base Rent"), in advance, to Owner commencing on the Rent Commencement Date and on each anniversary of the Rent Commencement Date thereafter (each such payment date, a "Rent Payment Date"). During the Initial Term and commencing on the Rent Commencement Date, Base Rent shall be in the amount of Three Hundred and No/100 Dollars (\$300.00) per acre of the Site per year, payable annually in advance. During the First Renewal Term, Base Rent shall be in the amount of Three Hundred Fifty and No/100 Dollars (\$350.00) per acre of the Site per year, payable annually in advance. During the Second Renewal Term, Base Rent shall be in the amount of Three Hundred Fifty and No/100 Dollars (\$350.00) per acre of the Site per year, payable annually in advance. During the Third Renewal Term, Base Rent shall be in the amount of Three Hundred Fifty and No/100 Dollars (\$350.00) per acre of the Site per year, payable annually in advance. The acreage of the Site shall be as determined by Tenant's survey (the "Survey") of the Site and any applicable Easement Areas.

4.2 **Interest.** Any monetary payment due Owner hereunder not received on or before such payment is due, other than late charges, not received by Owner within 10 Business Days after Tenant receives notice from Owner that such payment shall be due shall bear interest from the due date until the date paid. The interest charged shall be equal to the lesser of 10% per annum or the maximum rate allowed by law.

4.3 **Tenant Costs.**

(a) Tenant covenants and agrees to pay any personal property taxes or special assessments, if any, that may be levied or assessed against any improvements, or other personal property, situated on the Property, water and sewer rents/charges, liens, utilities charges, insurance and other costs which the Owner would not incur but for this Agreement that are due and payable during the Term hereof and are at any time imposed or levied against the Facility, the Easement Area or the Site, directly to the agency, entity,

municipality or other party charged with collection of same. In the event Tenant fails to make any such payment when due, Owner may in its sole discretion pay the same on behalf of Tenant, and the same shall be due to Owner as repayment in which event Owner shall have the right, after ten (10) days Notice to Tenant, to charge Tenant interest thereon beginning ten (10) days from the date of such Notice as provided in Section 4.2.

(b) Tenant will furnish to Owner, upon request once per year, a proof of payment of all items referred to in Section 4.3(a) that are payable by Tenant; provided, that Tenant will in addition furnish to Owner proof of payment of any taxes or payments in lieu thereof and proof of payment of insurance premiums promptly after demand therefor.

5. **Further Assurances.** Owner and Tenant shall conduct good faith negotiations with due diligence and upon reasonable terms concerning any further instruments and documents, including, without limitation, a shared facilities agreement, if reasonably necessary, and take any further action that may be reasonably necessary to effectuate the purposes and intent of this Ground Lease. To such end, Owner and Tenant shall conduct good faith negotiations with due diligence and upon reasonable terms concerning any nonexclusive easements and rights-of-way in, to, over, under and across the Site and/or adjacent lands owned or controlled by Owner, and any improvements thereon, as the Parties mutually determine may be necessary or desirable in connection with the development, construction, ownership, operation, maintenance and expansion of the Facility (the "Operational Easements") as well as a solar skyway easement (the "Solar Skyway Easement" (the Operational Easements and the Solar Skyway Easement herein collectively referred to as the "Easements", each also herein sometimes referred to as an "Easement"), which Easements shall burden real property owned or controlled by the Owner (the "Easement Areas"). All Easements shall (a) be non-exclusive, (b) be co-terminous with the Term hereof (as the same may be extended), (c) be appurtenant to the Site, benefit and run with the Site and burden and run with the Easement Areas, and (d) require Tenant to bear the cost of restoring the condition of the Easement Area after the exercise of any rights of access under such Easement. Without limiting the generality of the foregoing, Owner acknowledges and agrees that Tenant may request Easements for solar skyway protection, construction laydown areas, pedestrian and vehicular ingress, egress and access, parking and circulation, electrical distribution lines, water lines, fire lines, gas lines, storm drainage, sewer lines, telephone lines, fiber optic lines, and other or associated Utilities, facilities and/or equipment serving the Facility and/or the Site. Upon reaching mutual agreement concerning any such request, the Parties shall execute one or more easement agreements reflecting the certain of the Operational Easements in substantially the form of attached Exhibit B, and a Solar Skyway Easement in substantially the form of Exhibit C, which easement agreements shall be recorded in the Official Records at Tenant's expense. Owner shall not grant or convey any easement or other interest that, if used or enjoyed in accordance with its terms, would interfere with Tenant's operation, use and enjoyment of the Facility, the Site, and/or the Easements. If there are any mortgages, deeds of trust or other security interests with respect to the Site and/or any Easement Area(s), within 30 days after Tenant's written request, Owner shall obtain a commercially reasonable subordination, non-disturbance and attornment agreement, in a form provided by and satisfactory to Tenant from any lender or beneficiary which provides, among other things, that Tenant's occupancy or use of the Easements in accordance with the terms of the applicable easement agreement will not be disturbed.

6. **Surrender of Site.** Upon expiration of the Term, any termination of this Ground Lease, and any termination of this Ground Lease with respect to any portion of the Site and/or Easement Areas (collectively referred to in this Article 6 as "Termination"), Owner

shall have the right to require Tenant to remove so much of said Facility and any other improvements located upon the Site or Easement Areas that are subject to such Termination as Owner may elect. Owner shall provide Tenant written notice of said election ("Owner's Election") within sixty (60) days of such Termination. Notwithstanding anything herein to the contrary, however, in the event Tenant elects to terminate all or any portion(s) of the Site or the Easement Areas under the terms of Article 2, Tenant shall be entitled to retain title to and shall remove all of its Facility and other improvements and personal property located within such areas as to which the Ground Lease and/or any Easement is terminated, and Owner shall not be entitled to elect to take title to same. Within one hundred eighty (180) days of Owner's Election, Tenant shall commence to decommission, dismantle, and remove the Facility and any other improvements and all other property of Tenant located upon the Site or Easement Areas ("Tenant Removal Obligations") that Owner is not entitled to take title to and return such applicable portions of the Site and Easement Areas to their condition as of the Effective Date to the extent reasonably practical,. In this regard, Tenant shall repair any damage to, and remove any debris placed upon, Owner's property arising out of or related to such removal or Tenant's use of the Site and Easement Areas and shall complete such Tenant Removal Obligations within ninety (90) days of commencement of the work, or such other period of time as may be agreed to by Owner. Owner hereby grants to Tenant and Tenant's Parties a license to enter upon the Site and the Easement Areas to perform the activities required to be performed by Tenant pursuant to this Article 6, which license shall be effective commencing upon the date of Termination and shall terminate upon the date on which such Tenant Removal Obligations are complete. Failure by Tenant to perform the above Tenant Removal Obligations within said period shall entitle Owner to perform said Tenant Removal Obligations including sale or disposal of the Facility, fixtures, personal property and any other improvements remaining on the Site or Easement Areas and recover all of its costs and expenses in doing so from Tenant. Owner will provide written notice to Tenant of Owner's election to commence Tenant Removal Obligations under this Article 6 at least Twenty (20) days prior to commencing any Tenant Removal Obligations During the period of surrender, all provisions of this Ground Lease except for Article 4 regarding Rents and Tenant Costs, shall remain in full force and effect until that time that Tenant's Removal Obligations are complete and the Site has been fully surrendered in accordance with this Article 6.

7. **Nontermination.** Except as specifically provided for in this Ground Lease, this Ground Lease shall not terminate, nor shall Tenant's interest in the Site, the Easements, or the Facility be extinguished, lost, conveyed or otherwise impaired, or be merged into or with any other interest or estate in the Site, the Easement Areas or any other property interest, in whole or in part, by any cause or for any reason whatsoever.

8. **Possession and Quiet Enjoyment.** As long as no Tenant Event of Default under this Ground Lease has occurred and is continuing beyond any applicable cure period, Owner covenants and agrees that Tenant shall enjoy quiet possession of the Site and the Easements without any disturbance from Owner or any person claiming by or through Owner. With the exception of property tax liens, Owner will not permit or suffer to exist any mortgage, deed of trust, or other encumbrance on or against the Facility, the Site or the Easement Areas without Tenant's prior written consent, which will not be unreasonably withheld. Upon either Party's discovery of any such lien, such Party shall (a) promptly give written notice thereof to the other Party, and (b) Owner shall cause the same to be discharged of record or deliver to Tenant, within 30 days after the date Owner receives notice of filing of the same, appropriate security for payment, either by payment, deposit or bond. If Owner shall fail to discharge any such lien(s) within such period, in addition to any other rights or remedy hereunder, Tenant may, but shall not be obligated to, procure the discharge of the same either by paying the

amount claimed to be due by deposit in court or bonding. Any amount so paid or deposited by Tenant, and all costs and other expenses related thereto, including reasonable attorneys' fees, in defending any action or in procuring the discharge of such lien, with all necessary disbursements in connection therewith, together with interest thereon at the prime interest rate of Bank of America, N.A., or its successor, plus 4% per annum (subject to and limited by applicable usury laws) from the date of payment or deposit, until repaid to Tenant, shall be payable by Owner to Tenant upon demand,

**9. Use of Site; Development of Facility.**

9.1 Use. During the Term, Tenant shall have exclusive use of the Site. Tenant may use the Site and the Easement Areas only for purposes related to due diligence investigations and studies related to the construction and operation of the Facility, and the construction, use, operation, repair, ownership, replacement, expansion, modification, upgrade or maintenance of the Facility.

9.2 Construction of the Facility. Tenant shall determine whether and when to construct (or cause the construction of) the Facility on the Site and within the Easement Areas in its sole discretion, however, in any event, Tenant shall complete construction of the Facility within two (2) years of the Effective Date of this Ground Lease. Failure to construct the Facility within the prescribed time constitutes a Default under this Ground Lease and will be subject to Article 13 herein. Should Tenant seek to obtain any permits, licenses, exemptions or certifications in connection with the Facility, Owner agrees to cooperate fully and promptly with Tenant in such efforts. To the extent permitted by law, all permits, licenses, exemptions and certifications for the construction of the Facility shall be in the name of and for the benefit of Tenant or a party designated by Tenant. Owner has no obligation to upgrade, update, expand, replace, make additions to, or otherwise modify the Facility.

9.3 Maintenance. During the Term, Tenant shall be responsible for the general maintenance of the Site, and the Easement Areas, in a good condition and in accordance with prudent industry standards given the permitted use hereunder, which maintenance shall include the planting as well as maintenance of a low growth ground cover on the Site and mowing as may be reasonably required.

9.4 Environmental.

(a) Tenant shall operate the Facility in compliance with all Environmental Laws relative to the Facility and shall identify, secure and maintain all required governmental permits and licenses as may be necessary for the Facility. All required governmental permits and licenses issued to Tenant and associated with the Facility shall remain in effect or shall be renewed in a timely manner, and Tenant shall comply and cause all third parties to comply therewith. All Hazardous Substances handled, generated or used on the Facility, the Easement Area or the Site will be managed, transported and disposed of in a lawful manner. Tenant shall not knowingly permit the Facility, the Easement Area or the Site or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Substances, except in such amounts as are ordinarily used, stored or generated in similar projects, or otherwise knowingly permit the presence of Hazardous Substances in, on or under the Facility, the Easement Area or the Site in violation of any applicable law.

(b) Tenant shall promptly provide Owner with copies of all forms, notices and other information received by or on behalf of Owner concerning any releases, spills or other incidents relating to Hazardous Substances or any violations of Environmental Laws at or relating to the Facility, the Easement Area or the Site upon discovery of such releases, spills or other incidents, when received by Tenant from any government agency or other third party or when and as supplied to any government agency or other third party. Prior to undertaking any actions or remediation relating to or concerning any matter or incident set forth in the preceding sentence, Tenant shall provide Owner with its remediation or other plan of action to remedy such matter or incident and obtain Owner's written consent, which consent shall not be unreasonably withheld so long as such actions or remediation by Tenant would not potentially have a material adverse long-term or short-term effect on the Facility, the Easement Area or the Site, or any parcels adjoining the Facility, the Easement Area or the Site.

## 10. Insurance.

10.1 Coverage. As to all activities hereunder, the following insurance shall be obtained and maintained in force during the Term by Tenant.

(a) Commercial General Liability. Commercial General Liability insurance including, but not limited to, coverage for premises/operations, explosion, collapse and underground hazards, products/completed operations, property damage and bodily injury providing for minimum limits of \$1,000,000.00 for bodily injury, including death, and property damage, arising from any one occurrence, and a \$2,000,000.00 aggregate limit. This commercial general liability policy shall include Owner as additional insured.

(b) Workers' Compensation Insurance. Workers' Compensation insurance or qualified self-insurance in accordance with State and Federal laws including statutory North Carolina benefits and other states' endorsement covering loss resulting from injury, sickness, disability or death; and Employer's Liability insurance or self-insurance with limits of not less than \$100,000.00 each accident or disease or the minimum limit necessary to meet the underlying requirements of the excess liability carrier, but in no event less than \$500,000.00 bodily injury by disease policy limit.

(c) Hazard Insurance. Hazard insurance (with standard deductibles, in Tenant's discretion) insuring the Facility, the Easement Area and the Site for fire, casualty and extended coverage in any event in amounts not less than one hundred percent (100%), of then repair and replacement cost of the Insurable Property, with commercially reasonable deductibles. Replacement cost values should be determined annually by a method acceptable to the insurance company providing coverage, provided that independent appraisals are conducted at least every five years by an appraiser. The overall property limit at the outset should include coverage for increased cost of construction, demolition and contingent liability from operation of building laws.

(d) Flood Insurance. Flood insurance if at any time the Facility, the Easement Area or the Site are located in any federally designated "special hazard area" (including any area having special flood, mudslide and/or flood-related erosion hazards, and shown on a Flood Hazard Boundary map or a Flood Insurance Rate Map published by the Federal Emergency Management Agency as Zone A, AO, AI-30, AE, A99, AH, V0, V1-30, VE, V, M or E) in an amount equal to the full replacement cost or the maximum amount then



available under the National Flood Insurance Program; A portion of the Property is currently located in a federally designated "special hazard area".

(e) Contractor's Insurance. During any construction periods, builder's risk coverage in amounts appropriate for the construction work undertaken.

(1) Tenant shall require any contractor (or subcontractor thereof) or professional to carry commercial general liability, auto liability, workers compensation insurance with the scope of coverage and other provisions as described above. Such general liability and auto liability coverages shall include Tenant and Owner as additional insureds. Tenant shall obtain and keep on file certificates of insurance which show that the contractor or subcontractor is so insured.

(f) Professional Services Insurance. Tenant shall require any architect, engineer, or other person or entity providing professional services to Tenant and/or employed in connection with the maintenance of the Facility, the Easement Area or the Site, or in the construction of the Facility, to carry professional liability (errors and omissions) insurance in an amount not less than (a) \$1,000,000 with respect to any person or entity providing professional services in connection with the Facility, the Easement Area or the Site, and (b) following final completion of the Facility, such amount as Owner may reasonably require after consultation with Tenant, taking into account the cost of the improvements being constructed at the Facility, the Easement Area or the Site. Tenant shall obtain and keep on file certificates of insurance which show that the architect, engineer or other such professional is so insured.

(g) In addition to notifying its insurer(s) in accordance with each policy, Tenant shall provide prompt written Notice to Owner as soon as reasonably possible of any accident or loss relating to the Facility, the Easement Area or the Site described herein likely to exceed \$25,000.

(h) Policy Terms. The liability policy described above (a) shall be primary, without right of contribution from any other insurance which may be carried by Owner, and (b) shall include Owner, as an additional insured to the extent of the acts or omissions of Tenant with respect to liability coverage.

10.2 Certificates. Prior to commencement of construction of the Facility and upon any policy renewal or replacement, Tenant shall provide Owner hereto with written evidence of the insurance required in Section 10.1(a) - (c) above in the form of appropriate insurance certificates specifying amounts of coverage and expiration dates of all policies in effect. Each policy shall provide that it is not subject to cancellation except after thirty (30) days following notice to Tenant. Tenant shall provide thirty (30) days notice to Owner prior to the expiration of any such policy.

10.3 Waiver of Subrogation. All policies obtained hereunder shall have a provision waiving rights of subrogation by the insurer against Owner.

11. Damage or Destruction of Facility. If the Facility or any part thereof is damaged or destroyed by any Casualty, all insurance proceeds related thereto shall be the property of Tenant and Tenant shall have the right, but not the obligation, to repair and restore the Facility or to construct and operate such new facility as it deems appropriate except that Tenant shall clear the debris of casualty and restore the Easement Area and the Site to a sightly, safe condition within a reasonable period not to exceed one hundred eighty (180) days

after casualty. If the Facility is damaged or destroyed and Tenant elects not to repair or restore the Facility or to construct a new facility, Tenant shall have the right to terminate this Ground Lease, by giving thirty (30) days written notice of termination to Owner. If Tenant exercises its termination right as provided in the preceding sentence, Tenant shall surrender the Site and the Easement Areas as provided in Article 6 above. All insurance proceeds shall be and remain the property of Tenant.

## **12. Indemnity and Liens.**

### **12.1 General.**

(a) Tenant. Tenant shall indemnify, defend and hold Owner and Owner's Parties harmless from any and all claims, losses, expenses, liabilities, actions, suits, or judgments for personal injury or property damage, including those of third parties (collectively, "Losses") by reason of, resulting from, whether directly or indirectly, or arising out of or related to (i) Tenant's or Tenant's Parties' ownership, operation, use or maintenance of the Facility, the Easement Areas or the Site; (ii) the negligence or willful misconduct of Tenant or any Tenant Party in connection with the transactions contemplated by this Ground Lease; (iii) any release of Hazardous Materials on the Site caused or permitted by Tenant or any Tenant Party; or (iv) any environmental claim from a third party with regard to a violation or alleged violation of any Environmental Laws by Tenant or any Tenant Party.

(b) Owner. Owner shall indemnify, defend and hold Tenant and Tenant's Parties harmless from any and all Losses to the extent arising prior to or after the Effective Date by reason of, resulting from, whether directly or indirectly, or arising out of or related to (i) Owner's or Owner's Parties' ownership, operation, use or maintenance of the Site or any of the Easement Areas; (ii) the negligence or willful misconduct of Owner or any Owner Party in connection with the transactions contemplated by this Ground Lease; (iii) the inaccuracy of any representation or warranty of Owner contained in this Ground Lease; (iv) any release of Hazardous Materials on the Site or any of the Easement Areas caused or permitted by Owner or any Owner Party; or (v) any environmental claim from a third party with regard to a violation or alleged violation of any Environmental Laws by Owner or any Owner Party.

(c) The provisions of this Section 12.1 shall survive the expiration or termination of the Term, and, as to Owner's obligation to indemnify, defend, and hold Tenant and Tenant's Parties harmless, shall survive Owner's Transfer with respect to any occurrence prior to such Transfer.

12.2 Consequential Damages. Notwithstanding anything to the contrary in this Ground Lease, neither Party hereto shall be liable to the other for consequential or punitive damages, including but not limited to loss of use or loss of profit or revenue.

### **12.3 Liens.**

(a) Tenant shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms, and corporations doing any work, furnishing any materials or supplies or renting any equipment to Tenant or any of its contractors or subcontractors in connection with the construction, reconstruction, furnishing, repair, maintenance or operation of the Facility, the Easement Area or the Site, and in all events will bond or cause to be bonded, or pay or cause to be paid in full forthwith, any mechanic's, materialman's or other lien or encumbrance that arises, whether due to the actions of Tenant

or any person other than Owner, against the Premises or the Improvements other than mortgages permitted by Article 18 hereof.

(b) Tenant shall have the right to contest any such lien or encumbrance by appropriate proceedings which shall prevent the collection of or other realization upon such lien or encumbrance so contested, and the sale, forfeiture or loss of the Facility, the Easement Area or the Site to satisfy the same, provided that such contest shall not subject Owner to the risk of any criminal liability or civil penalty, and provided further that Tenant shall give such reasonable security as may be requested by Owner to insure payment of such lien or encumbrance and to prevent any sale or forfeiture of the Facility, the Easement Area or the Site by reason of such nonpayment, and Tenant hereby indemnifies Owner for any such liability or penalty. Upon the termination after final appeal of any proceeding relating to any amount contested by Tenant pursuant to this Section 12.3, Tenant shall immediately pay any amount determined in such proceeding to be due, and in the event Tenant fails to make such payment, Owner shall have the right, but not the responsibility, after five (5) days written Notice to Tenant to make any such payment on behalf of Tenant and charge Tenant therefor, together with interest thereon from the date of payment as provided by Section 4.2.

(c) Tenant shall not have any right, authority or power to bind Owner, the Facility, the Easement Area or the Site or any interest of Owner in the Facility, the Easement Area or the Site. Tenant shall use its best efforts throughout the Term hereof to prevent any mechanic's liens or other liens for work, labor, services or materials from being filed or recorded against the Facility, the Easement Area or the Site, or any portion thereof; in the event that any such lien shall be filed, Tenant shall procure the release or discharge thereof within ninety (90) days either by payment or in such other manner as may be prescribed by law, and shall hold Owner harmless from and indemnified against any loss or damage related thereto. NOTICE IS HEREBY GIVEN THAT OWNER SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO THE TENANT OR TO ANYONE HOLDING ANY OF THE PREMISES THROUGH OR UNDER THE TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF THE OWNER IN AND TO ANY OF THE FACILITY, THE EASEMENT AREA OR THE SITE. OWNER SHALL BE PERMITTED TO POST ANY NOTICES ON THE PREMISES REGARDING SUCH NON-LIABILITY OF OWNER.

### **13. Default.**

13.1 Events of Default. The following events shall be deemed to be events of default by Tenant ("Tenant Events of Default") under this Ground Lease regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency, or other proceeding which have or might have the effect of preventing Tenant from complying with the terms of this Ground Lease.

(a) Failure to pay any payment required to be made hereunder, including taxes or any other sum to be paid hereunder within 10 Business Days after the date the same is due which shall have remained unpaid for 20 Business Days after written notice of such failure has been given to Tenant by Owner.

(b) Failure to comply in any material respect with any material term, provision or covenant of this Ground Lease, other than the payment of sums to be paid hereunder, without curing such failure within 60 days after due written notice thereof from



Owner; or if such failure cannot reasonably be cured within the said 60 days and Tenant shall not have commenced to cure such failure within said period and shall not thereafter with reasonable diligence and good faith proceed to cure such failure within a reasonable time not to exceed one hundred eighty (180) days.

(c) Any representation or warranty of Tenant set forth in this Lease, in any certificate delivered pursuant hereto, or in any notice, certificate, demand, submittal or request delivered to Owner by Tenant pursuant to this Lease shall prove to be incorrect in any material and adverse respect as of the time when the same shall have been made and the same shall not have been remedied to the reasonable satisfaction of Owner within thirty (30) days after Notice from Owner.

(d) If Tenant shall be adjudicated bankrupt or be declared insolvent under the Federal Bankruptcy Code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts (hereinafter collectively called **Bankruptcy Laws**), or if Tenant shall (a) apply for or consent to the appointment of, or the taking of possession by, any receiver, custodian, trustee, United States Trustee or liquidator (or other similar official) of Tenant or of any substantial portion of Tenant's property; (b) admit in writing its inability to pay its debts generally as they become due; (c) make a general assignment for the benefit of its creditors; (d) file a petition commencing a voluntary case under or seeking to take advantage of a bankruptcy law; or (e) fail to controvert in a timely and appropriate manner, or in writing acquiesce to, any petition commencing an involuntary case against Tenant pursuant to any bankruptcy law.

(e) An order for relief against Tenant shall be entered in any involuntary case under the Federal Bankruptcy Code or any similar order against Tenant shall be entered pursuant to any other bankruptcy law, or if a petition commencing an involuntary case against Tenant or proposing the reorganization of Tenant under the Federal Bankruptcy Code shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within ninety (90) days after such filing, or if a proceeding or case shall be commenced in any court of competent jurisdiction seeking (a) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of Tenant, (b) the appointment of a receiver, custodian, trustee, United States Trustee or liquidator (or other similar official of Tenant) of any substantial portion of Tenant's property, or (c) any similar relief as to Tenant pursuant to Bankruptcy Laws, and any such proceeding or case shall continue undismissed, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continued unstayed and in effect for ninety (90) days.

(f) Tenant voluntarily vacates or abandons the Facility, the Easement Area or the Site or any substantial part thereof for a period of more than ninety (90) consecutive days.

(g) This Lease, the Facility, the Easement Area or the Site or any part thereof are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not discharged within ninety (90) days after its levy.

(h) Tenant makes any sale, conveyance, assignment or transfer in violation of this Lease.

13.2 Owner's Remedies. Upon the occurrence of any Tenant Event of Default, Owner may, at its option, and in addition to and cumulatively of any other rights Owner may have at law or in equity or under this Ground Lease, (a) cure the Tenant Event of Default on Tenant's behalf, in which event Tenant shall reimburse Owner on demand for all sums so expended by Owner, (b) terminate this Ground Lease by notice to Tenant and in conformity with procedures required hereby and by applicable law, or (c) enforce, by all proper and legal suits and other means, its rights hereunder, including the collection of sums due hereunder, in which event Owner shall have all remedies available at law or in equity, and should it be necessary for Owner to take any legal action in connection with such enforcement, Tenant shall pay Owner all reasonable attorneys' fees and expenses so incurred, all without prejudice to any remedies that might otherwise be used by Owner for recovery or arrearages of sums due hereunder, damages as herein provided, or breach of covenant.

(a) Owner Events of Default. The following events shall be deemed to be events of default by Owner ("Owner Events of Default") under this Ground Lease regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceeding which have or might have the effect of preventing Owner from complying with the terms of this Ground Lease.

(b) Failure to pay any payment required to be made hereunder within 10 Business Days after the date the same is due which shall have remained unpaid for 20 Business Days after written notice of such failure has been given to Owner by Tenant.

(c) Failure to comply in any material respect with any material term, provision or covenant of this Ground Lease, other than the payment of sums to be paid hereunder, without curing such failure within 60 days after due written notice thereof from Tenant; or if such failure cannot reasonably be cured within the said 60 days and Owner shall not have commenced to cure such failure within said period and shall not thereafter with reasonable diligence and good faith proceed to cure such failure.

(d) Any act(s) or omission(s) of Owner that, in the aggregate, in any way, directly or indirectly, adversely, materially, and substantially impacts, affects or impairs Tenant's ability to operate and/or the operation of the Facility.

13.3 Tenant's Remedies. Upon the occurrence of any Owner Event of Default, Tenant may, at its option, and in addition to and cumulatively of any other rights Tenant may have at law or in equity or under this Ground Lease, (a) cure the Owner Event of Default on Owner's behalf, in which event Owner shall reimburse Tenant on demand for all sums so expended by Tenant or Tenant may elect to offset any such amounts against subsequent installments of Base Rent or any other sums due from Tenant to Landlord hereunder (b) terminate this Ground Lease by notice to Owner and in conformity with procedures required hereby and by applicable law, or (c) enforce, by all proper and legal suits and other means, its rights hereunder, including the collection of sums due hereunder, in which event Tenant shall have all remedies available at law or in equity, and should it be necessary for Tenant to take any legal action in connection with such enforcement, the Owner shall pay Tenant all reasonable attorneys' fees and expenses so incurred, all without prejudice to any remedies that might otherwise be used by Tenant for recovery or arrearages of sums due hereunder, damages as herein provided, or breach of covenant.

14. **Governing Law.** This Ground Lease and all provisions hereof, shall be governed by and interpreted in accordance with the laws of the State of North Carolina and the venue will be Bertie County, North Carolina.

15. **Force Majeure.**

15.1 **Force Majeure.** The performance of each Party's respective obligations under this Ground Lease, other than failure or delay in payment of obligations, shall be excused during such times and to the extent such performance is prevented by reason of Force Majeure.

15.2 **Resumption of Performance.** The Party whose performance is suspended, prevented or delayed by Force Majeure shall promptly notify the other Party of such occurrence and its estimated duration. Subject to any rights of termination under this Ground Lease, such Force Majeure shall be promptly remedied, if and to the extent reasonably possible.

16. **Condemnation.** If at any time the Site, the Easements, or any portion thereof is condemned or transferred in lieu of condemnation, the net proceeds of such condemnation or transfer shall be divided between Owner and Tenant (or Tenant's designee) in the proportions specified in the condemnation award or agreement of transfer or, if not so specified, in proportion to the fair value of Owner's and Tenant's respective interests in the Site and the Easements, provided that to the extent that the net proceeds of any condemnation or transfer in lieu of condemnation are attributable to the Facility or improvements constructed by or on behalf of Tenant on the Site and/or the Easements, such proceeds shall be paid solely to Tenant or Tenant's designee, with Owner receiving any proceeds attributable solely to the residual value of the fee estate of the Site. For the purpose of this Article 16, the net proceeds of a condemnation or transfer in lieu of condemnation shall mean the total proceeds of such condemnation or transfer less the costs and expenses incurred in connection therewith (including legal fees).

16.1 If the entire Site is condemned or transferred in lieu of condemnation, the Term shall terminate at the time title vests in the condemning authority. In the event of a permanent Taking of the fee title to or of control of the Facility, the Easement Area or the Site or of the entire leasehold estate hereunder (a **Total Taking**), this Lease shall thereupon terminate as of the effective date of such Total Taking, without liability or further recourse to the parties, provided that any Rent or other impositions hereunder payable or obligations owed by Tenant to Owner as of the date of said Total Taking shall be paid or otherwise carried out in full.

16.2 If a portion of the Site is condemned or transferred in lieu of condemnation, the Ground Lease shall continue in full force and effect with respect to that portion of the Site which has not been so condemned or transferred, and Base Rent shall abate with respect to that portion of the Site which has been so condemned or transferred. Notwithstanding the foregoing, Tenant may terminate this Ground Lease by giving thirty (30) days written notice of termination to Owner if, in Tenant's discretion, the Site or the Easements are not suitable for Tenant's intended use following such condemnation or transfer in lieu thereof provided that any Rent or other impositions hereunder payable or obligations owed by Tenant to Owner as of the date of said ~~Partial Taking~~partial taking shall be paid or otherwise carried out in full.

17. **Maintenance Responsibilities of Parties.** No Party shall have any duty or responsibility to the other Party in respect of the Site or the Easement Areas or the use,

maintenance or condition thereof except such obligations of such Party as are specifically set forth in this Ground Lease.

18. **Mortgage of Tenant's Interest.**

18.1 Tenant may at any time elect to finance a portion of the cost of the Facility, possibly in a sale-leaseback financing structure, with one or more financial institutions, leasing companies, institutions or affiliates or subsidiaries thereof (each a "Financing Party," collectively, the "Financing Parties") and in connection therewith Tenant would enter into various agreements and execute various documents relating to such financing, which documents may, among other things, assign this Ground Lease and the Easements to a Financing Party, grant a sublease in the Site and a lease of the Facility from such Financing Party to Tenant, grant the Financing Parties a sublease or other real property interest in Tenant's interests in and to the Site, grant a first priority security interest in Tenant's interest in the Facility and/or this Ground Lease and Tenant's other interests in and to the Site, including, but not limited to, any easements, rights of way or similar interests (such documents, "Financing Documents"). Owner acknowledges notice of the foregoing and consents to the foregoing actions and Financing Documents described above, and Owner agrees to execute, and agrees to cause any and all of Owner's lenders to execute, such subordination agreements, consents, estoppels and other acknowledgements of the foregoing as Tenant or the Financing Parties may reasonably request. Owner agrees that if requested by Tenant, Owner will furnish the Financing Parties with a counterpart of each notice or other document delivered by Owner to Tenant in connection with this Ground Lease.

18.2 Notice to Mortgage Holder. So long as any Leasehold Mortgage shall remain on Tenant's leasehold estate hereunder and the holder thereof shall have complied with the provisions of Article 18 hereof, Owner agrees that it shall not terminate this Ground Lease unless it has given each Financing Party at least 90 days' (30 days' in the case of a default in payment by Tenant) prior written notice of its intent to terminate this Ground Lease and the Financing Parties fail to cure the condition giving rise to such right of termination within such time period provided that a failure on the part of Owner to give such notice to the holder of any such leasehold mortgage shall not affect the effectiveness of the Notice to Tenant. The foregoing provisions of this Article 18 shall not apply in favor of any mortgage holder unless, before Owner has mailed a Notice, such mortgage holder has duly recorded its mortgage or notice thereof in any public office where such recording may be required in order to charge third persons with knowledge thereof and has given written Notice to Owner accompanied by a certified copy of such mortgage and stating the name of such holder and the address to which notices to such holder are to be mailed by Owner.

18.3 If the default under this Ground Lease is of such a nature that it cannot be practicably cured without first taking possession of the Facility and the Site or if such default is of a nature that is not susceptible of being cured by the Financing Parties, then Owner shall not be entitled to terminate this Ground Lease by reason of such default if and so long as the Financing Parties proceed diligently to attempt to obtain possession of the Facility and the Site pursuant to the rights of the Financing Parties under the Financing Documents and upon obtaining such possession, the Financing Parties shall proceed diligently to cure such default if such default is susceptible of being cured by the Financing Parties.

18.4 The Financing Parties shall not be required to continue to proceed to obtain possession, or to continue in possession of the Site, pursuant to Section 18.3 if and when such default is cured. If the Financing Parties, or a purchaser through foreclosure under the

Financing Documents or otherwise, shall (a) acquire title to the Facility and the leasehold estate created by this Ground Lease, (b) cure all defaults which are susceptible of being cured by the Financing Parties or such purchaser, as the case may be (including without limitation, the payment of all monetary obligations of Tenant referred to in Section 18.3 above), and (c) assume all the obligations of Tenant hereunder, then (i) any default of Tenant which is not susceptible of being cured by the Financing Parties or such purchaser, as the case may be, shall no longer be deemed to be a default under this Ground Lease, and (ii) Owner shall recognize the Financing Parties or such purchaser, as the case may be, as if such party had been the Tenant under this Ground Lease.

18.5 No Subordination of Fee. At no time shall Owners' fee title in the Easement Area or the Site, or Owner's interest in the Lease be subordinated in any manner to the interest of any mortgagee or lienholder of Tenant or any person claiming by or through Tenant.

18.6 Priority of Obligations. Payments of Base Rent and Tenant Costs under Article 4 hereunder shall be superior in priority to all debt service payments to a Leasehold Mortgagee.

19. **Owner's Representations and Covenants.**

19.1 Condition of Title; Warranty of Authority; Enforceability. Owner represents and warrants as of the Effective Date that Owner owns fee title to the Site and the Easement Areas free and clear of any lien, interest or encumbrance, subject only to the matters and exceptions approved in writing by Tenant on or before the Effective Date and shown in that certain Title Insurance Commitment prepared by First American Title Insurance Company, Commitment No. NCS-631183-CHAR having an effective date of September 25, 2013 (as to Tract 1) and October 11, 2013 (as to Tract 2) (as said Tracts 1 and 2 are shown on Exhibit A attached hereto). At any time on or after the Effective Date, Tenant may obtain for itself and/or any Financing Party, at Tenant's expense, an ALTA Extended Coverage policy of title insurance in a form and with exceptions acceptable to Tenant and/or such Financing Party in its sole discretion (the "Title Policies"). Owner agrees to cooperate fully and promptly with Tenant in its efforts to obtain the Title Policies, and Owner shall take such actions as Tenant or any Financing Party may reasonably request in connection therewith. Except as specifically provided for hereinbelow, Owner represents and warrants that, to Owner's knowledge, (a) there are no pending or threatened claims, actions or suits affecting the Site or the Easement Areas or Owner's interest in the Site or the Easement Areas; (b) the execution and performance of this Ground Lease by Owner does not violate any contract, agreement or instrument to which Owner is a party and Owner has not entered into any contract, agreement or instrument with respect to the Site or the Easement Areas with any third party other than Tenant; (c) the execution, delivery and performance by it under this Ground Lease have been duly authorized by all necessary action by Owner and, to Owner's knowledge, do not violate any provision of any current law applicable to Owner, the Site or the Easement Areas or any order, judgment or decree of any court or other agency presently binding on Owner or conflict with or result in a breach of or constitute a default under any contractual obligation of Owner; and (d) this Ground Lease is the legally valid and binding obligation of Owner enforceable against it in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency, or reorganization, moratorium or similar laws or equitable principles relating or limiting creditors rights generally.

19.2 Environmental. Owner represents and warrants that, to Owner's knowledge, as of the Effective Date (a) the Site and Easement Areas are free of known or identified

Hazardous Materials, no Hazardous Materials have ever been produced or disposed upon the Site or the Easement Areas, no Release has occurred on the Site or the Easement Areas and Hazardous Materials have not migrated to the Site or the Easement Areas, (b) the Site and the Easement Areas and are in compliance with all Environmental Laws, (c) neither the Site nor the Easement Areas are subject to any Environmental Liability, threatened Environmental Liability or alleged Environmental Liability, and (d) Owner has not received notice of any violation of Environmental Laws affecting the Site or the Easement Areas.

19.3 Subordination Agreements. Owner shall, at its expense, on or before the initial Rent Payment Date and as a condition to Tenant's obligation to make any payment of Base Rent, remove, or cause to be subordinated to the Ground Lease all monetary obligations that are described as exceptions to the Title Policies. Any such subordination agreement shall be in a form as may be reasonably acceptable to Tenant, which provides, among other things, that Tenant's occupancy or use of the Site in accordance with the terms of this Ground Lease will not be disturbed by anything related to said exceptions to the Title Policies.

19.4 Weyerhaeuser Company Reservation. Owner acquired title to the Site pursuant to that certain deed (the "Deed") from Weyerhaeuser Company ("Weyerhaeuser") to Owner recorded in Book 814 at Page 119 of the Bertie County, North Carolina, Public Registry. In said Deed, Weyerhaeuser reserved all ores and minerals in and under the land conveyed thereby (the "Reserved Rights") (as said Reserved Rights are more particularly described in the Deed). As part of such reservation, however, Weyerhaeuser agreed, for itself and its successor assigns, "that the rights hereby reserved and excepted shall not be exercised in a manner adversely affecting use of the surface at any time unless and until" Weyerhaeuser "or its successors or assigns, as the case may be, shall first make satisfactory written arrangements with the then owner of the property affected, and with the mortgagee or mortgagees of such property, as their respective interests may appear, to compensate said owner and mortgagee or mortgagees for damages incurred to the surface and any improvements thereon in exercising such rights." Owner hereby agrees that, if Owner is approached by Weyerhaeuser or any successor to such Reserved Rights, Owner shall immediately notify Tenant and shall ensure that Tenant and any applicable mortgagee(s) of Tenant is/are directly involved in the making of, and made a party to, the "satisfactory written arrangements" contemplated by the foregoing language and that Tenant, for purposes of any such "satisfactory written arrangements", shall be entitled to receive all compensation for any applicable damages incurred by Tenant to the surface of the Site and Tenant's improvements thereon, as if Tenant were the "then owner of the property affected." To the extent required, and if requested by Tenant, Owner shall assign to Tenant Owner's rights to make such written arrangements and receive such compensation. Tenant shall indemnify, defend and hold Owner and Owner's Parties harmless from any and all claims, losses, expenses (including attorney's fees), liabilities, actions, suits or judgments arising out of or related to the exercise by Weyerhaeuser of its mineral rights. This indemnification shall include but is not limited to reimbursement of attorney's fees and costs incurred by Owner in negotiating with Weyerhaeuser to make "satisfactory written arrangements" for its exercise of mineral rights and in enforcing the right to seek compensation from Weyerhaeuser for damage to the surface of the site and Tenant's improvements thereon.

20. Utilities. Tenant shall pay for all Utilities consumed by Tenant at the Site during the Term.

21. Taxes.



21.1 Covenant to Pay Taxes and Assessments. Tenant shall be responsible for and promptly pay before default any personal property taxes or special assessments, if any, that may be levied or assessed against any improvements, or other personal property, situated on the Property, it being the mutual intention of the parties that Owner shall not be required to pay any taxes on personal property which may result from entering this Agreement or any resulting Lease. Tenant also agrees to indemnify Owner against any loss or liability resulting from any and all claims or liens in connection with such taxes and assessments.

21.2 Separate Tax Parcel(s), No Proration at Commencement and Expiration of Term.

(a) The Parties shall use good faith and duly diligent efforts to cause the Site to be designated as a separate tax parcel, independent from the balance of Owner's surrounding property, if any. At all times during the term hereof when the tax bills for the Site and any applicable Easement Areas are being sent to Owner, Owner shall deliver copies of same to Tenant within twenty (20) days following Owner's receipt of same. In the event the Site is so designated as a separate tax parcel, Tenant shall be responsible for paying, and shall timely pay, all Taxes and Assessments (or similar) applicable to the separate tax parcel. In the event the Site or any applicable Easement Area for which Tenant is responsible for paying real and/or personal property taxes hereunder is not a separate tax parcel, Tenant shall be responsible for only paying its proportionate share thereof, based on a per acre allocation of the acreage within such Easement Area and the total acreage of the larger parcel of which the Easement Area is a portion. Until such time, if ever, that the Site and/or applicable Easement Area(s) is(are) designated as one or more separate tax parcel(s), Owner shall be responsible for paying all Taxes and Assessments for all of the larger parcel(s) within which the Site and the Easement Areas are located, and following Owner's payment of same, Owner shall provide Tenant with a paid receipt for such Taxes and Assessments and Tenant shall reimburse Owner for its prorata share of such Taxes and Assessments.

(b) Tenant shall be responsible for and promptly pay before default any and all Taxes and Assessments for the full year in which the Effective Date occurs and for the full year in which the Term expires. Tenant expressly acknowledges that there will be no proration of the same.

21.3 Tenant's Right to Contest Taxes. Without limiting the right of Owner to contest any Taxes and Assessments levied against the Site, Tenant shall have the right to contest any Taxes or Assessments payable by Tenant, provided, Tenant shall, in good faith and with due diligence, contest the same or the validity thereof by appropriate legal proceedings which shall have the effect of preventing the collection of the tax or assessment and the sale or foreclosure of any lien for such tax or assessment. In such event, Tenant hereby covenants and agrees to indemnify and save Owner harmless from any and all reasonable and documented costs and expenses, including attorneys' fees, in connection with any such suit or action. Any funds recovered by Tenant as a result of any such suit or action shall belong to Tenant.

## 22. Assignment.

22.1 Assignment by Owner. Owner may sell, assign or transfer its interest in the Site or this Ground Lease at any time to a successor in interest (who must expressly assume the obligations of Owner hereunder), and Owner shall thereafter be released or discharged from all of its covenants and obligations hereunder, except such obligations as shall have

accrued prior to any such sale, assignment or transfer, and Tenant agrees to look solely to the successor in interest of Owner for performance of obligations that arise after such sale, transfer or assignment. Prior to such sale, assignment or transfer of its interest, Owner shall notify Tenant of same. Owner shall also have the right to place a mortgage or deed of trust upon the Site provided that the beneficiary of such deed of trust or mortgage shall agree in writing, that so long as Tenant is not in default under the terms of this Ground Lease beyond any applicable notice and cure period as set forth herein, such beneficiary shall not disturb Tenant's rights under this Ground Lease.

22.2 Assignment by Tenant. Tenant may sell, assign, sublease, or otherwise transfer its interest in the Site or this Ground Lease to a successor in interest (who must expressly assume the obligations of Tenant hereunder), and Tenant shall thereafter be released or discharged from all of its covenants and obligations hereunder, except such obligations as shall have accrued prior to any such sale, assignment or transfer, and Owner agrees to look solely to the successor in interest of Tenant for performance of obligations that arise after such sale, assignment or transfer. Prior to such sale, assignment or transfer of its interest, Tenant shall notify Owner of same.

23. Sale of the Property to Tenant. During the term of this Ground Lease, Tenant shall have the opportunity to offer to purchase the Property. If the Owner proposes to accept the offer, the sale is conditioned on compliance with N.C.G.S. 160A0-269, which requires a 5% deposit, publication of a notice of the offer, and 10 days for anyone to raise the offer.

24. Miscellaneous.

24.1 Notices. Any notice, consent or other formal communication required or permitted to be given by a Party pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered (a) when delivered personally or by email, unless such delivery is made (i) on a day that is not a business day in the place of receipt or (ii) after 5:00 p.m. local time on a business day in the place of receipt, in either of which cases such delivery will be deemed to be made on the next succeeding business day, (b) on the next business day after timely delivery to a reputable overnight courier and (c) on the business day actually received if deposited in the U.S. mail (certified or registered mail, return receipt requested, postage prepaid), addressed as follows (or to such other address or having such other contact information as either Party may hereafter specify for such purpose by like notice to the other Party from time to time):

(a) If to Tenant, addressed to:

Windsor Cooper Hill Solar, LLC  
c/o DEGS NC Solar, LLC  
550 South Tryon Street - DEC 18A  
Charlotte, North Carolina 28202  
Attention: Robert Stewart II  
Email: rob.stewart@duke-energy.com  
Phone: (704) 382-9226

With a copy to:

Duke Energy Corporation  
139 East Fourth Street, Room 1212-Main



Cincinnati, Ohio 45202  
Attention: George Dwight II, Deputy General Counsel  
Email: george.dwight@duke-energy.com  
Phone: (513) 287-4327

(b) If to Owner, addressed to:

Town of Windsor  
c/o Allen Castelloe  
P. O. Box 508  
128 South King Street  
Windsor, NC 27983

Bertie County  
Scott Sauer  
County Manager  
P.O. Box 530  
106 Dundee Street  
Windsor, NC 27983

With a copy to:

M. Braxton Gillam, III  
Attorney for the Town of Windsor  
P.O. Box 547  
Windsor, NC 27983

Jonathan E. Huddleston  
Attorney for Bertie County  
P. O. Drawer 100  
Windsor, NC 27983

or to such other address as either Party shall from time to time designate in writing to the other Party.

24.2 Counterparts: Signatures. This Ground Lease may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Ground Lease had been delivered. Owner and Tenant (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other Party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Ground Lease based on the foregoing forms of signature.

24.3 Amendments. Neither this Ground Lease nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the termination, amendment, supplement, waiver or modification shall be sought.

24.4 Headings, etc. The headings of the various Articles and Sections of this Ground Lease are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

24.5 Successors and Assigns. The terms of this Ground Lease shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

24.6 Attorneys' Fees. If either Party commences an action or proceeding against the other Party arising out of or in connection with this Ground Lease, or institutes any proceeding in a bankruptcy or similar court which has jurisdiction over the other Party or any or all of its property or assets, the prevailing Party in such action or proceeding and in any appeal in connection therewith shall be entitled to have and recover from the unsuccessful Party reasonable attorneys' fees, court costs, expenses and other costs of investigation and preparation. If such prevailing Party recovers a judgment in any such action, proceeding, or appeal, such attorneys' fees, court costs and expenses shall be included in and as a part of such judgment.

24.7 Interpretation. The Parties acknowledge that this Ground Lease, as executed, is the product of negotiations between Owner and Tenant and that it shall be construed fairly, in accordance with its terms, and shall not be construed for or against either Party. No inferences as to the intention of the Parties shall arise from the deletion of any language or provisions of this Ground Lease.

24.8 Memorandum of Lease. Concurrently with the execution of this Ground Lease, Owner and Tenant shall execute, acknowledge before a notary public, in recordable form, and deliver a short form memorandum of lease in the form of Exhibit D, attached hereto and incorporated herein, which shall be recorded by Tenant in the Official Records.

24.9 Severability. If any term or provision of this Ground Lease is, to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Ground Lease shall not be affected thereby, and each remaining term and provision of this Ground Lease shall be valid and enforceable to the fullest extent permitted by law.

24.10 Time is of the Essence. Time is of the essence of this Ground Lease and each and every provision of this Ground Lease.

24.11 Consent and Approvals. Any consent or approval that a Party is obligated to give to the other Party shall not be unreasonably withheld or delayed, subject to any specific provision to the contrary contained in this Ground Lease.

24.12 Entire Agreement. This Ground Lease, including any exhibits and attachments hereto, constitutes the entire agreement between Owner and Tenant relative to the matters and transactions contemplated herein. Owner and Tenant agree hereby that all prior or contemporaneous oral or written agreements, or letters of intent, between and among themselves or their agents including any leasing agents and representative, relative to such matters and transactions are merged in or revoked by this Ground Lease.

24.13 Broker's Commission. Tenant represents and warrants that it has not dealt with any broker or agent in connection with this Ground Lease and Tenant agrees to indemnify and save Owner harmless from any claims made by any brokers or agents claiming to have dealt

with Tenant. Owner represents and warrants that it has not dealt with any brokers or agents in connection with this Ground Lease, and Owner agrees to indemnify and save Tenant harmless from any claims made by any brokers or agents claiming to have dealt with Owner. The terms and provisions of this Section 24.14 shall survive the termination or earlier expiration of this Ground Lease.

24.14 WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HEREBY WAIVE ANY AND ALL RIGHTS THAT THEY MAY NOW OR HEREAFTER HAVE UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR ANY STATE, TO A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING DIRECTLY OR INDIRECTLY IN ANY ACTION OR PROCEEDING RELATING TO THIS GROUND LEASE OR ANY TRANSACTIONS CONTEMPLATED HEREBY OR RELATED HERETO. IT IS INTENDED THAT THIS WAIVER SHALL APPLY TO ANY AND ALL CAUSES OF ACTION, DEFENSES, RIGHTS, CLAIMS AND/OR COUNTERCLAIMS, WHETHER IN CONTRACT, TORT OR OTHERWISE, IN ANY SUCH ACTION OR PROCEEDING. THE PARTIES UNDERSTAND THAT THIS WAIVER IS A WAIVER OF A CONSTITUTIONAL SAFEGUARD, AND THE PARTIES BELIEVE THAT THERE ARE SUFFICIENT ALTERNATE PROCEDURAL AND SUBSTANTIVE SAFEGUARDS, INCLUDING A TRIAL BY AN IMPARTIAL JUDGE, THAT ADEQUATELY OFFSET THE WAIVER CONTAINED HEREIN.

24.15 No Joint Venture. Neither this Ground Lease nor anything contained herein shall be deemed to make Owner in any way or for any purpose a partner, joint venturer, or associate in any relationship with Tenant other than that of Owner, as Owner of the property subject to this Ground Lease, and Tenant, as Tenant of this Ground Lease, nor shall this Ground Lease or any provision thereof be construed to authorize either to act as an agent for the other except as expressly provided in this Ground Lease.

24.16 Condition of Site and Easement Areas. Tenant's taking possession of the Site and Easement Areas shall be conclusive evidence as against Tenant that Tenant has accepted said Site and Easement Areas "AS IS" and that, other than with respect to any environmental issue existing on the Site or the Easement Areas not caused by Tenant or any of Tenant's Parties, Owner is under no duty to repair anything, furnish any services for, or otherwise improve in any way the same.

24.17 Adherence to Regulations. Tenant shall comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, Courts, authorities, agents, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to Tenant; Tenant's construction, operation, and maintenance of the Facility; and Tenant's use of the property that is subject to this Ground Lease. Tenant shall not intentionally or knowingly use the property that is the subject of this Ground Lease for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, municipal body, or other governmental agency. Tenant further agrees to indemnify and hold Owner harmless for any and all damage of any kind arising from Tenant's failure to comply with the aforementioned rules and regulations.

24.18 No Waiver. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any other provision of this Lease shall be deemed a

waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them whether exercised by said party or not, shall be deemed to be in exclusion of any other; and two or more or all of such rights and remedies may be exercised at the same time.

24.19 Right of Entry. Tenant will, at any time during the Term or any renewal Term, permit inspection of the Facility, the Easement Area or the Site at reasonable hours and upon reasonable notice by the Owner, its agents or representatives provided that Owner, its agents and representatives shall conduct any such inspections in a reasonable manner and subject to all of Tenant's safety and security requirements, and shall permit a representative of Tenant to accompany any inspection. While the right and authority hereby reserved does not impose, nor does the Owner assume in connection with any such inspections, any responsibility or liability Owner whatsoever for the care, maintenance or supervision of the Facility, the Easement Area or the Site, Owner and its agents and representatives shall enter the Facility, the Easement Area or the Site at their own risk and shall be responsible for their own actions and omissions and shall indemnify Tenant therefrom, as provided in Article 12 hereof.

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IN WITNESS WHEREOF, the Parties hereto have caused this Ground Lease to be duly executed by their respective officers thereto duly authorized as of the day and year first above written.

OWNER:

TOWN OF WINDSOR

By: \_\_\_\_\_ (SEAL)  
Name: James F. Haggard, Mayor

Attest: \_\_\_\_\_  
Town Clerk

TENANT:

WINDSOR COOPER HILL SOLAR, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OWNER

BERTIE COUNTY

By: \_\_\_\_\_ (SEAL)  
Name: J. Wallace Perry, Chairman of Board  
of Commissioners

Attest: \_\_\_\_\_  
Clerk to the Board of Commissioners

STATE OF NORTH CAROLINA  
COUNTY OF BERTIE

I, \_\_\_\_\_, a Notary Public, for the County and State aforesaid, certify that L. Allen Castelloe personally appeared before me this day and acknowledged that he is the Clerk for the Town of Windsor, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Town of Windsor, the foregoing instrument was signed in its name by James F. Haggard, its Mayor, sealed with its seal, and attested by L. Allen Castelloe as Town Clerk.

Witness my hand and notarial seal or stamp, this the \_\_\_\_ day of \_\_\_\_\_, ~~2013~~2014.

\_\_\_\_\_  
Notary Public (Notarial Seal/Stamp)

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF BERTIE

I, \_\_\_\_\_, a Notary Public, for the County and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is the Clerk to the Board of Commissioners of Bertie County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Bertie County, the foregoing instrument was signed in its name by J. Wallace Perry, its Chairman, sealed with its seal, and attested by \_\_\_\_\_ as Clerk to the Board of Commissioners of Bertie County.

Witness my hand and notarial seal or stamp, this the \_\_\_\_ day of \_\_\_\_\_, ~~2013~~2014.

\_\_\_\_\_  
Notary Public (Notarial Seal/Stamp)

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, for the County and State aforesaid, certify that \_\_\_\_\_, \_\_\_\_\_ President of Windsor Cooper Hill Solar, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal or stamp, this the \_\_\_\_ day of \_\_\_\_\_, ~~2013~~2014.

\_\_\_\_\_  
Notary Public (Notarial Seal/Stamp)

My Commission Expires: \_\_\_\_\_

Exhibit A to Ground Lease

Legal Description of the Property

THOSE certain tracts or parcels of land lying and being in Windsor Township, Bertie County, State of North Carolina, and being more particularly described as follows:

Tract 1:

BEING all of TRACT "A", containing 31.233 acres, more or less, as the same is shown on that map prepared by Mayo and Associates, P.A. dated February 6, 2014, last revised \_\_\_\_\_, 2014, and identified by the following legend: "Lease Survey Tract "A" and Tract "B", Survey for Windsor Cooper Hill Solar". This map is duly of record in Plat Cabinet \_\_\_\_\_, Page \_\_\_\_\_, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

BEING ~~all of~~ in all respects the same property shown and identified as TRACT ~~B~~D, containing 31.21 acres, more or less, ~~as the same is shown~~ on that map prepared by J. Gary Culp, Professional Land Surveyor, dated ~~Jun3~~June 2003, and identified by the following legend: "SURVEY FOR: COUNTY OF BERTIE PROPERTY OF WEYERHAEUSER CORPORATION AND SUSTAINABLE FOREST, LLC". ~~This map is duly of record,~~ recorded in Plat Cabinet B-, Page 466, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

Tract 2:

BEING all of TRACT "B", containing 20.986 acres, more or less, as the same is shown on that map prepared by Mayo and Associates, P.A. dated February 6, 2014, last revised \_\_\_\_\_, 2014 and identified by the following legend: "Lease Survey Tract "A" and Tract "B", Survey for Windsor Cooper Hill Solar". This map is duly of record in Plat Cabinet \_\_\_\_\_, Page \_\_\_\_\_, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

BEING ~~all of~~ in all respects the same property shown and identified as TRACT C, containing 20.97 acres, more or less, as the same is shown on that map prepared by J. Gary Culp, Professional Land Surveyor, dated ~~Jun3~~June 2003, and identified by the following legend: "SURVEY FOR: COUNTY OF BERTIE PROPERTY OF WEYERHAEUSER CORPORATION AND SUSTAINABLE FOREST, LLC". ~~This map is duly of record,~~ recorded in Plat Cabinet B-, Page 466, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

TOGETHER WITH the right to use that certain access easement between the Tracts described above and NC Highway 308 as described in that certain Easement Agreement by and between John L. Pierce, Jr. and wife Dorothy P. Pierce, Illinois Municipal Retirement Fund, the Town of Windsor and Bertie County dated October 23, 2013 and recorded in Book \_\_\_\_ at Page \_\_\_\_ in the Bertie County, North Carolina, Public Registry.

TOGETHER ALSO WITH the right to use that certain access and utilities easement over and across the State of North Carolina Department of Public Safety property as described in that



certain Easement Agreement by and between the Town of Windsor and Bertie County and the State of North Carolina \_\_\_\_\_ dated \_\_\_\_\_, 2014 and recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Bertie County, North Carolina, Public Registry.

Exhibit B to Ground Lease

Form of Easement Agreement

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2013201, by the TOWN OF WINDSOR and BERTIE COUNTY, bodies politic and existing under the laws of the State of North Carolina (collectively, "Owner") and WINDSOR COOPER HILL SOLAR, LLC, a Delaware limited liability company ("Grantee").

RECITALS

A. Owner owns certain real property (the "Servient Estate") located in the County of Bertie, State of North Carolina and more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. Grantee leases certain real property (the "Dominant Estate") located adjacent to the Servient Estate in the County of Bertie, State of North Carolina pursuant to that certain Ground Lease and Easement Agreement (the "Ground Lease") between Owner as Owner and Grantee as Tenant, dated as of \_\_\_\_\_, a memorandum of which was recorded on \_\_\_\_\_ in the Official Records of Bertie County, North Carolina (the "Official Records") and more particularly described in Exhibit B attached hereto and incorporated herein by this reference. Capitalized tem1s not otherwise defined herein shall have the meaning given in the Ground Lease.

C. Grantee intends to enter into one or more Power Purchase Agreements, pursuant to which Grantee or one of its affiliates will agree to engineer, construct and install solar photovoltaic systems (the "Systems") in order to provide electrical energy and related services generated by the Systems.

D. In order to facilitate construction, installation, operation and maintenance of the Systems, Owner desires to grant to Grantee an easement for access, utility lines, water pipelines, telecommunications lines, pole usage, equipment pads for switching stations and related purposes, subject to the terms and conditions of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENTS

1. GRANT OF EASEMENT. For good and valuable consideration paid by Grantee, the receipt and legal sufficiency of which Owner hereby acknowledges, upon and subject to the terms, conditions, restrictions and reservations set forth herein, Owner hereby grants to Grantee, for the benefit of the Dominant Estate, an appurtenant, non-exclusive easement (the "Easement") on, over, under and through the Easement area in the location more particularly described in attached Exhibit C for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, patrolling, modifying and/or repairing (a) equipment pads for switching station facilities related to or necessitated by Grantee's Systems located on the Dominant Estate; (b) surface and subsurface utilities related to or necessitated by Grantee's Systems located on the Dominant

Estate, which utilities may include, without limitation, electrical facilities and components and distribution lines, water pipelines, communications lines, telephone lines and fiber optic lines and related facilities; and (c) roads for access, consisting of paved roads and necessary fixtures and appurtenances, in, over, under and upon the Easement area, by Grantee and each Person in the group consisting of Grantee, all of Grantee's Affiliates, and each of their respective directors, officers, employees, contractors, agents, successors, sublessee, licensees, invitees and assigns (collectively, the "Grantee Group"), together with the right of ingress and egress over the Servient Estate to access the Easement area.

## 2. CERTAIN COVENANTS.

2.1 Use and Maintenance of the Easement. Grantee shall be responsible to maintain the Easement in good condition and in accordance with prudent industry standards, and shall not unreasonably interfere with Owner's use of the Servient Estate or the lawful joint use of others. Grantee shall repair damage to the Easement area or other portions of the Servient Estate to the extent arising out of or related to the use of the Easement by Grantee or any Person in the Grantee Group. Owner shall have the right to use the Servient Estate in any manner not inconsistent with the Easement and the rights granted to Grantee under this Agreement, and Owner shall repair any damage that it causes to the Easement area.

2.2 Compliance with Laws by Grantee. Grantee and any Person in the Grantee Group shall comply in all material respects with all federal, state or local act, statute, law, ordinance, code, rule, regulation, order or other applicable legislative or administrative action of any governmental authority having jurisdiction ("Laws") (including Environmental Laws) relating to the Servient Estate (including the Easement) and such Party's activities thereon. Grantee shall immediately notify Owner of (a) any Releases of any Hazardous Materials on or affecting the Servient Estate (including the Easement) from those improvements owned by Grantee or any Person in the Grantee Group located within the Easement area or otherwise by Grantee or any Person in the Grantee Group within the Easement area, (b) any failure of Grantee or any Person in the Grantee Group to comply with any Environmental Law with respect to the Easement and Grantee's or any Person in the Grantee Group's activities thereon, and (c) any action required by a governmental authority or required in order to comply with Environmental Laws to clean up, contain or otherwise ameliorate or remedy any Release ("Remedial Action") commenced or threatened against Grantee or any Person in the Grantee Group by any governmental authority or other Person or any allegation by a governmental authority or other Person that Grantee or any Person in the Grantee Group has failed to comply with any Environmental Law with respect to the Easement and Grantee's or any Person in the Grantee Group's activities thereon. Grantee shall indemnify and hold Owner and the group consisting of Owner, all of Owner's Affiliates, as well as Owner's Parties, and each of their respective directors, officers, employees, contractors, agents, successors, sublessee, licensees, invitees and assigns (collectively, the "Owner Group") harmless from and against any and all liability to the extent caused by (i) Grantee's or any Person in the Grantee Group's violation of any Environmental Laws relating to the use of the Easement on the Servient Estate or (ii) any Release caused by Grantee or any Person in the Grantee Group.

2.3 Compliance with Laws by Owner. Owner and any Person in the Owner Group shall comply in all material respects with all Laws (including Environmental Laws) relating to the Servient Estate and such Party's activities thereon. Owner shall immediately notify Grantee of (a) any Releases of any Hazardous Materials on or affecting the Servient

Estate or the Easement, (b) any failure of Owner or any Person in the Owner Group to comply with any Environmental Law with respect to the Easement, the Servient Estate and Owner's or any Person in the Owner Group's activities thereon, and (c) any Remedial Action commenced or threatened against Owner or any Person in the Owner Group by any governmental authority or other Person or any allegation by a governmental authority or other Person that Owner or any Person in the Owner Group has failed to comply with any Environmental Law with respect to the Easement, the Servient Estate and Owner's or any Person in the Owner Group's activities thereon. Owner shall indemnify and hold Grantee and the Grantee Group harmless from and against any and all liability to the extent caused by (i) Owner's or any Person in the Owner Group's violation of any Environmental Laws relating to the Servient Estate or (ii) any Release caused by Owner or any Person in the Owner Group.

2.4 Manner of Performance of Work. When possible, Grantee shall perform all installation, maintenance, repair and replacement work permitted or required to be performed by Grantee hereunder at such times, and in such a manner, so as to minimize any unreasonable interference with Owner's use of the Servient Estate. Upon completion of any such work, Grantee shall restore the affected area to its former condition insofar as reasonably possible.

2.5 Indemnity and Insurance.

(a) Indemnification by Grantee. Grantee shall indemnify, defend and hold harmless the Owner Group from and against all Losses suffered or incurred by any such Person by reason of, resulting from, whether directly or indirectly, or arising out of (1) the nonfulfillment or nonperformance of any covenant or agreement of any Person within the Grantee Group in this Agreement, or (2) the negligence or willful misconduct of any Person within the Grantee Group in connection with the transactions contemplated by this Agreement.

(b) Indemnification by Owner. Owner shall indemnify, defend and hold harmless the Grantee Group from and against all Losses suffered or incurred by any such Person by reason of, resulting from, whether directly or indirectly, or arising out of (1) the nonfulfillment or nonperformance of any covenant or agreement of any Person within the Owner Group in this Agreement, (2) the negligence or willful misconduct of any Person within the Owner Group in connection with the transactions contemplated by this Agreement, or (3) the inaccuracy of any representation or warranty of Owner contained in this Agreement.

(c) Insurance Coverage. The provisions of Article 10 of the Ground Lease are incorporated herein by reference as if fully set forth and shall govern the Parties' rights to, as well as apply to, insurance coverage under this Agreement.

2.6 Removal of Improvements. The provisions of the Ground Lease are incorporated herein by reference as if fully set forth and shall govern the Parties' rights to, as well as apply to the removal of, all improvements, articles of personal property and all business and trade fixtures, machinery and equipment owned or installed by Grantee or the Grantee Group on the Easement or the portions of the Servient Estate utilized in conjunction with the Easement.

2.7 Covenants Run with the Lands. The covenants of the Parties made in this Agreement shall be deemed to be covenants running with, binding upon, benefiting and burdening the land pursuant to applicable law.

3. TERM, TERMINATION AND REMEDIES.

3.1 Term and Termination of Easements. The term of this Agreement, the Easement and other rights granted hereunder (and the corresponding respective obligations of the Parties) (collectively, the "Easement Interests") shall continue in full force and effect from the full execution of this Agreement until the date on which Grantee's rights as a tenant under the Ground Lease (as the same may be extended) terminate or expire (the "Easement Term"). Within 30 days of the end of the Easement Term, Grantee shall execute, acknowledge and deliver to Owner a quitclaim deed or any other document, in a form reasonably acceptable to Owner, as may be reasonably necessary to confirm the termination of the Easement Interests granted in this Agreement and to eliminate this Agreement as an encumbrance on the title of the Servient Estate.

3.2 Remedies. In the event of a default under this Agreement by either Party, the non-defaulting Party shall send written notice pursuant to Section 5.12 hereof of such default to the defaulting Party, and unless such default is cured within 45 days of the date of such written notice, the non-defaulting Party shall be entitled to all remedies (other than termination of this Agreement and the Easement herein granted) available at law or in equity for the defaulting Party's failure to comply with the provisions of this Agreement, including, without limitation, injunctive relief. In addition, if such default is not cured within such 45 day period, then the non-defaulting Party shall have the right to cure such default, in which case all costs reasonably incurred by the non-defaulting Party in effecting such cure shall be paid by the defaulting Party within 30 days after demand therefor.

4. OWNER'S HAZARDOUS MATERIALS REPRESENTATION. To Owner's actual knowledge, (a) neither Owner, nor any third party, has engaged in the generation, use, manufacture, treatment, transportation, storage, or disposal of any Hazardous Materials on or affecting the Easement area in violation of any Environmental Laws or in a manner which would require corrective action pursuant to any Environmental Laws; and (b) neither Owner, nor any third party, has received any notice of any material violation of any Environmental Laws with respect to the Easement area (including groundwater on, in, or under the Easement area) about which a governmental authority would require corrective action.

5. MISCELLANEOUS.

5.1 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the Parties, their respective heirs, successors (by merger, consolidation or otherwise), assigns, devisees, administrators and representatives. This Agreement may only be assignable as permitted in, and consistent with, Article 22 of the Ground Lease, which Article 22 is incorporated herein by reference as if fully set forth.

5.2 Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly executed by both Parties.

5.3 Captions. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein.

5.4 Severability. The invalidity of one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

5.5 No Waiver. Any failure of either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. Any consent or approval given pursuant to this Agreement shall be limited to its express terms and shall not otherwise increase the obligations of the Party giving such consent or approval or otherwise reduce the obligations of the Party receiving such consent or approval.

5.6 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary to effectuate the purposes and intent of this Agreement.

5.7 Drafting Interpretations. Preparation of this Agreement has been a joint effort of both the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other by reason of authorship of this document.

5.8 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina, and venue shall be in Bertie County, North Carolina.

5.9 Survival. Notwithstanding any provision of this Agreement to the contrary, expiration or other termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such expiration or termination, including promises of indemnity and payment obligations.

5.10 No Joint Venture. Neither this Agreement nor anything contained herein shall be deemed to make Owner in any way or for any purpose a partner, joint venturer or associate in any relationship with Grantee other than that of Owner, as Owner of the Easement, and Grantee, as grantee of the Easement, nor shall this Agreement or any provision thereof be construed to authorize either to act as agent for the other except as expressly provided in this Agreement.

5.11 Attorneys' Fees. In the event that Owner or Grantee fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all reasonable costs and expenses incurred by the other Party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable counsel fees. The right of Owner or Grantee, as the case may be, to all costs and expenses incurred by it in enforcing or establishing its rights hereunder pursuant to the provisions of this Section 5.11 shall include, without limitation, all costs and expenses incurred by Owner or Grantee, as the case may be,

including, without limitation, court costs and reasonable counsel fees, in the enforcement of all obligations of Owner or Grantee, as the case may be, under this Agreement or otherwise with respect to the Easements, whether or not legal action was commenced, and including all such costs and expenses incurred in an action or participation in, or in connection with, a case or proceeding under Chapter 7 or 11 of the Bankruptcy Code, or any successor statute thereto.

5.12 Notices. Any notice, consent or other formal communication required or permitted to be given by a Party pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered (a) when delivered personally or by email, unless such delivery is made (i) on a day that is not a business day in the place of receipt or (ii) after 5:00 p.m. local time on a business day in the place of receipt, in either of which cases such delivery will be deemed to be made on the next succeeding business day, (b) on the next business day after timely delivery to a reputable overnight courier and (c) on the business day actually received if deposited in the U.S. mail (certified or registered mail, return receipt requested, postage prepaid), addressed as follows (or to such other address or having such other contact information as either Party may hereafter specify for such purpose by like notice to the other Party from time to time):

If delivered to Grantee:

Windsor Cooper Hill Solar, LLC  
c/o DEGS NC Solar, LLC  
550 South Tryon Street - DEC 18A  
Charlotte, North Carolina 28202  
Attention: Robert Stewart II  
Email: rob.stewart@duke-energy.com  
Phone: (704) 382-9226

With a copy to:

Duke Energy Corporation  
139 East Fourth Street, Room 1212-Main  
Cincinnati, Ohio 45202  
Attention: George Dwight II, Deputy General Counsel  
Email: george.dwight@duke-energy.com  
Phone: (513) 287-4327

If delivered to Owner:

Town of Windsor  
c/o Allen Castelloe  
P.O. Box 508  
128 South King Street  
Windsor, NC 27983

Bertie County  
c/o John Ed Whitehurst  
Interim County Manager  
P.O. Box 530  
106 Dundee Street  
Windsor, NC 27983

With a copy to:

M. Braxton Gillam, III

Attorney for the Town of Windsor  
P.O. Box 547  
Windsor, NC 27983

Jonathan E. Huddleston  
Attorney for Bertie County  
P.O. Drawer 100  
Windsor, NC 27983

5.13 Documents Included. This Agreement consists of this document and the Exhibits attached hereto in accordance with the provisions hereof, which are specifically incorporated herein and made a part hereof by this reference.

5.14 Counterparts; Signatures. This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Assignment had been delivered. Owner and Grantee (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other Party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

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

OWNER:

GRANTEE:

TOWN OF WINDSOR

WINDSOR COOPER HILL SOLAR, LLC

By: \_\_\_\_\_ SEAL)  
Name: James F. Haggard, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Town Clerk

OWNER

BERTIE COUNTY

By: \_\_\_\_\_ SEAL)  
Name: J. Wallace Perry, Chairman of Board  
of Commissioners

Attest: \_\_\_\_\_  
Clerk to the Board of Commissioners





STATE OF NORTH CAROLINA  
COUNTY OF BERTIE

I, \_\_\_\_\_, a Notary Public, for the County and State aforesaid, certify that L. Allen Castelloe personally appeared before me this day and acknowledged that he is the Clerk for the Town of Windsor, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Town of Windsor, the foregoing instrument was signed in its name by James F. Haggard, its Mayor, sealed with its seal, and attested by L. Allen Castelloe as Town Clerk.

Witness my hand and notarial seal or stamp, this the \_\_\_\_ day of \_\_\_\_\_, ~~2013~~201\_\_\_\_\_.

\_\_\_\_\_  
Notary Public (Notarial Seal/Stamp)

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF BERTIE

I, \_\_\_\_\_, a Notary Public, for the County and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is the Clerk to the Board of Commissioners of Bertie County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Bertie County, the foregoing instrument was signed in its name by J. Wallace Perry, its Chairman, sealed with its seal, and attested by \_\_\_\_\_ as Clerk to the Board of Commissioners of Bertie County.

Witness my hand and notarial seal or stamp, this the \_\_\_\_ day of \_\_\_\_\_, ~~2013~~201\_\_\_\_\_.

\_\_\_\_\_  
Notary Public (Notarial Seal/Stamp)

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, for the County and State aforesaid, certify that \_\_\_\_\_, \_\_\_\_\_ President of Windsor Cooper Hill Solar, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal or stamp, this the \_\_\_\_ day of \_\_\_\_\_, ~~2013~~201\_\_\_\_\_.

\_\_\_\_\_  
Notary Public (Notarial Seal/Stamp)

My Commission Expires: \_\_\_\_\_

EXHIBIT A TO THE EASEMENT AGREEMENT

Description of Servient Estate

Located in Bertie County, North Carolina, and more particularly described as follows:

Approximately \_\_\_\_\_ acres of cleared land located at \_\_\_\_\_ owned by \_\_\_\_\_ . The particular acreage will be described in a survey. The survey descriptions will replace this paragraph.

## EXHIBIT B TO THE EASEMENT AGREEMENT

### Description of Dominant Estate

THOSE certain tracts or parcels of land lying and being in Windsor Township, Bertie County, State of North Carolina, and being more particularly described as follows:

#### Tract 1:

BEING all of TRACT ~~B~~D, containing 31.21 acres, more or less, as the same is shown on that map prepared by J. Gary Culp, Professional Land Surveyor, dated Jun3 2003, and identified by the following legend: "SURVEY FOR: COUNTY OF BERTIE PROPERTY OF WEYERHAEUSER CORPORATION AND SUSTAINABLE FOREST, LLC". This map is duly of record in Plat Cabinet B., Page 466, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

#### Tract 2:

BEING all of TRACT C, containing 20.97 acres, more or less, as the same is shown on that map prepared by J. Gary Culp, Professional Land Surveyor, dated Jun3 2003, and identified by the following legend: "SURVEY FOR: COUNTY OF BERTIE PROPERTY OF WEYERHAEUSER CORPORATION AND SUSTAINABLE FOREST, LLC". This map is duly of record in Plat Cabinet B., Page 466, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

TOGETHER WITH the right to use that certain access easement between the Tracts described above and NC Highway 308 as described in that certain Easement Agreement by and between John L. Pierce, Jr. and wife Dorothy P. Pierce, Illinois Municipal Retirement Fund, the Town of Windsor and Bertie County dated October 23, 2013 and recorded in Book \_\_\_\_ at Page \_\_\_\_ in the Bertie County, North Carolina, Public Registry.

EXHIBIT C  
to Ground Lease

SOLAR SKYWAY EASEMENT

STATE OF NORTH CAROLINA

SOLAR SKYWAY EASEMENT AGREEMENT

COUNTY OF BERTIE

THIS SOLAR SKYWAY EASEMENT AGREEMENT (this "Agreement" ), is made this \_\_\_\_\_ day of \_\_\_\_\_, ~~2013~~201, by and between the TOWN OF WINDSOR and BERTIE COUNTY, bodies politic and existing under the laws of the State of North Carolina (collectively, "Grantor"), and WINDSOR COOPER HILL SOLAR, LLC, a Delaware limited liability company ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of [that certain tract/those certain tracts] of land identified and described as the "Grantor's Property" on Exhibit A attached hereto and incorporated herein by this reference (the "Grantor's Property"); and

WHEREAS, Grantee is the lessee of an approximately acre portion of Grantor's Property under the terms of a Ground Lease and Easement Agreement between Grantor and Grantee dated as of \_\_\_\_\_, 2013 (the "Site Lease") (such portion being herein referred to as the "Premises"), and as said Premises is more particularly described on Exhibit B attached hereto and incorporated herein; and

WHEREAS, Grantee has constructed or will construct certain solar photovoltaic electric generating facility improvements (the "Solar Power Facility") on the Premises; and

WHEREAS, in connection with the efficient operation of the Solar Power Facility, it is necessary that Grantee maintain the unobstructed passage of sunlight through an area surrounding the Solar Power Facility; and

WHEREAS, subject to the terms of this Agreement, Grantor has agreed to grant to Grantee the solar skyway easement herein described through, over, upon and across the remainder of Grantor's Property which is not included within the Premises (the "Solar Skyway Easement Area").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above premises and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor hereby conveys, grants and warrants to Grantee a solar skyway easement over, across and above the Solar Skyway Easement Area in accordance with the following terms.

1. Grant of Solar Skyway Easement. Grantor hereby agrees that no structure, activity, or land use of Grantor shall cast a shadow on any solar energy collector of Grantee located on the Premises unless such structure, activity, or land use exists on the effective date of this easement and is not required to be removed or is excepted by the terms of this instrument. Once Tenant has cleared the Property there will be no vegetation on the Property

that could cast a shadow on any solar energy collector of Grantee and so Owner is relieved of any obligation regarding the further cutting or clearing of vegetation from the Property. Owner is not responsible for the vegetation or any structure or other activity on land that is owned by others.

Upon and subject to advance written approval from Grantor, the following rights are also granted to Grantee: to enter said Solar Skyway Easement Area and to remove from the Solar Skyway Easement Area, now or at any time during the term of the Site Lease, as such term may be extended, trees, structures or other obstructions that may materially impair or reduce the electric power output of the Solar Power Facility and trees of any species that Grantee determines will grow at maturity to a height that will materially impair or reduce the electric power output of the Solar Power Facility; to trim or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs which, in the opinion of the Grantee, might interfere with or fall upon the Solar Power Facility. Further, Grantor shall not allow any third party claiming by or through Grantor to take any action, or fail to take any action, which would result in any shading of the Solar Power Facility solar collectors that materially impairs or reduces the electric power output of the Solar Power Facility. The above reference to Skyway Easement is applicable only to Owner's property.

2. Title to Property. Grantor warrants to Grantee, its successors and assigns, that Grantor is the sole owner of good, marketable and insurable fee simple title to the Grantor's Property as described herein, has the right to grant and convey the aforesaid solar skyway easement, and will warrant and defend its right to so grant said easement against the lawful claims of all persons.

3. Running with the Land. The burdens and benefits of this easement are transferable and shall run with the land to subsequent grantees of the Grantor and the Grantee. This solar skyway easement shall remain in effect until the Site Lease is terminated.

4. Governing Law. This Agreement is to be governed, construed and enforced in accordance with the laws of the State of North Carolina.

5. Binding Effect. Grantor hereby represents and warrants that it has the right, power and authority to enter into this Agreement and to grant the easements in accordance with the terms and conditions hereof. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

6. Severability. If any term, covenant or condition of this Agreement, or any application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder thereof shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid, and may be enforced to the fullest extent permitted by law.

7. Amendment to Agreement. This Agreement may be amended only by a writing executed by each of the Parties hereto, or their applicable successors or assigns, and properly recorded in the Bertie County, North Carolina, Public Registry.

8. Remedies for Breach. The terms and conditions of this Agreement shall be enforceable by actions for specific performance or injunction, in addition to any other remedies available at law.

9. No Waiver. No delay or omission by any Party in exercising any right or power accruing upon any noncompliance or failure of performance by the other Party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof

10. Counterparts. This Agreement may be executed in counterparts all of which taken together shall be deemed one original when executed by all Parties.

**TO HAVE AND TO HOLD** the easements hereinabove described unto Grantee, its successors and assigns, for the aforesaid uses and purposes.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the day and year first above written.

OWNER:

TOWN OF WINDSOR

By: \_\_\_\_\_ (SEAL)  
Name: James F. Haggard, Mayor

GRANTEE:

WINDSOR COOPER HILL SOLAR, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Town Clerk

OWNER

BERTIE COUNTY

By: \_\_\_\_\_ (SEAL)  
Name: J. Wallace Perry, Chairman of Board  
of Commissioners

Attest: \_\_\_\_\_  
Clerk to the Board of Commissioners



STATE OF NORTH CAROLINA  
COUNTY OF BERTIE

I, \_\_\_\_\_, a Notary Public, for the County and State aforesaid, certify that L. Allen Castelloe personally appeared before me this day and acknowledged that he is the Clerk for the Town of Windsor, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Town of Windsor, the foregoing instrument was signed in its name by James F. Haggard, its Mayor, sealed with its seal, and attested by L. Allen Castelloe as Town Clerk.

Witness my hand and notarial seal or stamp, this the \_\_\_\_ day of \_\_\_\_\_, ~~2013~~201\_\_\_\_\_.

\_\_\_\_\_  
Notary Public (Notarial Seal/Stamp)

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF BERTIE

I, \_\_\_\_\_, a Notary Public, for the County and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is the Clerk to the Board of Commissioners of Bertie County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Bertie County, the foregoing instrument was signed in its name by J. Wallace Perry, its Chairman, sealed with its seal, and attested by \_\_\_\_\_ as Clerk to the Board of Commissioners of Bertie County.

Witness my hand and notarial seal or stamp, this the \_\_\_\_ day of \_\_\_\_\_, ~~2013~~201\_\_\_\_\_.

\_\_\_\_\_  
Notary Public (Notarial Seal/Stamp)

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, for the County and State aforesaid, certify that \_\_\_\_\_, \_\_\_\_\_ President of Windsor Cooper Hill Solar, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal or stamp, this the \_\_\_\_ day of \_\_\_\_\_, ~~2013~~201\_\_\_\_\_.

\_\_\_\_\_  
Notary Public (Notarial Seal/Stamp)

My Commission Expires: \_\_\_\_\_

EXHIBIT A TO SOLAR SKYWAY EASEMENT AGREEMENT

Grantor's Property

Located in Bertie County, North Carolina, and more particularly described as follows:

Approximately \_\_\_\_\_ acres of cleared land located at \_\_\_\_\_ owned by \_\_\_\_\_ . The particular acreage will be described in a survey. The survey descriptions will replace this paragraph.

## EXHIBIT B TO THE SOLAR SKYWAY EASEMENT AGREEMENT

### Premises

THOSE certain tracts or parcels of land lying and being in Windsor Township, Bertie County, State of North Carolina, and being more particularly described as follows:

#### Tract 1:

BEING all of TRACT **B**D, containing 31.21 acres, more or less, as the same is shown on that map prepared by J. Gary Culp, Professional Land Surveyor, dated Jun3 2003, and identified by the following legend: "SURVEY FOR: COUNTY OF BERTIE PROPERTY OF WEYERHAEUSER CORPORATION AND SUSTAINABLE FOREST, LLC". This map is duly of record in Plat Cabinet B., Page 466, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

#### Tract 2:

BEING all of TRACT C, containing 20.97 acres, more or less, as the same is shown on that map prepared by J. Gary Culp, Professional Land Surveyor, dated Jun3 2003, and identified by the following legend: "SURVEY FOR: COUNTY OF BERTIE PROPERTY OF WEYERHAEUSER CORPORATION AND SUSTAINABLE FOREST, LLC". This map is duly of record in Plat Cabinet B., Page 466, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

TOGETHER WITH the right to use that certain access easement between the Tracts described above and NC Highway 308 as described in that certain Easement Agreement by and between John L. Pierce, Jr. and wife Dorothy P. Pierce, Illinois Municipal Retirement Fund, the Town of Windsor and Bertie County dated October 23, 2013 and recorded in Book \_\_\_\_ at Page \_\_\_\_ in the Bertie County, North Carolina, Public Registry.

EXHIBIT D  
To Ground Lease

[Form of](#) Memorandum of Lease

STATE OF NORTH CAROLINA

**MEMORANDUM OF LEASE**

COUNTY OF BERTIE

TOWN OF WINDSOR and BERTIE COUNTY, bodies politic, organized and existing under the laws of the State of North Carolina, collectively as LANDLORD, having an address of \_\_\_\_\_, hereby leases to WINDSOR COOPER HILL SOLAR, LLC, a Delaware limited liability company, as TENANT, having an address of c/o DEGS NC Solar, LLC, 550 South Tryon Street - DEC 18A, Charlotte, NC 28202, Attention Robert Stewart II, for a term beginning on \_\_\_\_\_ October 24, 2013, and continuing for a maximum period of thirty (30) years, including extensions and renewals, following the date that Tenant notifies Landlord that the solar photovoltaic electric generating facility being constructed on the leased property is commercially operational, the following property:

Those certain premises situated in Bertie County, North Carolina, consisting of approximately ~~52.18~~52.219 acres of land, as said premises are more particularly described on Exhibit A and incorporated herein by reference.

The provisions set forth in a written Ground Lease and Easement Agreement between the \_\_\_\_\_24th day of \_\_\_\_\_October, 2013, are hereby incorporated in this Memorandum.

LANDLORD:

TENANT:

TOWN OF WINDSOR

WINDSOR COOPER HILL SOLAR, LLC

By: \_\_\_\_\_ (SEAL)  
Name: James F. Haggard, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Town Clerk

OWNER

BERTIE COUNTY

By: \_\_\_\_\_ (SEAL)  
Name: J. Wallace Perry, Chairman of Board  
of Commissioners

Attest: \_\_\_\_\_  
Clerk to the Board of Commissioners





STATE OF NORTH CAROLINA  
COUNTY OF BERTIE

I, \_\_\_\_\_, a Notary Public, for the County and State aforesaid, certify that L. Allen Castelloe personally appeared before me this day and acknowledged that he is the Clerk for the Town of Windsor, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Town of Windsor, the foregoing instrument was signed in its name by James F. Haggard, its Mayor, sealed with its seal, and attested by L. Allen Castelloe as Town Clerk.

Witness my hand and notarial seal or stamp, this the \_\_\_\_ day of \_\_\_\_\_, ~~2013~~2014.

\_\_\_\_\_  
Notary Public (Notarial Seal/Stamp)

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF BERTIE

I, \_\_\_\_\_, a Notary Public, for the County and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is the Clerk to the Board of Commissioners of Bertie County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Bertie County, the foregoing instrument was signed in its name by J. Wallace Perry, its Chairman, sealed with its seal, and attested by \_\_\_\_\_ as Clerk to the Board of Commissioners of Bertie County.

Witness my hand and notarial seal or stamp, this the \_\_\_\_ day of \_\_\_\_\_, ~~2013~~2014.

\_\_\_\_\_  
Notary Public (Notarial Seal/Stamp)

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, for the County and State aforesaid, certify that \_\_\_\_\_, \_\_\_\_\_ President of Windsor Cooper Hill Solar, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal or stamp, this the \_\_\_\_ day of \_\_\_\_\_, ~~2013~~2014.

\_\_\_\_\_  
Notary Public (Notarial Seal/Stamp)

My Commission Expires: \_\_\_\_\_



EXHIBIT A TO MEMORANDUM OF LEASE

THOSE certain tracts or parcels of land lying and being in Windsor Township, Bertie County, State of North Carolina, and being more particularly described as follows:

Tract 1:

BEING all of TRACT "A", containing 31.233 acres, more or less, as the same is shown on that map prepared by Mayo and Associates, P.A. dated February 6, 2014, last revised \_\_\_\_\_, 2014, and identified by the following legend: "Lease Survey Tract "A" and Tract "B", Survey for Windsor Cooper Hill Solar". This map is duly of record in Plat Cabinet \_\_\_\_\_, Page \_\_\_\_\_, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

BEING ~~all of~~ in all respects the same property shown and identified as TRACT ~~B~~D, containing 31.21 acres, more or less, ~~as the same is shown~~ on that map prepared by J. Gary Culp, Professional Land Surveyor, dated ~~Jun3~~June 2003, and identified by the following legend: "SURVEY FOR: COUNTY OF BERTIE PROPERTY OF WEYERHAEUSER CORPORATION AND SUSTAINABLE FOREST, LLC". ~~This map is duly of record,~~ recorded in Plat Cabinet B-, Page 466, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

Tract 2:

BEING all of TRACT "B", containing 20.986 acres, more or less, as the same is shown on that map prepared by Mayo and Associates, P.A. dated February 6, 2014, last revised \_\_\_\_\_, 2014 and identified by the following legend: "Lease Survey Tract "A" and Tract "B", Survey for Windsor Cooper Hill Solar". This map is duly of record in Plat Cabinet \_\_\_\_\_, Page \_\_\_\_\_, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

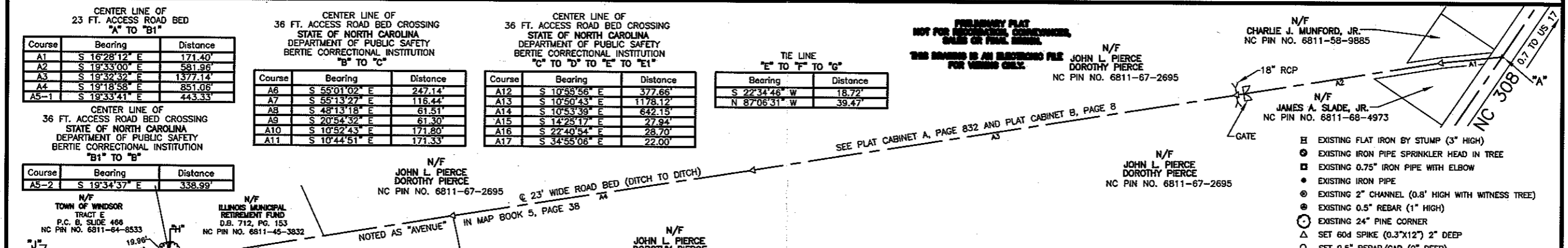
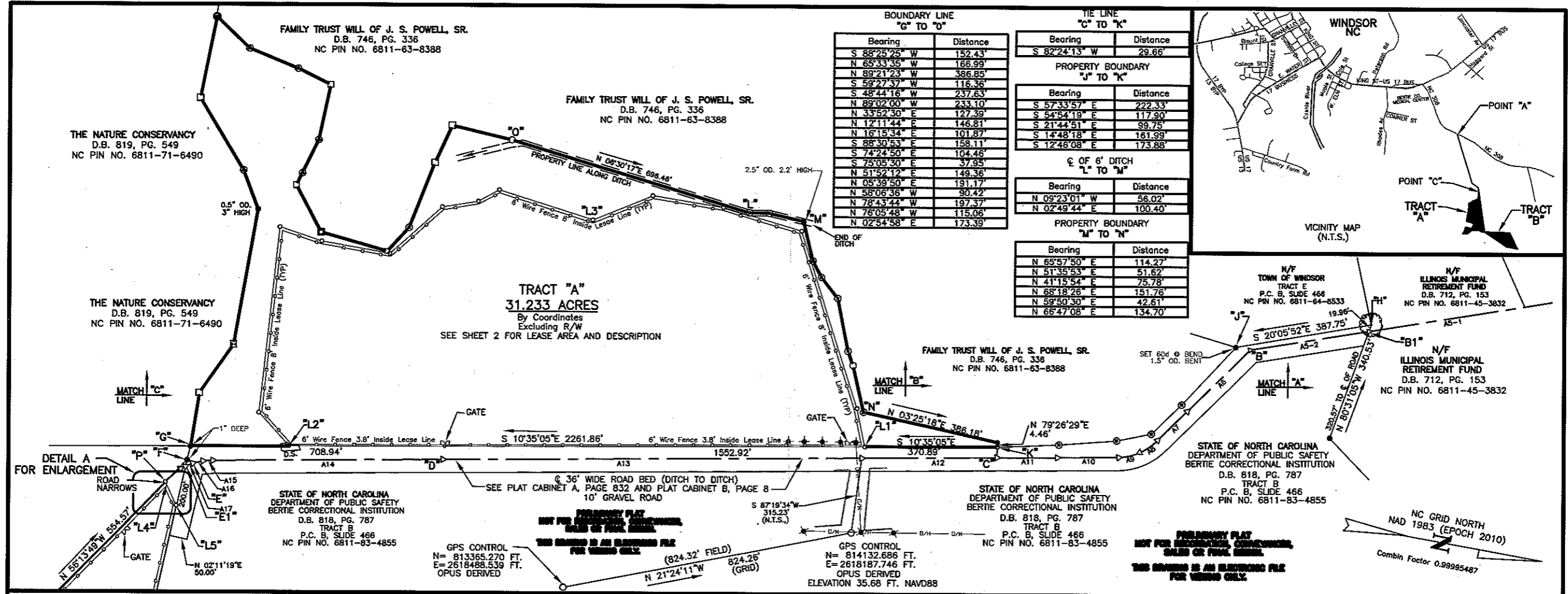
BEING ~~all of~~ in all respects the same property shown and identified as TRACT C, containing 20.97 acres, more or less, as the same is shown on that map prepared by J. Gary Culp, Professional Land Surveyor, dated ~~Jun3~~June 2003, and identified by the following legend: "SURVEY FOR: COUNTY OF BERTIE PROPERTY OF WEYERHAEUSER CORPORATION AND SUSTAINABLE FOREST, LLC". ~~This map is duly of record,~~ recorded in Plat Cabinet B-, Page 466, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

TOGETHER WITH the right to use that certain access easement between the Tracts described above and NC Highway 308 as described in that certain Easement Agreement by and between John L. Pierce, Jr. and wife Dorothy P. Pierce, Illinois Municipal Retirement Fund, the Town of Windsor and Bertie County dated October 23, 2013 and recorded in Book \_\_\_\_ at Page \_\_\_\_ in the Bertie County, North Carolina, Public Registry.

TOGETHER ALSO WITH the right to use that certain access and utilities easement over and across the State of North Carolina Department of Public Safety property as described in that certain Easement Agreement by and between the Town of Windsor and Bertie County and the State of North Carolina \_\_\_\_\_ dated \_\_\_\_\_, 2014 and recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Bertie County, North Carolina, Public Registry.



| <b>Summary Report:</b>   |            |
|--|------------|
| <b>Litéra® Change-Pro TDC 7.0.0.365 Document Comparison done on<br/>5/12/2014 9:43:42 AM</b> |            |
| <b>Style Name:</b> KL Standard   |            |
| <b>Original DMS:</b> dm://CH/3197385/3   |            |
| <b>Modified DMS:</b> dm://CH/3197385/5   |            |
| <b>Changes:</b>  |            |
| <u>Add</u>   | 60         |
| <del>Delete</del>  | 51         |
| <del>Move From</del>   | 2          |
| <u>Move To</u>   | 2          |
| <u>Table Insert</u>  | 0          |
| <del>Table Delete</del>  | 7          |
| Embedded Graphics (Visio, ChemDraw, Images etc.)   | 0          |
| Embedded Excel   | 0          |
| Format Changes   | 0          |
| <b>Total Changes:</b>  | <b>122</b> |



**THIS MAP WAS GENERATED FROM PREVIOUS SURVEYS OF THIS PROPERTY FROM 07-24-13 TO 10-29-14 BY MAYO AND ASSOCIATES, PA.**

1. NORWOOD MARTIN MAYO CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- CLASS OF SURVEY: C
- POSITIONAL ACCURACY: 2cm
- TYPE OF GPS FIELD PROCEDURE: RTK, OPUS, & TRADITIONAL TRAVERSE.
- DATES OF SURVEY: 07/24/2013 TO 10/29/13 AND 02/23/14 TO 02/25/14
- DATE/TIME/PROB: NAD 83 (2011EPOCH2010.0000)
- PUBLISHED/FIXED-CONTROL: USE PUBLISHED HORIZONTAL CONTROL
- GEODID MODEL: GEODID 12A
- COMBINED GRID FACTORS: 0.99995487
- UNITS: US SURVEY FEET

2. NORWOOD MARTIN MAYO CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION WITH DESCRIPTION RECORDED IN DEED BOOK 616, PAGE 288; BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN PLAT CABINET B, PAGE 466 AND AND PLAT CABINET B, PAGE 68; THAT THE RATIO OF PRECISION AS CALCULATED IS 15:000; THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2 STANDARDS FOR GEODETIC NETWORKS AT THE 2cm ACCURACY CLASSIFICATION (95% CONFIDENCE) USING REAL TIME KINEMATICS (RTK), OPUS, AND TRADITIONAL TRAVERSE. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-39 AS MENDED THAT THIS PLAT MEETS THE REQUIREMENTS OF G.S. 47-39 SECTION F-11-C. WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 06 DAY OF FEBRUARY, 2014.

**REVIEW OFFICER** STATE OF NORTH CAROLINA COUNTY OF BERTIE

**REVIEW OFFICER OF BERTIE COUNTY**, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE \_\_\_\_\_

STATE OF NORTH CAROLINA COUNTY OF BERTIE

THIS MAP/PLAT WAS PRESENTED FOR REGISTRATION AND RECORDED IN THIS OFFICE IN PLAT CABINET \_\_\_\_\_ SLIDE \_\_\_\_\_

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014 AT \_\_\_\_\_ M.

BEINDA S. WHITE REGISTER OF DEEDS BY ASST/DEPUTY

NORWOOD MARTIN MAYO REGISTRATION NO. L-1546

THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

NORWOOD MARTIN MAYO REGISTRATION NUMBER: L-1546

**LEGEND**

- ⊖ EXISTING FLAT IRON BY STUMP (3" HIGH)
- ⊙ EXISTING IRON PIPE SPRINKLER HEAD IN TREE
- ⊠ EXISTING 0.75" IRON PIPE WITH ELBOW
- ⊙ EXISTING IRON PIPE
- ⊙ EXISTING 2" CHANNEL (0.8' HIGH WITH WITNESS TREE)
- ⊙ EXISTING 0.5" REBAR (1" HIGH)
- ⊙ EXISTING 24" PINE CORNER
- △ SET 60d SPIKE (0.3"x12") 2" DEEP
- SET 0.5" REBAR/CAP (2" DEEP)
- ▲ SET MAG NAIL
- SET 0.5" REBAR (1" HIGH)
- ⊕ POWER POLE
- OD. OUTSIDE DIAMETER
- D.S. DRAINAGE STRUCTURE (TYP) TYPICAL

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.

**GRAPHIC SCALE - FEET**

200 0 200 400 600

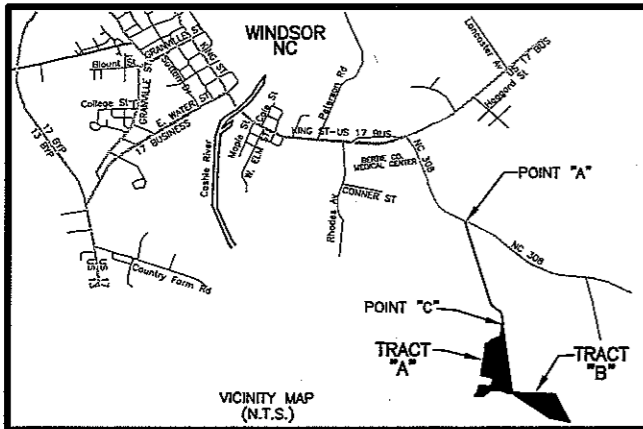
**SHEET TITLE: SHEET 1 OF 2**

**LEASE SURVEY**  
**TRACT "A" AND TRACT "B"**  
SURVEY FOR:  
**WINDSOR COOPER HILL SOLAR**  
Owner: Town Of Windsor & Bertie County  
OFF of NC 308 Windsor, NC

7252 946-3469 License No. C-1623 (252) 229-0872 Washington, NC New Bern, NC

**MAYO AND ASSOCIATES, P.A.**  
10121 US HWY 17 South LAND SURVEYING VANCEBORO, NC 28586

DATE: 02-06-14 SCALE: 1" = 200' PROJ NO.: 2014-018  
STATE: NC COUNTY: BERTIE TWP: WINDSOR



THE NATURE CONSERVANCY  
D.B. 819, PG. 549  
NC PIN NO. 6811-71-6490

TRACT "A"  
31.233 ACRES  
By Coordinates  
Excluding R/W  
SEE SHEET 2 FOR LEASE AREA AND DESCRIPTION

FAMILY TRUST WILL OF J. S. POWELL, SR.  
D.B. 746, PG. 336  
NC PIN NO. 6811-63-8388

NC GRID NORTH  
NAD 1983 (EPOCH 2010)  
Combin Factor 0.99995487

LEONARD, LEWIS  
BURNETT, & BAILY  
D.B. 712, PG. 238  
P.C. A, SLIDE 832  
NC PIN NO. 6811-90-3403

TRACT "B"  
20.986 ACRES  
By Coordinates  
Including Portions of Road R/W  
SEE SHEET 2 FOR LEASE AREA AND DESCRIPTION

STATE OF NORTH CAROLINA  
DEPARTMENT OF PUBLIC SAFETY  
BERTIE CORRECTIONAL INSTITUTION  
D.B. 818, PG. 787  
TRACT B  
P.C. B, SLIDE 466  
NC PIN NO. 6811-83-4855

STATE OF NORTH CAROLINA  
C/O THE STATE PROPERTY OFFICE  
D.B. 870, PG. 628  
NC PIN NO. 6821-27-6015

STATE OF NORTH CAROLINA  
C/O THE STATE PROPERTY OFFICE  
D.B. 870, PG. 628  
NC PIN NO. 6821-27-6015

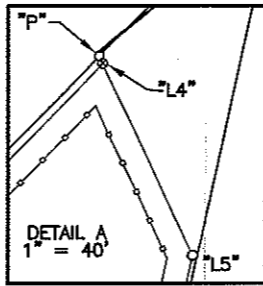
THIS MAP WAS GENERATED FROM PREVIOUS SURVEYS OF  
THIS PROPERTY FROM 07-24-13 TO 10-29-14 BY  
MAYO AND ASSOCIATES, PA.

I, NORWOOD MARTIN MAYO CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER BY SUPERVISION DEED DESCRIPTION RECORDED IN DEED BOOK 016, PAGE 288; BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN PLAT CABINET B, PAGE 466 AND PLAT CABINET B, PAGE 89; THAT THE RATIO OF PRECISION AS CALCULATED IS 16,000; THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART B STANDARDS FOR GEODETIC NETWORKS AT THE 2cm ACCURACY CLASSIFICATION (95% CONFIDENCE) USING REAL TIME KINEMATICS, OPUS, AND TRADITIONAL TRAVERSE. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-38 AS AMENDED THAT THIS PLAT MEETS THE REQUIREMENTS OF G.S. 47-38 SECTION F-31-C. WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 06 DAY OF FEBRUARY, 2014.

NORWOOD MARTIN MAYO  
REGISTRATION NO. L-1546

THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

NORWOOD MARTIN MAYO  
REGISTRATION NUMBER: L-1546



PRELIMINARY PLAT  
NOT FOR INSTRUMENTAL CONVEYANCE,  
SALES OR FINAL RECORD.  
THIS DRAWING IS AN ELECTRONIC FILE  
FOR VIEWING ONLY.

GPS CONTROL  
N= 813365.270 FT.  
E= 261848.539 FT.  
OPUS DERIVED

GPS CONTROL  
N= 814132.686 FT.  
E= 261817.746 FT.  
OPUS DERIVED  
ELEVATION 35.68 FT. NAVD88

23.441 ACRES  
LEASE BOUNDARY  
ON TRACT "A"  
"L1" TO "L2" TO "L3" TO "L1"

| Bearing       | Distance |
|---------------|----------|
| S 10°35'05" E | 1182.03' |
| S 10°35'05" E | 434.35'  |
| S 37°44'16" W | 5.05'    |
| S 37°44'16" W | 122.69'  |
| S 85°47'08" W | 525.57'  |
| N 08°14'58" E | 123.58'  |
| N 00°16'25" W | 192.29'  |
| N 52°12'49" W | 197.61'  |
| N 19°40'13" W | 102.82'  |
| N 39°06'19" W | 67.19'   |
| N 07°12'19" E | 276.49'  |
| N 32°55'36" W | 179.95'  |
| N 01°09'56" W | 201.53'  |
| N 06°07'12" E | 230.62'  |
| N 61°56'02" E | 523.56'  |
| N 67°53'14" E | 110.50'  |

TIE LINE  
"G" TO "G" TO "P"

| Bearing       | Distance |
|---------------|----------|
| S 87°06'31" E | 39.47'   |
| S 57°50'49" E | 88.32'   |

TIE LINE  
"P" TO "L4"

| Bearing       | Distance |
|---------------|----------|
| N 54°46'22" E | 2.67'    |

19.695 ACRES  
LEASE BOUNDARY  
ON TRACT "B"  
"L4" TO "L5" TO "L6" TO "L7"

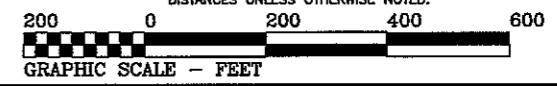
| Bearing       | Distance |
|---------------|----------|
| N 54°46'22" E | 70.22'   |
| S 87°51'15" E | 1344.90' |
| S 65°24'36" E | 16.54'   |
| S 28°45'04" E | 291.86'  |
| S 27°27'53" E | 643.79'  |
| N 88°18'15" W | 608.42'  |
| N 56°29'04" W | 1028.14' |
| N 56°23'06" W | 466.29'  |

REVIEW OFFICER  
STATE OF NORTH CAROLINA  
COUNTY OF BERTIE  
I, \_\_\_\_\_, REVIEW OFFICER OF BERTIE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER \_\_\_\_\_  
DATE \_\_\_\_\_  
STATE OF NORTH CAROLINA  
COUNTY OF BERTIE  
THIS MAP/PLAT WAS PRESENTED FOR REGISTRATION AND RECORDED IN THIS OFFICE IN PLAT CABINET \_\_\_\_\_, SLIDE \_\_\_\_\_  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014 AT \_\_\_\_\_ M.  
BELINDA S. WHITE BY \_\_\_\_\_ ASST/DEPTY  
REGISTER OF DEEDS

- ⊠ EXISTING FLAT IRON BY STUMP (3" HIGH)
- ⊙ EXISTING IRON PIPE SPRINKLER HEAD IN TREE
- ⊠ EXISTING 0.75" IRON PIPE WITH ELBOW
- EXISTING IRON PIPE
- ⊙ EXISTING 2" CHANNEL (0.8" HIGH WITH WITNESS TREE)
- ⊙ EXISTING 0.5" REBAR (1" HIGH)
- ⊙ EXISTING 24" PINE CORNER
- △ SET 60d SPIKE (0.3"x12") 2" DEEP
- SET 0.5" REBAR/CAP (2" DEEP)
- ▲ SET MAG NAIL
- SET 0.5" REBAR (1" HIGH)
- ⊕ POWER POLE
- OD, OUTSIDE DIAMETER
- D.S. DRAINAGE STRUCTURE
- (TYP) TYPICAL

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.



I, NORWOOD MARTIN MAYO, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

1. CLASS OF SURVEY: C
2. POSITIONAL ACCURACY: 2cm
3. TYPE OF GPS FIELD PROCEDURE: RTK, OPUS, & TRADITIONAL TRAVERSE.
4. DATES OF SURVEY: 07/24/2013 TO 10/29/13 AND 02/23/14 TO 02/25/14
5. DATUM/EPOCH: NAD 83 (2011) EPOCH 2010.0000
6. PUBLISHED/FIXED-CONTROL: USED PUBLISHED HORIZONTAL CONTROL.
7. GEOD. MODEL: GEOD 12A
8. COMBINED GRID FACTORS: 0.99995487
9. UNITS: US SURVEY FEET

NORWOOD MARTIN MAYO  
REGISTRATION NO. L-1546

The State Plane Coordinates (SPC) for this project were produced with static GPS observations and processed with Online Positioning User Service (OPUS). The network positional accuracy of the OPUS derived positional information is 0.02m. The following CORS were used by OPUS

| PID    | DESIGNATION                  |
|--------|------------------------------|
| DK7747 | NCR CRISWELL CORS ARP        |
| DK7551 | NEW WASHINGTON 2007 CORS ARP |
| DL6898 | NCGA GATESVILLE CORS ARP     |

Horizontal positions are referenced to NAD83(2011)EPOCH2010.0000  
Vertical positions are referenced to NAVD88 using GEOD12A  
Combined Factor 0.99995487

SHEET TITLE: SHEET 2 OF 2

**LEASE SURVEY**  
**TRACT "A" AND TRACT "B"**  
SURVEY FOR:  
**WINDSOR COOPER HILL SOLAR**  
Owner: Town of Windsor & Bertie County  
OFF. OF NC 308 Windsor, NC

252-946-3469 License No. C-1623 252-229-0872  
Washington, NC New Bern, NC

**MAYO AND ASSOCIATES, P.A.**  
LAND SURVEYING VANCEBORO, NC 28586  
10121 US HWY 17 South

DATE: 02-06-14 SCALE: 1" = 200' PROJ. NO.: 2014-018  
STATE: NC COUNTY: BERTIE TWP: WINDSOR



## EASEMENT AGREEMENT

PREPARED BY AND MAIL BACK TO: JONATHAN E. HUDDLESTON, PRITCHETT & BURCH, PLLC, POST OFFICE DRAWER 100, WINDSOR, NORTH CAROLINA 27983

STATE OF NORTH CAROLINA

COUNTY OF BERTIE

**THIS EASEMENT AGREEMENT**, made this the 23<sup>rd</sup> day of October, 2013, by and between John L. Pierce, Jr. and wife, Dorothy P. Pierce, whose mailing address is Post Office Box 292, Windsor, North Carolina, hereinafter "Pierce"; Illinois Municipal Retirement Fund, a retirement system established pursuant to the laws of the State of Illinois, whose mailing address is c/o Forest Investment Associates, 15 Piedmont Center, Suite 1250, Atlanta, GA 30305, hereinafter "IMRF"; the Town of Windsor, a body politic organized and existing under the laws of the State of North Carolina, whose mailing address is Post Office Box 508, Windsor, North Carolina 27983, hereinafter "Town"; and Bertie County, a body politic organized and existing under the laws of the State of North Carolina, whose mailing address is Post Office Box 530, Windsor, North Carolina 27983, hereinafter "County":

WITNESSETH:

WHEREAS, Pierce is the owner of a certain tract or parcel of real property located in Windsor Township, Bertie County, North Carolina, being identified as PIN: 6811-67-2695 in the Bertie County Tax Office and being more particularly described in Deed Book 866, Page 923, Bertie County Public Registry; and

WHEREAS, IMRF is the owner that certain tract or parcel of real property located adjacent to the Pierce property in Windsor Township, Bertie County, North Carolina, being identified as PIN: 6811-46-3832 in the Bertie County Tax Office and being more particularly described in Deed Book 712, Page 153, Bertie County Public Registry; and

WHEREAS, the Town and County are owners as tenants in common of two tracts of land located adjacent to or near the IMRF property in Bertie County, North Carolina, being identified as PINs: 6811-73-5215 and 6811-91-2894 in the Bertie County Tax Office and being more particularly described as Tracts "C" and "D" in Deed Book 814, Page 119, Bertie County Public Registry (collectively "the Town and County land"); and

WHEREAS, there is a road that runs from N.C. 308 (Cooper Hill Road) in a southerly direction through the land of Pierce and through the land of IMRF to the land of the Town and County, which road is a means of access to the IMRF land and the Town and County land, which road is more particularly shown on the following surveys: 1) the road is identified as "30' R/W" on the survey entitled, "Right Of Way Map; Tract No. 8 Rhodes Bros. No. 5; Tract No. 9 Livermon - Sanderlin", surveyed August 9-22, 1982 by L. T. Liverman, Jr. and recorded at Map A, Page 118 of the Bertie Public Registry (this portion of the road only crosses the Pierce land); 2) the road is identified

as "Dirt Road" on the survey entitled, "Survey of Weyerhauser, Bertie 9 – Tract 1 In Part", dated November 1, 1989, prepared by Roanoke Land Surveying and recorded at Plat Cabinet A, Page 832 of the Bertie Public Registry (this survey shows the entire road); 3) the road is identified as "Avenue" on the survey entitled, "Rhodes Brother's Tract Number 5 owned by Coulbourn Lumber Company, Inc.", surveyed May, 1970 by L. T. Livermon, Jr. and recorded at Map Book 5, Page 38 of the Bertie County Public Registry (this survey shows the portion of the road that runs across IMRF property), and 4) the road identified as "23' wide road bed" in that survey entitled, "Access Easement Survey for Town of Windsor, Bertie County, State of North Carolina, Illinois Municipal Retirement Fund and John L. Pierce, Jr. and wife, Dorothy P. Pierce," prepared by Mayo and Associates, P.A., dated February 6, 2014 and recorded at Map Book 13, Page 862 of the Bertie County Public Registry; which four surveys are incorporated herein by reference (hereinafter "the Road"); and

WHEREAS, IMRF, the Town and the County desire to have a written, recorded agreement that allows the use of the Road by all three entities and that specifies the rights and obligations of the parties regarding the use and maintenance of the Road;

NOW, THEREFORE, in consideration of the mutual covenants between the parties, the parties to this Agreement have given, granted and conveyed, and by these presents do give, grant and convey unto each other, their heirs, successors and assigns, an easement 30 feet in width along the Road from N.C. 308 to each party's tract, and the said parties hereby agree to define their rights and responsibilities in the improvement and maintenance of the Road as follows:



1. The boundaries of the easement are 15 feet on either side of the centerline of the road that is identified as "23' wide road bed", which centerline runs from point "A" to point "B" on the survey entitled, "Access Easement Survey for Town of Windsor, Bertie County, State of North Carolina, Illinois Municipal Retirement Fund and John L. Pierce, Jr. and wife, Dorothy P. Pierce," prepared by Mayo and Associates, P.A., dated February 6, 2014 and recorded at Map Book 13, Page 862 of the Bertie County Public Registry.

2. This easement shall be nonexclusive and perpetual in nature, shall run with the land and shall inure to the benefit of and be binding upon the heirs, successors, assigns, agents and employees of the parties hereto.

3. The use of the Road shall be for ingress, egress, and regress.

4. Each party has the right at his, her or its own expense to repair and improve the Road as long as he, she or it does not impair any other parties' right to use the Road.

5. No party can call upon another party to share in the cost of any improvements to the Road.

6. If any party causes damage to the Road that is beyond ordinary wear and tear, it is the responsibility of that party to repair the Road at his, her or its cost.

7. The parties acknowledge that they shall not obstruct the right of any party to this Agreement to use the Road for ingress and egress to his, her or its parcel.

8. No party to this Agreement shall have any liability to any other party for negligent acts done by such other party on the Road.

9. At the time of the execution of this agreement there is a gate on the Road near its intersection with N.C. Highway 308. The purpose of the gate is to restrict access of persons who do not have lawful right of entry or use of the Road. Each party to this agreement agrees to keep the gate locked when not in use. In the event that the existing gate is removed, any party to this agreement is entitled to place a gate on its property as long as other lawful parties are able to place their locks on the gate and are allowed unrestricted access through the gate.

10. Each party agrees that it will not dump and will not permit the dumping of any garbage, trash or other debris on the Road or on any of the other parties' adjacent properties. The parties agree that they will at all times diligently and in good faith cooperate with and assist the other parties in efforts to prevent any such dumping. The parties will keep the Road and their adjacent properties in a clean and orderly condition.

TO HAVE AND TO HOLD the aforesaid easement to the parties of this Agreement, their heirs, successors and assigns, forever. The parties that are owners of the servient tracts warrant that they are seized of the above described lands in fee simple across which the aforesaid easement is granted and they have the right to convey such easement, that the same is free and clear of all encumbrances, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals, the day and year first above written.

John L. Pierce, Jr. (SEAL)  
John L. Pierce, Jr.

Dorothy P. Pierce (SEAL)  
Dorothy P. Pierce

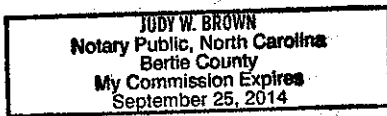
STATE OF NORTH CAROLINA  
COUNTY OF BERTIE

I, Judy W. Brown, Notary Public, for Bertie County, North Carolina, do hereby certify that John L. Pierce, Jr. and Dorothy P. Pierce this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal, this the 25<sup>th</sup> day of November, 2013.

Judy W. Brown  
Notary Public  
Printed Name: Judy W. Brown

My Com. Expires: Sept 25, 2014  
(NOTARIAL SEAL)



ATTEST:

TOWN OF WINDSOR

L. Allen Castelle  
Town Clerk

By: Jane F. Hoggard (SEAL)  
Mayor

STATE OF NORTH CAROLINA

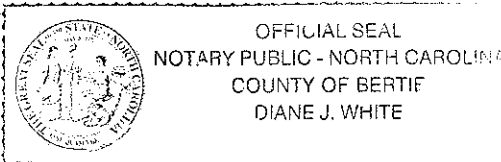
COUNTY OF BERTIE

I, Diane J. White, a Notary Public, for the County and State aforesaid, certify that L. Allen Castelle personally appeared before me this day and acknowledged that he/she is the Clerk for the Town of Windsor, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Town of Windsor, the foregoing instrument was signed in its name by its Mayor, sealed with its seal, and attested by L. Allen Castelle as Town Clerk.

Witness my hand and notarial seal or stamp, this 16<sup>th</sup> day of December, 2013.

Diane J. White  
Notary Public  
Printed Name Diane J. White

My commission expires: May 14 2015  
(NOTARIAL SEAL/STAMP)



ATTEST:

BERTIE COUNTY

\_\_\_\_\_  
Clerk to the Board of  
Commissioners

By: \_\_\_\_\_(SEAL)  
Chairman of the Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF BERTIE

I, \_\_\_\_\_, a Notary Public, for the County and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he is the Clerk to the Board of Commissioners of Bertie County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Bertie County, the foregoing instrument was signed in its name by its Chairman, sealed with its seal, and attested by \_\_\_\_\_ as Clerk to the Board of Commissioners of Bertie County.

Witness my hand and notarial seal or stamp, this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public  
Printed Name \_\_\_\_\_

My commission expires: \_\_\_\_\_  
(NOTARIAL SEAL/STAMP)

ILLINOIS MUNICIPAL RETIREMENT FUND

By: [Signature] (SEAL)

L. Michael Kelly  
As attorney-in-fact pursuant to  
Special Power of Attorney dated  
October 8, 2009

STATE OF GEORGIA

COUNTY OF FULTON

I, Laura L Allen, a Notary Public, for the County and State aforesaid, certify that L. Michael Kelly personally appeared before me this day and acknowledged that he is the attorney-in-fact for the Illinois Municipal Retirement Fund pursuant to the Special Power of Attorney dated October 8, 2009, a copy of which is attached hereto and identified as Exhibit A, and that this Easement Agreement was executed under and by virtue of the authority given by said Special Power of Attorney; that the said L. Michael Kelly, Attorney-In-Fact, acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and on behalf of the said Illinois Municipal Retirement Fund.

Witness my hand and notarial seal or stamp, this 5<sup>th</sup> day of November, 2013.

[Signature]  
Notary Public  
Printed Name Laura L Allen

My commission expires: Notary Public, Fulton County, Georgia  
My Commission Expires Dec. 15, 2015  
(NOTARIAL SEAL/STAMP)







4. To do any act of management or of conservation with respect to any estate or interest in real property owned, or claimed to be owned, by the undersigned, including by way of illustration, but not of restriction, power to insure against any casualty, liability or loss, to obtain or to regain possession or to protect such estate or interest by action, proceeding or otherwise, to pay, compromise or contest taxes or assessments, apply for refunds in connection therewith, hire assistance or labor and to sell standing or cut timber;

5. To demand, receive, obtain by action, proceeding or otherwise, any money, or other thing of value to which the undersigned is, or may become, or may claim to be entitled as the proceeds of an interest in real property or of one or more of the transactions enumerated in this instrument, to conserve, invest, disburse or utilize anything so received for purposes enumerated in this instrument;

6. To agree and contract, in any manner, and with any person and on any terms and conditions, which said attorneys-in-fact, or either of them, may select, for the accomplishment of any of the purposes enumerated in this instrument, and to perform, rescind, reform, release, or modify any such agreement or contract or any other similar agreement or contract made by or on behalf of the undersigned;

7. To execute, acknowledge, seal and deliver any deed, revocation, declaration or modification of trust, mortgage, lease, notice, check, or other instrument which said attorneys-in-fact, or either of them, may think useful, for the accomplishment of any of the purposes enumerated in this instrument;

8. To prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to, any claim existing in favor of, or against, the undersigned based on or involving any real estate transaction or to intervene in any action or proceeding relating thereto;

9. To hire, discharge, and compensate any attorney, accountant, expert witness or other assistant or assistants when said attorneys-in-fact, or either of them, shall think such action to be desirable, for the proper execution by them, or either of them, of any of the powers described in this instrument, and for the keeping of needed records thereof; and

10. In general, and in addition to all the specific acts in this instrument enumerated, to do any other act or acts, which the undersigned can do through an agent, with respect to the Property.

The undersigned hereby ratifies and confirms all that said attorneys-in-fact, or either of them, shall do or cause to be done by virtue hereof and further hereby ratifies and approves all actions with respect to the Property, including without limitation, the expenditure of funds and the execution and delivery of deeds, contracts, options, agreements, leases and other documents and instruments with respect thereto, which have been taken prior to and through the date of this Special Power of Attorney by said attorneys-in-fact, or either of them.

This Special Power of Attorney is a special power of attorney coupled with an interest and shall be effective from its execution until a written notice of revocation or termination shall have been placed of record in the appropriate office of the County in which the Property is situated and in which instruments affecting real property are recorded, and until such revocation or termination all persons may rely upon this power as being in full force and effect without being required to make any other inquiry with respect to the authority of said attorneys-in-fact.

This Special Power of Attorney supersedes and replaces any and all previous powers of attorney of the undersigned relating to the Property and the undersigned hereby revokes and

A tididks





Bertie County, NC Register of Deeds

terminates any and all such previous powers of attorney as of the date hereof, including, without limitation, that certain Special Power of Attorney, dated January 17, 1995 and recorded in Book 717, page 415, Bertie County, North Carolina records.

IN WITNESS WHEREOF, Illinois Municipal Retirement Fund has caused these presents to be executed under seal by its Executive Director this 5 day of October, 2009.

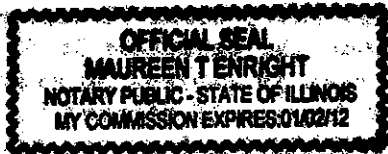
**ILLINOIS MUNICIPAL RETIREMENT FUND**

By: *Louis W. Kosiba*  
Louis W. Kosiba  
Executive Director

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF DUPAGE    )

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day, within my jurisdiction, personally appeared Louis W. Kosiba, Executive Director of the ILLINOIS MUNICIPAL RETIREMENT FUND, known to me to be the person and director of said Retirement Fund, whose name is subscribed to the foregoing instrument, and acknowledged to me that he is Executive Director of said Retirement Fund and that for and on behalf of said Retirement Fund, and as its act and deed, he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

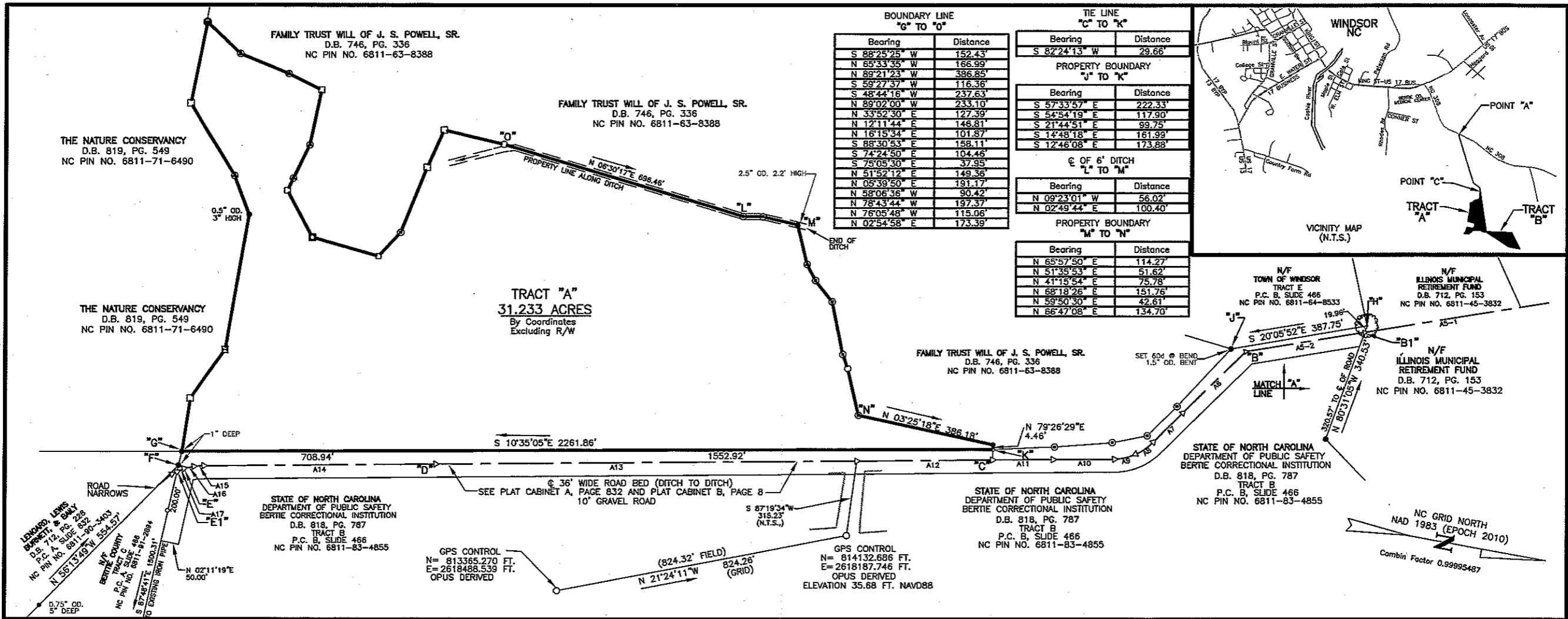
October, 2009. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5 day of



*Maureen T. Enright*  
Notary Public in and for  
the State of Illinois

My Commission Expires:  
01/02/12

[NOTARY SEAL]



**CENTER LINE OF 23 FT. ACCESS ROAD BED "A" TO "B1"**

| Course | Bearing       | Distance |
|--------|---------------|----------|
| A1     | S 16°28'12" E | 171.40'  |
| A2     | S 19°33'00" E | 581.96'  |
| A3     | S 19°32'32" E | 1377.14' |
| A4     | S 19°18'58" E | 851.06'  |
| A5-1   | S 19°33'41" E | 443.33'  |

**CENTER LINE OF 36 FT. ACCESS ROAD BED CROSSING STATE OF NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY BERTIE CORRECTIONAL INSTITUTION "B" TO "C"**

| Course | Bearing       | Distance |
|--------|---------------|----------|
| A6     | S 55°01'02" E | 247.14'  |
| A7     | S 55°13'27" E | 116.44'  |
| A8     | S 48°13'18" E | 61.51'   |
| A9     | S 20°54'32" E | 61.30'   |
| A10    | S 10°52'43" E | 171.80'  |
| A11    | S 10°44'51" E | 171.33'  |

**CENTER LINE OF 36 FT. ACCESS ROAD BED CROSSING STATE OF NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY BERTIE CORRECTIONAL INSTITUTION "C" TO "D" TO "E" TO "E1"**

| Course | Bearing       | Distance |
|--------|---------------|----------|
| A12    | S 10°55'56" E | 377.66'  |
| A13    | S 10°50'43" E | 1178.12' |
| A14    | S 10°53'39" E | 642.15'  |
| A15    | S 14°25'17" E | 27.94'   |
| A16    | S 22°40'54" E | 28.70'   |
| A17    | S 34°55'06" E | 22.00'   |

**TIE LINE "E" TO "F" TO "G"**

| Bearing       | Distance |
|---------------|----------|
| S 22°34'46" W | 18.72'   |
| N 87°06'31" W | 39.47'   |

**CENTER LINE OF 23 FT. ACCESS ROAD BED CROSSING "B1" TO "B"**

| Course | Bearing       | Distance |
|--------|---------------|----------|
| A5-2   | S 19°34'37" E | 338.99'  |

**GPS CONTROL**  
N= 814132.686 FT.  
E= 2618187.746 FT.  
OPUS DERIVED  
ELEVATION 35.68 FT. NAVD88

**GPS CONTROL**  
N= 813365.270 FT.  
E= 2618486.539 FT.  
OPUS DERIVED  
ELEVATION 35.68 FT. NAVD88

**STATE OF NORTH CAROLINA**  
DEPARTMENT OF PUBLIC SAFETY  
BERTIE CORRECTIONAL INSTITUTION  
D.B. 818, PG. 787  
TRACT B  
P.C. B, SLIDE 466  
NC PIN NO. 6811-83-4855

**STATE OF NORTH CAROLINA**  
DEPARTMENT OF PUBLIC SAFETY  
BERTIE CORRECTIONAL INSTITUTION  
D.B. 818, PG. 787  
TRACT B  
P.C. B, SLIDE 466  
NC PIN NO. 6811-83-4855

**JOHN L. PIERCE**  
DOROTHY PIERCE  
NC PIN NO. 6811-67-2695

**JOHN L. PIERCE**  
DOROTHY PIERCE  
NC PIN NO. 6811-67-2695

**JOHN L. PIERCE**  
DOROTHY PIERCE  
NC PIN NO. 6811-67-2695

**CHARLIE J. MUNFORD, JR.**  
NC PIN NO. 6811-58-9885

**JAMES A. SLADE, JR.**  
NC PIN NO. 6811-68-4973

**EXISTING FLAT IRON BY STUMP (3" HIGH)**

**EXISTING IRON PIPE SPRINKLER HEAD IN TREE**

**EXISTING 0.75" IRON PIPE WITH ELBOW**

**EXISTING IRON PIPE**

**EXISTING 2" CHANNEL (0.8' HIGH WITH WITNESS TREE)**

**EXISTING 0.5" REBAR (1" HIGH)**

**EXISTING 24" PINE CORNER**

**SET 60d SPIKE (0.3"x12") 2" DEEP**

**SET 0.5" REBAR/CAP (2" DEEP)**

**SET MAG NAIL**

**SET 0.5" REBAR (1" HIGH)**

**OD. OUTSIDE DIAMETER**

**ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.**

**THIS MAP WAS GENERATED FROM PREVIOUS SURVEYS OF THIS PROPERTY FROM 07-24-13 TO 10-29-14 BY MAYO AND ASSOCIATES, PA.**

**1. NORWOOD MARTIN MAYO CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER BY SUPERVISION DEED DESCRIPTION RECORDED IN DEED BOOK 816, PAGE 289; BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN PLAT CABINET B, PAGE 466 AND AND PLAT CABINET B, PAGE 88; THAT THE RATE OF PRECISION AS CALCULATED IS 1:50,000; THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2 STANDARDS FOR GEODETIC NETWORKS AT THE 2<sup>nd</sup> ACCURACY CLASSIFICATION (95% CONFIDENCE) USING REAL TIME KINEMATICS (RTK), OPUS, AND TRADITIONAL TRAVERSE. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-28 AS AMENDED THAT THIS PLAT MEETS THE REQUIREMENTS OF G.S. 47-20 SECTION F-11-C. WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 06 DAY OF FEBRUARY, 2014.**

**1. NORWOOD MARTIN MAYO CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER BY SUPERVISION DEED DESCRIPTION RECORDED IN DEED BOOK 816, PAGE 289; BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN PLAT CABINET B, PAGE 466 AND AND PLAT CABINET B, PAGE 88; THAT THE RATE OF PRECISION AS CALCULATED IS 1:50,000; THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2 STANDARDS FOR GEODETIC NETWORKS AT THE 2<sup>nd</sup> ACCURACY CLASSIFICATION (95% CONFIDENCE) USING REAL TIME KINEMATICS (RTK), OPUS, AND TRADITIONAL TRAVERSE. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-28 AS AMENDED THAT THIS PLAT MEETS THE REQUIREMENTS OF G.S. 47-20 SECTION F-11-C. WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 06 DAY OF FEBRUARY, 2014.**

**REVIEW OFFICER**  
STATE OF NORTH CAROLINA  
COUNTY OF BERTIE

**REVIEW OFFICER** \_\_\_\_\_  
DATE \_\_\_\_\_

**STATE OF NORTH CAROLINA**  
COUNTY OF BERTIE

**THIS MAP/PLAT WAS PRESENTED FOR REGISTRATION AND RECORDED IN** \_\_\_\_\_ **SLIDE** \_\_\_\_\_

**THIS OFFICE IN PLAT CABINET** \_\_\_\_\_ **THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **2014 AT** \_\_\_\_\_ **M.**

**BELINDA S. WHITE** BY \_\_\_\_\_ **ASST./DEPUTY**

**NORWOOD MARTIN MAYO**  
REGISTRATION NO. L-1546

**SEAL**  
L-1546  
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR  
NORWOOD MARTIN MAYO

**CLASS OF SURVEY: C**  
1. POSITIONAL ACCURACY: 2cm  
2. TYPE OF GPS FIELD PROCEDURE: RTK, OPUS, & TRADITIONAL TRAVERSE.  
3. DATES OF SURVEY: 07/24/2013 TO 10/29/13  
4. DATUM/EPOCH: NAD 83 (2011EPOCH2010.0000)  
5. PUBLISHED/FIXED-CONTROL: USED PUBLISHED HORIZONTAL CONTROL.  
6. GRID MODEL: GEOID 12A  
7. COMBINED GRID FACTORS: 0.99995487  
8. UNITS: US SURVEY FEET

**THE STATE PLANE COORDINATES (SPC) FOR THIS PROJECT WERE PRODUCED WITH STATIC GPS OBSERVATIONS AND PROCESSED WITH ONLINE POSITIONING USER SERVICE (OPUS). THE NETWORK POSITIONAL ACCURACY OF THE OPUS DERIVED POSITIONAL INFORMATION IS 0.022m. THE FOLLOWING CDRS WERE USED BY OPUS**

**PID DESIGNATION**  
BK7747 NCGA ORESWELL CDRS ARP  
BK7751 NCGA WASHINGTON 2007 CDRS ARP  
BL6898 NCGA GATESVILLE CDRS ARP

**HORIZONTAL POSITIONS ARE REFERENCED TO NAD83(2011EPOCH2010.0000) VERTICAL POSITIONS ARE REFERENCED TO NAVD88 USING (GEOID12A) COMBINED FACTOR 0.99995487**

**200 0 200 400 600**  
**GRAPHIC SCALE - FEET**

**SHEET TITLE: ACCESS EASEMENT SURVEY**

**SURVEY FOR:** Town of Windsor & Bertie County  
State of North Carolina  
Illinois Municipal Retirement Fund  
John L. Pierce, Jr. and wife Dorothy P. Pierce  
Owner: Town of Windsor & Bertie County  
State of North Carolina  
John L. Pierce and wife Dorothy P. Pierce  
OFF of NC 308 Windsor, NC

**(252) 946-3469** License No. C-1623 **(252) 229-0872**  
Washington, NC New Bern, NC

**MAYO AND ASSOCIATES, P.A.**  
LAND SURVEYING  
10121 US HWY 17 South VANCEBORO, NC 28586

**DATE: 02-06-14** **SCALE: 1"= 200'** **PROJ NO: 2014-018**  
**STATE: NC** **COUNTY: BERTIE** **TWP: WINDSOR**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/.....)  
05/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
MCGRUFF, SEIBELS & WILLIAMS, INC.  
P.O. Box 10265  
Birmingham, AL 35202

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** 800-476-2211 **FAX (A/C, No):**  
**E-MAIL ADDRESS:**

**INSURER(S) AFFORDING COVERAGE** **NAIC #**  
**INSURER A:** Arch Insurance Company **11150**

**INSURED**  
Duke Energy Renewables Solar, LLC including Windsor Cooper Hill Solar, LLC  
7000 North Mopac  
Suite 475  
Austin, TX 78731

**INSURER B:**  
**INSURER C:**  
**INSURER D:**  
**INSURER E:**  
**INSURER F:**

**COVERAGES** **CERTIFICATE NUMBER:**M2YUAL83 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |              |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Sudden & Accidental Pollution<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |           |          | EPO 003562604 | 10/04/2013              | 10/04/2014              | EACH OCCURRENCE                           | \$ 1,000,000 |
|          |   |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
|          |   |           |          |               |                         |                         | MED EXP (Any one person)                  | \$ 10,000    |
|          |   |           |          |               |                         |                         | PERSONAL & ADV INJURY                     | \$ 1,000,000 |
|          |   |           |          |               |                         |                         | GENERAL AGGREGATE                         | \$ 2,000,000 |
|          |   |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG                    | \$ 2,000,000 |
|          |   |           |          |               |                         |                         |   | \$           |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident)       | \$           |
|          |   |           |          |               |                         |                         | BODILY INJURY (Per person)                | \$           |
|          |   |           |          |               |                         |                         | BODILY INJURY (Per accident)              | \$           |
|          |   |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)            | \$           |
|          |   |           |          |               |                         |                         |   | \$           |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          |               |                         |                         | EACH OCCURRENCE                           | \$           |
|          |   |           |          |               |                         |                         | AGGREGATE                                 | \$           |
|          |   |           |          |               |                         |                         |   | \$           |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N/A      |               |                         |                         | WC STATUTORY LIMITS                       | OTHER        |
|          |   |           |          |               |                         |                         | E.L. EACH ACCIDENT                        | \$           |
|          |   |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$           |
|          |   |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$           |
|          |   |           |          |               |                         |                         |   | \$           |
|          |   |           |          |               |                         |                         |   | \$           |
|          |   |           |          |               |                         |                         |   | \$           |
|          |   |           |          |               |                         |                         |   | \$           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Ground Lease Agreement for Windsor Solar Project

Certificate Holder is included as Additional Insured (Excluding Workers' Compensation) and Waiver of Subrogation applies except where not permissible by law as required by written contract, subject to policy terms, conditions and exclusions.

### CERTIFICATE HOLDER

Bertie County  
Attn: Scott Sauer, Bertie County Manager  
P.O. Box 530  
Windsor, NC 27983

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



