

# Bertie County Board of Commissioners



May 23, 2016  
**7:00pm**

	Ronald "Ron" Wesson	District 1
	Stewart White	District II
	Tammy A. Lee	District III
Chairman	John Trent	District IV
Vice Chairman	Ernestine (Byrd) Bazemore	District V

**BERTIE COUNTY BOARD OF COMMISSIONERS**

May 23, 2016  
Regular Meeting

*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.*

**7:00-7:05** Call to Order and Welcome by Chairman Trent (Blue Jay Fire Department, Indian Woods)

**7:05-7:10** Invocation and Pledge of Allegiance by Commissioner White

**7:10-7:25** Public Comments (*3 minute time limit per speaker*)

(A)

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

**7:25-7:35** (1) Convene as the Board of Equalization and Review to discuss FY2015-2016 appeal presented on 5-2-16

**7:35-7:45** (2) Presentation by Planning Board members Carl Bond and Terry Pratt regarding solar/wind farms

**7:45-7:55** (3) Budget presentation by Heritage Collegiate Leadership Academy (HCLA) by Executive Director, Dr. Kashi B. Hall

**Board Appointments (B)**

1. There are no Board Appointments.

**Consent Agenda (C)**

1. Accept Tax Release Journal – April 2016
2. Approve minutes for Regular Session 5-2-16
3. Approve minutes for Closed Session 5-2-16
4. Approve minutes for Joint Meeting with School Board on 5-9-16
5. Accept Register of Deeds Fees Report – April 2016
6. Approve the FY2015-2016 audit services contract – Carr, Riggs, & Ingram
7. Approve Contractual Agreement between the Council on Aging and Interim Healthcare-Morris Group for senior citizen home care services for continued service effective July 1, 2016.

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

**Discussion Agenda (D)**

1. Discuss NC Wildlife Commission's Memorandum of Agreement – long term contract with County vendor's for trash receptacles and portable toilets at the Weeping Mary Road Boat Access area
2. Discuss updates regarding Regional back-up PSAP grant application and approval for the interlocal agreement which is subject to successful grant funding to construct the regional back up PSAP
3. Pending Items/Updates

**Commissioners' Reports (E)**

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

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

**Public Comments Continued**  
*\*3 minute time limit per speaker\**

**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)(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 approves 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.

Pursuant to N.C.G.S. § 143-318.11(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

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.

**Adjourn**



# Bertie County

## Board of Commissioners

### ITEM ABSTRACT

**MEETING DATE:** May 23, 2016

**AGENDA ITEM:** A-1

**DEPARTMENT:** Tax

**SUBJECT:** Convene as the Board of Equalization and Review to discuss FY2015-2016 appeal presented on 5-2-16

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Discussion requested.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** Discussion requested.

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** No

**ITEM HISTORY:**

May 2, 2016 – Appeal was presented to the Board of Commissioners; 30 day window imposed for a final response from the County

Excerpts from minutes approved  
for Bd. of Comm. 6-1-15 meeting.

DISCUSSION AGENDA

**Business Personal Property Tax update regarding taxpayer appeals and a review of the applicable General Statutes by County Attorney, Lloyd Smith**

County Attorney Smith updated the Board on his latest findings regarding business personal property taxes and the pending appeal process.

County Attorney Smith directed the Board to various NC General Statutes including N.C.G.S. 105-312(k) Power to Compromise states that, "after a tax receipt [is] computed and prepared as required...the board of county commissioners, upon the petition of the taxpayer, may compromise, settle, or adjust the county's claim for taxes arising therefrom."

*NCGS 105-308 states "any person whose duty it is to list any property who willfully fails or refuses to list the same within the time prescribed by law shall be guilty of a Class 2 misdemeanor. The failure to list is shall be prima facie evidence that the failure was willful."*

*NCGS 105-312 (f) states "When property is discovered and listed to a taxpayer in any year, it shall be presumed that it should have been listed by the same taxpayer for the preceding five years unless the taxpayer shall produce satisfactory evidence that the property was not in existence, that it was actually listed for taxation, or that it was not his duty to list the property during those years...."*

*NCGS 105-348 states "All persons who have or who may acquire any interest in any real or personal property that may be or may become subject to a lien for taxes are hereby charged with notice that such property is or should be listed for taxation....." The statute continues by clarifying that "this notice shall be conclusively presumed, whether or not such persons have actual notice."*

*In other words, ignorance of the law is not an allowable defense.*

Mr. Smith stated that the Board did have the power to compromise on various debts owed by citizens to the County, but that there are currently no guidelines set forth in the State statutes on how and when to compromise the tax or penalty.

County Attorney Smith shared his review of leading NC property tax scholar William Campbell's article entitled, "Compromised Taxes on Discovered Property, An Unconstitutional Statute?", and it was Mr. Smith's conclusion that to proceed with compromising on these taxes



would be unconstitutional and deprive diligent taxpayers who had listed property properly of their due process protection under the Constitution.

County Attorney Smith then presented his concerns from a legal standpoint regarding such practice and cautioned that under the law, it is a crime to not list taxes, and that it would present a disadvantage to those citizens who paid their outstanding taxes without complaint.

Lastly, County Attorney Smith stated that the Board could move forward if they desired, but that he strongly urged the County to draft strict rules regarding their power to compromise.

Chairman Wesson thanked Mr. Smith for his evaluation and stated that he did not believe it would be the wisest decision to pursue this matter further as Commissioners might be held individually liable in a court of law.

The Board concurred.

**Consider joint meeting with Board of Education to review S&ME consultant report and discuss budget the next fiscal year**

Chairman Wesson stated that the consultant report had been received from S&ME and that the Board should consider a joint meeting with the Board of Education to discuss the report, as well as other budget matters for next fiscal year.

One of the possible dates to be considered is June 15<sup>th</sup> beginning at 1:00PM just before the Board's regularly scheduled meeting Public Hearing on the proposed budget.

**COMMISSIONERS' REPORTS**

Commissioner Trent reported that a bucket truck had been secured by the Maintenance Department.

Commissioner Bazemore asked that the Board revisit the topic of Closed Session minutes and their placement on the County website. She also spoke about the response to the newly instated NACo Prescription, Health, and Dental Discount program, as well as her time with Vice Chairman Lee in Pitt County recently to hear Governor Pat McCrory speak about the \$30.0 billion bond financing package.

Discussion ensued, and all Commissioners agreed that transparency was important, and that no one was against Closed Session minutes being viewed by the public upon request.

**THIS PAGE WAS INTENTIONALLY LEFT BLANK.**



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

March 23, 2016

Mr. Jerry Dunlow  
Dunlow Dozer Service  
107 Roquist Pocosin Road  
Windsor, NC 27983

RE: Account No. 27284

Dear Mr. Dunlow:

Our auditors have finalized the audit of the above referenced taxpayer's business personal property returns. At this time, the findings of the audit have been accepted or the appeal period has expired; therefore, please find outlined below the charges and levy resulting from the discovery of taxable personal property found during the audit process:

Tax Year	Valuation	County Rate	Town Rate	PENALTY	COUNTY TAX	COUNTY PENALTY	TOWN TAX	TOWN PENALTY	TOTAL DUE
2015	59,979	.84	0	10%	503.82	50.38	0	0	554.20
2014	71,842	.84	0	20%	603.47	120.69	0	0	724.16
2013	84,221	.84	0	30%	707.46	212.24	0	0	919.70
2012	88,480	.78	0	40%	690.14	276.06	0	0	966.20
2011	97,079	.78	0	50%	757.22	378.61	0	0	1,135.83
<b>TOTAL</b>	401,600				3,262.11	1,037.98		<b><u>\$4,300.09</u></b>	<b>AMOUNT DUE</b>

Please pay the amount due as shown above. Payment should be sent to my attention at the address shown above. Please include a copy of this letter with payment.

Statutory authority for this action is found in N.C.G.S. 105-312.

If you have any questions, please contact me at your convenience at 252-794-6152

Respectfully,

Jodie Rhea  
Tax Administrator

**DUNLOW DOZER SERVICE, INC.  
107 ROQUIST POCOSIN ROAD  
WINDSOR, N.C. 27983  
252-809-2971**

Jodie Rhea, Tax Administrator  
Bertie County Tax Department  
P. O. Box 527  
106 Dundee Street  
Windsor, N.C. 27983

Re: Business Property Tax Audit

Dear Mr. Rhea:

After reviewing the tax audit and discussing it with you I would like to appeal the audit. Thank you for your time in explaining the audit to us. Please let us know when we can appeal this to the Board of Commissioners.

Sincerely,



Jerry L. Dunlow  
Dunlow Dozer Service, Inc.

JLD/lhd



# Bertie County

## Board of Commissioners

### ITEM ABSTRACT

**MEETING DATE:** May 23, 2016

**AGENDA ITEM:** A-2

**DEPARTMENT:** Planning & Inspections

**SUBJECT:** Presentation by Planning Board members Carl Bond and Terry Pratt regarding solar/wind farms

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** At a hearing of the NC Utilities Commission, then Chairman, Ron Wesson, spoke in favor of the applicant's certificate of public convenience and necessity to construct a solar facility in Bertie County. The application was approved.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** FYI only.

**ATTACHMENTS:**

1. Memorandum from Nayland Collier, Chairman of the Planning Board
2. Recommended Order Granting Certificate for Docket No. SP-4655, Sub 0
3. Transcript of Utilities Commission Hearing – March 26, 2015
4. Additional information – news articles and analysis from Utah State University on Renewable Portfolio Standards (RPS)

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---





## BERTIE COUNTY PLANNING BOARD

PO Box 530 106 DUNDEE STREET  
WINDSOR, NC 27983  
(252)794-5336 FAX (252)794-5327  
www.co.bertie.nc.us

---

### ***MEMORANDUM***

**TO:** Bertie County Board of Commissioners  
Scott Sauer, County Manager

**FROM:** Dr. Nayland Collier, Chairman, Bertie County Planning Board

**RE:** **SOLAR AND WIND ENERGY PRODUCTION FACILITIES**

**DATE:** March 8, 2016

During a regular meeting of the Bertie County Planning Board on February 25, 2016, Planning Board Member Mr. Terry Pratt brought information regarding solar and wind energy-producing facilities and the impact of these facilities on citizens in the future. There was discussion regarding the articles present by Mr. Pratt and concern about the future of Bertie County regarding the economy, future agriculture production and the question of benefit over costs.

A motion was made and passed with a 3-1 vote of the four members present to recommend that the Board of Commissioners place a moratorium on solar and wind generating facilities in Bertie County, initiate a study to be conducted by an expert or experts in solar and wind energy, and conduct an audit to determine the financial benefits of such facilities.

**THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

## NORTH CAROLINA UTILITIES COMMISSION

### NOTICE TO PARTIES

Docket No. SP-4655, SUB 0 Exceptions Due on or Before June 12, 2015

Parties to the above proceeding may file exceptions to the report and Recommended Order hereto attached on or before the day above shown as provided in G.S. 62-78. Exceptions, if any, must be filed (original and thirty (30) copies) with the North Carolina Utilities Commission, Raleigh, North Carolina, and a copy thereof mailed or delivered to each party of record, or to the attorney for such party, as shown by appearances noted. Each exception must be numbered and clearly and specifically stated in one paragraph without argument. The grounds for each exception must be stated in one or more paragraphs, immediately following the statement of the exception, and may include any argument, explanation, or citations the party filing same desires to make. In the event exceptions are filed, as herein provided, a time will be fixed for oral argument before the Commission upon the exceptions so filed, and due notice given to all parties of the time so fixed; provided, oral argument will be deemed waived unless written request is made therefore at the time exceptions are filed. If exceptions are not filed, as herein provided, the attached report and recommended decision will become final and effective on June 13, 2015 unless the Commission, upon its own initiative, with notice to parties of record modifies or changes said Order or decision or postpones the effective date thereof.

The report and Recommended Order attached shall be construed as tentative only until the same becomes final in the manner hereinabove set out.

**STATE OF NORTH CAROLINA  
UTILITIES COMMISSION  
RALEIGH**

DOCKET NO. SP-4655, SUB 0

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

In the Matter of		
Application of Windsor Hwy 17 Solar, LLC,	)	
for a Certificate of Public Convenience and	)	RECOMMENDED ORDER
Necessity to Construct a 5-MW Solar Facility	)	GRANTING CERTIFICATE
in Bertie County, North Carolina	)	

HEARD: Thursday, March 26, 2015, at 6:00 p.m. in the Bertie County Courthouse,  
108 Dundee St., Windsor, NC 27893

BEFORE: Hearing Examiner Dan Conrad

APPEARANCES:

For Windsor Hwy 17 Solar, LLC:

Charlotte A. Mitchell, Law Office of Charlotte Mitchell, P.O. Box 26212,  
Raleigh, NC 27611

CONRAD, HEARING EXAMINER: On October 31, 2014, Windsor Hwy 17 Solar, LLC (Applicant), filed an application seeking a certificate of public convenience and necessity pursuant to G.S. 62-110.1(a) for construction of a 5-MW solar photovoltaic electric generating facility to be located at 549-813 US Highway 17 in Windsor, Bertie County, North Carolina. The Applicant plans to sell the electricity to Dominion North Carolina Power (DNCP).

On November 5, 2014, the Commission issued an Order Requiring Publication of Notice requiring the Applicant to (1) publish notice of the application in the manner required by G.S. 62-82(a) and file an affidavit of publication with the Commission, and (2) mail a copy of the application and notice to the electric utility to which the Applicant plans to sell and distribute the electricity and file a signed and verified certificate of service that the application and notice have been provided to the utility.

On December 1, 2014, a letter of complaint was filed in this docket by Michael Terry Pratt.

On February 11, 2015, based upon the complaints and the record herein, the Commission issued an Order Scheduling Hearing, setting this docket for hearing on Thursday, March 26, 2015, at 6:00 p.m. in the Bertie County Courthouse,

108 Dundee St., Windsor, NC and establishing a procedural schedule to pre-file direct expert testimony and to allow for intervenors to participate in the Docket.

On March 9, 2015, the Applicant filed the direct testimony and exhibits of Bradley Fite.

On March 23, 2015, the Applicant filed an affidavit of publication stating that it had published the notice of the hearing in the Bertie Ledger on March 11, 2015, as required by the Commission's Order Scheduling Hearing.

On March 26, 2015, the matter came on for hearing as ordered. The Applicant presented the testimony and exhibits of Bradley Fite. Three public witnesses testified regarding the proposed facility.

#### FINDINGS OF FACT

1. In compliance with G.S. 62-110.1(a) and Commission Rules R8-64, the Applicant filed with the Commission an application for a CPCN authorizing construction of a 5-MW solar photovoltaic electric generating facility to located at 549-813 US Highway 17 in Windsor, Bertie County, North Carolina.

2. The Applicant plans sell electricity to DNCP. The Applicant intends to produce renewable energy certificates (RECs) that can be used to satisfy the State's Renewable Energy and Energy Efficiency Portfolio Standard (REPS) and to self-certify as a qualifying facility (QF) with the Federal Energy Regulatory Commission (FERC).

3. The Applicant has demonstrated the need for the proposed facility based on the public benefits of solar powered generation and State and federal policy encouraging private investment in renewable energy.

4. The Applicant has demonstrated that construction of the facility is in the public convenience based on the economic benefits of the proposed facility and State and federal policy encouraging private investment in renewable energy.

5. No party presented evidence that the application was not prepared and filed in accordance with G.S. 62-110.1(a) or was deficient in any manner.

6. It is reasonable and appropriate to grant the requested CPCN subject to the condition that the Applicant comply with all local zoning and permitting requirements and receive all necessary local approvals.



## DISCUSSION OF EVIDENCE AND CONCLUSIONS

The evidence in support of the findings of fact is found in the direct testimony and exhibits of the Applicant witness Bradley Fite, and the application filed on October 31, 2014.

At the March 26, 2015 hearing, three public witnesses testified regarding the facility. Terry Pratt testified in opposition to the facility. Mr. Pratt stated that solar facilities, in general, rely upon government subsidies and are not worth the investment. Mr. Pratt also expressed environmental and land use concerns with regards to the proposed facility. Ronald Wesson, Chairman of the Bertie County Commissioners, spoke in favor of the proposed facility. Mr. Wesson stated that the project, like others in the county that have been completed, would have a positive economic impact on the county and provide jobs and technical skills to the labor force. Norma Gurkin, the owner of the land where the proposed facility would be sited, testified in favor of the proposed facility. Ms. Gurkin stated that illness precluded her from using the land and house in its prior function and that the solar facility represented the only option available for her to keep the family land. Ms. Gurkin also stated that the facility would provide economic benefits for the county.

Bradley Fite testified on behalf of the Applicant. Mr. Fite testified that the Applicant proposes to develop a 5-MW solar PV facility. The application, sponsored as an exhibit by witness Fite, states that the Applicant intends to sell the electrical output to DNCP. Mr. Fite testified that the Facility is anticipated to produce 11,970,000 kWh of emissions-free power each year. The Facility will generate RECs that can be used to satisfy the North Carolina REPS. Specifically, Mr. Fite testified that the Facility is anticipated to generate 11,970 RECs annually. Mr. Fite also testified that development of the Facility will create 75-100 local construction jobs. The application also states that the Applicant intends to self-certify as a QF with the FERC. The Public Utility Regulatory Policy Act of 1978 established federal policy that the electrical output from QFs be purchased. Additionally, the REPS, passed by the General Assembly as S.L. 2007-397, established State policy that the State's investor owned utilities, electric membership corporations and municipalities obtain a certain percentage of their electricity from renewable energy resources, of which solar energy is one of the qualifying resources. S.L. 2007-397 declares it to be the public policy of the State to promote the development of renewable energy through the implementation of the REPS and to encourage private investment in renewable energy.

In response to questions from the Hearing Examiner, Mr. Fite testified that SunEnergy1, LLC, an affiliate of the Applicant, has previously successfully developed a solar facility in Bertie County. In addition, Mr. Fite confirmed that SunEnergy1, LLC, typically has a decommissioning plan in place for each solar facility constructed and placed into service.

The Public Staff's recommendation filed with the Commission on April 24, 2015, recommended that the Commission approve the application and issue the requested

CPCN. No party asserted that the application was not prepared and filed in accordance with G.S. 62-110.1(a) or was deficient in any manner.

The majority of the testimony against the facility regarded general objections to solar energy. As noted in the Applicant's testimony and exhibits, both federal and State policies have been established to encourage renewable energy production. After careful consideration of the entire record in this proceeding, based on federal and State policy and the demonstrated economic benefits of such facilities, the Hearing Examiner finds that construction of the proposed 5-MW<sub>AC</sub> solar photovoltaic electric generating facility is in the public interest and justified by the public convenience and necessity as required by G.S. 62-110.1.

IT IS, THEREFORE, ORDERED as follows:

1. That the application filed by Windsor Hwy 17 Solar, LLC, for a certificate of public convenience and necessity shall be, and is hereby, approved;

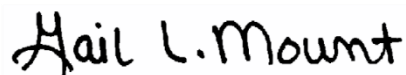
2. That Appendix A shall constitute the certificate of public convenience and necessity issued to Windsor Hwy 17 Solar, LLC, for construction of a 5-MW solar photovoltaic electric generating facility to be located at 549-813 US Highway 17 in Windsor, Bertie County, North Carolina; and

3. That the facility shall be constructed in strict accordance with all applicable laws and regulations, including any local and county zoning ordinances.

ISSUED BY ORDER OF THE COMMISSION.

This the 28<sup>th</sup> day of May, 2015.

NORTH CAROLINA UTILITIES COMMISSION



Gail L. Mount, Chief Clerk

**STATE OF NORTH CAROLINA  
UTILITIES COMMISSION  
RALEIGH**

DOCKET NO. SP-4655, SUB 0

Windsor Hwy 17 Solar, LLC  
192 Raceway Dr.,  
 Mooresville, NC 28117

is hereby issued this

**CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY  
PURSUANT TO G.S. 62-110.1**

for a 5-MW<sub>AC</sub> a solar photovoltaic facility

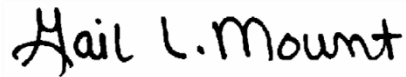
to be located at the intersection of 549-813 US Highway 17 in Windsor, Bertie County,  
North Carolina

subject to all orders, rules, regulations and conditions as are now or  
may hereafter be lawfully made by the North Carolina Utilities Commission.

ISSUED BY ORDER OF THE COMMISSION.

This the 28<sup>th</sup> day of May, 2015.

NORTH CAROLINA UTILITIES COMMISSION



Gail L. Mount, Chief Clerk

**THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

1 PLACE: Bertie Courthouse  
 2 108 Dundee Street  
 3 Windsor, North Carolina  
 4 DATE: March 26, 2015  
 5 DOCKET NO: SP-4655, SUB 0  
 6 TIME IN SESSION: 6:00 P.M. TO 6:30 P.M.  
 7 BEFORE: Hearing Examiner Dan Conrad, Presiding  
 8  
 9  
 10

11 IN THE MATTER OF:

12  
 13 Application of Windsor Highway 17 Solar, LLC  
 14 for a Certificate of Public Convenience and Necessity  
 15 to Construct a 5-MW Solar Facility  
 16 in Bertie County, North Carolina.  
 17

18 VOLUME 1

19  
 20  
 21  
 22  
 23  
 24



1    A P P E A R A N C E S:

2

3    FOR WINDSOR HWY 17 SOLAR, LLC:

4    Charlotte Mitchell, Esq.

5    Law Office of Charlotte Mitchell

6    1117 Hillsborough Street

7    Raleigh, North Carolina 27603

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

T A B L E O F C O N T E N T S

S T A T E M E N T

TERRY PRATT .....	8
RON WESSON .....	11
NORMA GURKIN .....	15

E X A M I N A T I O N S

BRADLEY FITE	
Direct Examination by Ms. Mitchell.....	22
Examination by Hearing Examiner Conrad.....	32

E X H I B I T S

IDENTIFIED/ADMITTED

PRATT EXHIBIT 1 .....	10
FITE EXHIBIT 1 .....	30

## 1 PROCEEDINGS

2 HEARING EXAMINER CONRAD: Good evening. Let's  
3 come to order and please go on the record. I am Dan Conrad,  
4 Staff Attorney for the Utilities Commission. I have been  
5 designated by the Chairman as the Hearing Examiner in this  
6 matter.

7 The Commission now calls for hearing at this  
8 time Docket Number SP-4655 Sub 0, in the Matter of  
9 Application of Windsor Highway 17 Solar, LLC for a  
10 Certificate of Public Convenience and Necessity to construct  
11 a 5-MW Solar Facility in Bertie County, North Carolina.

12 On October 31, 2014, Windsor Highway 17 Solar,  
13 LLC, the Applicant, filed an application seeking a  
14 certificate of public convenience and necessity pursuant to  
15 G.S. 62-110.1(a) for construction of a 5-MW solar  
16 photovoltaic electric generating facility to be located at  
17 549-813 U.S. Highway 17 in Windsor, Bertie County, North  
18 Carolina.

19 On December 1, 2014, a letter of complaint was  
20 filed in this Docket by Michael Terry Pratt.

21 On February 11, 2015, based upon the complaints  
22 and the record herein, the Commission issued an Order  
23 Scheduling Hearing, setting this Docket for hearing on this  
24 date, at this time, and in this place, and establishing a

1 procedural schedule to pre-file direct expert testimony and  
2 to allow for interveners to participate in the Docket.

3 On March 9, 2015, the Applicant filed the direct  
4 testimony and exhibits of Bradley Fite.

5 On March 23, 2015, the Applicant filed an  
6 affidavit of publication stating it had published the  
7 notice of the hearing in the Bertie Ledger on March 11, 2015,  
8 as required by the Commission's Order Scheduling Hearing.

9 Although not present, the Public Staff's right  
10 to intervention and participation is recognized pursuant to  
11 G.S. 62-15D and Commission Rule R1-19E. No other parties  
12 have intervened in this matter.

13 This brings us to the hearing before us tonight.

14 Pursuant to G.S. 138A-15(e), I do not have any  
15 known conflict of interest with respect to this Docket.

16 I now call upon the parties and/or counsel for  
17 the parties to announce their appearances for the record.

18 Will the Applicant introduce itself.

19 MS. MITCHELL: Charlotte Mitchell with the Law  
20 Office of Charlotte Mitchell in Raleigh, North Carolina, here  
21 on behalf of Windsor Highway 17 Solar, LLC. With me is  
22 Bradley Fite.

23 HEARING EXAMINER CONRAD: Thank you, Ms.  
24 Mitchell.

1           Let's briefly go over the format for this  
2 hearing. The purpose of this hearing is two-fold.

3           First, we are here to receive testimony from the  
4 public regarding the proposed facility and whether it should  
5 be awarded a CPCN.

6           Second, we are here to receive evidence from the  
7 Applicant.

8           The public testimony is taken under oath and  
9 transcribed by the court reporter. What is said under oath  
10 becomes an official part of the record in this matter and  
11 will be considered when the determination is made. A final  
12 determination will not be made here tonight.

13           The Commission functions like a court. You will  
14 come up, be sworn or affirmed. Additionally, Counsel for the  
15 Applicant and the Hearing Examiner will have the opportunity  
16 to ask questions based on the public testimony that you  
17 provide.

18           This is the public's opportunity to present  
19 evidence, opinions, thoughts on the project and its  
20 application for a certificate. This is not the time to ask  
21 questions or cross examine the Applicant.

22           There was a list distributed earlier for members  
23 of the public who wish to testify to sign up. I will proceed  
24 on that list, and following that, I will make sure there



1 isn't anyone else in the room who didn't get signed up who  
2 wishes to speak.

3           Following the public testimony portion of the  
4 hearing, we will receive the expert testimony from the  
5 Applicant in support of its application. In this matter, the  
6 Applicant has pre-filed its direct testimony. Those  
7 testifying from the public are not formal parties to this  
8 matter and will not have the opportunity to cross examine the  
9 Applicant's witnesses. However, the Hearing Examiner may ask  
10 some questions in response to the testimony provided by the  
11 public, and the Applicant may choose to address new matters  
12 in its testimony that were spoken of here tonight. The  
13 Applicant has indicated that its representatives will remain  
14 in the room following the conclusion of tonight's hearing and  
15 be available to discuss issues or answer questions that those  
16 in attendance may have. Additionally, the Commission's  
17 actions do not pre-empt any other local, state or federal  
18 regulations or requirements. Finally, it is noted that the  
19 full contents of the Docket, including the application,  
20 letters of complaint, and once transcribed, the transcript of  
21 tonight's hearing, are available for public view on the  
22 Commission's website at [www.ncuc.net](http://www.ncuc.net).

23           We'll now commence the public portion of the  
24 hearing. The first name I have on the list is Steve Biggs.

1 MR. BIGGS: (Indicates he does not wish to  
2 testify.)

3 HEARING EXAMINER CONRAD: And you don't wish to  
4 testify? Ron Wesson.

5 MR. WESSON: I'd like to defer, if I could.

6 HEARING EXAMINER CONRAD: Okay. Terry Pratt, if  
7 you'd like to come up and be sworn or affirmed. You can sit  
8 right up here, if you'd like. And would you like to be sworn  
9 in or affirmed?

10 MR. PRATT: I don't care.

11 HEARING EXAMINER CONRAD: If you want to put  
12 your hand on the Bible. Left hand on the Bible, raise your  
13 right.

14 TERRY PRATT; First being duly sworn,  
15 Testified as follows:

16 HEARING EXAMINER CONRAD: You can be seated and  
17 provide whatever testimony you would like to give.

18 MR. PRATT: I'm gon' be brief, because there's a  
19 lot of information in some documents I have, and I'll leave  
20 it with you.

21 HEARING EXAMINER CONRAD: Sure.

22 MR. PRATT: I don't like boring you with a whole  
23 bunch of numbers. As stated in my letter of complaint filed  
24 in this Docket on December 1, 2014, without government

1 subsidies, tax credits and North Carolina Resource Portfolio  
2 Standards, these solar facilities, not just this one in  
3 particular, but all of them, would not be built. The  
4 contractor building said facilities is the only real  
5 benefactor. When all factors are considered, there is a  
6 negative impact to the environment if you take into  
7 consideration where the rare earths are mined and the  
8 environmental conditions in those countries, it's not in the  
9 best interest of anyone.

10 In addition, the land they're going to use is  
11 removed from production of food and fiber and timber. And  
12 I've furnished copies of what I've gotten. I've listed them  
13 with the e-mail addresses that you can go to and pull up  
14 whatever you want.

15 One of them is a study done by STRATA Policy in  
16 conjunction with Utah State University Institute of Political  
17 Economy, and I do have a copy of that. The other one is  
18 Renewable Foreclosure of Standards of North Carolina, and  
19 that's in here, too.

20 In my opinion, the North Carolina Utilities  
21 Commission should take a serious look at the real world  
22 consequences of Resource Portfolio Standards. I would vote  
23 to repeal them on behalf of the consumers of North Carolina,  
24 as these facilities are only going to increase our utility





1 are you located close to the facility, your address?

2 MR. PRATT: I live on N.C. 45, half-way between  
3 17 and Colerain, probably -- I don't, like the crow flies  
4 less than 10 miles from it.

5 HEARING EXAMINER CONRAD: Okay. So this is more  
6 of a -- your objection is more of to the solar facilities in  
7 general?

8 MR. PRATT: In general, yes, sir. Plus the  
9 fact, like I said, it's not worth the cost, when you consider  
10 all the factors into it, it just doesn't -- it won't wash.

11 HEARING EXAMINER CONRAD: All right, thank you  
12 for your testimony.

13 MR. PRATT: Yes, sir.

14 HEARING EXAMINER CONRAD: If you could state  
15 your name and address for the record.

16 MR. WESSON: My name is Ronald Wesson, 134 Ward  
17 Road in Windsor, Chairman of Bertie County Board of  
18 Commissioners.

19 HEARING EXAMINER CONRAD: And would you like to  
20 be sworn or affirmed?

21 RON WESSON: Being first duly sworn,

22 Testified as follows:

23 HEARING EXAMINER CONRAD: You can proceed with  
24 any testimony you'd like to give.

1 MR. WESSON: Let me say this, first of all, Mr.  
2 Pratt, who made the complaint, is an upstanding citizen here  
3 in this community, and I respect his opinion. But let me say  
4 this, I just want to put a few facts on the record around the  
5 solar farm industry here in Bertie County.

6 The first solar farm that was built here in the  
7 County was a partnership between the County and the Town of  
8 Windsor, and it was with SunEnergy. And I want to say that  
9 that whole construction process went extremely well, and they  
10 lived up to everything that they said they would do.

11 We had a meeting at our last commissioners's  
12 meeting in Askewsville, and we had a representative from  
13 SunEnergy who came and talked to citizens about the impact,  
14 to make sure that citizens understood that there were no  
15 carcinogens, there was no radiation negative impact, that  
16 this was simply just, you know, glass and aluminum and steel  
17 in the ground. And every contractor we've had with firms in  
18 the County that we've licensed, they have agreed to remove  
19 those products from the land once that lease is over. And  
20 so, you know, I think that's a positive thing.

21 Let me say this, that the five or so I think  
22 that have been licensed, and the three that are running, one  
23 interesting fact. In January, Bertie County was one of the  
24 only two counties that showed a decrease in unemployment.

1 Out of 100 counties, only two, in January. That was a direct  
2 result of 138 citizens being hired to work in the solar  
3 farms, the two that were under construction. Many of those  
4 folks have now gained skills, and we're looking, since  
5 they're not permanent jobs, but to move them on to other  
6 projects that are likely -- that we've already licensed, and  
7 that should come up.

8 We think that's a very positive thing. So  
9 there's a lot of folks here in this community had a great  
10 Christmas because of the impact of jobs here in this  
11 community. And one thing we're asking of this Commission,  
12 more than anything else, is to find jobs, good paying jobs,  
13 jobs that sustain citizens.

14 I can't speak to -- every citizen has a right to  
15 say what they like or what they don't like. I guess the  
16 comment I wanted to say for the record is that we believe, or  
17 we would not have licensed these firms if we didn't think  
18 they would have a positive impact on the economy here in  
19 Bertie County. Thank you.

20 HEARING EXAMINER CONRAD: I just have one quick  
21 question of the County Commissioner here. Is there a zoning  
22 process in the County or is there zoning at all in the  
23 County?

24 MR. WESSON: We don't have any zoning in the



1 County. And let me say one other thing that I just thought  
2 about. You look historically at rural areas like Bertie  
3 County. Why folks, if you study history, you'll find that  
4 when electric companies wanted to expand to rural areas,  
5 folks said the same thing. Oh, they have to be subsidized in  
6 order to work. Well they were. And now, it grew electricity  
7 in rural areas like ours.

8 Most industries like that, in the initial  
9 stages, are subsidized. And what would have happened if we  
10 had not subsidized the move of electric firms out into rural  
11 areas? I'm not sure where we'd be exactly. We wouldn't  
12 probably be exactly where we are.

13 But I think that can be appropriate in some  
14 cases. In some cases, perhaps not. But that's for the  
15 citizens to decide.

16 HEARING EXAMINER CONRAD: Is there anyone else  
17 in the room that didn't get the chance to sign up on the  
18 sheet that would like to now provide testimony?

19 You can come forward, ma'am. If you could state  
20 your name and address for the record.

21 MS. GURKIN: Norma Gurkin, 3371 Fire Department  
22 Road, Williamston, North Carolina.

23 HEARING EXAMINER CONRAD: And would you like to  
24 be sworn in or affirmed?



1 MS. GURKIN: Swear in.

2 NORMA GURKIN; Being first duly sworn,  
3 Testified as follows:

4 HEARING EXAMINER CONRAD: You can proceed with  
5 whatever testimony you would like to give.

6 MS. GURKIN: First, I would like to say good  
7 evening to the Commissioners and everyone in attendance  
8 tonight.

9 My name is Norma Gurkin. I am the owner of the  
10 farm that is the focus of this evening's meeting.

11 To begin with, I would like everyone to know  
12 that even though my current residence is in Martin County, I  
13 am not an absentee landowner. To the contrary, I have very  
14 deep ties to Bertie County.

15 I was born and raised in Windsor. My brother  
16 currently lives in Windsor, and as recently as the year 2014,  
17 due to an illness, I, myself, lived in Windsor for one year  
18 in a rental house that I own located three blocks from this  
19 courthouse, on Byrd Street. The farm in question tonight has  
20 been in my family for as long as I can remember.

21 My understanding is that this hearing is in  
22 response to an objection that has been lodged against a  
23 proposed solar project to be built by SunEnergy1 on the farm  
24 that I own. It is my understanding that the basis for this

1 objection is based on the concern that farm land is being  
2 lost.

3           Since I was raised in Bertie County, and I grew  
4 up watching my father farm this land I can certainly be  
5 sympathetic to that perspective. But, myself, my husband, my  
6 son and my family would like to go on record as supporting  
7 the solar project 100 percent.

8           While the petitioner feels this project would be  
9 destructive, I have to strongly disagree with that viewpoint.  
10 To the contrary, I hope after I share the back story with you  
11 tonight, that you'll agree with me that this solar project  
12 might be the vehicle to help me save this family farm for my  
13 son, my grandchildren and possibly generations to come behind  
14 them.

15           If you'll kindly indulge me for a minute or two,  
16 I would like to share my personal story involving this farm  
17 with you. As I stated earlier, I grew up with this farm in  
18 my family, and I have strong emotional bonds with this land.  
19 I remember, as a little girl, going with my dad to this farm  
20 and watching him work the land. I have many wonderful  
21 memories of that time.

22           I inherited this farm from my mother three years  
23 ago. My goal at that time was, and still is, to keep this  
24 farm and be able to pass it down to my son and grandchildren.

1           Immediately after inheriting this farm, I became  
2 very ill. I was sick for two years before we were finally  
3 able to figure out what the cause of my illness was. As it  
4 turns out, I am allergic to the house where my husband and I  
5 were living. We discovered that there was mold under the  
6 floorboards of the house, and I am very allergic to it.

7           After two years of mis-diagnosis and even  
8 unneeded surgery, in an effort to figure out my mystery  
9 illness, we were relieved to finally be able to fix me.  
10 Unfortunately, the fix for me was to move out of our house,  
11 according to the doctor. Allergy shots did not work for me.  
12 As a matter of fact, they made me sicker.

13           I moved into the rental house that I owned here  
14 in Windsor in an effort to get better. My husband had to  
15 commute back and forth from Williamston for a whole year,  
16 because his work is centered in Martin County. It was very  
17 stressful leaving our home, but from a health perspective, it  
18 worked. I steadily continued to improve.

19           Though my health was much improved, we had a new  
20 nightmare to deal with. We had effectively lost our home and  
21 almost all the contents inside, because I am allergic to  
22 almost all of it. We lost our home, family heirlooms,  
23 clothes, furniture, papers, and the list goes on.

24           To add insult to injury, even if we were to



1 remediate underneath this house, it would be extremely  
2 costly, and I still would not be able to live in it again.  
3 To date, all we've been able to salvage are some dishes,  
4 china, a couple of TVs and a couple of lamps. We have taken  
5 a devastating financial hit. At an advancing age, we are now  
6 faced with replacing a house that we had already paid for,  
7 plus most of our personal items. Painful decisions now had  
8 to be made.

9           The first decision was to cut timber that was on  
10 the farm in order to get a single-wide trailer to put beside  
11 our other house so that we could live in it. We are  
12 currently in that single-wide trailer.

13           The second decision that was made was that we  
14 would have to sell this farm in order to make it financially,  
15 since I had not been able to work for several years. Plus,  
16 this was the only way to hopefully replace our house with  
17 something in the future.

18           This decision broke my heart, because I would  
19 not be able to hang onto the farm. My son was simply  
20 distraught, because he loves this farm as much as I do.

21           We had just started making plans to put the farm  
22 up for sale when we were contacted by SunEnergy1 about the  
23 solar project. The solar project had been an answer, has  
24 been an answer, to my family's prayers. SunEnergy1 has been

1 good to work with, and they've provided the vehicle that I  
2 needed in order to keep my farm in my family.

3           If the solar project goes through, it will  
4 provide the financial assistance that myself and my husband  
5 need to get our life back on track. And at the end of the  
6 contract period, the infrastructure will be removed, and my  
7 son will be able to convert it back to a farm for himself and  
8 his family to enjoy, make memories with, and, hopefully, be  
9 able to hand down to future generations. If this project  
10 does not go through, then this farm will have to be sold.

11           Financially, we have no choice. If it is sold,  
12 then we have no control over who it goes to and for what  
13 purpose they will use it. In my mind, it is pretty cut and  
14 dry. In order to be certain that this particular farm will  
15 survive for future generations of my family to enjoy and  
16 prosper from, this project needs to go through. In my view,  
17 this project is the way to guarantee that this is one farm  
18 that will not be lost in the future. It will likely remain  
19 with my family, to revert back to a fully functioning farm,  
20 at the end of the contract period. If this solar project is  
21 not allowed to proceed and I am forced to sell, then the  
22 future of this farm is left to chance.

23           This farm is not isolated somewhere. It is on  
24 Highway 17. It could be picked up by a buyer for any number

1 of purposes. We just don't know how that will go.

2 I hope that you will agree with me, that the  
3 future of this farm is better not left to chance. And the  
4 certain way to ensure its future is by allowing the  
5 SunEnergy1 project to go forward, which provides my family a  
6 way to keep our farm

7 On a personal note, after losing my home, plus  
8 so many personal items and heirlooms that were important to  
9 me, I would appreciate being able to keep something, the  
10 family farm.

11 Now that you've heard my personal story, I'd  
12 like to take a moment to share a few thoughts about this  
13 proposed SunEnergy1 solar project from the macro viewpoint.  
14 I feel that solar farms are a huge positive for Bertie  
15 County. Let's face it, Bertie County is disadvantaged, and I  
16 feel that it can use all the help it can get. I feel that a  
17 large portion of the money derived from solar farms in Bertie  
18 County, whether it is in the form of job paychecks for people  
19 hired, or money paid in rent to landowners, would help the  
20 county as it circulates through the local economy.

21 Something else to be considered, I believe, is  
22 the positive press and image that can be gained from being  
23 seen as a county, not that's stuck in the mud, but rather as  
24 a county that is forward thinking and on the cutting edge of



1 emerging green industry.

2 In an urban setting, the land shortage can be a  
3 concern. But in the case of Bertie County, land and trees  
4 are in abundance. What Bertie County has a shortage of is  
5 positive economic forces and catalysts to encourage people to  
6 view Bertie County as an area trying to position itself as a  
7 leader for the future. Solar farms could represent one of  
8 those catalysts.

9 In conclusion, I believe just the fact that the  
10 Town of Windsor and Bertie County, itself, leased land for  
11 solar farm construction, I think proves the willingness of  
12 this area and its people to embrace the future.

13 I thank the Commissioners in advance for their  
14 consideration, and appreciate their willingness to keep an  
15 open mind. Thank you.

16 HEARING EXAMINER CONRAD: Thank you. Is there  
17 anyone else present that would like to speak tonight? All  
18 right. Seeing none, we will conclude the public portion of  
19 the hearing and move on to the evidentiary portion. Ms.  
20 Mitchell?

21 MS. MITCHELL: We'd call Bradley Fite.

22 HEARING EXAMINER CONRAD: All right. If you  
23 could, state your name and address for the record.

24 MR. FITE: Bradley Fite. My address is 119

1 Forest Ridge Road, Mooresville, North Carolina.

2 BRADLEY FITE; Being first duly sworn,

3 Testified as follows:

4 HEARING EXAMINER CONRAD: All right, proceed.

5 DIRECT EXAMINATION BY MS. MITCHELL:

6 Q Mr. Fite, did you cause to be pre-filed in this  
7 Docket seven pages of direct testimony in question and answer  
8 format on March 9, 2015?

9 A Yes, I did.

10 Q And, if I asked you the questions today, would  
11 your answers be the same as in that testimony?

12 A Yes, they would.

13 MS. MITCHELL: At this point, I will move that  
14 the direct testimony of Bradley Fite, pre-filed on March 9,  
15 2015, be copied into the record as a delivered oral exam and  
16 received into evidence.

17 HEARING EXAMINER CONRAD: So moved.

18 (Whereupon, the prefiled direct testimony of Bradley Fite  
19 was copied into the record as if given orally from the  
20 stand.)

21

22

23

24



1 Q. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

2 A. My name is Bradley Fite. My business address is 192 Raceway Drive,  
3 Mooresville, NC 28117.

4  
5 Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

6 A. I am Chief Operations Officer ("COO") of SunEnergy1, LLC  
7 ("SunEnergy1"). SunEnergy1 is an affiliate of Windsor Hwy 17 Solar, LLC  
8 ("Windsor"). SunEnergy1 develops utility scale solar photovoltaic ("PV")  
9 generating facilities in North Carolina.

10  
11 Q. PLEASE DISCUSS YOUR CREDENTIALS.

12 A. I hold an unlimited electrical license in the state of North Carolina. I am  
13 certified through Underwriter's Laboratory ("UL") as a professional  
14 photovoltaic ("PV") installer. I hold several certifications through the North  
15 American Board of Certified Energy Practitioners ("NABCEP"), including  
16 professional PV installer certification. In my role as COO at SunEnergy1, I  
17 have overseen the development of 25 solar PV facilities with an approximate  
18 total generating capacity of 200 MW. I am currently overseeing the  
19 development of an additional 200 MW of solar generation projected to be in  
20 service by the end of 2015.

21  
22 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

1 A. The purpose of my testimony is to support Windsor's application for a  
2 Certificate of Public Convenience and Necessity ("CPCN").  
3

4 **Q. PLEASE DESCRIBE THE PROPOSED FACILITY FOR WHICH**  
5 **WINDSOR SEEKS THE CPCN.**

6 A. The proposed facility is described in detail in the application for the CPCN  
7 filed in this docket (the "Facility"), which is attached hereto as Exhibit 1.  
8 The Facility will be located at 549-813 US Highway 17 in Windsor, Bertie  
9 County, North Carolina. Windsor is leasing the real property on which the  
10 Facility will be located from the current owners.  
11

12 As proposed, the Facility will be a solar photovoltaic ("PV") generating  
13 facility with a nameplate capacity of 5 megawatts ("MW"). The major  
14 equipment includes panels, racking, and inverters. The Facility will be  
15 fenced at the perimeter.  
16

17 It is anticipated that the facility will be energized and placed in service by  
18 December 31, 2015 or thereafter.  
19

20 **Q. TO WHOM WILL WINDSOR SELL THE ELECTRICAL OUTPUT**  
21 **GENERATED BY THE FACILITY?**

22 A. Windsor will sell the output of the facility to Dominion North Carolina  
23 Power ("DNCP") pursuant to a long-term power purchase agreement.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

**Q. PLEASE EXPLAIN THE STEPS THAT WINDSOR PLANS TO TAKE TO MINIMIZE THE DISTURBANCE TO NEIGHBORS DURING THE CONSTRUCTION OF THE FACILITY.**

A. SunEnergy1 has developed numerous solar facilities in North Carolina and strives to be a good neighbor during construction. In general, solar facilities are constructed fairly quickly, over a period of several months, which means disturbances associated with construction are relatively short-lived. Although we construct the facilities quickly, we operate heavy machinery during limited hours, typically from 7:00 am to 7:00 pm, and work to ensure that sedimentation and erosion control measures are in place throughout any land disturbance. In addition, to the greatest extent possible, we maintain a trash and litter-free construction site.

**Q. PLEASE EXPLAIN THE STEPS THAT WINDSOR WILL TAKE TO MAINTAIN THE FACILITY OVER THE COURSE OF ITS OPERATING LIFE.**

A. Upon completion of the construction of the Facility, Windsor will stabilize and landscape the site. The site will be completely fenced. Thereafter, the site will be mowed on regular intervals every few weeks. Annually, in late spring after pollen season, the panels are washed with water. The Facility will be serviced as necessary and tested for proper operation on a yearly basis.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

**Q. HOW WILL THE COMMUNITY BENEFIT FROM THIS FACILITY?**

A. First and foremost, the Facility will provide 11,970,000 kWh a year of clean, emissions-free power. The addition of this clean power to DNCP's system has the potential to cause DNCP to defer the addition of fossil fuel-fired generation to its generating fleet.

Second, the Facility will involve significant economic development benefits in Bertie County. It is anticipated that construction of the Facility will create 75-100 jobs for approximately 6 months and will utilize local businesses during construction. In addition, the Facility will provide additional tax base to the local governments and result in tens of thousands of dollars of additional personal property tax revenue annually.

**Q. PLEASE EXPLAIN WHY THE COMMISSION SHOULD ENTER AN ORDER AWARDING THE CPCN FOR THE FACILITY.**

A. In 2007, with the enactment of Session Law 2007-397 ("Senate Bill 3"), North Carolina became the first state in the southeastern United States to adopt a renewable energy and energy efficiency portfolio standard ("REPS"). As required by Senate Bill 3, by 2021, investor-owned utilities, such as DNCP, are required to meet up to 12.5% of energy needs for retail sales through renewable energy resources or energy efficiency measures.



1 Moreover, North Carolina law mandates that a specific portion of this REPS  
 2 obligation must be met with solar resources. Specifically, by 2021 investor-  
 3 owned utilities must meet 0.2% of 2020 retail sales through solar resources;  
 4 DNCP predicts that 8,990,000 kWh of solar energy will be necessary to meet  
 5 this obligation. See Integrated Resource Plan of Dominion North Carolina  
 6 Power, NCUC Docket No. E-100, Sub 137, August 29, 2013 (“IRP”), Figure  
 7 4.3.2.2. Compliance with these REPS requirements is demonstrated through  
 8 the purchase of renewable energy certificates (“RECs”). The Facility will  
 9 provide a significant source of RECs for use by electric power suppliers to  
 10 comply with REPS. It is anticipated that the Facility will provide 11,970  
 11 RECs annually.

12  
 13 In addition to facilitating compliance with REPS obligations, the Facility  
 14 will promote the various objectives of Senate Bill 3, including: 1)  
 15 diversifying the resources used to meet the energy needs of North Carolina  
 16 consumers; 2) providing greater energy security through the use of  
 17 indigenous resources; 3) encouraging private investment in renewable  
 18 energy; and 4) providing air quality and other benefits to the citizens of the  
 19 state.

20  
 21 The electric utilities in North Carolina, including DNCP, have  
 22 acknowledged the generation benefits of solar PV. Specifically, in its  
 23 Virginia service territory, DNCP owns (or will own) 24 MW (nameplate) of

1 solar PV generating capacity as part of its Solar Partnership Program. See  
2 IRP, p. 6.

3  
4 Finally, the Facility will self-certify as a qualifying facility (“QF”) for the  
5 purposes of the Public Utility Regulatory Policies Act of 1978, which  
6 mandates the purchase of electrical output from QFs.

7  
8 In light of the state and federal policies encouraging the development of  
9 renewable energy as well as the benefits of solar PV, which are recognized  
10 even by DNCP, the Commission should award the CPCN for the Facility.

11  
12 **Q. WHAT IS YOUR RESPONSE TO THE COMPLAINTS FILED IN**  
13 **THIS DOCKET BY MR. PRATT?**

14 A. I have read Mr. Pratt’s letter and understand his concerns. However, as  
15 previously testified, both the federal and state governments, as well as the  
16 purchasing utility, have recognized the benefits of solar generation.

17  
18 **Q. WHAT IS YOUR RECOMMENDATION WITH RESPECT TO THE**  
19 **APPLICATION FOR A CPCN?**

20 A. It is my recommendation that the Commission issue an order granting the  
21 CPCN.

22  
23 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

6

- 1 A. Yes.
- 2 4846-6317-9554, v. 2

1 MS. MITCHELL: And that the exhibit to his  
2 testimony be received into evidence, as well.

3 HEARING EXAMINER CONRAD: So moved.

4 (Whereupon, Fite Exhibit  
5 Number 1 was identified as  
6 premarked and admitted  
7 into evidence.)

8 Q Have you prepared a summary of your testimony?

9 A Yes, I have.

10 HEARING EXAMINER CONRAD: Proceed.

11 MR. FITE: My name is Bradley Fite. I am the  
12 Chief Operations Officer of SunEnergy1, LLC. SunEnergy1  
13 develops utility scale photovoltaic generating facilities in  
14 North Carolina. SunEnergy1 is an affiliate of Windsor  
15 Highway 17 Solar and will construct the facility.

16 In my role as COO at SunEnergy1, I have overseen  
17 the development of 25 solar PV facilities with an approximate  
18 total generating capacity of 200 MW. I am currently  
19 overseeing the development of an additional 200 MW of solar  
20 generated projected to be in service by the end of 2015.

21 The purpose of my testimony tonight is to  
22 support the Windsor Highway 17 Solar's application for a CPCN  
23 for a 5 MW solar generating facility. The facility will be  
24 located at approximately 549 through 813 on Highway 17 in



1 Windsor. Power generated by the facility will be sold to  
2 Dominion.

3 SunEnergy1 has developed numerous solar  
4 facilities in North Carolina and tries to be a good neighbor  
5 during construction. In general, solar facilities are  
6 constructed fairly quickly, over a period of several months.  
7 Although we construct the facilities quickly, we operate  
8 heavy machinery during limited hours, typically 7:00 A.M. to  
9 7:00 P.M.

10 The facility will comply with any and all local  
11 land use regulations. We will work with the local  
12 jurisdictions to ensure all necessary approvals to construct  
13 the facility.

14 As noted in the Application, the facility will  
15 produce RECs that will be sold to DNCP and will facilitate  
16 the utilities' compliance with its obligations under the  
17 North Carolina REPs Law.

18 One of the stated objectives in North Carolina  
19 REPs Law is to promote the development of renewable energy  
20 and to encourage private investment in renewable energy. The  
21 policy objective of the Federal Public Utility Regulations  
22 Policy Act of 1978 is to encourage the development of  
23 facilities like the one that is the subject of this  
24 proceeding.

1           The Commission should grant this CPCN in light  
2 of these state and federal policy objectives.

3 EXAMINATION BY HEARING EXAMINER CONRAD:

4           Q     Just a couple of real quick questions, Mr. Fite.  
5 You've heard testimony earlier today that SunEnergy1 has  
6 made a -- installed a solar farm already in Bertie County in  
7 conjunction with the County. Are you aware of that project?

8           A     Yes, sir.

9           Q     Do you know the name of that project, by any  
10 chance?

11          A     We just call that Windsor.

12          Q     Windsor?

13          A     Yes, sir.

14          Q     And has that project been completed --

15          A     Yes, sir.

16          Q     -- in service?

17          A     Yes, sir.

18          Q     Do you typically have decommissioning plans that  
19 accompany your facilities?

20          A     Yes, sir. Predominantly, we have not been asked  
21 to put decommissioning bonds down. We've been able to  
22 effectively show that the raw materials, recyclable  
23 materials, exceed the amount of decommissioning bond. But we  
24 do have a decommissioning plan that goes in place. For the

1 most part, steel beams, everything on the site, is recyclable  
2 without exception. It's real easy. It's post driven in the  
3 ground. You just pull them up, it goes back to farmland.  
4 There's no concrete poured, or anything, to really tear up or  
5 destruct.

6 HEARING EXAMINER CONRAD: That concludes my  
7 questioning, sir. Do you have any redirect?

8 MS. MITCHELL: No redirect.

9 HEARING EXAMINER CONRAD: All right, that will  
10 conclude the evidentiary hearing portion of the hearing this  
11 evening. The Commission notes that, although not present,  
12 the Public Staff and agency that represents the using and  
13 consuming public before the Commission has expressed its  
14 interest in providing a recommendation to the Commission on  
15 the Application. With that in mind, I'll request that the  
16 Public Staff file its recommendation regarding the  
17 Application within two weeks of the transcript of this  
18 hearing being made available. And could we have proposed  
19 orders 30 days from the transcript being available? Any  
20 other matters before we adjourn?

21 MS. MITCHELL: No other matters.

22 HEARING EXAMINER CONRAD: All right, we stand  
23 adjourned pending Commission Order.

24 (Whereupon, the proceedings were adjourned.)

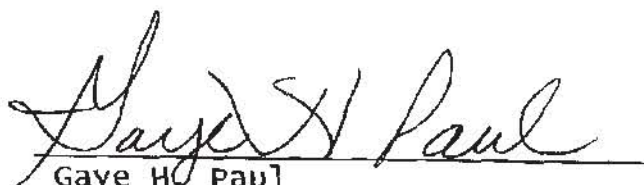
STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT

C E R T I F I C A T E

I, Gaye H. Paul, Notary Public/Court Reporter, do hereby certify that the foregoing hearing before the North Carolina Utilities Commission in Docket No. SP-4655, sub 0 was taken and transcribed under my supervision; and that the foregoing pages constitute a true and accurate transcript of said Hearing.

I do further certify that I am not of counsel for, or in the employment of either of the parties to this action, nor am I interested in the results of this action.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 6th day of April, 2015.

  
Gaye H. Paul  
Notary Public No. 19951950067

**THIS PAGE WAS INTENTIONALLY LEFT BLANK.**



## Solar Enriches Big Business, Costs Consumers

By DAN WAY  
Associate Editor

**W**hile Duke Energy is passing higher costs to ratepayers because state law forces it to purchase renewable energy, the utility also claimed \$62.8 million in tax write-offs in 2014 for its own investments in green power projects.

The electric giant accounted for roughly half of the state's \$126,661,982 renewable tax credit payments in 2014, with Blue Cross and Blue Shield of North Carolina a distant second at \$16.8 million, according to state Department of Revenue records.

Dating back to 2010, Duke has claimed an additional \$3,112,503 in tax credits, and BCBS has been issued another \$12,696,204.

The state grants tax credits for 35 percent of investments in renewable energy projects, most of them solar farms.

Developers also can claim a 30 percent federal tax credit for solar projects. In addition, the N.C. Clean Energy Technology Center at N.C. State University lists 113 programs under which renewable projects in North Carolina can qualify for various state, federal, and other incentives.

State Revenue Department records show that big solar is big business for big business.

The state has issued \$224,508,181 in tax credits since 2010, according to Revenue Department records.

Aside from Duke and BCBS, the lion's share of the largest tax credits since 2010 went to insurance companies and banks. Those include Metropolitan Life (\$15,203,523), Bank of America (\$7,969,794), and BB&T (\$6,672,487).

"It is very common for banks or insurance companies with tax liability in North Carolina to have full or partial ownership in renewable energy, historic preservation, and low-income housing projects" to qualify for tax credits that offset their tax burden, said Allison Eckley, spokeswoman for the N.C. Sustainable Energy Association.

She said the 2014 Revenue Department report shows that \$717.6 million was invested in renewable energy proj-

ects that utilized the Renewable Energy Investment Tax Credit.

"These investments from banks, insurance, and other companies in North Carolina are leading to \$1.54 in tax revenue for state and local governments for every \$1 of tax credit claimed," Eckley said.

Economists at the Beacon Hill Institute of Suffolk University criticized the study touted by the renewable industry showing tax revenue and jobs gains in North Carolina from renewables.

Some state lawmakers disagree with the renewable industry's study as well and want to eliminate the state's renewable tax credits, which are set to expire at the end of this year.

Among objections to the renewable tax credits is their uniquely transferable nature. While the credits cannot change ownership and, technically, cannot be transferred, the law is written in such a way as to make that the practical outcome.

Here's how that works. The original developer and investor form a flow-through partnership allocating installment shares of the tax credits over a period of years.

According to the Revenue Department, if a partner sells his interest in the flow-through entity after the first taxable year, the buyer can claim the former partner's share of the credit. Technically, the credit stayed with the partnership, even though the partners changed.

There are doubts about how closely the program is monitored for abuse or fraud. Moreover, development partnerships may claim multiple, separate tax credits on the same project rather than limiting them to one tax credit per facility.

The solar industry is pushing back against proposed legislation capping the legislatively mandated purchase of renewable energy at 6 percent of utilities' power mix. Without the cap, the requirement to use renewable energy will rise to 12.5 percent by 2021.

Continued on back

### WHO BENEFITS

Aside from Duke Energy and Blue Cross and Blue Shield, the companies that benefited most from large renewable tax credits claimed on renewable energy projects in 2014 include:

- Hartford Insurance through eight separate companies (\$4,018,118)
- USAA Casualty Insurance, USAA General Indemnity, and USAA Life Insurance companies (\$2,688,210)
- United Services Automobile Association (\$2,368,258)
- Northwestern Mutual Life Ins. Co. (\$2,240,000)
- BB&T (\$1,870,869)
- Southern Farm Bureau Life Insurance (\$1,556,785)
- First Citizens Bancshares (\$1,103,769)
- Glenworth Life and Annuity and Glenworth Life Insurance Co. (\$1,026,571)
- Builders Mutual Insurance Co. (\$1,005,391)
- Federal Insurance Co. (\$998,266)
- Owners Insurance Co. (\$551,926)
- Transamerica Life Insurance (\$543,480)
- Southern Power Company (\$520,435)
- Sentinel Insurance (\$378,352)
- Standard Insurance (\$327,289)
- United States Surgical Corp. (\$283,590)
- Peoples Bank (\$200,000)
- Union Security Insurance (\$191,339)
- Synergy Insurance (\$183,195)
- Time Insurance (\$166,430)
- Vigilant Insurance Co. (\$138,184)
- Trumbull Insurance (\$114,889)

Source: N.C. Department of Revenue



Continued from front

One of the most vocal critics of the tax credits is state Rep. Chris Millis, R-Pender, who unsuccessfully pushed legislation this session sunsetting the 35 percent tax credit.

"Why should the hard-earned dollars of my constituents be taken by way of their tax bills and their power bills to underwrite the prosperity of an industry that provides no net economic or environmental benefit to their person?" Millis asked.

The \$224.5 million in tax credits issued since 2010 may understate the magnitude of the payouts to businesses.

State law allows the credits to be taken over a period of five years, rather than in one lump sum in the year they were earned. An extension of five years is possible under certain circumstances.

"Since the credit is taken in five installments, and due to the extent of the growth in the credit in recent years, there are significant amounts of credits earned but not yet used that will impact future tax collections," legislative Fiscal Research Division staff said in a June 8 email to Millis.

Duke Energy's 2014 tax credit claim is an example. The Revenue Department's report for the 2014 calendar year "includes amended tax returns that combined four years of solar, hydro, and other renewable projects into one year," said Duke spokeswoman Anne Sheffield.

"The report includes a pilot rooftop solar program launched by Duke Energy Carolinas in 2009, and N.C. projects launched by Duke Energy's commercial business unit," Sheffield said. "The amount reflects what was processed by the Department of Revenue versus what was used by Duke Energy in 2014."

Sheffield said Duke's solar credit installments for 2014 were about \$5 million, associated with its commercial business unit, Duke Energy Renewables.

Even so, in testimony last year before the state Joint Legislative Commission on Energy Policy, Paul Newton, president of Duke Energy North Carolina, said the utility's lower-income customers subsidize more affluent customers who can afford rooftop solar panels on their homes.

Utilities are required to purchase solar power from "qualifying facilities," including residential solar installations.

Annual rate increases of \$100 million for 15 years would be imposed on power customers if all renewable energy facilities that were under consideration in 2014 were completed, Newton said at the time.

Duke has not provided *Carolina Journal* with a total cost

of the renewable mandates to date.

"I don't have an aggregate amount on what we've invested. There's a lot of stuff in the pipeline, and the investments are passed on through a ratemaking procedural matter," said Duke spokesman Tom Williams.

But the utility has raised customers' annual bills to meet the direct costs of the renewable mandates.

"Duke Energy Carolinas is closer to \$6 [annually], Duke Energy Progress is closer to \$10," depending on how far along they are to meet the mandates, Williams said.

Duke has not taken a position on the tax credit debate in the legislature, he said.

"We believe a decision on whether to extend or allow the program to sunset is a decision best suited for state lawmakers," Williams said.

If there are major changes to the state's renewable mandates, "we have been suggesting that it be done through a collaborative stakeholder approach to consider the many renewable issues before the state — the same approach that created the RPS in 2007 — and involved legislators from both parties, industry groups, consumer advocates, and environmental groups," Williams said.

"I am not against the form of energy they promote but against the subsidization of the industry on the backs of the taxpayers and energy ratepayers," Millis said. Aside from the forgone tax dollars, he also is concerned about the lack of scrutiny the tax credits receive.

"From my understanding from the Department of Revenue, there is no audit on what individuals are claiming as expenses [and] whether the expenses are valid," Millis said.

Millis also suggested that state law is written in a solar-friendly way, letting solar farms avoid the \$2.5 million cap on allowable tax credits per energy facility.

He believes developers are collecting multiple credits on individual arrays of solar panels at a solar farm rather than being limited to one credit per project. For example, a \$100 million solar farm with 10 separate components might generate \$25 million in tax credits rather than \$2.5 million for the overall project.

In its email response, the Revenue Department said the law allows an "installation of renewable energy property" to receive the tax credit. An installation is defined as "property that standing alone or in combination with other machinery, equipment, or real property is able to produce usable energy on its own. Therefore, a single project may be comprised of multiple installations of renewable energy property" eligible for the tax credit.

CJ



## The Unintended Consequences of Industrial Solar and Wind Facilities

On Friday, 11 December, two distinguished NC State University professors, Dr. Ron Heiniger and Dr. Herb Eckerlin gave a presentation on some of the unintended consequences of turning productive agricultural land over to industrial solar and wind energy facilities.

Dr. Heiniger, a crop scientist, pointed out that cleared land in this region quickly reverts to its natural state. The natural resurgence growth of weeds, shrubs and trees can quickly overcome solar panels while forest trees around wind turbines must be kept cleared. This means that a comprehensive plan for controlling weeds must be incorporated into solar and wind development plans. Weed control generally falls into three areas: herbicides, mowing and ground covers. All have their problems and a potential to harm the land.

One of the greatest problems is decommissioning. Both solar panels and wind turbines have an estimated useful life of 15 to 20 years after which they must be removed. Solar panels contain significant amount of toxic materials, Cadmium Telluride in particular. 100 acres of solar panels contains about 1.6 tons of Cadmium Telluride and currently there is no way to dispose of this or the other toxic materials involved. Nonproductive or damaged solar panels may not be put into land fills and can not be recycling in the United States. This could be a major problem if a hurricane or tornado destroys a facility and scatters panels. Similarly, huge wind turbines must be dismantled and disposed of, but will still leave miles of compacted access roads and transmission lines as well as huge concrete foundation, which will be all but impossible to remove. Leaving solar or wind structures in place is not a good option because they will continue to deteriorate resulting in further pollution of the land and a blight on the landscape. Decommissioning should be dealt with in the initial development plans for both solar and wind facilities and it should be made clear that the developer is responsible for maintenance and decommissioning with a bond being required to cover the cost. If this is not done, the landowner, who is ultimately responsible, may well end up loosing his land to liens and foreclosure.

Dr. Heiniger also noted that shifting land use from agriculture to solar or wind is life changing, both for the farmer and the community. As land is taken out of agricultural production there will be a ripple effect felt throughout the community. Reduced agriculture production will affect suppliers of chemicals, fertilizer, seed, fuel, truckers, storage facilities and

many other associated businesses. This will result in lost jobs and perhaps entire industries. He also noted that in the next 30 years or so, crop production will have to *double* to supply an increasing population. But, as land is taken out of production for solar or wind, food production from the remaining land will have to *more than double*. Unfortunately, the probable result of taking agricultural land out of production is that that land will be lost to farming forever!

Dr. Eckerlin, a professor of mechanical engineering and a solar heating expert, addressed the mechanics and economics of solar and wind energy production. He noted that, under ideal *sunny* conditions, solar can produce electricity (*on average*) for *about* 5 hours per day. However, actual measurements show that *average real production* is for only 2.84 hours per day - 12% of the time. In addition, both solar and wind electrical generation are *interruptible* sources, that is, they stop generating electricity when the sun isn't shining or the wind isn't blowing. Clouds are a particular problem for solar systems because they can shut down solar electricity immediately. Wind variation has a similar effect on wind energy systems. Since the demand for electric power does not fluctuate on the same schedule as the sun and wind, this means that conventional sources of generation - coal, gas, nuclear - must be on-line and capable of meeting 100% of the demand even when solar and wind are producing some electricity. The primary source of dispatchable power (meaning it can be called up immediately to compensate for fluctuations) are gas turbine driven generators. But, in order to be dispatchable, they must be turning constantly - not producing electricity, but running and using fuel. This is terribly inefficient and wasteful, using more fuel and causing more pollution than if it were generating electricity.

Under North Carolina's Renewable Energy Portfolio Standard (REPS), utilities have to buy *all* the green energy that is available, even if it is not needed. A utility has to pay the solar developer about 6¢ per kWh. However, the utility could generate the same kWhs in-house for about 4.5¢ per kWh. This means that the utility loses about 1.5¢ per kWh. This additional cost is passed on to the rate payer and this burden falls most heavily on the poor.

In addition to the above, to encourage investment renewable energy projects are eligible to receive a 30% Federal Tax Credit and a 35% NC State Tax credit. In 2014, the 35% tax credit cost the State of NC \$126



million in lost tax revenue. This \$126 million shortfall limits the money that government can spend on our schools, teachers, roads, state employees' salaries, etc. The state credit stops at the end of this year, but its impact will carry on for 5 more years.

In summary, the meeting identified the following conclusions:

1. Renewable energy (solar and wind) causes the cost of electricity to increase significantly. This is in contrast to the solar/wind industry's false claim that solar and wind are free and result in lower costs.
2. Solar and wind energy have a negative impact on North Carolina in four major ways:
  - They directly harm North Carolina's biggest industry, Agriculture. After the usual 20 year lease period is over, it is unlikely that the land will ever be used for farming again.
  - Increasing electricity cost will force companies to move to other Southeastern states without REPS and, therefore, lower costs.
  - The departure of industries will result in the loss of NC jobs.
  - Increasing electricity cost will hinder industrial recruiting.
3. The solar and wind industries are government funded. When government monies run out, the solar developers will disappear.
4. There are no plans to replace the solar panels or wind turbines after 20 years. This is not a "sustainable energy program," but rather a government program for investors.
5. This solar/wind energy program has been built on secrecy and money. That is its strength. To date, North Carolinians have been kept in the dark. That is about to change.

# RENEWABLE PORTFOLIO STANDARDS: NORTH CAROLINA

---

## PRIMARY INVESTIGATORS:

Randy T Simmons, PhD  
*Utah State University*

Ryan M. Yonk, PhD  
*Utah State University*

Tyler Brough, PhD  
*Utah State University*

Ken Sim, MS  
*Strata Policy*

Jacob Fishbeck  
*Strata Policy*



INSTITUTE *of*  
POLITICAL ECONOMY  
**UtahState**University

*STRATA POLICY*  
*255 South Main Street*  
*Logan, Utah 84332*  
*www.strata.org*



# TABLE OF CONTENTS

Table of Contents.....	2
Executive Summary.....	3
Background.....	3
Results .....	5
Theoretical Analysis .....	5
Empirical Analysis.....	7
State Coincident Event Study .....	7
The Structural Panel VAR-X Model .....	10
Conclusions from the Empirical Analysis .....	11
Institutional Analysis .....	12
Renewable Energy Development.....	14
Conclusion.....	15
Appendix A.....	16
Technical Considerations of the Beacon Hill Institute’s Study in North Carolina.....	16
Methodology.....	16
Appendix B.....	19
Explanation of Empirical Study Methodology .....	19
Appendix C.....	24
Graphical Analysis of the Dynamic Multiplier Analysis.....	24

## EXECUTIVE SUMMARY

---

The U.S. has no federal mandate for “renewable” power production. Instead, a majority of states, including North Carolina, have created their own state laws called Renewable Portfolio Standards (RPS). These laws mandate that electricity generators and utilities provide a certain amount of their electricity from renewable sources. This report analyzes how the changes in electricity markets caused by RPS alter the functioning of a state’s economy and institutions, with a specific focus on North Carolina. Our report uses a theoretical model, an empirical analysis, and a survey of legal rules. The following are our key findings:

Our theoretical analysis found that North Carolina’s RPS will raise electricity prices significantly across all sectors, with the brunt of the costs falling upon the commercial sector. North Carolina’s cost caps will mitigate these effects, but even that will be at the cost of actually meeting North Carolina’s mandate. If the legislature lifts the cost caps for the purpose of meeting its mandate, electricity prices will skyrocket.

Our empirical analysis finds significant harmful effects on the economies of all states with RPS. States that have adopted an RPS have seen a drop in industrial electricity sales by almost 14 percent. Real personal income has fallen by almost four percent, which figures to a loss of \$14.4 billion or \$3,870 per family. Non-farm employment has declined by nearly 3 percent. Lastly, RPS is correlated with an increase of 10 percent in a state’s unemployment rate, equaling a loss of 23,769 jobs.

Our analysis of the legal rules surrounding the RPS in North Carolina outlines several hindrances to compliance in its requirement for generation from poultry and swine waste, and also from its costs caps—a prediction our theoretical analysis substantiates. North Carolina’s RPS also may not embody the spirit of RPS in general, largely due to the burning of poultry and swine waste, which is not as environmentally-friendly as other sources of renewable generation.

## BACKGROUND

---

North Carolina, a traditionally fossil fuel-heavy state (only 5 percent of their energy in 2005 came from renewable sources), first moved toward renewable energy incentives in 2003 with the formation of NC GreenPower. Formed and administered by Advanced Energy, and backed by investor-owned utilities, the non-profit runs a statewide program to promote renewable energy. Individuals and businesses can make donations to NC GreenPower, which will then invest three out of every four dollars they receive into some form of renewable energy production (they retain \$1 for marketing and administrative purposes). NC GreenPower has supported nearly 20

million kWh of renewable production per year since its creation, an earnest effort but a meager result when compared to conventional energy sources.<sup>1</sup>

When Governor Mike Easley signed Session Law 2007-397 (SB 3) in 2007, North Carolina became the first state in the southeast to implement a Renewable Portfolio Standard. Before the bill was signed, the Environmental Review Commission of the North Carolina General Assembly requested that the North Carolina Utilities Commission (NCUC) undertake a cost-benefit analysis of the program. The NCUC contacted La Capra Associates to perform the analysis.

La Capra presented their findings to the Renewable Energy Committee in December of 2006. Their analysis outlined multiple benefits to the state such as augmented job creation, increased revenue from property taxes, and a reduction in the social costs of electricity from coal power plants.<sup>2</sup> The bill was passed the following August and implemented in February of 2008 after the NCUC issued its Order Adopting Final Rules.<sup>3</sup>

North Carolina's RPS, named the Renewable Energy and Efficiency Portfolio Standard (REPS), is not the most extreme in the nation—it requires investor owned utilities to produce a relatively scant 12.5 percent of 2020 retail electricity sales from eligible renewable resources in 2021. The requirements are even lower for municipal utilities and electrical cooperatives—they only have to meet a target of 10 percent by 2018, and they obey slightly different rules. The fact that utilities may use energy efficiency technologies to meet up to 25 percent of target production, and that they may use energy demand reduction technologies to meet up to 100 percent of target production, may also soften the blow.<sup>4</sup> The following technologies have been approved as appropriate renewable resources: solar-electric, solar thermal, wind, hydropower up to 10 megawatts (MW), ocean current or wave energy, biomass that uses Best Available Control Technology (BACT) for air emissions, landfill gas, combined heat and power (CHP) using waste heat from renewables, and hydrogen derived from renewables. Municipalities and cooperatives may produce up to 30 percent of their required renewable production using hydropower.

North Carolina policy makers have a unique approach to how they would like to see renewable energy produced. The RPS explicitly mandates specific amounts of production from the following resources by 2021: solar, swine waste, and poultry waste (the last two count as "biomass"). 0.02 percent production from solar is required beginning in 2010 and increasing to

---

1 Cherry, D., Saha, S. (2008). Renewable energy in North Carolina. *Popular Government*, 73(3), p. 12-23. Retrieved from <http://iei.ncsu.edu/wp-content/uploads/2013/01/renewableenergync.pdf>

2 La Capra Associates (2006). Analysis of a Renewable Portfolio Standard for the State of North Carolina. Retrieved from <http://www.ncuc.commerce.state.nc.us/reps/NCRPSReport12-06.pdf>

3 North Carolina Utilities Commission. (2014). Renewable energy and energy efficiency portfolio standard. Retrieved from <http://www.ncuc.commerce.state.nc.us/reps/reps.htm>

4 American Council on Renewable Energy. (2014). Renewable energy in the 50 states: Southeastern region. Retrieved from [http://www.acore.org/images/documents/Southeastern\\_Region.pdf](http://www.acore.org/images/documents/Southeastern_Region.pdf)

4 | Renewable Portfolio Standards: North Carolina



0.02 by 2021; 0.07 percent production from swine waste is required beginning in 2014 and increasing to 0.2 percent by 2021. Mandatory poultry waste use begins in 2014 as well, starting with a requirement of 170,000 MWh and increasing to 900,000 MWh by 2021.<sup>5</sup> As with most other RPS, North Carolina utilities may trade or stockpile RECs.

The RPS in North Carolina has also faced opposition since its creation, most recently—and vociferously—from the American Legislative Exchange Council. They have targeted North Carolina as part of a nationwide campaign to rid consumers of RPS and the economic burdens they create. In 2013, with the support of ALEC, House Majority Whip Mike Hager introduced HB 298, the “Affordable and Reliable Energy Act,” but the bill was eventually killed.<sup>6</sup>

The fight over RPS in North Carolina is likely not over. The analyses in following sections of this report will be indispensable for predicting the effects of future bills that would either repeal or strengthen the RPS.

## RESULTS

---

### THEORETICAL ANALYSIS

*Analysis Performed by the Beacon Hill Institute at Suffolk University*

The North Carolina REPS requires that investor-owned utilities produce a total of 12.5 percent of their electricity from renewable energy, or reduce consumption through energy efficiency measures. Municipal owned utilities must meet at target of 10 percent by 2021.<sup>7</sup> As part of these mandates, specific “carve-outs” are included which require that specific percentages of electricity be generated from swine and poultry waste as well as solar power.

The REPS law contains provisions that enable electric utility companies to recoup these costs from customers by implementing a Cost Recovery Rider (CRR). The cost recovery rider is subject to a cap that peaks at annual cost of \$34 for residential customers, \$150 for commercial customers and \$1,000 for industrial customers.

---

5 United States Department of Energy. (2014). Database of State Incentives for Renewables & Efficiency. Retrieved from <http://www.dsireusa.org/>

6 Voters Legislative Transparency Project. (2013). Bill to repeal North Carolina’s RPS passes House committee. Retrieved from <http://vltp.net/bill-to-repeal-north-carolinas-rps-passes-house-committee/>

7 North Carolina Utilities Commission. (2006, December 13). Renewable Energy and Energy Efficiency Portfolio Standard. Retrieved from [http://www.ncuc.commerce.state.nc.us/r\\_eps/reps.htm](http://www.ncuc.commerce.state.nc.us/r_eps/reps.htm)



Renewable energy such as wind and solar power cost more than conventional energy. Energy efficiency measures necessitate large investments that produce a return that is realized in small increments spread out over many years.

The return on energy efficiency investments also are subject to several factors that will diminish their effectiveness in reducing future electricity rate increases. First, energy efficiency investments are subject to diminishing marginal returns. After consumers exhaust the cheapest and most effective measures (e.g., efficient light bulbs), subsequent energy efficiency investments will be less effective and more costly. Second, energy efficiency investments are susceptible to the “rebound effect” and “free riders.” The rebound effect occurs when consumers see their electricity bill decrease and, in response, increase their electricity consumption as supply and demand models predict. An example of a free rider would be a consumer who would have made the energy efficiency investments in the absence of any energy efficiency incentives, but now reaps the reward anyway. Finally, energy efficiency incentives simply transfer a portion of the investment cost from one electricity consumer who does not make the investment—maybe for financial reasons—to another consumer who does.

Table 1 displays the cost of the REPS for the years 2010 through 2014. The total for all six years is \$276 million dollars. However, this is with a REPS mandate that only reaches three percent of total electricity sales in 2012. Moreover, the costs are concentrated on the industrial customer. For example, in 2013, industrial customers paid \$38.8 million for the CRR, or \$390 per customer, while residential customers paid \$19.6 million, or \$4.62 per customer. The cost increases will surge under the 2021 mandate of 12.5 percent, and as a result electricity prices will likely follow.

**TABLE 1: THE COST OF THE NORTH CAROLINA REPS LEGISLATION TO DATE (MILLIONS OF DOLLARS).**

<b>Customer type</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Total</b>
Residential	15.8	23.2	27.2	19.6	9.7	118
Industrial	12.1	17.6	20.9	38.8	33.4	140
Commercial	2.1	2.9	3.5	4.0	2.5	18
<b>Total</b>	<b>30.0</b>	<b>43.7</b>	<b>51.6</b>	<b>62.4</b>	<b>45.6</b>	<b>276</b>

Table 2 displays our cost estimates of the REPS legislation through its effect on retail electricity prices and, thus electricity consumers under two scenarios. The first assumes that the cost recover rider reaches the annual caps established by the legislation. In this case, electricity prices would rise by 2.3 percent for residential customers, 2.1 percent for commercial customers and 0.41 percent for industrial customers.

The second scenario assumes that policymakers raise the caps in order to reach the REPS mandates. In this case, electricity prices would rise by 2.2 percent for residential customers, 12.1 percent for commercial customers and 1.1 percent for industrial customers. Under this scenario, the residential CRR comes in under the price cap, while commercial and industrial CRRs would be well above their respective price caps. If policymakers were to strictly enforce the current cost caps for all customer types, the cost cap for commercial customers would effectively, though

inadvertently, freeze the amount of renewable electricity produced at 6.75 percent in 2017, short of the 10 percent required by the following year.

**TABLE 2: THE EFFECT OF THE REPS ON NORTH CAROLINA ON ELECTRICITY PRICES AND CONSUMERS.**

<b>Cost Cap</b>	<b>Residential</b>	<b>Commercial</b>	<b>Industrial</b>
total annual cost (\$ million)	149	94	9
Per customer (\$)	34	150	1,000
Cents per kWh	0.27	0.19	0.03
Percentage increase	2.3	2.1	0.41
<b>No Cost Cap</b>			
Total annual cost (\$ million)	142	533	25
Per customer (\$)	32	847	2,679
Cents per kWh	0.26	1.10	0.08
Percentage increase	2.2	12.1	1.1

In each situation, the commercial electricity customer bears the brunt of the REPS costs and increase in electricity price increases, posing potential threat to the competitiveness of North Carolina's commercial business base. These results portend dire consequences for the state, and so we prudently turn to our empirical analysis to verify their validity.

## EMPIRICAL ANALYSIS

*Analysis Performed by Tyler Brough, Ph.D., at Utah State University*

### STATE COINCIDENT EVENT STUDY

In this section, we present the results of an event study for state coincident indices—a methodology first fashioned by the Federal Reserve Bank of Philadelphia.<sup>8</sup> The event study indexes the economic conditions of all states across multiple points in time, and assigns as “point zero” each state’s economic conditions on the dates of their respective RPS implementations. The study then compares said economic conditions over a span of 48 months before to 48 months after that enactment date. We then average the results across the different states, which, given that RPS have been implemented in states over a long period, should minimize the effects of anomalies such as recessions and the enactment of other energy-related laws. The indices of

<sup>8</sup> Federal Reserve Bank of Philadelphia. (2015, January 29). State coincident indexes. Retrieved from <http://www.philadelphiafed.org/research-and-data/regional-economy/indexes/coincident/>

each state RPS policy, while enacted in a different calendar month and year, can thus be lined up in this so-called “event time” and averaged. For these reasons, the event study has become a time-honored empirical methodology in finance and economics and a standard course of analysis for the Philadelphia Fed. It is a simple but powerful method for measuring the effect of an exogenous shock to an economic variable of interest. See Mackinlay for a more in-depth discussion of the event study methodology.<sup>9</sup> Table 3 presents the dates of 31 different states that have enacted an RPS policy.

---

<sup>9</sup> MacKinlay, A.C. (1997). Event studies in economics and finance. *Journal of Economic Literature*, 35(1), 13-39.

**TABLE 3: THE DATES (MONTH AND YEAR) OF THE 31 STATES THAT HAVE ENACTED AN RPS POLICY TO DATE**

<b>State</b>	<b>RPS Enactment Date</b>
Arizona	July, 2007
California	January, 2003
Colorado	December, 2004
Connecticut	July, 1998
Delaware	July, 2005
Hawaii	December, 2003
Iowa	January, 1983
Illinois	August, 2007
Kansas	July, 2009
Massachusetts	April, 2002
Maryland	January, 2004
Maine	March, 2000
Michigan	October, 2008
Minnesota	February, 2007
Missouri	November, 2008
Montana	April, 2005
North Carolina	January, 2008
New Hampshire	July, 2007
New Jersey	September, 2001
New Mexico	September, 2007
Nevada	January, 1997
New York	September, 2004
Ohio	May, 2008
Oregon	January, 2007
Pennsylvania	February, 2005
Rhode Island	June, 2004
South Carolina	June, 2014
Texas	September, 1999
Washington	November, 2006
Wisconsin	December, 2001
West Virginia	July, 2009

The results of the event study are presented in Figure 1, wherein we see the response of the state coincident index to the enactment of RPS policies. The coincident index is a measure of the strength of a state economy.



[GO BACK TO NATIONAL SITE \(/\)](#)



[ACTION.AMERICANSFORPROSPERITY.ORG/NORTH CAROLINA](http://action.americansforprosperity.org/north-carolina)

(<https://twitter.com/we.tio/afpn>)

(<https://facebook.tio/afpn>)



([https://www.youtube.tio/Subscription\\_en?uQe=afpnain](https://www.youtube.tio/Subscription_en?uQe=afpnain))

# NEWSROOM

## RENEWABLE ENERGY MANDATE KILLS JOBS, WAGES

### SHARE THIS:

post to facebook (<http://www.facebook.com/sharer.php?u=http%3a%2f%2famericansforprosperity.org%2fnorth-carolina%2farticle%2frenewable-energy-mandate-kills-jobs-wages%2f&t=renewable+energy+mandate+kills+jobs%2c+wages>)

send to twitter (<http://twitter.com/share?url=http%3a%2f%2famericansforprosperity.org%2fnorth-carolina%2farticle%2frenewable-energy-mandate-kills-jobs-wages%2f&text=renewable+energy+mandate+kills+jobs%2c+wages>)

email to a friend ([mailto:?subject=renewable energy mandate kills jobs, wages&body=here%20is%20a%20link%20to%20a%20site%20i%20really%20like.%20%20%20http%3a%2f%2famericansforprosperity.org%2fnorth-carolina%2farticle%2frenewable-energy-mandate-kills-jobs-wages%2f](mailto:?subject=renewable%20energy%20mandate%20kills%20jobs%20wages&body=here%20is%20a%20link%20to%20a%20site%20i%20really%20like.%20%20%20http%3a%2f%2famericansforprosperity.org%2fnorth-carolina%2farticle%2frenewable-energy-mandate-kills-jobs-wages%2f))

print

March 17, 2015

*Costs approach \$3,800 per household*

RALEIGH – Americans for Prosperity – North Carolina’s leading advocate for economic freedom – responded Tuesday to research finding the state’s renewable energy mandate “will raise electricity prices significantly across all sectors.”

Conducted by Strata Policy in conjunction with Utah State University’s Institute of Political Economy, the study of North Carolina’s Renewable Energy Portfolio Standards (RPS) (<http://www.usu.edu/ipe/index.php/renewable-portfolio-standards-north-carolina/>) law concludes the mandate killed 24,000 jobs and \$14.4 billion in personal income while increasing ratepayers’ bills \$149 million annually.

**State Director Donald Dudley** issued the following statement:

**“North Carolina’s renewable energy mandate functions as a special-interest subsidy, and Strata Policy’s study shows a cost approaching \$3,800 annually per North Carolina household. We now know RPS kills jobs and wage growth while driving up costs with burdensome compliance regulations. Utility consumers deserve relief from this misguided law and we urge the conservative majorities in Raleigh to forge ahead with a full repeal of RPS.**

**State lawmakers should heed empirical analysis and deliver reliable and affordable energy to ratepayers who have unknowingly been forced to subsidize government favoritism. Strata Policy discredits assertions that the renewable energy mandate doesn’t impact consumers and reveals the suffocating costs of free-market interference.**

**Special interest mandates send a larger message to the electorate: If at first you don’t succeed, seek a government subsidy. Let’s level the playing field for utilities and consumers who bear the cost of elected officials choosing winners and losers. It’s time to repeal the renewable energy mandate.”**

**Related**

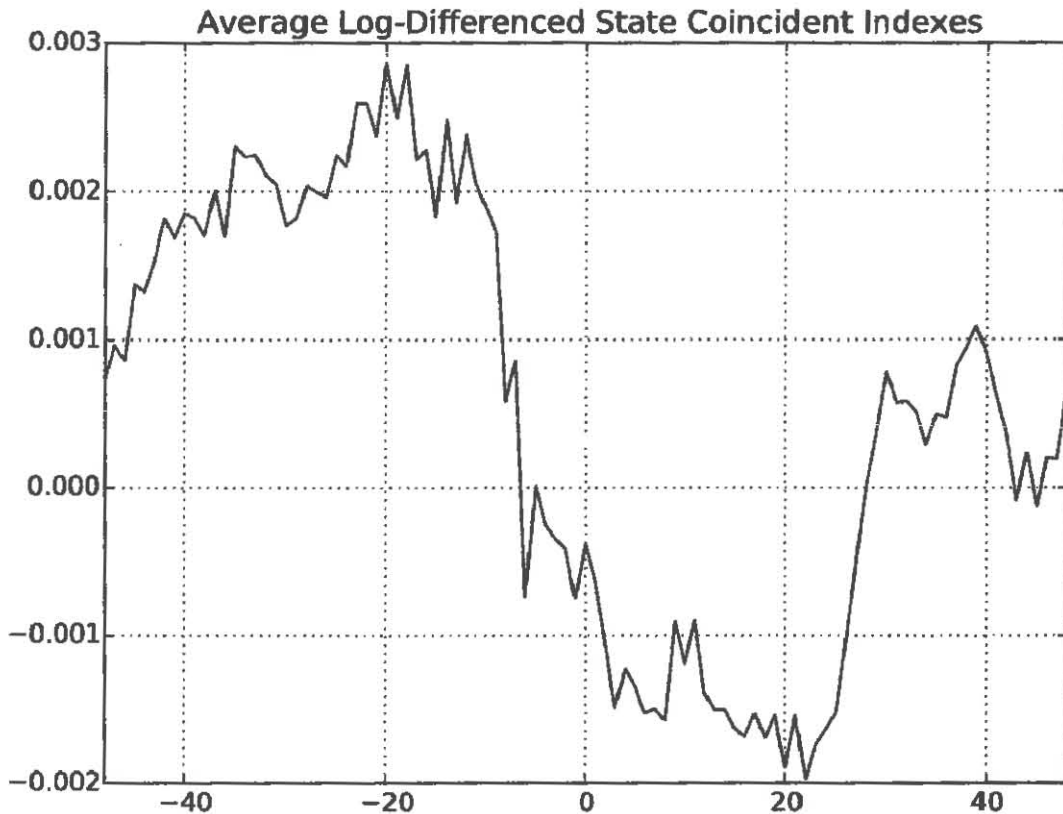
**Lower My Power Bill**  
(<http://americansforprosperit...-carolina/article/lower-my-power-bill/>)  
April 2, 2013  
Similar post

**AFP-NC State Director John Dudley Op-ed: Why Green Energy Mandates Are Not Right For NC**  
(<http://americansforprosperit...-carolina/article/afp-nc-state-director-john-dudley-op-ed-why-green-energy-mandates-are-not-right-for-nc/>)  
April 21, 2014  
Similar post

**AFP Launches Stop the Green Energy Tax Website**  
(<http://americansforprosperit...-carolina/article/afp-launches-stop-the-green-energy-tax-website/>)  
April 2, 2013  
Similar post

**Like this post? Chip in \$5 to AFP (/donate)**

**FIGURE 1: THE RESPONSE OF THE STATE COINCIDENT INDEX TO THE ENACTMENT OF RPS POLICIES.**



The horizontal axis shows months before and after point zero (RPS enactment). The vertical axis shows an indexed scale measuring the average reaction of states in terms of several economic indicators.

As can be seen in Figure 1, the average effect on the state coincident index is a precipitous drop surrounding the enactment of an RPS policy. This evidence is suggestive of a negative effect of an RPS policy on a state economy. While suggestive, the evidence from the event study warrants further exploration into the effects, since state economies also appear to decline several months prior to the enactment of an RPS. The next section presents the structural panel VAR-X model, which provides further evidence of the negative economic effects of an RPS.

## THE STRUCTURAL PANEL VAR-X MODEL

The VAR model takes into account the nature of the state macroeconomic variables that could provide unwanted feedback into the model, and considers their dynamic interactions. By including a panel dimension to the model we can include the data for multiple states in a single model. We include fixed effects to control for state-level heterogeneity. We impose a recursive causal ordering on the VAR-X model to allow for structural interpretation of dynamic multiplier



analysis of the RPS policy variable. Table 4 presents the cumulative effects of an RPS on the state economy via structural policy simulations.

**TABLE 4: THE LONG-RUN EFFECTS ON STATE MACROECONOMIC VARIABLES**

<b>State Economic Variable</b>	<b>Long-Run Effect</b>
Electricity Sales	-13.7075%
Real Personal Income	-3.6369%
Non-farm Employment	-2.8416%
Manufacturing Employment	3.7454%
Unemployment Rate	9.6841%

The cumulative effect of the enactment of an RPS policy on state electricity sales is a staggering 13.7-percent decline. This is, perhaps, not surprising as the RPS increases the cost of electricity generation. Real personal income declines in the long run by 3.6369 percent, which figures to a loss of \$14.4 billion in 2013, or \$3,870 less per family.<sup>10</sup> Non-farm employment declines in the long run by 2.8 percent. Only one analyzed component of non-farm employment, manufacturing employment, does not experience a long-term suppression in response to an RPS policy, although as we see in the graphical analysis, it does still experience a sharp decline in the short term. Most significantly, the state unemployment rate increases by 9.6 percent. This means that, at the end of last year, North Carolina had 23,769 fewer jobs than it would have had without the RPS.<sup>11</sup> There can be no doubt that the combined economic effect on an RPS enactment, as measured by the structural panel VAR-X model, is a severe decline in the North Carolina economy. A graphical representation of the analysis, showing the changes over time that lead to these results, can be found in Appendix C.

## CONCLUSIONS FROM THE EMPIRICAL ANALYSIS

We demonstrate strong empirical evidence that a Renewable Portfolio Standard has a lasting negative effect on a state economy. We present this evidence from both an event study of the state coincident index as measured by the Federal Reserve Bank of Philadelphia, as well as from structural policy simulations from a panel VAR-X model. The long-run effect of an RPS on state industrial production, as measured by electricity sales, is greater than a 13-percent decline. Real personal income declines in the long run after an RPS by almost 4 percent. The cumulative effect of an RPS on non-farm employment is nearly 3 percent. While the effect of an RPS on manufacturing employment is not as severe in the long run, it too demonstrates initial sharp

10 Bureau of Economic Analysis. (n.d.). Regional Data, Annual State Personal Income and Employment. Retrieved from <http://www.bea.gov/iTable/iTable.cfm?reqid=70&step=1&isuri=1&acrdn=1#reqid=70&step=1&isuri=1>

11 Bureau of Labor Statistics. (n.d.). North Carolina. Retrieved from [http://www.bls.gov/regions/southeast/north\\_carolina.htm](http://www.bls.gov/regions/southeast/north_carolina.htm)



declines lasting for several years. Finally, the state unemployment rate increases in the long run in response to an RPS by nearly 10 percent. These are strong and lasting effects in 4 of the 5 variables measuring the state economy. The combined econometric evidence makes clear that an RPS policy has a severely negative economic effect on a state that enacts such.

## INSTITUTIONAL ANALYSIS

Our analysis of the legal rules surrounding the North Carolina’s REPS suggests that the law may contain inherent hindrances to compliance. Considering these hurdles is important for judging an RPS on its own terms—even if we were to assume that RPS pose no economic threats, a statutory and regulatory structure that hinders compliance should call into question the propriety and efficacy of the law itself.

As discussed earlier, REPS carve-outs require 0.2 percent of North Carolina’s renewable electricity must come from solar by 2019, another 0.2 percent must come from swine waste by 2019, and 900,000 MWh must come from poultry waste by 2016. Because both the swine and poultry waste requirements were originally statewide in nature, and not applied to each utility, we would expect this to have created a free-rider problem by which utilities, in assuming that their competitors will pick up the slack, feel less of an incentive to achieve compliance; this would ensure that utilities will generally not meet their goals across the state. Although the NCUC eventually corrected this problem, defining poultry and swine waste requirements for each individual utility, the negative effects of the original policy lingered. As a result, both the swine and poultry waste requirements were delayed in 2012<sup>12</sup> and 2013,<sup>13</sup> and the swine waste requirement was delayed yet again in 2014.<sup>14</sup> While in all cases, the NCUC has concluded that utilities “have made a reasonable effort to comply” with the mandates—given being constrained by fledgling technology—the NCUC also found that there are “additional factors contributing to the inability to comply [including] interconnection issues, reluctance of farmers to sign long-term fuel supply agreements, uncertainty in contract fulfillment based on past lack of performance, and *the uncertainty caused by the previous delays to the swine waste set-aside requirement* [emphasis added], among others.”<sup>15</sup> All these factors stem from previous and

---

12 North Carolina Utilities Commission. (2012, August 28). Docket No. E-100, Sub 113: Order modifying the poultry and swine waste set-aside requirements and granting other relief. Retrieved from <http://starw1.ncuc.net/NCUC/ViewFile.aspx?Id=a3c753d4-0820-4961-890a-e594174146a9>

13 North Carolina Utilities Commission. (2013, November 5). Docket No. E-100, Sub 113: Final order modifying the poultry and swine waste set-aside requirements and providing other relief. Retrieved from <http://starw1.ncuc.net/NCUC/ViewFile.aspx?Id=84e6ed39-314a-41b0-bd8a-ac69c4ad0a84>

14 North Carolina Utilities Commission. (2014, August 28). Docket No. E-100, Sub 113: Order modifying the swine waste set-aside requirement and providing other relief. Retrieved from <http://starw1.ncuc.net/NCUC/ViewFile.aspx?Id=15b744a5-4826-4e56-8823-387cecffb33e>

15 Ibid.

12 | Renewable Portfolio Standards: North Carolina

ongoing bureaucratic mismanagement, which are inherent to REPS—and government mandates for renewable electricity in general—and are unavoidable constraints on achieving compliance.

Even in the event that utilities meet their poultry and swine waste goals, we should view that accomplishment within a larger context: The stated central purpose of every RPS, and in the general promotion of renewable energy, is the mitigation of global climate change. Generating electricity from the combustion of swine and poultry waste, a process that emits pollution, seems to defeat that purpose. While proponents often tout the burning poultry and swine waste for heat or power as good for reducing CO<sub>2</sub> emissions,<sup>16</sup> other pollutants may increase. As Baranyai and Bradley note, “due to the high concentration of nitrogen in the poultry manure, there may be significant fuel NO<sub>x</sub> emissions. Nitrogen-oxides dissolved in the moisture of the atmosphere cause acid-rain and immediately end up in surface waters.”<sup>17</sup>

Returning to its inherent legal barriers, the REPS contains several regulatory obstacles to generating renewable energy certificates (RECs) for the purpose of satisfying its mandates. The owner of a generator must first receive approval from the NCUC before RECs from their generator can be traded on the North Carolina Renewable Energy Tracking System (NC-RETS). In order to obtain this approval, the owner must consent to random, at-will, NCUC-audits of all his financial records.<sup>18</sup>

The regulatory hurdles don't end even once the generator owner receives registration to trade on NC-RETS. If the owner does not sell an REC produced at his facility within three years, then the REC may no longer be sold on NC-RETS; further, that REC must be retired within seven years from when their cost was recovered, or it is no longer valid. Utilities may use out-of-state RECs to meet up to 25 percent of the REPS mandates, and triple credit is given for every REC generated by the first 20 MW of a biomass facility located at a “cleanfields renewable energy demonstration park.”<sup>19</sup> These parks must feature clean-energy facilities, laboratories, and companies and include at least three renewable energy or alternative fuel facilities, one of which must be a biomass renewable energy facility.

---

16 Nicole, W. (2014, February 21). Pig poop powers North Carolina farm. Discover. Retrieved from <http://discovermagazine.com/2014/march/17-pig-poop-powers-north-carolina-farm>

17 Baranyai, V., & Bradley, S. (2008). Turning Chesapeake Bay Watershed Poultry Manure and Litter into Energy. Chesapeake Bay Program. Retrieved from [http://www.chesapeakebay.net/documents/cbp\\_17018.pdf](http://www.chesapeakebay.net/documents/cbp_17018.pdf)

18 North Carolina Utilities Commission. (n.d.). Chapter 8. Electric Light and Power, R8-66(b)(5) Registration of Renewable Energy Facilities, Annual Reporting Requirements. Retrieved from <http://www.ncuc.net/ncrules/Chapter08.pdf>

19 United States Department of Energy. (2014). Database of State Incentives for Renewables & Efficiency. Retrieved from <http://programs.dsireusa.org/system/program/detail/2660>



Utilities are allowed to recover the incremental cost of renewable energy resources and up to \$1 million in alternative energy research expenditures annually from consumers. Costs were capped at the following levels: For residential consumers, \$10 in 2008, \$12 in 2012, and \$34 in 2015; for commercial consumers, \$50 in 2008, \$150 in 2012, and \$150 in 2015; for industrial consumers, \$500 in 2008, \$1000 in 2012, and \$1000 in 2015. Cost caps such as these, while sparing utilities and consumers from animosity and discontent, do create a further hurdle for the state in actually achieving its goal. As demonstrated in our theoretical analysis, adhering to the current cost caps would prevent utilities from meeting their goals for compliance beyond 2017.

Utilities must submit two annual reports to the NCUC. The first report is the Compliance Report, which documents how the utility met the renewable energy requirement of the previous year. The second report, the Compliance Plan, documents the utility's plan to meet future REPS requirements. The time and personnel it takes to take inventory of all a utility's actions toward this purpose pose a considerable drain on the activities that actually contribute to customer satisfaction.

## RENEWABLE ENERGY DEVELOPMENT

While the REPS does not contain any specific restrictions on development, developers are still subject to environmental restrictions from the Department of Environment and Natural Resources, as well as local zoning laws. For example, interconnection with utilities is overseen by the NCUC but must be carried out by the utility.<sup>20</sup>

Adherence to federal environmental regulations is also a criterion of compliance with REPS. According to the rules established by the NCUC, any owner of a facility that generates renewable electricity "shall certify in [that facility's] registration statement and annually thereafter that it is in substantial compliance with all federal and state laws, regulations, and rules for the protection of the environment and conservation of natural resources."<sup>21</sup> Given that there are innumerable state and federal laws and regulations regarding the protection of the environment, placing the burden of complying with them on utilities translates into heavily increased legal costs. Consequently, failure to comply with REPS causes not only a punitive response from the federal government for not meeting its expectations, but it also exposes utilities to the penalties of non-compliance with the REPS itself—a legal double-whammy.

The cumulative effect of these institutional barriers to compliance threatens the efficacy of the entire program, even if all other economic factors were equal. This consideration of REPS on its own terms should give pause to those who take for granted compliance and enforcement with any law or regulation.

---

<sup>20</sup> Ibid.

<sup>21</sup> NCUC (n.d.), op. cit., R8-66(b)(2)

## CONCLUSION

---

The evidence from these studies paints a clear picture about the effects of RPS. Both our theoretical and our empirical analyses point to a marked detraction from the economic health of states that enact such laws. Our institutional analysis further describes the barriers that make it difficult for utilities to comply and for bureaucracies to enforce the RPS. Any state currently deliberating on implementing a new RPS, or strengthening an existing one, should head these results as a warning of their harmful effects. Finally, states should refrain from following the fad of enacting such costly regulations, in spite of the policy's political palpability or expediency.



docket # SP-4655 Sub 0

0.6. generation Taxpayers Protection Alliance

39 bil/yr for 5 yrs (grants, subsidies, tax credits, loan guarantees)

state tax breaks and rebate programs

Solar energy must be able to stand on its own, powered exclusively by private investment and initiative

Taxpayers Protection Alliance — Filling the Solar Sinkhole:

[WWW.SOLARSECRETS.ORG](http://WWW.SOLARSECRETS.ORG)

Because gas can be run essentially all of the time, and can easily ramp up or down to match consumer loads, it is a natural operational substitute for coal. Therefore, if we were to install a new 100 MW combined-cycle, gas-fired plant (instead of the 100 MW wind farm in our example), this would result in a net carbon dioxide emissions reduction of about 60 percent, compared to coal.

Consider the significance of this analysis. With the same installed capacity, a combined-cycle gas turbine can provide net reductions in carbon dioxide that are greater than wind—approximately double the benefit. In addition, wind is significantly more costly when compared to gas. A new wind farm can be expected to have an installed cost that is about double the price of a new combined-cycle gas turbine.<sup>21</sup>

**Emissions Reductions using Natural Gas to Replace Coal**

Nitrogen Oxides	-85.20%
Particulates	-99.80%
Sulfur Dioxide	-100%
Mercury	-100%

(Assumes gas heat rate of 7,620 BTU/kWh and coal heat rate of 10,355 BTU/kWh)

In the above example, we were focused solely on carbon dioxide. How does the example pan out in terms of other pollutants? Gas performs even stronger when considering other forms of emissions. Gas yields an 85 percent reduction in nitrogen oxides versus coal. And, gas-fired power plants have virtually no particulate emissions, and no sulfur dioxide or mercury, compared to coal.<sup>22</sup> So, in these regards, it is impossible for wind to outperform gas.

**Conclusion: gas outperforms wind in all emission-reduction categories when balanced against average wind performance across the U.S. Further, gas can run with the same reliable**

**profile as a viable replacement for coal. If the national policy is to reduce emissions from coal-fired units, policy makers should abandon so-called “renewable portfolio standards” that mandate wind and solar, and consider policies to promote the use of natural gas as the preferred alternative.**

**SOLAR ENERGY**

There is significant national and international interest in the development of new solar energy. While this is obviously an energy source that has more applicability to regions with high levels of sunshine, it is a promising technology for many reasons. The single greatest challenge to solar power is the immutable fact that the sun is only available, at best, half of the time, no matter how ideal other conditions may be.

*A well-designed and situated solar project will typically provide available energy about 20 percent of the time. At this low availability, solar energy can never be more than a supplement to a larger portfolio of power generating resources.*

And like wind, solar energy begs for supplemental storage in order to provide a degree of reliability to the grid.

**NOT ALL SUNSHINE IS EQUAL**

Photovoltaic cells, or PV solar, are by far the most common application for electric generation from solar energy. Although there are other forms of solar renewable projects, given the availability and popularity of PV, we will focus on it first. PV panels are made from materials such as crystalline silicon and cadmium telluride, which convert photons from the sun’s rays into electric

<sup>21</sup> Calculations based on JEDI model found in U.S. Department of Energy, Wind Powering America, [www.windpoweringamerica.gov/economics\\_jedi.asp](http://www.windpoweringamerica.gov/economics_jedi.asp) and [www.20percentwind.org](http://www.20percentwind.org).

<sup>22</sup> Energy Information Administration—EIA, Voluntary Reporting of Greenhouse Gases Program Fuel Emission Coefficients, 2012.

---

energy. To make use of the energy produced by these cells, an inverter is attached to a PV array to create alternating electric current. Some PV panels are small, roof top applications, and a few are larger, utility scale facilities. PV solar panels have no moving parts. Hence the operations and maintenance consists largely of a careful cleaning from time to time with glass cleaner. But even a very large PV solar project will have a fairly modest output.

*The entire United States' output of PV solar for the year 2009 was 807,988 MWh, about one-tenth of one percent of the U.S. nuclear output.*

#### **HOW EXPENSIVE IS PV SOLAR?**

Apart from the day/night cycle of solar power, which can't be avoided, another disadvantage of PV solar is its high cost. California provides robust rebates and incentives under its California Solar Initiative and has produced some valuable benchmarks for the cost of solar power. According to a study produced for the California Public Utilities Commission in 2009, the price of installed PV under the California program averaged \$7,090 per kW for large industrial customer installations, and \$8,490 per kW for residential installations.<sup>23</sup> Assuming a 20 percent capacity factor, a cost of capital of six percent and a life of 25 years, the cost per kWh of these installations would run from 32 to 38 cents per kWh.

This example helps to explain why solar energy is only a miniscule resource in the United States. Still, solar is a growth industry and significant improvements in both design and cost are forthcoming. Indeed there are anecdotal evidences of less costly solar installations—as little as \$4,000 per kW—but even at that installed cost,

the bottom line energy cost to the consumer would be in the range of 15 to 20 cents per kWh. To be competitive, solar would need to cut even further, probably another 50 to 70 percent below even these levels.

#### **LARGE PV SOLAR**

Three years ago the much-publicized PV solar facility at Nellis Air Force Base was the largest such facility in North America, and the third largest in the world. It sits on 140-acres and produces about 30,000,000 kWh per year. Yet this amount of production is only equivalent to one day's output of a 1,200 MW coal-fired plant. If we were to attempt to replace the entire fleet of coal-fired electrical generation in the United States with large PV solar projects, we would have to install a Nellis-sized facility each month for each of the next 5,000 years.<sup>24</sup> Indeed we are a long way from accomplishing much with PV solar energy. With growth in the solar industry, there are now three other PV solar facilities in the United States that are larger than the Nellis facility, and 40 larger PV facilities in the world.

Given the inefficiencies of scale associated with PV solar, it is not realistic to envision the entire electric system consisting solely of such distributed units. Homes cannot run entirely from PV solar panels without some form of backup or battery storage. Even large arrays on commercial buildings are almost always tied into the electric grid because of the various shortcomings in PV systems, and large scale utility systems require enormous tracts of land while providing only modest energy output.

#### **CONCENTRATED THERMAL SOLAR**

PV technology directly converts solar energy into electrical energy through panels. Concentrated thermal solar, on the other hand, uses parabolic

<sup>23</sup> Energy News Data, *California Energy Markets*, July 2, 2010.

<sup>24</sup> Based on the United State's coal-fired electrical generation of 2 billion MWh per year compared to Nellis' advertised annual output of 30,000 MWh per year. (2 billion / 30,000) / 12 months = 5,555 years.)



mirrors, or similar technology, to focus solar energy into heating a fluid that then goes through a heat transfer process that is not unlike a traditional gas- or coal-fired steam electric turbine. In fact, many concentrated solar facilities will have natural gas-based generation as a backup or supplement. Concentrated solar installations tend to cost around two-thirds, or less, compared to the cost of a PV installation. This is a significant step in the right direction, but still very expensive power compared to traditional base load resources.

Nevada Solar One boasts one of the newest and largest concentrated solar facilities in the United States. This project delivers 64 MW of capacity and approximately 134,000 MWh of energy per year. Gilbert Cohen, vice president of Engineering and Operations for Solargenix, said the project installation costs are somewhere in the range of \$220 to \$250 million. At that price, the power is more expensive than most wind power projects, but less expensive than typical PV projects. Energy from Nevada Solar One currently costs about 13 cents per kWh.<sup>25</sup> The developers of Nevada Solar One believe that a target of seven cents per kWh will be achievable in the future. At that price, concentrated solar would be fairly competitive as a viable, utility grade source of power.

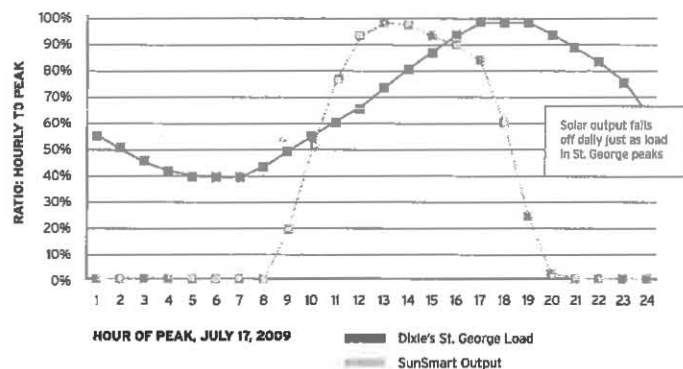
#### SOLAR DEMAND VERSUS SYSTEM PEAK

A desirable attribute of solar energy is that it is produced during hours that roughly coincide with utility system peak loads. The coincidence is not perfect, but much better than wind. The chart in the following column is an actual output profile of the 100 kW SunSmart project in St. George, Utah.

The solar output shown in yellow tends to ramp up around 10 a.m. and then ramps down in the afternoon. The shape of the output curve is

very predictable, barring the unpredictable effects of intermittent cloud cover. If solar panels are spread over a wide enough area, some of the cloud cover effect can be mitigated through diversity. However, even in the best case the peak solar output tends to occur prior to the time of peak load for the utility shown in blue.

**ST. GEORGE CITY PEAK LOAD VS. SUNSMART'S OUTPUT:**



Based on the graphic, about 30 to 60 percent of the solar peak was useful during the peak hour. The fit between solar-produced energy and the demand curve for electricity usage is not as close as one might expect, and certainly not as good as one would hope. This can be significantly mitigated and improved if the solar project is combined with an energy storage facility, but that would add to the cost. A similar result can be demonstrated across a much larger system. Last year, CAISO reported peak demand of 45,994 MW, which occurred at 3:00 p.m. on September 3, 2009. In that hour, even though California had installed PV capacity of nearly 250 MW, that was operational and online on the state's electric grid, only about 144 MW of solar energy was being generated to help serve the peak demand, or around 58 percent of the amount that the installed solar units were capable of producing. By contrast, as of noon that same day, the PV solar units reached their maximum capacity factor at about 72 percent, which is the typical peak

<sup>25</sup> Jesse Broehl, Renewable Energy World.Com, *A New Chapter Begins for Concentrated Solar Power*, (2006), [www.renewableenergyworld.com/rea/news/article/2006/02/a-new-chapter-begins-for-concentrated-solar-power-43336](http://www.renewableenergyworld.com/rea/news/article/2006/02/a-new-chapter-begins-for-concentrated-solar-power-43336).



---

performance for the California PV system. What happened to all the rest of the capacity that should have been available? The report submitted to the California Utility Commission indicates that dust and dirt affect the performance of PV panels in the afternoon, and panels do not perform at top efficiency above temperatures of 68°F, which is commonly exceeded on summer afternoons in California.<sup>26</sup> And frankly, the sun is on its way down in the afternoon at the same time electric loads are picking up.

It is also ironic that summer PV solar output is not markedly better than spring or fall. While summer days are longer, they are also hotter and unfortunately solar panels lose efficiency in the heat.

#### **THE VALUE OF SOLAR POWER— DEMAND VERSUS ENERGY**

Solar power can be used to offset the fuel costs of traditional power plants, but it is expensive. For traditional production, energy-only costs tend to be in the range of 1.5 to four cents per kWh, hence, most utilities would view the 13.5 cent cost of solar energy as quite expensive—coming with a premium of 200 to 800 percent in terms of raw energy value.

*Solar is generally the most expensive form of renewable energy.*

#### **THE SOLAR SYNOPSIS**

Solar energy, while costly, is grid friendly. Indeed the general rate of change of the solar output curve is as calm as a morning sunrise or as smooth as an evening sunset. The peak solar output precedes a typical system demand peak, with only about 60 percent of the solar maximum still available at the time of actual utility demand peak. Compared to wind, the solar output shows a significant advantage as a fairly reliable peak-period supplier,

especially when combined with a reasonable investment in complementary storage and/or backup resources.

The major hurdle with solar is cost. It is generally the most expensive form of renewable energy. However, significant strides are being made to bring down the cost and increase the reliability. Solar is not “in the money” yet, but with continued support from taxpayer subsidies and incentives, solar is likely to be a capable and significant resource of the future, at least in some regions of the country.

### **THE RENEWABLE PORTFOLIO STANDARD (RPS) OR HOW 20 PERCENT CAN EASILY BECOME 100 PERCENT OF A UTILITY'S PLANT INVESTMENT**

There is significant political pressure for states and/ or the Federal Government to adopt a Renewable Portfolio Standard (RPS) which mandates utilities to acquire an arbitrary portion of their energy requirements from renewable sources such as wind, solar, biomass, and geothermal energy, by some arbitrary date. Note that the so-called RPS, or RES (Renewable Energy Standard) as it is sometimes called, is generally spun as a “standard.” In reality it is not just a standard, but a legally enforceable “mandate.” RPS mandates are proposed across the board, even when some utilities have relatively little access to renewable energy, or only very expensive alternative generation sources available. The RPS mandate trumps market-based choices, which is its intention.

While a 20 percent RPS (for example) may sound modest, the resulting effect on the rate base can be much larger than one might think. There are two underlying facts that support the materiality of this concern. First, renewable resources have an intermittent output that renders low capacity factors—typically in the range of 20 percent to

<sup>26</sup> Energy News Data, *California Energy Markets*, July 2, 2010.

---

40 percent of full name-plate rating for wind, and 15 percent to 25 percent for solar. Coal, gas and nuclear power, on the other hand, will typically achieve capacity factors of 70 percent to 95 percent. Renewable energy projects tend to produce about one-third the energy of comparable name-plate quantities of coal, gas and nuclear power. So a 20 percent “energy” RPS really looks more like a 60 percent RPS in terms of the actual installed name-plate quantity that is required to meet the energy mandate.

The second area of pricing concern has to do with the installed cost of new, renewable resources versus the depreciated book value of existing resources. The installed cost of new wind generation, according to the DOE Jobs and Economic Development Impact model<sup>27</sup> default values discussed earlier, is about \$2,300 per kW. The installed cost of solar capacity is in the range of \$5,000 to \$8,000 per kW. Compare this to a “Production Plant” depreciated book value of about \$700 per kW for a typical utility.<sup>28</sup> The new renewable “capacity” comes at an installed cost that is at least triple, quadruple, or even more than the existing “Production Plant” book value of existing resources.

Now combine these two effects: the 20 percent RPS which acts like 60 percent in terms of installed name-plate capacity, and the “new versus used” differential of installed cost of \$2,300 versus \$700. These two effects, when combined, can easily more than double the dollars of rate base for installed generation of a utility. This will result in significant rate increases—much more than suggested at face value by a 20 percent RPS.

It is worth noting that this evaluation does not include the substantial expense and challenges

of building additional transmission that almost inevitably would have to be built to interconnect the new RPS portfolio. Nor does it include the “shadow grid” of gas resources that would be required to “firm” the supply of our new book of intermittent resources. It also does not include any planning or operating reserve margins that would be imposed on the utility. And finally, it does not include any margin for underperformance of the RPS portfolio. If the utility, in good faith, acquires a block of wind and solar resources, but for unforeseeable reasons these resources underperform, what sort of liability or penalties would the utility face for its failure to meet the RPS mandate? All of these questions need to be addressed as well.

Proponents of the RPS standard will invariably appeal to the jobs creation aspect of such a program. But as previously discussed, the jobs impact will be net negative—we can expect to lose 1.5 to 2.7 traditional jobs for every new “green” job created. In addition the local and general economy will feel the negative impacts in response to the price increases that will result from the RPS implementation.

*An RPS of 20 percent may sound harmless or benign, but just the opposite will likely occur. A Renewable Portfolio Standard of 20 percent can easily compel a utility to more than double its rate-base investment in generating plant with only modest increases in capacity and energy production.*

Inevitably, rates will increase for the end user—and that includes businesses. Essentially every economic analysis done concludes as a business’ costs go up, the number of employees they can afford to have goes down. So, higher electricity costs logically

<sup>27</sup> National Renewable Energy Laboratory, *About JEDI Models*, [http://www.nrel.gov/analysis/jedi/about\\_jedi.html](http://www.nrel.gov/analysis/jedi/about_jedi.html).

<sup>28</sup> The “Total Production Plant Investment, \$/kW” reported in the G&T Trend 2009 by the National Rural Utilities Cooperative Finance Corporation is \$697 per kW, averaged across all Generation & Transmission Cooperatives in the United States. This represents a sample of 51,885 MW of generation. Many of the units in the sample are jointly owned with investor-owned utilities.



---

mean job losses. Yet, we continue to march forward with empty promises of economic expansion, job growth and a new era of green prosperity while concurrently ignoring the realities of higher energy costs forced upon consumers due to renewable energy mandates and net job losses. This does not make sense.

Furthermore, not all RPS mandates are equal. As if 20 percent were not enough, some states have legislated even more aggressive targets. Colorado has ushered in legislation requiring utilities to generate 30 percent of their electricity from renewable energy sources by 2020.<sup>29</sup> This requirement is the second highest renewable energy standard in the nation and is surpassed only by California, which has laid out a goal to reach 33 percent renewable energy by 2020.<sup>30</sup>

At a time when California is experiencing a serious corporate exodus, in large part because of higher energy costs and other government mandates, it is likely that enormous deficits and higher and higher tax burdens will dampen the state's economy for the foreseeable future. For Colorado to adopt a similar scenario at this time seems like a recipe for economic disaster.

## SUMMARY

Wind energy has a highly intermittent output that significantly mismatches demand and delivers energy largely when it is less needed. Wind cannot satisfy the demand requirements of a utility unless it is backed up with fossil fuel plants and/or energy storage projects. This results in duplication of resources and additional costs, with little, if any, carbon mitigation. Further, the steep increases and declines in power delivery of wind put the reliability of the grid in question. The tactic of switching off excess wind supply only diminishes the already weak

pattern of intermittency and adds to the per kWh cost of wind. Typically, wind resources are located far away from where the power is needed and require significant additional costs of building new transmission. Intermittency, duplication and grid operations all significantly increase the already high cost of wind energy.

Wind becomes even more questionable when proven solutions like natural gas can deliver even greater reductions in emissions at half the cost.

While solar power is much more grid friendly than wind, it is generally the most expensive form of renewable energy. Solar energy quasi-matches system peak load periods, but the peak solar output significantly misses actual electric system load peaks. In addition, solar facilities still produce only about 18 to 25 percent of the time. Without electricity storage, solar energy will not be able to do more than serve as a supplement to other forms of energy. It is not currently a full-scale alternative to baseload energy.

A Renewable Portfolio Standard, or mandate of 20 percent, can result in a utility-scale duplication of net investment in generating plant of 100 percent or more. The mandate can also cause the wide variation of rate impacts, depending on availability of renewable energy projects and other utility specific parameters.

An RPS program makes as much sense as does a government mandate that 20 percent of our vehicles be horse-drawn in five years. The justification would be that such a change would substantially reduce fossil fuel, and (unlike with wind and solar) so it would. It could also be claimed that many new jobs would be created. Again (and unlike with

---

<sup>29</sup> Lynn Bartels, *Ritter Signs Bill Requiring Greater Use of Renewable Energy by 2020*, Denver Post, (March 23, 2010), [www.denverpost.com/search/ci\\_14735606](http://www.denverpost.com/search/ci_14735606).

<sup>30</sup> Executive Order S-14-08, <http://gov.ca.gov/executive-order/11072/>.

---

wind and solar) so it would. But what would be the impact on citizens and on the forward progress of our country? We abandoned horsepower to become a modern society. Likewise we abandoned wind mills. As with horses, so far there is no proven legitimate reason to regress here.

All of this comes down to one inescapable conclusion: the process of how we got into this quagmire is severely flawed. Our representatives should redefine the process for approving such guaranteed-to-fail programs as RPS. The methodology that will work is to ask a very simple question when solicited by promoters of such ideas: "Before we can implement any of your suggestions, we need to see genuine scientific proof that what you are proposing is cost-beneficial."

### **EYES WIDE OPEN**

As our nation embarks on the path of a green policy, we should recognize the U.S. electric sector, built over the last 100 years, has been successfully engineered for plentiful and reliable low-cost energy. It has served us exceedingly well and has made a major contribution to our standard of living in virtually all areas of modern life.

As we consider how best to transition to a greener energy economy, we must move forward intelligently and recognize that such a transition will take years, if not decades. After all, how can we expect to reinvent in a few years what took over a hundred years to build in the first place?

Renewable energy can be helpful to meet improved environmental targets, but we the people must recognize that the environmental benefits will come

at a high price: an increase in electric rates, an increase in capital requirements, a challenge to grid reliability and net job losses. Only with our eyes wide open can we strike an informed balance and adopt a science-based energy policy without hype and pretense.

### **SPECIAL THANKS**

Kimball Rasmussen wishes to express his sincere thanks John Droz and George Taylor for their thoughtful input that helped bring about the 2.0 edition of this paper. Their input has clarified a number of earlier concepts and in the process prompted updating some of the statistics presented.

**JOHN DROZ, JR.** is a Physicist and Environmental Advocate. He received undergraduate degrees in Physics and Mathematics from Boston College and a graduate degree in Physics from Syracuse University. He subsequently worked for GE: Aerospace Electronics (Utica, NY), Mohawk Data Sciences (Herkimer, NY) and Monolithic Memories (Cupertino, CA).

**GEORGE TAYLOR, PhD**, is the director of an educational non-profit ([palmettoenergy.org](http://palmettoenergy.org)) devoted to examining the costs and environmental impacts of all major sources for producing primary energy. His latest focus has been on the future of electricity, and his most recent publications have been on comparisons of coal, gas, wind and nuclear electricity for baseload generation; the consequences of renewable electricity mandates; and the cost of new nuclear construction based on experience versus projections in academic and government studies.





# Bertie County

## Board of Commissioners

### ITEM ABSTRACT

**MEETING DATE:** May 23, 2016

**AGENDA ITEM:** A-3

**DEPARTMENT:** Governing Body

**SUBJECT:** Budget presentation by Heritage Collegiate Leadership Academy (HCLA) by Executive Director, Dr. Kashi B. Hall

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** FYI only. The Board of Commissioners is under no statutory requirement to provide direct appropriation of local funds to a charter school.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** FYI only.

**ATTACHMENTS:** No

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** May 23, 2016

**AGENDA ITEM:** C-1

**DEPARTMENT:** Tax

**SUBJECT:** Accept Tax Release Journal – April 2016

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Recommend approval.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** Recommend approval.

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---



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

May 05, 2016

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 **April** 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*16*121	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2015	4/25/2016	Republic Services 15A28957.60	G01	\$0.05	\$0.00	\$0.00		\$0.05
		Postmark						
	4/25/2016	Repulic Services 15A30558.60	G01	\$6.87		\$0.00		\$6.87
		Postmark						
	4/25/2016	Republic Services 15A5876391986	G01	\$29.69	\$0.00	0		\$29.69
		Postmark						
	4/25/2016	Republic Services 15A5876385949	G01	\$23.63				\$23.63
		Postmark						
	4/25/2016	Republic Services 15A5876377727	G01	\$25.54				\$25.54
		Postmark						
	4/25/2016	Republic Services 15A5876160455	G01	\$1,432.22				\$1,432.22
		Postmark						
	4/25/2016	Republic Servies 15A5876358998	G01	\$64.52				\$64.52
		Postmark						
	4/25/2016	Republic Services 15A5876131392	G01	\$70.01				\$70.01
		Postmark						
	4/25/2016	Frazier, Jeffery 15A29471.80	G01	\$43.02		\$4.78		\$47.80
		M.H. listed in error						
	4/25/2016	Cherry, Bridget 15A30888.40	G01	\$8.40		\$0.84		\$9.24
		M.H. Listed in error	C02	\$7.60		\$0.76		\$8.36
								<u>\$1,717.93</u>



## =====

## Balance a Group

Group: RLS\*16\*121  
Type: A Abatement/Relea  
Status: O Open

Group Total:	\$1,717.93-	Group Transaction Count:	10
Transactions Total:	\$1,717.93-	Transaction File Count:	10
Difference:	\$0.00	Difference:	0

=====

Enter certify batch as balanced(B) or cancel(XX)

Group Number RLE\*16\*121

Abatement

Effective Date 04/25/16

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Trn Cde	Check Number	Trans Rev Descriptn
1	04/23/16	29957	15A28957.60	601	0.05-	0.05-	0.00		0.00				
***		REPUBLIC	SERVICES INC		0.05-	0.05-	0.00	0.00	0.00	0.00	R	PG97	
2	04/23/16	30558	15A30558.60	601	6.87-	6.87-	0.00		0.00				
***		REPUBLIC	SERVICES INC (RSG)		6.87-	6.87-	0.00	0.00	0.00	0.00	R	PG97	
3	04/23/16	25862	15A5876391986	601	29.69-	29.69-	0.00		0.00				
***		REPUBLIC	SERVICES OF NC LLC		29.69-	29.69-	0.00	0.00	0.00	0.00	R	PG97	
4	04/23/16	25862	15A5876385949	601	23.63-	23.63-	0.00		0.00				
***		REPUBLIC	SERVICES OF NC LLC		23.63-	23.63-	0.00	0.00	0.00	0.00	R	PG97	
5	04/23/16	25862	15A5876377727	601	25.54-	25.54-	0.00		0.00				
***		REPUBLIC	SERVICES OF NC LLC		25.54-	25.54-	0.00	0.00	0.00	0.00	R	PG97	
6	04/23/16	25862	15A5876160455	601	1432.22-	1432.22-	0.00		0.00				
***		REPUBLIC	SERVICES OF NC LLC		1432.22-	1432.22-	0.00	0.00	0.00	0.00	R	PG98	
7	04/23/16	25862	15A5876358998	601	64.52-	64.52-	0.00		0.00				
***		REPUBLIC	SERVICES OF NC LLC		64.52-	64.52-	0.00	0.00	0.00	0.00	R	PG98	
8	04/23/16	25862	15A5876131392	601	70.01-	70.01-	0.00		0.00				
***		REPUBLIC	SERVICES OF NC LLC		70.01-	70.01-	0.00	0.00	0.00	0.00	R	PG98	
9	04/23/16	29471	15A29471.80	601	47.80-	43.02-	4.78-		0.00				
***		FRAZER,	JEFFREY EUGENE		47.80-	43.02-	4.78-	0.00	0.00	0.00	R	PG98	
10	04/23/16	30888	15A30888.40	601	9.24-	8.40-	0.84-		0.00				
***		CHERRY,	BRIDGET		17.60-	16.00-	1.60-	0.00	0.00	0.00	R	PG98	

Group Number RLS\*16\*121

Abatement

Effective Date 04/25/16

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Trn-Check Cde Number	Trans-Rev Descriptn
---------	------	----------------	----------------	----------	--------------------	-------------	----------------	-----------	-----------------	----------------	----------------------	---------------------

Tax Code Totals

CO2*15- AUL	8.36-	7.60-	0.76-	0.00	0.00	0.00
GO1*15- BRT TAX	1709.57-	1703.95-	5.62-	0.00	0.00	0.00

Total for Group RLS*16*121	1717.93-	1711.55-	6.38-	0.00	0.00	0.00
----------------------------	----------	----------	-------	------	------	------

\*\*\*\*\* Totals By Tax Cycle \*\*\*\*\*

Cycle	Current	Delinquent
4	0.00	1717.93-



# Bertie County

## Board of Commissioners

### ITEM ABSTRACT

**MEETING DATE:** May 23, 2016

**AGENDA ITEM:** C-2

**DEPARTMENT:** Governing Body

**SUBJECT:** Approve minutes for Regular Session 5-2-16

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Recommend approval.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** Recommend approval.

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** No

**ITEM HISTORY:** ---



**Windsor, North Carolina**  
**May 2, 2016**  
**Regular Meeting**

The Bertie County Board of Commissioners met for their regularly scheduled meeting at 4:00pm at 106 Dundee Street, Windsor, NC. The following members were present or absent:

Present: Ronald "Ron" Wesson, District I  
Stewart White, District II  
Tammy A. Lee, District III  
John Trent, District IV  
Ernestine (Byrd) Bazemore, District V

Absent: None

Staff Present: County Manager Scott Sauer  
Clerk to the Board Sarah S. Tinkham  
Assistant County Attorney Jonathan Huddleston  
Finance Officer William Roberson  
Network Administrator Joe Wilkes  
Emergency Services Director Mitch Cooper  
Economic Development Director Steve Biggs  
Former DSS Director, Linda Speller  
Tax Administrator Jodie Rhea  
EMS Division Chief Crystal Freeman  
Council on Aging Director Venita Thompson  
Human Resources/Risk Mgmt. Director Carolyn Fornes  
Sheriff John Holley  
Water Superintendent Ricky Spivey

Leslie Beachboard of the Bertie Ledger-Advance and Gene Motley of the Roanoke-Chowan News Herald were present from the media.

**CALL TO ORDER**

Chairman Trent called the meeting to order and thanked those present for their attendance.

**INVOCATION/PLEDGE OF ALLEGIANCE**

Commissioner Wesson led the Invocation and Pledge of Allegiance.

## PUBLIC COMMENTS

There were no public comments during this section.

## APPOINTMENTS

### **Convene as the Board of Equalization and Review**

Chairman Trent called for a motion to for the Commissioners to meet as the Board of Equalization and Review in order to hear one (1) tax appeal received by Tax Administrator, Jodie Rhea.

Vice Chairman Bazemore made a **MOTION** for the Bertie County Board of Commissioners to convene as the Board of Equalization and Review per general statute. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Commissioners convene as the Board of Equalization and Review.

Tax Administrator, Jodie Rhea, introduced the first, and only appeal for this session.

Jerry Dunlow of Dunlow Dozer Service was present with his appeal for the Board to waive the imposed penalty regarding his business personal property tax.

There was some discussion regarding Mr. Dunlow's storage of spare parts for his equipment. Mr. Dunlow stated that he did not store spare parts, and that parts were only ordered on an as needed basis. He confirmed that he did not keep an inventory of parts, only equipment.

Mr. Dunlow stated that he has no problem paying taxes, and that he has paid them fully for 44 years, but does not believe he should have to pay approximately \$1,038 in penalties.

Commissioner Wesson thanked Mr. Dunlow for bringing forth his appeal, but stated that the County has to begin recuperating lost funding due to businesses being under charged in years past.

Chairman Trent thanked Mr. Dunlow for attending today's meeting, and informed him that the Board would take this matter under advisement, and notify him of a decision within 30 days.

Tax Administrator Rhea informed the Board that there were no other appeals.

Commissioner White made a **MOTION** to adjourn as the Board of Equalization and Review for FY2015-2016. All appeals heard today will be considered, but no new cases may be presented this fiscal year. The Board will respond to today's appeal within 30 days. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

### **Presentation by Bertie County's new YMCA Executive Directory, Casey Owens**

Newly appointed YMCA Executive Director, Casey Owens, was present to introduce himself to the Board. He also provided a brief update of some upcoming events that will be hosted by the YMCA in the coming weeks.

Mr. Owens stated that an event will be held in the coming weeks called the "Bedroom Bus" which will assist parents in finding the most common hiding spots where young adults tend to hide recreational and prescription drugs. The event will also feature a "prescription take back" element where parents can drop off outdated prescriptions.

He announced that May 14<sup>th</sup> would be the date of a kickball tournament, as well as June 4<sup>th</sup> as a Public Safety, "Unity in the Community" softball game. The softball game will feature players from law enforcement and emergency medical staff in an effort to raise awareness of the good work that these professionals do every day.

The Board commended Mr. Owens for his work with the YMCA, and stated that Mr. Owen's energy and work ethic is an asset to the organization.

**NC Department of Transportation (NCDOT) response to County letter dated March 2, 2016 by Anthony Roper, Division Maintenance Engineer, Winn Bridgers, Assistant Division Maintenance Engineer, Jason Davidson, Division Traffic Engineer, and Lydia McKeel, County Maintenance Engineer**

Anthony Roper, Division Maintenance Engineer, of NCDOT was present along with members of his staff including: Winn Bridgers, Assistant Division Maintenance Engineer, Jason Davidson, Division Traffic Engineer, Lydia McKeel, County Maintenance Engineer, and Chad Webb another County Maintenance Engineer.

Mr. Roper was present to respond to the various concerns noted in a letter from the County dated March 2, 2016. The letter included areas such as Indian Woods Road, Woodard Road at Roquist Creek, and NC 11/308.

Most of the concerns addressed involved solutions to flash flooding and traffic accidents.

Chadd Webb approached the Board stating that an investigation was still ongoing regarding a traffic signal at the intersection of NC 11/308. He stated that a private firm was scheduled to monitor the traffic amount and patterns at that intersection, and that data would then be used to further understand what solutions could be put in place.

He admitted that the area had not fared as well as previously thought with the addition of a caution signal, so Mr. Webb was hopeful this new information could yield better results in the future.

Mr. Roper concluded that results of that study would be available soon, and that he would come before the Board again in June with any available updates.



**Presentation by Dr. Denauvo Robinson, CEO of the Albemarle Smart Start Partnership, and staff of Better Beginnings for Bertie's Children**

Dr. Denauvo Robinson, and staff from the Transformation Zone project, were present to introduce a new program (Better Beginnings for Bertie's Children) that would fall under the Albemarle Smart Start Partnership. The program would feature a "child find" tool which would allow educators to pinpoint children in need of Pre-K programs. Studies have shown that 60% of Bertie County children go into Kindergarten without pre-school education.

Due to no maternity facility in Bertie County, children are born in surrounding counties, and birth information cannot be easily obtained which leaves an underserved population who are still in need of these, and other services.

Superintendent Elaine White, who was also present, stated that this deficit in knowledge puts these students at a disadvantage as they are constantly forced to "play catch up" into first, second, and even third grades.

The same children sometimes struggle with social behavioral skills.

Dr. Robinson stated that he felt this program would be a win-win for not only the children, but for parents, educators, and the County as a whole.

Lastly, Dr. Robinson requested that the Board consider funding this program with a total of \$52,000 for this fiscal year, and increase the amount of \$104,000 in the years to come.

The Board thanked Dr. Robinson for his presentation, and agreed that the program would be a valuable program addition, but that the County was not at liberty to immediately distribute the requested \$52,000.

Commissioner Wesson came forward to address the Board at the public podium, and reiterated the importance of this program, and assured Mr. Robinson that their funding request would be considered during the upcoming budget sessions for FY2016-2017.

Mr. Wesson also spoke very highly of the work that the Transformation Zone and Albemarle Smart Start have done in similar capacities for Bertie's children, and encouraged the Board to strongly support this new initiative.

### **Budget presentation by MCC-Bertie Campus Interim Director, Norman Cherry**

MCC-Bertie Campus, Interim Director, Norman Cherry, came before the Board to present the budget for Martin County Community College. President of MCC, Dr. Ann Britt, was also present.

Mr. Cherry began by handing out a copy of the budget, and thanked the Board for all of its support in past, and stated that he looked forward to working with the County this year.

In summary, Mr. Cherry reported that enrollment at MCC had increased for the upcoming 2016-2017 school year, and that the rise can be attributed to the program offerings mostly in the trade skills such as Automotive Technology and Welding.

Ultimately, MCC is requesting approximately \$108,200 for the Bertie Campus. This cost includes operational costs, new electronic and wireless pass locks for employee and student safety, as well as new carpet.

Mr. Cherry stated that MCC continues to anticipate reductions in State funding, and that MCC was always searching for available grant opportunities to help offset costs.

The Board thanked Mr. Cherry, and Dr. Britt for the presentation, and commended them for their continued work ethic in providing beneficial learning opportunities for Bertie County.

### **Presentation by Roxobel Mayor, Alvin Simmons, and Town Commissioners**

Roxobel Mayor, Alvin Simmons, was present to bring a concern to the Board regarding EMS and Law Enforcement personnel in West Bertie.

Mayor Simmons explained that he felt West Bertie was “the forgotten part” of Bertie County, and expressed concerns about the length of time it takes for Law Enforcement and EMS personnel to reach the area in emergency situations.

He also stated that he was not aware of many Sheriff’s Office staff in the area on a regular basis, and addressed Sheriff John Holley with this matter.

Sheriff Holley, also present, responded that “just because you don’t see us doesn’t mean we aren’t there,” and that hiring qualified candidates to the Sheriff’s Office continues to be a challenge.

Mayor Simmons commended the work that Sheriff Holley does each day, and suggested that the County consider placing a satellite EMS and Sheriff’s station in the old Southern Bank. The location is right in the heart of Roxobel and was described as a potential “access point” for the communities of Lewiston-Woodville, Kelford, and Roxobel.

The Board thanked Mayor Simmons for his suggestion, and encouraged him to network with the other area towns and commissioners to also work on the possibility of a joint, local police force that could span the West Bertie area.

Sheriff Holley mentioned that talk of this has come up in the past, but that it was very difficult to get the Towns and communities to come together on this issue to make any progress.

Commissioner Wesson also suggested the possibility of Mayor Simmons working to encourage local citizens in West Bertie to contact the Sheriff's Office as the Sheriff was not opposed to sending qualified candidates to the appropriate training especially if they have clean criminal records.

Mayor Simmons also addressed Emergency Services Director, Mitch Cooper, about EMS personnel using NC 11 through the Town of Lewiston to reach the communities of Kelford and Roxobel. Mayor Simmons inquired about why they are using that route instead of using NC 11 to Harrell Siding Road when they are departing from the Aulander EMS Station.

Mr. Cooper stated that a map study with all of his personnel was still being completed, and that staff are asked to visit these areas of the County to familiarize themselves with the alternative routes to ensure citizens in need of emergency services are assisted as soon as possible.

Mayor Simmons thanked Mr. Cooper and Sheriff Holley for their work, and stated that he would move forward with some of the suggestions given at tonight's meeting.

## **BOARD APPOINTMENTS**

### **DSS Board**

Vice Chairman Bazemore made a **MOTION** to reappoint Curt Kedley to DSS Board for an additional 3-year term to begin on July 1, 2016. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

### **Nursing Home/Adult Care CAC**

Commissioner Wesson made a **MOTION** to reappoint Clara Barrow, Rev. Gail McNeil, and Mary Davis to the Nursing Home/Adult Care CAC Board. Vice Chairman Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

### **Voluntary Agricultural Districts**

Commissioner White made a **MOTION** to reappoint Carl Bond, Herbert “Herbie” Tayloe, Shelby Castelloe, and Curtis Brown to the Voluntary Agricultural Districts. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.



## CONSENT AGENDA

Upon review by Chairman Trent, Commissioner Bazemore made a **MOTION** to approve the Consent Agenda in its entirety as presented. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Consent Agenda was approved as follows:

1. **Tax Release Journal** – March 2016
2. **Minutes** – Regular Session 4-4-16, Work Session 4-4-16, Closed Session 4-4-16
3. **Policy** – Public Comments Rules and Procedures
4. **Budget Amendment** - #16-11
5. **Contract** – Choanoke Area Public Transportation Authority (CPTA) for FY2016-2017

## DISCUSSION AGENDA

### **JROTC Military Ball request for funding (\$750) by Senior Army Instructor, Randy M. Cherry**

Chairman Trent asked for a motion.

Commissioner Wesson asked the County Manager and Finance Officer about the amount the County has given to this cause in the past.

County Manager Sauer and Finance Officer, William Roberson, stated that they were not certain that the County had a history with this program.

Commissioner Wesson stated that he remembered attending an event like this in the past, but could not recall if the County had made a contribution. He encouraged the inspection of County financial information to verify the relationship with this organization.

Finance Officer Roberson stated that he wasn't familiar with it off hand, but that he would verify with the County's MUNIS system to be sure.

Chairman Trent inquired whether the Board would like to table this matter for the moment, or to move forward with the contribution.

Commissioner Wesson stated that it would be more helpful to the JROTC staff if the decision could be made today as the Ball will is scheduled to be held later this week.

Chairman Trent made a **MOTION** for the County to contribute the requested \$750 amount to the 2016 JROTC Military Ball. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously, but Commissioner Lee interjected by stating that the opportunity was not given for other board members to object.

Chairman Trent stated that a silent vote was equivalent to a “yes” vote under Parliamentary Procedure.

Commissioner Lee clarified by stating that she was not in favor of the decision, which if the vote were to settle now, it would pass in a 4-1 vote.

Commissioner White stated that he would prefer to wait until the County Manager and Finance Officer were able to review County financial records to see what amount(s) may have been given in the past.

Chairman Trent then polled Vice Chairman Bazemore.

Vice Chairman Bazemore agreed with Commissioner White.

Commissioner Wesson suggested a different motion be made, but the first motion on the floor approving the request must take priority now before considering another per Parliamentary Procedure.

Chairman Trent summarized the latest discussions and noted that the vote stands now 3-2 with Vice Chairman Bazemore, and Commissioner’s White and Lee tabling the matter until County staff can research the matter within finance records. Chairman Trent and Commissioner Wesson are in favor to immediately contribute \$750 to the JROTC Military Ball.

The motion died in a 3-2 vote.

Commissioner White made a **MOTION** to table the matter until it has been fully reviewed by County staff. Vice Chairman Bazemore **SECONDED** the motion. The **MOTION PASSED** in a 3-2 with Chairman Trent and Commissioner Wesson voting against.

Later on in the meeting, Finance Officer Roberson announced that upon a preliminary review, the County has not had a previous relationship with the JROTC program. He stated that he would continue to search in other areas for final verification.

**Discuss approval of Relay for Life 2016 resolution, and consider additional funding for this year’s event per national award recognition**

Jo Ann Jordan, Relay for Life volunteer, was present to present the Board with a national award for the most per capita funding raised for the population category of 15,000-19,000,

and asked that the Board approve this year's Relay for Life resolution declaring May 13, 2016 as Relay for Life Day in Bertie County, and that this year's theme is "Paint Your World Purple."

Vice Chairman Bazemore made a **MOTION** to pass the Resolution as written. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

In addition, Ms. Jordan requested that the Board consider increasing the annual donation to the Relay for Life event.

Commissioner White made a **MOTION** to increase the annual contribution to Relay for Life from \$500 to \$2,000. Vice Chairman Trent **SECONDED** the motion. The **MOTION PASSED** in a 4-1 vote, with Commissioner Lee voting against.

Commissioner Wesson expressed his concern that the Board has voted to increase funding a number of times recently, and stated that discussion of additional funding to any cause or organization be conducted during budget season. He reminded the Board that a new budget will be presented to the Board in the next 30 days, and that is the time for discussions like these.

Commissioner Lee concurred and stated that citizens should have the option to support these organization with money from "out of their pockets" versus with Board appropriated tax dollars.

Chairman Trent requested that there be no more funding requests from new organizations for the rest of the current fiscal year, and that discussions take place in the near future regarding Special Appropriations for the upcoming fiscal year.

### **Review status of JCPC grants for non-profit agencies**

County Manager Sauer reviewed recent 501(c)(3) organizations who have come forward to the Board requesting funding including Visions in View, Esquires for Education, and the Family Resource Center.

On March 7<sup>th</sup>, the Board confirmed the County's approval for the budget review process for the above listed, related non-profit organizations to be administered by the Juvenile Crime Prevention Council (JCPC) using local funds provided by the County.

The organizations were given a window of opportunity to apply for funding directly with the JCPC.

For planning purposes, and additional clarification, the figure of \$42,500 was used as the JCPC prepares for its FY 2016-2017 budget allocations. The breakdown decided was recommended as follows:

Esquires for Education	-	\$7,500.00
Visions in View	-	\$10,000.00
Family Resource Center	-	<u>\$25,000.00</u>
		\$42,500.00

County Manager Sauer reported the results of the recent JCPC funding application process, and stated that Visions in View was the only organization to complete the required steps. In turn, Ms. Larree Cherry, Chairman of the JCPC, inquired about the next steps regarding the funding figure above with only Visions in View submitting an application.

He also requested clarification on behalf of the Council on whether or not the Board would like to: 1.) supply the funding to JCPC for Visions in View, and allot the additional funding elsewhere, 2.) disqualify the Family Resource Center and Esquires for Education for this funding, and instead include them in FY2016-2017 budget considerations next month, or, 3.) choose not to fund Esquires for Education and The Family Resource Center.

Vice Chairman Bazemore stated that the Board approved the motion to allot \$42,500 under the impression that all three organizations were going to apply. The Vice Chairman stated that since was not the case, and applications were not submitted for all three organization, that she felt that the funding should not be given at all.

She also expressed concerns that the motion made back on March 7<sup>th</sup> implies that the Board would "dictate" the actions of the JCPC regarding the dispensing of funds and for monitoring of each program, and that she is not favor of doing so.

Commissioner Wesson concurred with Vice Chairman Bazemore and stated that any organization with similar targets and goals of the JCPC can already submit their requests for



funding directly to that Council. Those applications would then be submitted with a budget request to the State, and the County would pay 10% of that request.

Vice Chairman Bazemore added that she was under the impression that the JCPC could choose to fund other organizations that fit the appropriate criteria, and not just the three organization submitted on March 7<sup>th</sup>. She concluded that this process needs to be “fair” and that “we have to monitor” each organization.

There was some additional discussion between Vice Chairman Bazemore and Commissioner Wesson regarding concerns of “double dipping” with funding, and suggestions made to continue forward with the \$42,500 County contribution, with \$10,000 being allotted to Visions in View, and the remaining balance be distributed to other qualifying organizations that meet JCPC criteria.

Lastly, Vice Chairman Bazemore reiterated that she did not believe the County should dictate to JCPC on what to do with potential funding, and that things should be fair across the board.

Chairman Trent called for a motion to close this matter.

Commissioner Wesson made a **MOTION** to rescind the previous motion on this matter made on March 7<sup>th</sup> and to not provide additional funding to JCPC as organizations already have the ability to request funding directly with that Council, and the County will provide the 10% match.

Commissioner Lee interjected and inquired about the outcome for Visions in View as that organization had followed the needed steps as instructed.

Commissioner Wesson stated that Visions in View could still be funded directly with JCPC, and that the organization does not lose that opportunity.

Commissioner Lee confirmed that the amount of \$42,500 would instead be kept in the General Fund, and not be given to any of the three 501(c)(3) organizations, and that Visions in View could “quite possibly” receive funding directly through JCPC.

Some additional discussion ensued, and Chairman Trent reminded the Board of the motion currently on the floor. Final clarification was given that all three organizations could work directly with JCPC for funding, and funding would be up to the discretion of the JCPC.

Regarding the motion currently on the floor, Commissioner White **SECONDED** the motion. The **MOTION PASSED** in a 4-1 vote with Vice Chairman Bazemore voting against.

Commissioner Lee made a **MOTION** that all 501(c)(3) organizations that fit JCPC criteria should apply through JCPC only, and would not be funded in the County’s budget for the upcoming fiscal year. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

There was no further discussion on this matter.

**Discuss resolution in honor of service and retirement of former DSS Director, Linda Speller**

Former DSS Director, Linda Speller, was present to thank the Board for the support over the span of her 32 years of service to Bertie County DSS.

She also thanked other members of staff including the Information Technology and Finance Departments, as well as the County Manager, and County Attorney staff for their support.

She stated that she was thankful to have served the citizens of Bertie County, and that she had full confidence in the Interim Director, Melissa Surgeon, and the rest of the DSS staff during the transitional period.

The Board commended Ms. Speller for her years of dedicated service, and wished her well in her retirement.

Commissioner Lee made a **MOTION** to pass the Resolution honoring the retirement of DSS Director, Linda Speller. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

**Approve Resolution and spring 2016 funding application for the NC Department of Environmental Division of Water Infrastructure – recommended by Green Engineering, LLC.**

The County Manager stated that these items were requested by Water Superintendent, Ricky Spivey, with the assistance of Green Engineering to continue to move forward with a grant opportunity from the Division of Water Infrastructure for Water Districts II and IV to provide an “on the ground survey” of water valves, hydrants, and meters.

Mr. Sauer also explained that the grant for Water District II of \$88,800 and for Water District IV of \$84,600 would require a five percent (5%) local match which will be budgeted for FY2016-2017.

Commissioner Wesson made a **MOTION** to approve the resolutions and funding application as needed. Vice Chairman Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

## COMMISSIONER'S REPORTS

Commissioner Wesson thanked those who participated in the first Kate B. Reynolds community forum on April 27<sup>th</sup>. He stated that the County now has a “good stake in the ground” on some of the most pressing health related issues in our community. If Bertie were to receive grant funds, the funding would amount to \$100 million over a length of 10 years. On another note, he announced that he was just named Treasurer of the Mid-East Commission, and thanked Chairman, Dayle Vaughan, for the appointment.

Vice Chairman Bazemore reported that she had recently completed a training session involving review process for County Commissioners, Managers, and Clerks and stated that she would like to implement some of these measures in the future. In addition, she attended the retirement celebration at DSS for Former Director, Linda Speller. She stated that the staff at DSS hosted a very warm, and well planned send off. Also, she mentioned her attendance at the recent Fish and Industry dinner meeting on April 29<sup>th</sup>, and stated that she was working to send the Board members copies of the PowerPoint presented at that event. Lastly, she suggested that the Board meet in the very near future for a budget work session to discuss goals for the upcoming year's budget.

Commissioner Lee informed the Board of a news story she read recently on Facebook about the officers at Bertie Correctional who placed among the highest in the State for airplane pulling. She stated that any good press for police officers would be shared, and encouraged the media present to pick up the story as well. She also reported that she spent a day recently with Ron Lewis of Charters of Freedom. Mr. Lewis came to Bertie recently to open up the County's monument savings account for citizen contributions to the monument fund.

Commissioner White reminded the Board that this Sunday, May 7<sup>th</sup>, was Powellsville Awareness Day, and that Relay for Life will take place next week on May 13<sup>th</sup>. Vice Chairman Bazemore and Chairman Trent confirmed their attendance.

Chairman Trent updated the Board about the latest NC Department of Public Instruction (NCDPI) meeting that took place last week in Raleigh. Vice Chairman Bazemore and County Manager Sauer were in attendance as well. A decision about that matter is forthcoming.

## COUNTY MANAGER'S REPORTS

County Manager Sauer reiterated that additional information from NCDPI was on the way.

## COUNTY ATTORNEY'S REPORTS

Assistant County Attorney, Jonathan Huddleston, presented a few new documents to the Board from County Surplus Auctioneer, Bill Forbes. The new documents include: a replacement Contract to Sell Personal Property that contains an additional \$500 advertising cost, an amended list of personal property items that will be sold at the live auction, a set of personal property sale Terms and Conditions, and an amended resolution to reflect the change to the list of personal property being sold.

Two (2) new pieces of personal property (ambulance vehicles) have been added to the list of property being sold and a number of items that were considered junk were thrown away and taken off of the list. Originally, only two vehicles were going to be sold at the live auction, and the remaining personal property was going to be sold on-line. Now, there will be no more on-line auction. All items of personal property that are on the amended list will be sold at the live sale. As a result, an additional \$500 advertising fee was added by Bill Forbes to cover the respective advertising costs.

All documents were submitted after the agenda packet deadline, and were available for signature at today's meeting.

Commissioner Lee made a **MOTION** to approve the replacement Contract to Sell Personal Property that contains an additional \$500 advertising cost, an amended list of personal property items that will be sold at the live auction, a set of personal property sale Terms and Conditions, and an amended resolution to reflect the change to the list of personal property being sold. Chairman Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.



### **PUBLIC COMMENTS**

James S. Pugh of Indian Woods encouraged the Board to stay diligent with NCDOT regarding the needed road improvements in the County.

### **CLOSED SESSION**

Commissioner Wesson made a **MOTION** to go into Closed Session 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 approves 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. Vice Chairman Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Board shifts into Closed Session.

### **OPEN SESSION**

Commissioner Lee made a **MOTION** to return to Open Session. Vice Chairman Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

**RECESS**

Chairman Trent recessed tonight's meeting until Monday, May 9<sup>th</sup> at 4:00PM where the Board will meet jointly with the Board of Education inside the BCPS Central Services Complex located at 715 US Hwy 13 North just outside of Windsor.

---

John Trent, Chairman

---

Sarah S. Tinkham, Clerk to the Board



# Bertie County

## Board of Commissioners

### ITEM ABSTRACT

**MEETING DATE:** May 23, 2016

**AGENDA ITEM:** C-3

**DEPARTMENT:** Governing Body

**SUBJECT:** Approve minutes for Closed Session 5-2-16

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Recommend approval.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** Recommend approval.

**ATTACHMENTS:** See envelope.

**LEGAL REVIEW PENDING:** No

**ITEM HISTORY:** ---



# Bertie County

## Board of Commissioners

### ITEM ABSTRACT

**MEETING DATE:** May 23, 2016

**AGENDA ITEM:** C-4

**DEPARTMENT:** Governing Body

**SUBJECT:** Approve minutes for Joint Meeting with School Board on 5-9-16

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Recommend approval.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** Recommend approval.

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** No

**ITEM HISTORY:** ---



**Windsor, North Carolina**  
**May 9, 2016**  
**Regular Meeting**

The Bertie County Board of Commissioners reconvened from its regular meeting on Monday, May 2, 2016. The meeting was recessed until today at 4:00PM in order for the Board to meeting jointly with the Bertie County Board of Education inside the BCPS Central Services Complex located at 715 US Highway 13 North just outside of Windsor. The following members were present or absent:

Present: Ronald “Ron” Wesson, District I  
Stewart White, District II  
John Trent, District IV  
Ernestine (Byrd) Bazemore, District V

Absent: Tammy A. Lee, District III

Staff Present: County Manager Scott Sauer  
Clerk to the Board Sarah S. Tinkham  
Finance Officer William Roberson

Board of Education & Staff: Tarsha Dudley  
Bobby Oceana  
Barry McGlone  
Emma Johnson  
Jo Davis Johnson  
Superintendent Elaine White  
Kimberley Cooper  
Pearline Bunch  
Matthew Bond  
Ella Fields-Bunch  
Froi Uy Romero

Leslie Beachboard of the Bertie Ledger-Advance was present from the media.

**RECONVENE – BERTIE COUNTY BOARD OF COMMISSIONERS**

Chairman Trent reconvened the Bertie County Board of Commissioners

**CALL TO ORDER – BERTIE COUNTY BOARD OF EDUCATION**

Chairman Dudley called the Board of Education to order.

The floor was then given to Superintendent Elaine White and her staff to present the Bertie County Public School’s FY2016-2017 Budget.

**BUDGET PRESENTATION – BERTIE COUNTY PUBLIC SCHOOLS**

Superintendent White began by providing various statistics and facts about the various Bertie County School campuses from the Pre-K program up to the high school level.

Additionally, Ms. White discussed the many needs of additional programming and the struggle to recruit and retain qualified teachers.

Ms. Pearline Bunch, Finance Director, came forward to present the FY2016-2017 budget including the budget message, projected cuts to State and Federal funding, operational budget, budget details, and actual expenditures.

After a brief discussion, Chairman Trent commended Superintendent White, and her staff, for presenting a concise, “realistic” financial overview for the proposed budget. He assured the Board of Education and Superintendent that the Commissioners would take the proposed budget under advisement at an upcoming budget work session.

**ADJOURN**

Chairman Trent and Chairman Dudley adjourned both Board’s at 5:45PM.

---

John Trent, Chairman

---

Sarah S. Tinkham, Clerk to the Board



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** May 23, 2016

**AGENDA ITEM:** C-5

**DEPARTMENT:** Register of Deeds

**SUBJECT:** Accept Register of Deeds Fees Report – April 2016

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Recommend approval.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** Recommend approval.

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---

Sarah



# Bertie County Register of Deeds

Annie F. Wilson  
Register of Deeds

P.O. Box 340  
Windsor, NC 27983  
252-794-5309  
[www.bertie-live.inttek.net](http://www.bertie-live.inttek.net)

NORTH CAROLINA  
BERTIE COUNTY

TO: THE BOARD OF COUNTY COMMISSIONERS:

Agreeable to and in compliance with Chapter 590 of the Public Local Laws of North Carolina, Sessions 1913, I beg leave to submit the following statement of all fees, commissions, etc. of any kind collected by me as Register of Deeds for the month of APRIL 2016 and for an itemized statement thereof, I respectfully refer you to the following books in my office.

### AMOUNT SUBJECT TO GS 161-50.2

10-0030-4344-01	REAL ESTATE REGISTRATION-----		\$4,124.80
10-0030-4344-03	VITAL STATISTICS-----		\$1,200.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)-----		\$114.85
10-0030-4344-04	NO. MARRIAGE LICENSE-----	7 @\$60.00-----	\$420.00
			<b>\$5,859.65</b>
10-0018-4240-01	N. C. STATE EXCISE STAMP TAX-----		\$3,045.00
10-0030-4344-10	STATE TREASURER FEE-----	126 @\$6.20-----	\$781.20
	STATE VITAL RECORDS-----	3 @14.00-----	\$42.00
			<b>\$9,727.85</b>
10-0000-1251-00	A/R IN/OUT(REFUND)-----		
			<b>\$9,727.85</b>

*Annie F. Wilson*  
REGISTER OF DEEDS - BERTIE COUNTY  
By: *Shakedia L. Williams, Asst.*

### FOR INFORMATIONAL PURPOSES

D/T /MORTGAGES-----	24 @\$6.20=	\$148.80
ADDITIONAL PAGES-----	43 @\$0.40=	\$17.20
DEEDS & OTHER INSTRUMENTS-----	114 @\$1.94=	\$221.16





# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** May 23, 2016

**AGENDA ITEM:** C-6

**DEPARTMENT:** Governing Body

**SUBJECT:** Approve the FY2015-2016 audit services contract – Carr, Riggs, & Ingram

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Recommend approval.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** Recommend approval.

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** No

**ITEM HISTORY:** ---

CONTRACT TO AUDIT ACCOUNTS

Of Bertie County Primary Governmental Unit

Discretely Presented Component Unit (DPCU) if applicable

On this 25th day of April, 2016

Auditor: Carr, Riggs & Ingram, LLC Auditor Mailing Address: P.O. Box 399 382 Pamlico Street, Belhaven, N.C. 27810 Hereinafter referred to as The Auditor

and Board of Commissioners (Governing Board(s)) of Bertie County (Primary Government)

and hereinafter referred to as the Governmental Unit(s), agree as follows: (Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2015, and ending June 30, 2016. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with Government Auditing Standards if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).

County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Circular A-133 for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.

3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in Government Auditing Standards, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in Government



## Governmental Unit

## Discretely Presented Component Units (DPCU) if applicable

*Auditing Standards.* The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment..

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October 31, 2016. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent via upload through the current portal address: <http://nctreasurer.slgfd.leapfile.net> Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: **Fees listed on signature pages.**)
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.



## Discretely Presented Component Units (DPCU) if applicable

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed prior to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless another time frame is agreed to by the LGC.  
  
If the OSA designates certain programs to be audited as major programs, as discussed in item #2, agreed-upon procedures report, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.  
  
The LGC's process for submitting contracts, audit reports and invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/sgl/Pages/Audit-Forms-and-Resources.aspx>
14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract needs to be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract, and then must be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload your amended contract is <http://nctreasurer.slgfd.leapfile.net>. No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of



Discretely Presented Component Units (DPCU) if applicable this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #22 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

17. Special provisions should be limited. Please list any special provisions in an attachment.
18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of October 2015. These instructions are subject to change. Please check the NC Treasurer's web site at [www.nctreasurer.com](http://www.nctreasurer.com) for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

***SIGNATURE PAGES FOLLOW***

Contract to Audit Accounts (cont.)

Bertie County

Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

Bertie County

- FEES

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards]

Audit \$36,712

Preparation of the annual financial Statements \$12,238

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$36,712

\*\* NA if there is to be no interim billing

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

Carr, Riggs & Ingram, LLC

Name of Audit Firm

By Jeff Best, CPA

Authorized Audit firm representative name: Type or print

Signature of authorized audit firm representative

Date 4-28-16

jbest@cricpa.com

Email Address of Audit Firm

Governmental Unit Signatures:

Bertie County

Name of Primary Government

By John Trent, Chairperson

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date

By N/A

Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson

Date N/A

\*\* If Governmental Unit has no audit committee, mark this section "N/A"

Bertie County

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28

(a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By William Roberson, Finance Officer

Primary Governmental Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

(Audit Certificate must be dated.)

william.roberson@bertie.nc.gov

Email Address of Finance Officer

Date Primary Government Governing Body Approved Audit Contract - G.S. 159-34(a)

Date





## System Review Report

January 31, 2014

To the Partners of Carr, Riggs & Ingram, LLC  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Carr, Riggs & Ingram, LLC (the firm) applicable to non-SEC issuers in effect for the year ended June 30, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans, and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Carr, Riggs & Ingram, LLC applicable to non-SEC issuers in effect for the year ended June 30, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Carr, Riggs & Ingram, LLC has received a peer review rating of *pass*.

Eide Bailly LLP

[www.eidebailly.com](http://www.eidebailly.com)

800 Nicollet Mall, Ste. 1300 | Minneapolis, MN 55402-7033 | T 612.253.6500 | F 612.253.6800 | EOE

**THIS PAGE WAS INTENTIONALLY LEFT BLANK.**



**Windsor, North Carolina  
June 1, 2015  
Regular Meeting**

The Bertie County Board of Commissioners met for their regularly scheduled meeting at 4:00pm inside the Commissioners Room located at 106 Dundee Street, Windsor, NC. The following members were present or absent:

**Present:** Ronald "Ron" Wesson, District I  
Stewart White, District II  
Tammy A. Lee, District III  
John Trent, District IV  
Ernestine (Byrd) Bazemore, District V

**Absent:** None

**Staff Present:** County Manager Scott Sauer  
Clerk to the Board Sarah S. Tinkham  
County Attorney Lloyd Smith  
Department of Social Services Director Linda Speller  
Economic Development Director Steve Biggs  
Emergency Services Director Mitch Cooper  
Finance Officer William Roberson  
Human Resources Director Carolyn Fornes  
Water Superintendent Ricky Spivey  
Maintenance Superintendent Anthony Rascoe  
Utility Customer Service Manager Connie Coburn  
Board of Elections Director Sheila Holloman  
Register of Deeds Annie Wilson  
Sheriff John Holley  
Council on Aging Director Venita Thompson  
Information Systems Administrator Scott Pearce  
Network Systems Administrator Joe Wilkes  
EMS Division Chief Matt Leicester  
Compliance Officer Crystal Freeman  
Cooperative Extension Director Richard Rhodes

Gene Motley and Cameron Jernigan of the Roanoke-Chowan News Herald were present from the media.

**CALL TO ORDER**

Chairman Wesson welcomed all of those present and thanked them for their attendance.

**Accept Tax Department Error Ledger – April 2015**

County Manager Sauer recommended this item for approval.

Commissioner Bazemore made a **MOTION** to accept the Tax Department Error Ledger from April 2015. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

**Accept Register of Deeds Fees Report – May 2015**

County Manager Sauer recommended this item for approval.

Commissioner Bazemore made a **MOTION** to accept the Register of Deeds Fees Report for May 2015. Vice Chairman Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

**Consider and approve 2014-2015 audit services contract presented by CRI, LLC. in the amount of \$35,883.75** 15-16 = 36,712

**Commissioner White made a MOTION to approve the 2014-2015 audit services contract as presented by CRI, LLC. in the amount of \$35,883.75. Vice Chairman Lee SECONDED the motion. The MOTION PASSED unanimously.**



# Bertie County

## Board of Commissioners

### ITEM ABSTRACT

**MEETING DATE:** May 23, 2016

**AGENDA ITEM:** C-7

**DEPARTMENT:** Council on Aging

**SUBJECT:** Approve Contractual Agreement between the Council on Aging and Interim Healthcare-Morris Group for senior citizen home care services for continued services effective July 1, 2016

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Recommend approval.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** Recommend approval.

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** No

**ITEM HISTORY:** ---

**CONTRACTUAL AGREEMENT BETWEEN**

**Bertie County Council on Aging**

**&**

**Interim Healthcare-Morris Group, Inc.**

**THIS AGREEMENT is made and entered into the 1<sup>st</sup> day of July, 2016, by and between Bertie County Council on Aging ("BCCOA") and Interim Healthcare-Morris Group, Inc. ("IHMC"), Provider.**

**WITNESSETH**

**WHEREAS, BCCOA is engaged in the provision of In-Home services to its clients in Bertie County; and**

**WHEREAS, BCCOA seeks to make available all needed modalities of care to its clients and therefore, desires to have available the services for qualified nursing assistants, and Personal Care Aides to render home care services directly to its clients; and**

**WHEREAS, Provider employees qualified nursing assistants, and Personal Care Aides as defined in 42 C.F.R. SECTION 484 and 10 NCAC 3L, and is willing to provide such supplemental staffing for intermittent home care services on an as-needed basis to BCCOA pursuant to the terms and conditions set forth below;**

**NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and a sufficiency of which is hereby acknowledged, the parties agree as follows:**

**I. SCOPE OF AGREEMENT**

- A. Provider shall allow certain of its nursing staff to provide home care services on an as-needed basis to those patients specified by BCCOA. Such home care services shall be provided in accordance with 42 C.F.R SECTION 484 and 10 NCAC 3L, and in accord with IHMC policies and procedures. The services shall be rendered within the scope and limitations set forth in the plan of care, as established by the physician in coordination with the professional staff of Provider and BCCOA. Provider shall schedule visits according to the care plan and applicable BCCOA policies and procedures. BCCOA shall be responsible for transmittal of the initial care plan to Provider. Except in emergency situations, the type, scope or duration of said plan of care, including discharge planning, shall not be altered by Provider without coordination with the professional staff of BCCOA, and the approval of BCCOA's responsible authority. BCCOA shall give assignments to Provider staff under this Agreement on a pro basis.**
- B. BCCOA retains exclusive authority to admit patients into its home care services programs and to designate patients to be served by Provider.**
- C. Provider shall provide BCCOA with evaluations, visit reports, time sheets, clinical progress reports and discharge summaries for each patient to whom Provider has rendered services in such form and at such times as directed by BCCOA.**
- D. Provider shall meet all Federal and State requirements relating to professional qualifications, functions, supervision and in-service education.**
- E. BCCOA is responsible for coordinating the timely transmittal of information to Provider required for the orderly and efficient delivery of services.**



- F. BCCOA shall in no way restrict or limit the right of any employee of Provider to exercise independent professional judgement as to the type of services needed and the manner in which they are to be performed. Provider shall manage and supervise its home care staff who provides services under the terms of this agreement.
- G. Personal protective equipment for staff will be the responsibility of Provider.
- H. Provider will maintain personnel files with copies of health information, licenses and/or qualifications, along with other such information as required by Provider Organization, State and/or Federal regulations for each individual employed by Provider in the performance of the agreement and will provide copies to BCCOA upon request.
- I. Provider agrees that this relationship with BCCOA shall be that of an independent contractor. The parties hereto further agree that nothing contained herein shall be deemed to create any type of agency, servant or employee/employer relationship.
- J. Both parties shall comply with all applicable Federal, State, and local laws and regulations and shall conform to the standards of the Department of Health and Human Services and such other agencies as are responsible for regulating the parties hereunder. Provider shall also maintain the confidentiality of all medical records and information in accord with applicable state and federal laws, rules and regulations, HIPPA regulations, and BCCOA policy.
- K. Provider shall provide home care services to BCCOA's patients in Bertie County.
- L. As a means of promoting continuity of care and developing effective working relations between the parties' staff, Provider shall endeavor to minimize changes in its staff who provide home services to patients designated by BCCOA. Provider staff shall regularly participate in case conference conducted at BCCOA's office or at such place or through other means of communication acceptable to both parties.
- M. Provider shall not use the name of BCCOA in any of Provider's recruitment materials, advertisements or other publications without the prior approval of BCCOA.

## II. LIABILITY

- A. Provider shall at all times maintain in full force and effect professional liability insurance coverage in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate through a program of self-insurance or a commercial insurance carrier. Upon BCCOA's written request, the Provider shall provide a certificate of insurance to BCCOA which sets forth the type of coverage provided and the limits of coverage and which endeavors to provide to BCCOA thirty (30) days advance written notice of cancellation or of a change to limits of the aforesaid coverage.
- B. Provider shall maintain automobile insurance coverage in accordance with the laws of the State of North Carolina on any vehicle owned by Provider and used in the delivery of services under the agreement.
- C. Provider shall maintain a Worker's Compensation insurance policy on all employees utilized in the delivery of services under this Agreement. Provider certifies that it carries and maintains such a Workers' Compensation Insurance policy. Provider further agrees to hold harmless and indemnify BCCOA for any Worker's Compensation claims on behalf of Provider's employees.

### **III. FINANCIAL AGREEMENT**

- A. For services rendered under the terms of this Agreement, BCCOA shall pay Provider the rate of \$14.00 per hour for visits by the Provider's In-Home Assistants. Provider shall submit an invoice for service rendered to BCCOA on Monday following the payroll ending period. Such fees shall be the exclusive method, mode and amount of payment for visits made by the Provider's professional staff pursuant to this agreement (hereunto referred to as Services), with the exception that, if services are not performed during such visit.
- B. All fees, compensation and other things of value charged by BCCOA for services shall belong to and be paid to BCCOA.
- C. Provider shall, in accordance with BCCOA's established policies and procedures provide all necessary documentation for BCCOA to obtain reimbursement for all services rendered.
- D. By the 7<sup>th</sup> day of each calendar month, Provider shall submit to BCCOA's designated representative, a record of all Services rendered to BCCOA's patients during the proceeding 30 day period. Such report will list patient names, dates of services, services provided and fee applicable.
- E. Provider's fee for Services shall be paid by BCCOA within thirty (30) days of the receipt of the prescribed and properly executed billing forms; provided that all documentation pertaining to the service has been completed, received and approved. In the event that Provider has been paid for services rendered by BCCOA and because of Providers failure to properly comply with obligations under this Agreement, the BCCOA fails to receive its fee from the party from whom payment for such Services is due, then Provider shall reimburse BCCOA for any and all such amounts denied due to Provider error.

### **IV. EFFECTS OF DENIALS AND NOT SEEN VISITS**

In the event any amount paid to Provider by BCCOA for Services is denied by a fiscal intermediary, BCCOA, if appropriate, shall notify Provider and submit to the fiscal intermediary information jointly prepared by BCCOA and the Provider which provides justification for the amount paid or services provided.

BCCOA will not pay for a not-seen visit unless the not-seen visit is caused by BCCOA's failure to communicate scheduling information to Provider in a timely and accurate manner.

### **V. DURATION OF AGREEMENT**

This agreement shall commence as of the date hereof and shall continue in full force and effect through June 30, 2017. Thereafter, the Agreement may be renewed for additional one year terms by mutual written agreement of the parties. Either party shall have the right to terminate this Agreement, with or without case, upon ninety (90) days notice in writing to the other party.

This Agreement shall terminate automatically and immediately upon the revocation, suspension, termination or expiration of Provider's Home Care License, or upon the occurrence of any circumstances that would legally prevent Provider from performing services under this Agreement. The provisions and obligations of Section VII hereof shall survive any termination of this Agreement, and termination shall not relieve BCCOA of its obligation to timely pay any fees accrued for services provided up to the time of termination.

### **VI. OUTSIDE SERVICES**

Nothing in this Agreement shall be construed as limiting or restricting in any manner either party's right to render the same or similar services as those covered by this Agreement to other individuals and entities, including, but not limited to, nursing homes, other home care agencies, school systems, group homes and acute care facilities, during the term of this Agreement.



**VII. SPECIAL CONDITIONS**

- A. **Hiring of employees:** During the term of this Agreement, and for a period of one year after termination of this Agreement, both parties agree not to employ any employee of the other rendering services under this Agreement without prior written consent. Provided, however, if this contract is terminated at any time by either party, BCCOA will retain the right of employment for all employees employed by the BCCOA at the time of inception of the original contract.
- B. **Removal of Healthcare Professional:** Provider agrees to relieve any member of its professional staff from the provisions of home care services under this Agreement with report to any particular patient(s) upon reasonable request by BCCOA and to endeavor to provide a substitute acceptable to BCCOA.
- C. **Qualifications of Provider staff** shall not be less than those required by BCCOA for BCCOA employees providing similar services as Provider staff.

**VIII. GENERAL CONDITIONS**

- A. **ENTIRE AGREEMENT AND AMENDMENTS:** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. This Agreement may be amended only in writing, which must be signed by both of the parties. Each of the statements set forth in the recitals to this Agreement are hereby incorporated herein by reference as valid representation of the party or parties to whom such statement relates.
- B. **ASSIGNMENT:** This Agreement is personal to the parties hereunder, and neither party shall assign, delegate, transfer, pledge or otherwise dispose any of the rights or obligations specified in this Agreement to any other entity or natural persons without first obtaining the written consent of the other party, which consent shall not be unreasonable withheld. Any attempt by either party to assign, delegate, transfer, pledge or otherwise dispose of any portion or all of this Agreement, without obtaining the prior written consent of the other party, shall be void and of no effect. In the event of assignment, this Agreement shall be binding upon the successors or assigns of the parties hereto.
- C. **NOTICE:** Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered personally or three (3) days after being mailed by certified mail, return receipt requested, postage prepaid to the following addresses, or at such other address as either party may designate in a manner in compliance with this Section:

**Interim Healthcare-Morris Group, Inc.  
Attn: Margaret Webb  
2526 Ward Boulevard  
Wilson, North Carolina 27893**

**Bertie County Council on Aging  
Attn: Venita C. Thompson, Director  
103 W. School Street  
Windsor, North Carolina 27983**



Each party shall at all times keep the other party informed of its current address.

- D. **SALARY, BENEFITS, INSURANCE, AND TAXES:** Provider shall be responsible for payment of the staff of his or her salary and other benefits provided to employees of Provider's in accord with Provider's standard policies. Provider shall provide Worker's Compensation insurance for its employee, including but not limited to, unemployment insurance tax and social security tax. Provider agrees to indemnify and hold BCCOA harmless from any and all expense, liability or responsibility arising from failure to withhold such taxes and social security payments or to make and such Worker's Compensation or unemployment benefit payments, contributions or payroll tax payments. This Section survives termination of this Agreement.
- E. **LEGISLATIVE/REGULATORY COMPLIANCE AND MODIFICATION:** Provider hereby agrees that it will comply with any and all statutes, laws, rules regulations, license and certificates and authorization of any governmental body or authority applicable to it in the performance or carrying out of its obligation under this Agreement. BCCOA hereby agrees that it will comply with any and all statutes, laws, rules, regulations, license, certificates and authorizations of any governmental body or authority application to it in the performance or carrying out of its obligations under this Agreement. Each party will obtain and maintain current and in force all license, certifications, authorizations and/or permits (and will pay fees therefor) necessary for it to carry out its duties and responsibilities under this agreement. In the event any licensure law, rule, regulation or payment policy, or any rule or policy of any non-governmental third party payer, or any other federal, state, or local law, rule, regulation policy, or any interpretation thereof at any time during the term of this Agreement is modified, implemented, threatened to be implemented or determined to prohibit, restrict or in any way materially change the method or amount of reimbursement or payment (a) for service under the Agreement or (b) for service to patient of a party as a result of this Agreement, or by virtue of the existence of this Agreement has or shall have a materially adverse effect on the ability of either party to engage in any commercial activity on terms at least as favorable as those reasonably attributable as of the date (all of the foregoing being here inactive collectively referred to as "Changes," and individually, a "Change") then the parties to this Agreement shall negotiate in good faith to amend in writing prior to the effective date of the Change, then the party affected by the change may terminate this Agreement upon thirty (30) days advance written notice. Upon such termination, neither party shall have any further rights hereunder, except those rights already accrued and those that expressly survive termination.
- F. **FORCE MAJEURE:** In the event either party is prevented from performing hereunder due to an act of God, flood, war, epidemic, fire, earthquake, labor dispute, embargo, governmental action imposing quotas not heretofore imposed, a change laws adversely affecting the import or export of essential part of material, an insurrection or other similar event beyond the reasonable control of the party of the party invoking this Section, and if such party shall have used reasonable efforts to mitigate it's effects and provided that such party shall have given prompt written notice to the other party, then delay or failure of performance due to events occurring hereunder shall be excused, and the time for performance shall be extended for the period of delayer inability to perform due to such occurrences. Notwithstanding the excuse of Force Majeure, the other party may terminate this Agreement without being held in breach if the invoking party is unable to continue with performance within sixty (60) days after the initial occurrence of such an event.
- G. **OBRA COMPLIANCE:** The parties agree that upon request they will make their books, documents and records available to the Secretary of the Health and Human Services, the comptroller general or their duly authorized representative to the extent required by section 952 of the Omnibus Budget Reconciliation Act of 1980 and will obtain a similar agreement from any related sub-contractor whom they engage to perform on their behalf. This section survives termination of this Agreement.
- H. **NO REQUIREMENT TO REFER:** Nothing in this Agreement, whether written or oral, nor any consideration in the connection herewith, contemplates or requires the referral of any patient by Provider to the HCOA or any other entity affiliated in anyway with the HCOA or any other entity affiliated in anyway with the HCOA. This agreement is not intended to influence the judgement of Provider in choosing medical specialists or medical facilities appropriate for the proper care and treatment of patients. Neither Provider nor its employees nor agents shall receive any compensation or remuneration for referrals, if any, to the HCOA or any affiliate.
- I. **COMPLIANCE WITH ANTITRUST LAWS:** It is the intention of the parties to comply with the body of law applicable to antitrust, fair trade practices and related topics in all reports. All parties shall comport themselves in compliance with these bodies of law while fulfilling their duties and responsibilities pursuant to this Agreement. Specifically, but without limitation, Provider shall not require or permit the improper disclosure to it of information obtained by staff,



and the BCCOA shall not require or permit the improper disclosure to it of information obtained by staff, when such disclosure would violate these aforesaid bodies of law. The parties agree that they shall strive to comply with all U.S. Department of Justice/FTC Antitrust "Safety Zone" requirements and further shall not, in violation of these requirements and further shall not, in violation of these requirements, facilitate or knowingly permit the exchange, directly or indirectly, of any competitively sensitive price, cost or charge information, or engage in joint pricing of any kind.

- J. **COSTS:** Except as otherwise specifically provided herein, each party shall bear its own costs and expenses incurred in connection with the performance of its obligations hereunder.
- K. **TAXES:** Each party shall be responsible for payment of any and all federal, state, local or other taxes which may arise or be imposed as the result of its performance under this Agreement or as the result of the receipt of any compensation or other funds under this Agreement or in connection with the transactions contemplated hereby, if any. This Section shall survive termination of this Agreement.
- L. **INVALID PROVISIONS:** In the event that any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provisions were not part of this Agreement.
- M. **NON-WAIVER:** No waiver of any term or condition of this Agreement by either party shall be deemed to be a continuing or further waiver of the same term of condition or a waiver of any other term or condition of this Agreement.
- N. **THIRD PARTY BENEFICIARY:** The parties do not intend to confer any rights, privileges or benefits upon any other individual(s) or entity (is) not signatories to this Agreement, arising out of this Agreement. The parties agree that nothing in this Agreement shall be constructed or interpreted to confer any such rights, privileges or benefits upon any individual or entity not a signatory to this Agreement.
- O. **GENDER:** Throughout this Agreement, wherever the context requires or permits the neuter gender shall be deemed to include the masculine and the feminine, and the singular number, the plural and vice versa.
- P. **JURISDICTION:** This Agreement has been entered into the state of North Carolina and all questions with respect to the construction of this Agreement and the rights and the liability of the parties shall be governed by the law of the State of North Carolina shall govern liabilities of the parties.
- Q. **COUNTERPARTS AND FACSIMILES:** This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which constitute one and the same. An executed Agreement transmitted by facsimile to the other party may be relied upon as an original, and if there is any inconsistency between such facsimile and executed Agreement subsequently received by "hard copy" the forms continued in the facsimile shall prevail.
- R. **HEADING:** The heading and number of sections and paragraphs contained in this Agreement are for reference purpose only and shall not affect in any way the meaning or interpretation of this Agreement.

**IN WITNESS WHEREOF**, the parties here to have set their hands and seals, the day and first above written.

ATTEST

County: Bertie

Title: Chairman, Board of Commissioners

Signature: \_\_\_\_\_

Date: 5/11/16

PROVIDER

DEPARTMENT

Interim Health Care-Morris Group, Inc.

Bertie County Council on Aging

By: Margaret Wells

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

Title: CEO / COO

Title: \_\_\_\_\_

Date: 5/11/16

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



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** May 23, 2016

**AGENDA ITEM:** D-1

**DEPARTMENT:** Governing Body

**SUBJECT:** Discuss NC Wildlife Commission's Memorandum of Agreement – long term contract with County vendor's for trash receptacles and portable toilets at the Weeping Mary Road Boat Access area

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** FYI; first reading

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** FYI; first reading

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** No

**ITEM HISTORY:** ---

## MEMORANDUM OF AGREEMENT

### AGREEMENT TO DESIGN, PERMIT, RENOVATE, OPERATE AND MAINTAIN A PUBLIC BOATING ACCESS FACILITY

This agreement is made and entered into this the \_\_\_ day of May, 2016, by and between the **NORTH CAROLINA WILDLIFE RESOURCES COMMISSION**, hereinafter referred to as the **COMMISSION**, and the **BERTIE COUNTY**, hereinafter referred to as the **COUNTY**.

#### I. PURPOSE OF THE AGREEMENT

It is mutually agreed that the COMMISSION and the COUNTY will cooperate to provide free public boating access at the boat landing located on parcel owned by the COMMISSION at 838 Weeping Mary Road in Bertie County, NC.

#### II. RESPONSIBILITIES

##### A. The COMMISSION agrees to:

1. Provide design development for construction of the public boat landing, fishing pier and associated parking area.
2. Obtain all regulatory permits required for construction and improvements.
3. Construct all future repairs and improvements to the boat landing, fishing pier, parking area and docks.
4. Fund one-half of the cost of on-site porta johns.

##### B. The COUNTY agrees to:

1. Install trash receptacles at site in locations approved by the COMMISSION. COUNTY agrees to empty trash receptacles as needed.
2. Maintain the grounds surrounding the site keeping the grass mowed at regular intervals year round and litter removed regularly.



3. Install porta johns at site in location approved by the COMMISSION. COUNTY will send COMMISSION invoice for one-half of cost of porta john service.

C. The COUNTY and the COMMISSION agree to:

1. Manage the access area as a COMMISSION facility with no closure of the site except for repair purposes, emergency situations, limited special uses or best management practices. The facility will be posted with COMMISSION boating access area regulations using kiosks and signage.
2. COUNTY signage will be placed at the site to represent the partnership with the COMMISSION.

### III. TERMINATION

It is mutually agreed that either party may terminate its involvement in this agreement by written notice to the other at least 120 days in advance of the date on which termination is to become effective. If the agreement is terminated before the end of the agreement as described below, the TOWN will reimburse the Commission for the cost of infrastructure improvements on a pro-rated cost share.

### IV. TERM OF AGREEMENT

This agreement shall become effective upon full execution and shall continue in effect for a period equal to 25 years.

IN TESTIMONY WHEREOF, this Cooperative Agreement has been executed by the parties hereto, in duplicate originals, as of the date first above written.

Bertie County

---

Name, Title

ATTEST

---

Name, Title

NORTH CAROLINA WILDLIFE RESOURCES  
COMMISSION

---

Mark Hamlett, Section Chief  
Engineering

ATTEST

---

Brian McRae, Section Chief  
Lands and Water Access



# Bertie County

## Board of Commissioners

### ITEM ABSTRACT

**MEETING DATE:** May 23, 2016

**AGENDA ITEM:** D-2

**DEPARTMENT:** Communications

**SUBJECT:** Discuss updates regarding Regional back-up PSAP grant application and approval for the interlocal agreement which is subject to successful grant funding to construct the regional back up PSAP

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Discussion requested.

#### SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):

911 Centers are also referred to as PSAPs or “Public Safety Answering Points”.

In 2014, the NC Legislature passed House Bill 797 that stated, “A PSAP must have a plan and means to serve as a back-up PSAP and must maintain the plan and means for 911 call taking in the event 911 calls cannot be received and processed in the primary PSAP.” It gave PSAPs until July 1, 2016 to submit a back-up plan to the 911 Board, receive approval, and implement the plan.

House Bill 512 passed in 2015. It states that jurisdictions may receive an extension to July 1, 2017 to implement a backup plan if by July 1, 2016 they have submitted a backup plan to the 911 Board and are preparing to put it into effect.

The State’s goal is to have a mechanism for continuity of service in the event the main 911 Communications Center becomes inoperable, due to weather, phone outage, or some other reason.

Martin and Bertie Counties will be applying for 100% grant funding for the project. A grant application for this proposal will be submitted in June. As part of the grant application, Martin

and Bertie Counties must provide a document that outlines how the two counties will operate the facility jointly. The attached document has been drafted to outline the operation of the facility.

Since the proposed facility would be the main 911 center for Martin County, Martin County will be fully responsible for the operational cost of the Martin County Regional PSAP. Bertie County would reimburse Martin County for 50% of the average daily operational costs (to include utility and facility maintenance costs) for each day (or portion thereof) that Bertie County uses the Martin County Regional PSAP.

Each jurisdiction will be responsible for purchasing and maintaining its own records/data management module and related CAD interface.

**The Board of Commissioners is asked to approve the attached inter-local agreement which is contingent upon grant funding.**

**ATTACHMENTS:**

1. Executed resolution supporting the application for grant funding in partnership with Martin County – December 2015
2. Request for Backup Plan approval in the event of funding application approval
3. Proposed Interlocal Agreement with Martin County
4. Regional Back-Up Feasibility Assessment for Martin County

**LEGAL REVIEW PENDING:** Yes

**ITEM HISTORY:**

January 21, 2016 – Item revisited; Resolution approved for agreement with Bertie and Martin Counties after Beaufort County declined participation

January 4, 2016 – Item was represented to the Board; tabled as more discussion was needed

November 16, 2015 - Item was first presented to the Board for a Regional PSAP Back-Up grant application with Bertie, Martin, and Beaufort as the applicant Counties – resolution was approved unanimously



**RESOLUTION SUPPORTING THE APPLICATION FOR A GRANT  
FROM NORTH CAROLINA 911 BOARD**

WHEREAS, Bertie County and Martin County currently operate Public Safety Answering Points or PSAP's providing service and answering 911 calls in their respective jurisdictions; and

WHEREAS, the current PSAP's providing service and answering 911 calls for Bertie County and Martin County are handled through a system financed, in part, from 911 surcharge funds provided by the North Carolina 911 Board under G.S. 62A-46(c); and

WHEREAS, the North Carolina 911 Board will soon commence its PSAP Grant Program; and

WHEREAS, Martin County plans to apply for funding through the PSAP Grant Program for the relocation of its primary PSAP; and

WHEREAS, through NC General Statutes 62A-46(e)(4a), the State of North Carolina requires a PSAP to have a plan and means for 911 call-taking in the event 911 calls cannot be received and processed in the primary PSAP; and

WHEREAS, through the PSAP Grant Program application referenced above, Bertie County and Martin plan to jointly apply for grant funding to provide back-up PSAP service for the PSAP's and citizens of both counties on a regional basis; and

WHEREAS, Bertie County Board of Commissioners and the Martin County Board of Commissioners support the regional effort to cooperatively provide for the back-up PSAP needs of Bertie and Martin Counties in a cost effective way; and

WHEREAS, by this Resolution, the Bertie County Board of Commissioners and the Martin County Board of Commissioners intend to authorize and to support an application for grant funding under the PSAP Grant Program adopted by the North Carolina 911 Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Bertie County and Martin County, each being a government body located in North Carolina, that individually and jointly each of the governmental bodies expresses its support for the relocation of the Martin County PSAP; and

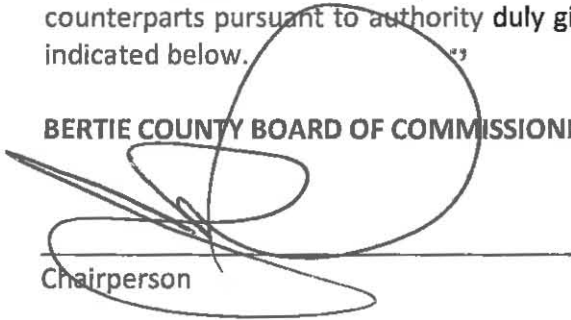
FURTHERMORE, BE IT RESOLVED by the Board of Commissioners of Bertie County and Martin County, each being a government body located in North Carolina, that individually and jointly each of the governmental bodies:

1. Expresses its support for the provision of regional back-up PSAP facilities for the PSAP's and citizens of both counties on a regional basis through utilizing the existing Martin County Primary PSAP and relocated Martin County Primary PSAP proposed; and
2. Agrees to facilitate and finance, or partially finance, the operation and maintenance costs for the provision of back-up PSAP facilities for the PSAP's and citizens of both counties on a regional basis through the existing Martin County PSAP and relocated Martin County PSAP proposed; and

3. Authorizes and supports the application for a grant under the PSAP Grant Program from the North Carolina 911 Board when the applications for funding become available; and
4. Agrees that in order to facilitate the application and granting process, the application shall be submitted and any grant funds received shall be administered with Martin County acting as the lead agency for such purposes.

This Resolution is adopted by each of the governmental bodies set out below, but executed in counterparts pursuant to authority duly given by official action of the governing body on the date indicated below.

**BERTIE COUNTY BOARD OF COMMISSIONERS**


  
 \_\_\_\_\_  
 Chairperson

1-21-16  
 \_\_\_\_\_  
 Date

Attest:

  
 \_\_\_\_\_  
 County Clerk

**MARTIN COUNTY BOARD OF COMMISSIONERS**

  
 \_\_\_\_\_  
 Chairperson



12/16/15  
 \_\_\_\_\_  
 Date

Attest:

  
 \_\_\_\_\_  
 County Clerk

**THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

PSAP Backup Plan

## Request for Backup Plan Approval

PSAP Name: BERTIE COUNTY SHERIFF'S OFFICE COMMUNICATIONS

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

JW STALLS, COMMUNICATIONS SUPERVISOR

252-794-5330

JW.STALLS@BERTIE.NC.GOV

### Location

Where is the Primary PSAP located (street address)?

222 COUNTY FARM RD

WINDSOR, NC 27983

Where is the Backup PSAP located (street address)?

104 DUNDEE ST

WINDSOR, NC 27983

What other departments are located in the Backup PSAP facility?

UNDETERMINED AT THIS TIME

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

1.31 MILES



PSAP Backup Plan

Please attach a geographical (such as a google) map showing the primary location and backup



**Positions/Workstations**

How many telecommunicator positions are in the Primary PSAP?

THREE (3)

How many telecommunicator positions are normally manned in the Primary PSAP?

TWO (2)

Can you staff for more positions to handle peak workloads in the Primary PSAP? YES

How many additional positions are used during peak workloads in the Primary PSAP?

ONE (1)

## PSAP Backup Plan

How many telecommunicator positions are in the Backup PSAP?

TWO (2)

How many telecommunicator positions will be manned in the Backup PSAP?

TWO (2)

Can you staff for more positions to handle peak workloads in the Backup PSAP? NO

## Equipment

Please describe the make and model of the telephone switch in the Primary PSAP.

VESTA 911 TELEPHONE SYSTEM

Please describe the make and model of the telephone switch in the Backup PSAP.

VESTA COMMAND POST 911 TELEPHONE SYSTEM

Please describe the make and model of the CAD in the Primary PSAP.

SOUTHERN SOFTWARE CAD/GIS/MAPPING

Please describe the make and model of the CAD in the Backup PSAP.

SOUTHERN SOFTWARE CAD/RMS/MAPPING

Please describe the make and model of the recorder in the Primary PSAP.

NICE NRX-INFORM

Please describe the make and model of the recorder in the Backup PSAP.

NICECALL FOCUS III

## Radio Equipment

What equipment in the Backup PSAP will be used to dispatch 911 calls?

ZETRON 4217B CONSOLES

How will the radio equipment in the Backup PSAP connect to the radio network?

CENTURYLINK COPPER PAIR PHONES LINES THAT RUN TO TOWER SITE

## Network

How many 911 trunks are currently in the Primary PSAP and who is the carrier?:

THREE (3), CENTURYLINK

## PSAP Backup Plan

How many admin lines are currently in the Primary PSAP and who is the carrier?  
EIGHT (8), CENTURYLINK

How many 911 trunks will be in Backup PSAP and who is the carrier?  
TWO (2), CENTURYLINK  
How many admin lines will be in the Backup PSAP and who is the carrier?  
SEVEN (7), CENTURYLINK

What is the process to re-route 911 trunks from the Primary PSAP to the Backup PSAP?  
CONTACT CENTURYLINK AND REQUEST EMERGENCY REROUTE TO BACKUP CENTER.  
How long will it take to re-route 911 trunks from the Primary PSAP to the Backup PSAP?  
VARIED, HOWEVER USUALLY LESS THAN 10 MINUTES

What is the process to re-route admin trunks from the Primary PSAP to the Backup PSAP?  
CONTACT CENTURYLINK AND REQUEST REROUTE.  
How long will it take to re-route admin trunks from the Primary PSAP to the Backup PSAP?  
VARIED, HOWEVER USUALLY LESS THAN 10 MINUTES

How will the Primary PSAP be network connected to the Backup PSAP?  
UNDERGROUND FIBER

Who is the carrier? COUNTY OWNED

What is the bandwidth? 10/10 Gbps

How will this network connection between the Primary PSAP to the Backup PSAP be used? For instance will it be used to keep the CAD data current at both locations? Will it be used to carry 911 calls from the B side of the switch at the backup location to the A side at the Primary location? Will other applications be running on this network connection?

### PSAP Backup Plan

WE WILL HAVE DUPLICATE SERVERS. THE DUPLICATE SERVER WILL BE HOUSED AT THE BACKUP CENTER. IT WILL KEEP DATA CURRENT. THERE ARE NO OTHER APPLICATIONS RUNNING ON THIS NETWORK CONNECTION.

### Interim PSAP

Who will answer your 911 calls while you are relocating to the Backup PSAP?  
BERTIE COUNTY EMERGENCY SERVICES

How long will it take to relocate staff to the Backup PSAP and begin taking calls?  
APPROXIMATELY TEN (10) MINUTES

What is the process to re-route calls from the Primary PSAP to the Interim PSAP while relocating staff to the Backup PSAP? CONTACT CENTURY AT 24 HOUR EMERGENCY TELEPHONE NUMBER AND REQUEST EMERGENCY REROUTE.

What is the process to re-route calls from the Interim PSAP while relocating staff to the Backup PSAP? CONTACT CENTURYLINK AT 24 HOUR EMERGENCY TELEPHONE NUMBER AND REQUEST EMERGENCY REROUTE.

Please attach a signed Memorandums of Understanding (MOUs) and any other applicable agreements. Please insure that the signatories have the appropriate authority to commit their respective agencies. NONE, ALL COUNTY OWNED PROPERTY AND AGENCIES.

### Power

Describe the back-up power system at the Primary PSAP? EMERGENCY EXTERNAL GENERATOR AND UPS BATTERY BACKUP

What is the capacity of the generator and the UPS in the Primary PSAP? 80 KW LP GAS GENERATOR AND 1 HOUR ON UPS BATTERY

How much fuel is stockpiled for the generator at the Primary PSAP and how long will this provide uninterrupted operation? 500 GALLONS ONSITE, 2 DAYS



### PSAP Backup Plan

Describe the back-up power system at the Backup PSAP? EMERGENCY EXTERNAL GENERATOR AND UPS BATTERY BACKUP

What is the capacity of the generator and the UPS in the Backup PSAP? 60 KW LP GAS SHARED GENERATOR AND 1 HOUR ON UPS BATTERY

How much fuel is stockpiled for the generator at the Backup PSAP and how long will this provide uninterrupted operation? NONE, GAS COMPANY SERVICES MONTHLY AND KEEPS TANK FULL AND IS ON 24/7 STANDBY. WHEN FULL WILL LAST FOR 3 DAYS

How often will you test your Backup plan? ONCE A QUARTER

How long will you take calls at the Backup PSAP when you exercise your plan? 8 HOURS

### Backup Facility

Does your Backup facility provide for the needs of employees? YES

How will sufficient food, water, sleeping, and hygiene needs for the staff for the projected duration the emergency be provided? THE SHERIFF ALONG WITH COORDINATION WITH LOCAL EMERGENCY MANAGEMENT STAFF WILL WORK TO MAKE SURE EVERYTHING THAT IS NEEDED IN THE EVENT OF AN EMERGENCY IS OBTAINED. THE FACILITY WILL HAVE RESTROOMS, SHOWERS, COTS FOR SLEEPING, FOOD STORAGE AND PREPARATION AREAS

### Additional

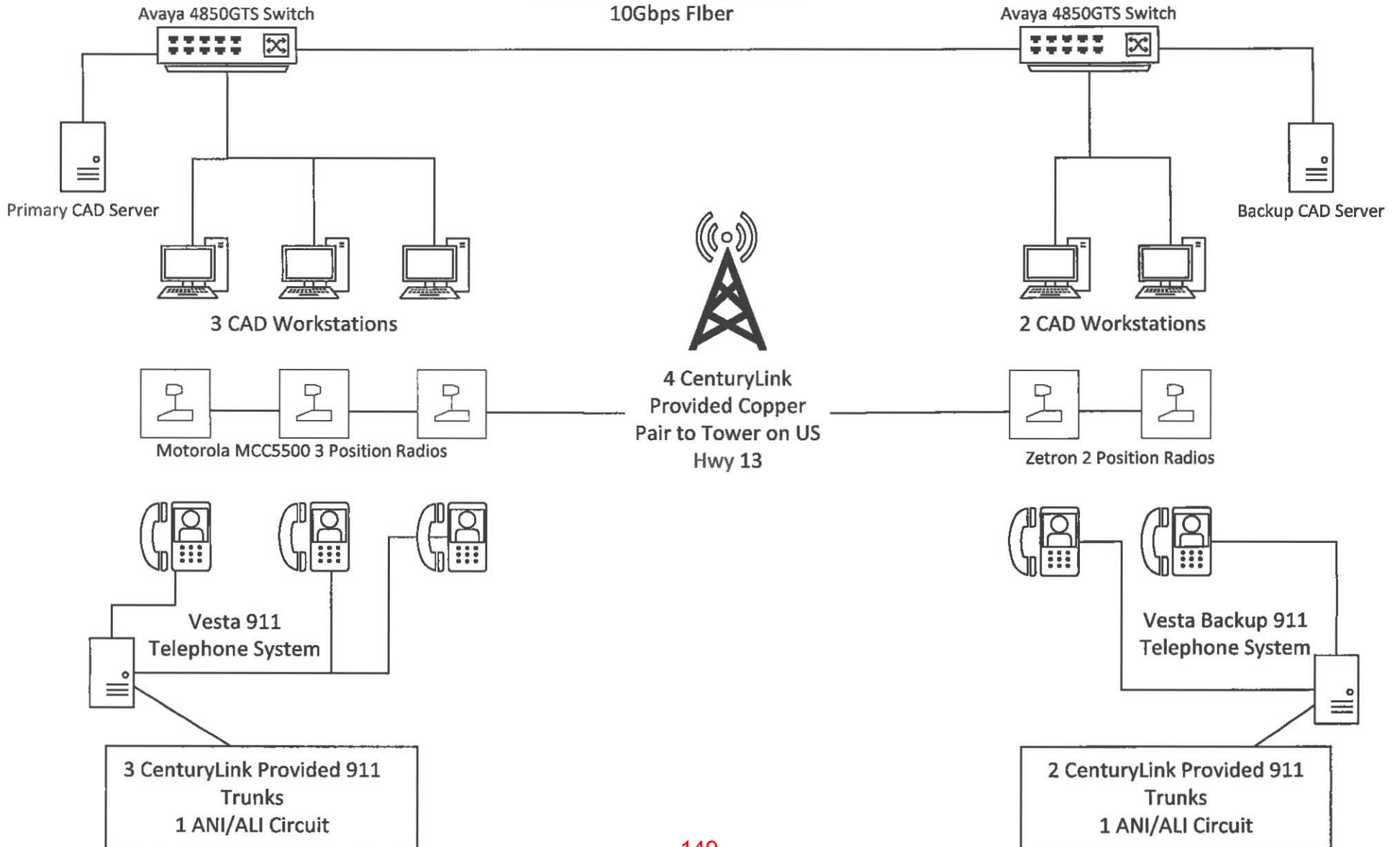
Bertie County Primary 911 PSAP  
222 County Farm Rd.  
Windsor, NC 27983

Bertie County Backup PSAP  
Proposed Topology

Date: May 2, 2016  
Author: Scott Pearce

Bertie County Backup 911 PSAP  
104 Dundee St.  
Windsor, NC 27983

County Owned Underground  
10Gbps Fiber





## PSAP Backup Plan

### **The Plan**

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

BERTIE COUNTY HAS AN EXISTING OFFICE SPACE (WHICH USED TO BE OUR OLD FACILITY). IN THE EVENT OF AN EMERGENCY, BERTIE COUNTY COMMUNICATIONS WILL ROUTE ALL CALLS FOR SERVICE TO WINDSOR POLICE DEPARTMENT. DISPATCHERS ON DUTY WILL THEN EVACUATE THE PRIMARY CENTER AT 222 COUNTY FARM RD WINDSOR NC AND MOVE TO THE BACKUP CENTER AT 104 DUNDEE ST WINDSOR NC. ONCE THE BACKUP CENTER IS UP AND RUNNING THE DISPATCHERS WILL CONTACT THE TELEPHONE VENDOR AND REQUEST 911 AND ADMISISTRATIVE LINES BE TRANSFERRED TO THE BACKUP CENTER. THE BACKUP CENTER WILL BE ACTIVE UNTIL THE SITUATION AT THE PRIMARY SITE HAS BEEN ADDRESSED AND CORRECTED.

How often will you test your Backup plan? ONCE A QUARTER, WE WILL CONDUCT A TRAINING DRILL AND WILL ACTIVATE OUR BACK UP PLAN.

How long will you take calls at the Backup PSAP when you exercise your plan? 8 HOURS



**THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

**INTER-LOCAL AGREEMENT  
MARTIN COUNTY REGIONAL  
PUBLIC SAFETY ANSWERING POINT (PSAP)**

**This Agreement**, effective as of **May 23, 2016**, made and first entered into by and among the undersigned governmental jurisdictions to include the County of Martin and the County of Bertie.

**WHEREAS**, in December 2015, the Martin County Board of Commissioners approved a resolution authorizing a joint application for a back-up 911 Center with Bertie County; and

**WHEREAS**, in January 2016, the Bertie County Board of Commissioners approved a similar resolution; and

**WHEREAS**, This proposal would include:

- The relocation of the Martin County Public Safety Answering Point (PSAP) facility;
- The new facility would be a back-up facility for Bertie County; and
- The current Martin County Public Safety Answering Point (PSAP) facility would be maintained as a back-up facility for the new Martin County 911 Public Safety Answering Point (PSAP) facility.

**WHEREAS**, Martin and Bertie Counties jointly funding a feasibility study to support this application; and

**WHEREAS**, Mission Critical Partners was the chosen consultant to conduct the feasibility study; and

**WHEREAS**, the feasibility study was completed in April 2016 and the study found that a regional backup Public Safety Answering Point (PSAP) facility would benefit the citizens of both Bertie and Martin Counties; and

**WHEREAS**, the undersigned governmental jurisdictions wish to agree to the establishment and maintenance of a regional Public Safety Answering Point (PSAP), to be hereafter known as "Martin County Regional PSAP"; and

**WHEREAS**, the establishment of such PSAP will provide improved police, fire and emergency medical service communications within the boundaries of Martin County and provide state-of-the-art back-up police, fire and emergency medical service communications for Bertie County, together with such other jurisdictions as may hereafter contract with the

undersigned for back-up communications facilities; and

**WHEREAS**, the establishment and maintenance of such PSAP will be of substantial benefit to the citizens of the undersigned governmental jurisdictions and the public in general;

**NOW THEREFORE**, as an exercise of the police power and authority granted by the Constitution and laws of the State of North Carolina, and in consideration of the mutual terms, covenants and conditions set forth herein, it is hereby agreed and covenanted among the undersigned as follows:

**1.0 PURPOSE:**

This Intergovernmental Agreement to establish the Martin County Regional PSAP contains the following organizational objectives:

- 1.1 To promote the health, safety and general welfare of the citizens throughout Martin and Bertie Counties. To that end, the parties wish to continually improve procedural efficiency and technical capabilities of emergency call-taking, emergency call processing, and all emergency response communications.
- 1.2 To design and build a facility with a “last building standing” mindset.
- 1.3 To include redundant and diverse systems to maximize fault-tolerance and resiliency.
- 1.4 To help prepare the organizations for Next Generation 9-1-1 technologies.
- 1.5 To provide a new, state-of-the-art facility for Martin County.
- 1.6 To provide a state-of-the-art facility as a back-up facility for Bertie County.

**2.0 DEFINITIONS:**

As used in this Agreement the following words and phrases shall have the meanings indicated unless the context clearly requires otherwise:

- 2.1 "PSAP" (Public Safety Answering Point) shall mean the facility housing the equipment and personnel that provide 9-1-1 call answering, processing and dispatching services.
- 2.2 "9-1-1 Services" shall mean those services and equipment to answer 9-1-1 calls on a 24-hours-per-day basis.
- 2.3 “Other Services” shall mean services related to emergency service or jurisdictional

communications provision, such as administrative call-taking.

- 2.4 "E9-1-1" (Enhanced 9-1-1) shall mean the emergency communications system which connects the public to emergency response.
- 2.5 "Participants" shall mean the parties to this Agreement and such other entities as become parties in the future.
- 2.6 "Martin County Regional PSAP " shall mean collectively the parties to this Agreement in their capacity as providers and/or receivers of 9-1-1 services; or, as the context may require, the system of providing such services; or the facility housing the countywide 9-1-1 operations.

### **3.0 MARTIN COUNTY COMMUNICATIONS:**

The parties agree that Martin County, through operational funding as established in Section 9, will maintain a Communications Department, which will operate the Martin County Regional PSAP. Martin County will provide the backbone structure to provide important and necessary services such as facilities maintenance, budget/finance, legal, risk management and procurement. The Martin County Telecommunications Manager and all employees of the Martin County Regional PSAP will be Martin County employees, subject to all Martin County personnel policies and procedures.

### **4.0 PROGRAMMING AND CONSTRUCTION OF FACILITY:**

Martin County and Bertie County will pursue a grant from the NC 911 Board for the construction and equipment of the facility. Martin County will be the primary applicant. Other uses of the land and the building to be used for the Martin County Regional PSAP may also be considered. Construction or renovation of the Regional PSAP and other related capital costs not covered by 9-1-1 grant / fees will be based upon appropriations made at the discretion of the Martin County Board of Commissioners.

The Martin County Regional PSAP will include at least the following: (1) dispatch area, (2) Director and supervisor administrative offices, technology specialist offices, clerical office space, (3) radio/recording/CAD/9-1-1 technology equipment rooms, (4) storage for inventory, supplies and records, (5) locker room, (6) bathroom/shower facilities, (7) kitchen, (8) lunch/break room, (9) training area, and (10) multi-purpose classroom/conference room.

Martin County agrees that the existing Communications Centers or other suitable facilities will be available as a backup center in the event that the Martin County Regional PSAP employees must evacuate the primary Martin County Regional PSAP. This will not preclude Martin County



from utilizing this space for other purposes, with the understanding that the space must be secured, maintained, accessible and activated as needed under the primary purpose and use as the Martin County Regional PSAP's alternate/back-up/overflow site. This site may also be used for dispatch training purposes.

## **5.0 FUNDING:**

**5.1 Capital:** Capital costs will include start-up costs associated with building & equipping Martin County Regional PSAP, to include such things as land acquisition, programming, designing and constructing the facility, computer Aided Dispatch (CAD) for multi-jurisdictional use, dispatch Center furnishings & equipment not funded through 9-1-1 surcharge, in-building circuitry, grounding, HVAC (heating ventilation and air conditioning), electrical, cable pathways, cabling for radio, CAD, 9-1-1 equipment (CPE), local area network (LAN) and future networks, systems networking & connection needs (911 & other phone lines, radio, CAD, NCIC) to Martin County Regional PSAP, with built-in redundancy.

Martin County and Bertie County will pursue a grant from the NC 911 Board for the construction and equipment of the facility. Martin County will be the primary applicant.

Martin County will provide additional funding for Capital costs as authorized by Martin County Board of Commissioners.

**5.2 Operational:** Martin County will be fully responsible for the operational cost of the Martin County Regional PSAP. An average operational daily cost (to include utility and facility maintenance costs) will be determined annually by Martin County. This will be determined by September 1<sup>st</sup> of each year for the prior July 1<sup>st</sup> – June 30<sup>th</sup> fiscal year. In the event that Bertie County utilizes the Martin County Regional PSAP for back-up services, training or any other use, Bertie County will reimburse Martin County for 50% of the average daily operational costs (to include utility and facility maintenance costs) for each day (or portion thereof) that Bertie County uses the Martin County Regional PSAP. For the first year of operation, \$50 will be used as the "average operational daily cost".

## **6.0 EQUIPMENT:**

Equipment and furnishings for the PSAP shall be purchased in Martin County's name and be the property of Martin County. The purchase and maintenance of all equipment necessary to receive calls, radio transmissions, and data at the locations (or vehicles) of participating jurisdictions will be the responsibility of the jurisdictions. The parties may engage in cooperative purchasing activities, including but not limited to use of North Carolina State

Contracts.

Martin County and the participating jurisdictions will cooperate together and with local, state and federal agencies in order to maximize interoperability and economies of scale, grant-funding, and other means to reduce costs for equipment and operations. The Martin County and Bertie County Telecommunications Managers will develop uniform standards for a multi-jurisdictional Computer Aided Dispatch (CAD) system with expandable ports for multiple interfaces such as Records Management System (RMS), Fire Reporting, EMS Reporting and message switching for MDTs or other data-sharing interfaces. Each jurisdiction will be responsible for purchasing and maintaining its own records/data management module and related CAD interface. Access to internal CAD information via the internet may also be an option, and will be funded by each participating jurisdiction. All participating jurisdictions, including those jurisdictions electing not to purchase separate modules and interfaces, will have access to their jurisdiction's call counts and calls for service CAD data upon request to the Center.

**7.0 DURATION OF AGREEMENT - WITHDRAWAL:**

The initial duration of this Agreement shall be for a period of five (5) years from the date hereof, and thereafter shall be automatically extended for consecutive two (2) year periods unless terminated by the parties. In the event that any party desires to withdraw from this Agreement, said party must give 12 months' advance written notice to the other parties, and the withdrawal shall take effect only as of the beginning of the succeeding fiscal year of the County, unless otherwise agreed between the parties. (By way of example and not in limitation, if notice is delivered later than the end of business June 30 of a given year, the Agreement shall continue until the end of the following fiscal year. Notice delivered June 30, 2017, equals withdrawal June 30, 2018. Notice given July 1, 2017, or later, equals withdrawal June 30, 2019.)

**8.0 ADMISSION OF NEW JURISDICTIONS:**

Additional jurisdictions may become participants by written addendum to this Agreement, with the approval of the majority of participating governing bodies, with terms and conditions as agreed upon.

**9.0 MEDIATION:**

Any controversy between the members with regard to the application or interpretation of this may be submitted for mediation. Upon failure of mediation, each party reserves all rights and remedies otherwise available under North Carolina law.

**10.0 RESPONSIBILITY FOR LOSS:**

Each participating jurisdiction agrees to be responsible and assume the risk of liability for its own wrongful and/or negligent acts or omissions, or those of its officers, agents, or employees to the extent that liability exists.

**11.0 SEVERABILITY:**

Should any part of the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or against public policy, said offending section shall be void and of no effect, and shall not render any other section herein, nor this Agreement as a whole, invalid. Those rights and obligations under this Agreement, which by their nature should survive, shall remain in effect after termination, suspension or expiration hereof.

**12.0 EXECUTION:**

This Agreement, or amendments hereto, shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance of each participating jurisdiction. This Agreement, or any amendment thereto, shall be deemed adopted upon the date of execution by the last so authorized representative.

**13.0 SIGNATURES:**

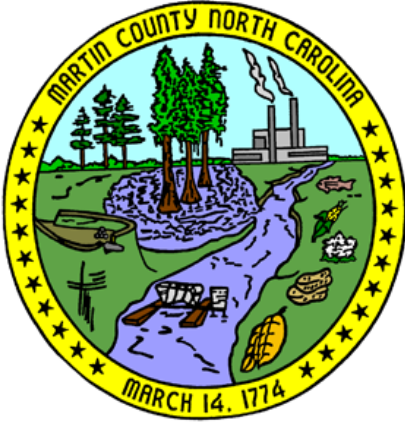
Each party to this Agreement shall sign a signature page to constitute valid execution.

**14.0 ENTIRE AGREEMENT:**

This document encompasses the entire Agreement of the members. No understanding or amendment, addendum, or addition to this Agreement shall be effective unless made in writing and signed by all members.

**THIS PAGE WAS INTENTIONALLY LEFT BLANK.**





## Regional Backup Feasibility Assessment for Martin County

**DRAFT REPORT**

**SUBMITTED APRIL 2016 TO:  
MARTIN COUNTY, NORTH CAROLINA**

## TABLE OF CONTENTS

<b>1. BACKGROUND</b> .....	<b>1</b>
1.1. ENHANCED 9-1-1 .....	1
1.2. NEXT GENERATION 9-1-1 .....	2
<b>2. LEGISLATED BACKUP PSAP PROVISIONS</b> .....	<b>2</b>
<b>3. FACILITY NEEDS ASSESSMENT</b> .....	<b>3</b>
<b>4. OPERATIONS ASSESSMENT</b> .....	<b>8</b>
4.1. MARTIN COUNTY .....	8
4.2. BERTIE COUNTY .....	10
4.3. OPERATIONAL CONSIDERATIONS .....	12
<b>5. TECHNOLOGY ASSESSMENT</b> .....	<b>12</b>
5.1. TECHNOLOGY CONFIGURATION .....	13
5.1.1. <i>Dedicated Workstations and Technology</i> .....	13
5.1.2. <i>Interoperable Shared Workstations and Technology</i> .....	14
5.1.3. <i>Workstation Requirements</i> .....	15
5.2. 9-1-1 CUSTOMER PREMISE EQUIPMENT AND ADMINISTRATIVE PHONE LINES.....	15
5.2.1. <i>Martin County</i> .....	15
5.2.2. <i>Bertie County</i> .....	16
5.2.3. <i>CPE and Telephone Considerations</i> .....	16
5.3. COMPUTER AIDED DISPATCH SYSTEMS .....	17
5.3.1. <i>Martin County</i> .....	17
5.3.2. <i>Bertie County</i> .....	18
5.3.3. <i>CAD System Considerations</i> .....	18
5.4. RADIO SYSTEMS.....	19
5.4.1. <i>Martin County</i> .....	19
5.4.2. <i>Bertie County</i> .....	19
5.4.3. <i>Radio Considerations</i> .....	19
5.5. LOGGING RECORDER.....	22
5.5.1. <i>Martin County</i> .....	22
5.5.2. <i>Bertie County</i> .....	22
5.5.3. <i>Logging Recorder Considerations</i> .....	22
5.6. POWER EQUIPMENT.....	23
5.7. BUDGETARY ESTIMATES .....	23
<b>6. PATH FORWARD</b> .....	<b>24</b>
6.1. FACILITY .....	24
6.2. GOVERNANCE AND COST SHARING.....	25
<b>7. CONCLUSION</b> .....	<b>28</b>
<b>APPENDIX A—SENATE BILL 797</b> .....	<b>30</b>
<b>APPENDIX B—PRELIMINARY PROGRAMMING STUDY</b> .....	<b>35</b>



<b>APPENDIX C—CODES AND STANDARDS .....</b>	<b>39</b>
<b>APPENDIX D—PROPERTY MAP .....</b>	<b>40</b>
<b>APPENDIX E—ELIGIBLE 9-1-1 FEE EXPENDITURES .....</b>	<b>42</b>

## **1. BACKGROUND**

### **1.1. ENHANCED 9-1-1**

In 1989, the Public Safety Telephone Act (North Carolina General Statute Chapter 62A) became law and recognized 9-1-1 as the toll-free number for the public to reach emergency services within the state. The Act defines a public safety answering point (PSAP) as “[t]he public safety agency that receives an incoming 911 call and dispatches appropriate public safety agencies to respond to the call.”<sup>1</sup> The Act further defines a Primary PSAP as “[t]he first point of reception of a 911 call by a public safety answering point.”

The Martin County 9-1-1 Center (9-1-1) is the primary PSAP for Martin County, receiving 9-1-1 calls for nine towns, including Williamston (county seat), and the unincorporated areas of the county. Martin County 9-1-1 operates from the Martin County Government Complex located at 305 East Main Street in Williamston.

The Bertie County 9-1-1 Center (9-1-1) is the primary PSAP for Bertie County, receiving 9-1-1 calls for eight towns, including Windsor (county seat), and the unincorporated areas of the county. Bertie County 9-1-1 operates from the Bertie County Sheriff’s Office located at 104 Dundee Street in Windsor. The Sheriff’s Office, and subsequently the 9-1-1 Center, will be re-locating in the near future to a renovated facility on County Farm Road near the jail.

All counties in North Carolina provide enhanced 9-1-1 (E9-1-1) and wireless Phase I and Phase II services. Martin County 9-1-1 and Bertie County 9-1-1 receive automatic number identification (ANI) and automatic location identification (ALI) information for all wireline calls placed to 9-1-1. Wireline 9-1-1 calls originate from a subscriber’s telephone through the serving telephone central office. The central office routes a call through a selective router and completes the call to the appropriate primary PSAP based on the calling party’s phone number and associated street address, which is linked to an emergency service number (ESN). Dedicated 9-1-1 centralized automatic message accounting (CAMA) trunks provide connectivity between the tandem switch (selective router) and the respective 9-1-1 center. Voice communications with a 9-1-1 caller is provided by the 9-1-1 center. The phone number originating the 9-1-1 call and the caller’s location are displayed at the 9-1-1 centers. The caller’s originating phone number is used to retrieve the caller’s location information from the ALI databases.

For 9-1-1 wireless calls, PSAPs that are Federal Communications Commission (FCC) Phase I-compliant receive the caller’s wireless number and the address of the tower transmitting the call. PSAPs that are FCC Phase II-compliant receive the caller’s wireless number and location, based on global positioning system (GPS) information transmitted to the PSAP from the wireless service provider (WSP). Both Martin and Bertie counties are wireless Phase II-compliant.

<sup>1</sup> [http://www.ncleg.net/EnactedLegislation/Statutes/HTML/ByChapter/Chapter\\_62a.html](http://www.ncleg.net/EnactedLegislation/Statutes/HTML/ByChapter/Chapter_62a.html)



Delivery of wireless 9-1-1 calls is accomplished utilizing network facilities provided by CenturyLink and the different WSPs. The routing of a wireless 9-1-1 call is more complicated than that of a wireline 9-1-1 call, as the subscriber is mobile and the technology in place today to route a wireless 9-1-1 call is still somewhat limited.

A wireless 9-1-1 call originates from a subscriber's device and is transmitted via a radio signal over the wireless carrier's network to a base station/antenna located at one of the respective carrier's tower sites. The base station sends the 9-1-1 call to the WSP's mobile switching center (MSC) for proper call processing. The MSC uses a service-control-point database to assign an emergency service routing key (ESRK) number based on the tower site from which the call originated. A primary PSAP designation is assigned to each ESRK in the database. From the MSC, the 9-1-1 call is connected to CenturyLink's tandem/selective routers within the telephone network. The call is then routed from the tandem switch/selective router and passed to the respective 9-1-1 center via the same dedicated CAMA trunks used for wireline calls.

## **1.2. NEXT GENERATION 9-1-1**

While many think Next Generation 9-1-1 (NG9-1-1) is still three to five years away, in reality, NG9-1-1 is here now and in various stages of implementation across the country.

The National Emergency Number Association (NENA) defines NG9-1-1 as a system comprised of Emergency Services Internet Protocol (IP) networks (ESInets), IP-based software services, and applications, databases, and data management processes that are interconnected to PSAP premise equipment. The system provides location-based routing to the appropriate emergency entity. The system uses additionally available data elements and business policies to augment PSAP routing. The system delivers geodetic and/or civic location information and the call back number.

The NG9-1-1 system supports the transfer of calls to other NG9-1-1-capable PSAPs or other authorized entities based on and including accumulated data. NG9-1-1 provides standardized interfaces for call and message services, processes all types of emergency calls including non-voice (multimedia) messages, and acquires and integrates additional data useful to call routing and handling for appropriate emergency entities. NG9-1-1 supports all E9-1-1 features and functions and meets current and emerging needs for emergency communications from a caller to public safety entities.

## **2. LEGISLATED BACKUP PSAP PROVISIONS**

The 2013 session of the General Assembly of North Carolina introduced amendments to General Statute 62A, Public Safety Telephone Service and Wireless Telephone Service, to include provisions for a backup PSAP (Senate Bill 797<sup>2</sup>).

<sup>2</sup> Appendix A contains a copy of Senate Bill 797.

§ 62A-40, Definitions, adds 'Back-up PSAP.' Text is as follows: "*Back-up PSAP. – The capability to operate as part of the 911 System and all other features of its associated primary PSAP. The term includes a back-up PSAP that receives 911 calls only when they are transferred from the primary PSAP or on an alternate routing basis when calls cannot be completed to the primary PSAP.*"

§ 62A-42(a)(1), Powers and duties of the 911 Board, was rewritten to include "*ensure individual PSAP plans incorporate a back-up PSAP...*" § 62A-42(a)(4) states, "To establish policies and procedures to fund advisory services and training for PSAPs, to set operating standards for PSAPs, *and back-up PSAPs* and to provide funds..."

§ 62A-46(a), Fund distribution to PSAPs, was amended to include the following: "*The Board may reduce, suspend, or terminate distributions under this subsection if a PSAP does not comply with the requirements of this Article.*"

§ 62A-46(e)(4a) was added and states, "*A PSAP must have a plan and means for 911 call-taking in the event 911 calls cannot be received and processed in the primary PSAP. The plan must identify the alternative capability of taking the redirected 911 calls. This subdivision does not require a PSAP to construct an alternative facility to serve as a back-up PSAP.*"

The General Assembly ratified the bill on July 3, 2014; the bill was approved on July 9, 2014. Changes to the Act are effective when the Act becomes law and apply to 9-1-1 fund distributions made on or after July 1, 2016.

In essence, all primary PSAPs are mandated to have a functioning backup PSAP that can perform the same tasks and duties as the primary. The North Carolina 911 Board has stated in its operating standards that the backup PSAP, when staffed, shall be capable of performing the emergency functions performed at the primary. The backup PSAP shall be separated geographically from the primary PSAP at a distance that ensures the survivability of the alternate center.

To this end, Martin and Bertie counties have entered into discussions for Martin County to serve as Bertie County's backup and to provide space for Bertie County 9-1-1 to operate should the need arise.

### **3. FACILITY NEEDS ASSESSMENT**

The Martin County Government Complex, located at 305 East Main Street, Williamston, houses numerous governmental offices, including the County Manager, Board of Elections, Finance, Register of Deeds, Social Services, Tax Assessor and Collector, Water Department, the Sheriff, and Martin County 9-1-1. The governmental complex also houses the County Courthouse, the Magistrate, and the Clerk of Superior Court. While these offices are not uncommon for a governmental facility, it creates a large amount of foot traffic.

While Martin County 9-1-1 is in a secured area (electronic door locks) on the first floor of the facility, the building itself, built in 1983, does not have modern security technology. The parking area is open to pedestrian and vehicle traffic. While this may not pose an immediate threat to persons entering or exiting the facility during normal business hours, it may pose risks to staff reporting and departing the facility for shift work as there is no direct access to the Martin County 9-1-1 Center. In addition, if staff were to go outside for a break or to access a smoking area, they could potentially be exposed to threats from individuals in the open area.

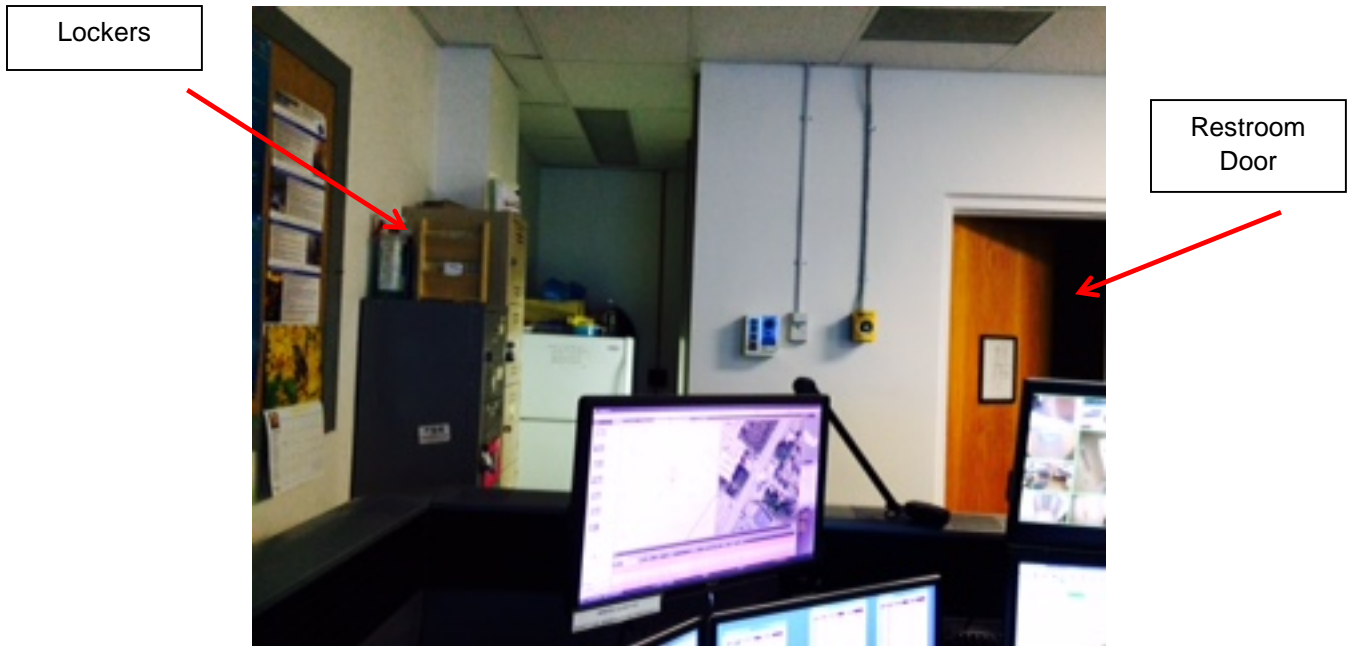
The current Martin County 9-1-1 Center has numerous challenges and risks.

- The physical space for 9-1-1 operations can only accommodate three workstations. (Figure 1) There is no room for expansion to accommodate future growth.



**Figure 1: Martin County 9-1-1**

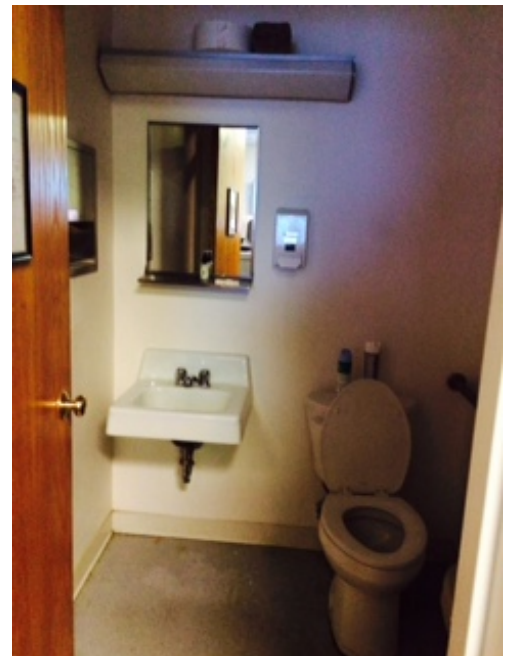
- There is a small kitchen area directly off the operations area. Just outside the kitchen are the lockers and a restroom. (Figures 2 and 3)
- There is one restroom located within a few feet of the workstations, affording little privacy. (Figure 4)



**Figure 2: View of Kitchen and Restroom**



**Figure 3: View of Lockers**



**Figure 4: Shared Restroom**

- The primary entry into the 9-1-1 area is from a building corridor through a secure doorway that opens directly into the director's office area. (Figure 5) The director's area has no privacy as it is open to the 9-1-1 workstation area. This configuration does not allow the director to counsel



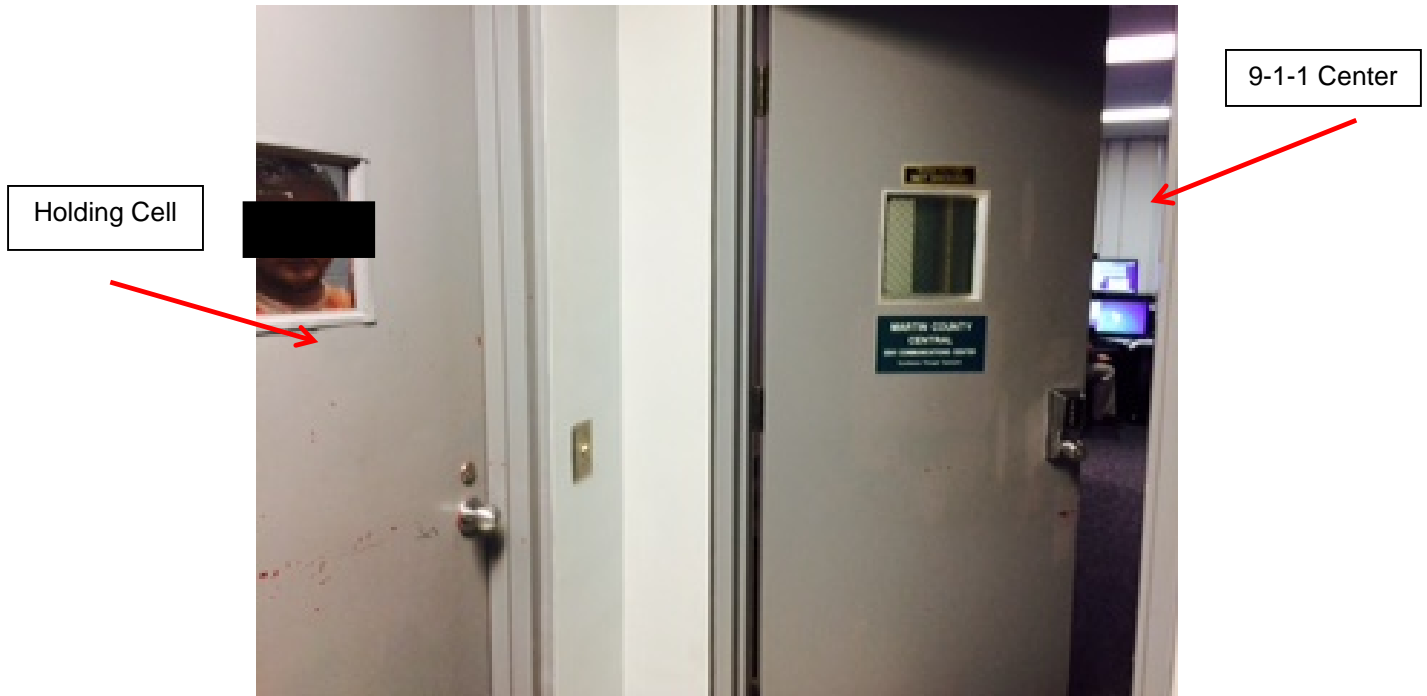
staff, when needed, privately, or to conduct any confidential necessities, such as Human Resource concerns.



**Figure 5: Director's Work Area**

- 9-1-1 operations is located directly under the second floor restroom. This creates a risk for water damage should there be issues above.
- There is little to no storage space.
- There is no training area for new employees or continuing education.
- There are no means to accommodate staff in the event of inclement weather or disaster operations, during which staff must often stay at the center. In the past, staff have set up cots in the director's work area and the 9-1-1 area.
- The server/data room is converted office space and was not designed with the needed functional elements to host computer equipment. The heating, ventilation, and air conditioning (HVAC) is inadequate to support the cooling needs for the equipment.
- Of greater concern than the physical space and its limitations is the proximity to the holding cells for the Sheriff's Office; multiple prisoners are often held at one time, particularly on court days. Both the 9-1-1 area and the director's work area are directly adjacent to the holding cells. The

areas are separated by a single door with a magnetic keypad lock. The door jamb frame is of standard metal frame construction. Security is an obvious concern. (Figure 6)



**Figure 6: Holding Cell Adjacent to 9-1-1 Center**

While the existing space functions for Martin County 9-1-1, it is far from ideal and does not afford the opportunity to temporarily house 9-1-1 personnel from neighboring counties for backup purposes.

Martin County 9-1-1 staff would benefit from an improved layout and ancillary spaces to improve operational efficiency. The current space is confining. Providing additional circulation space and providing a private office for the director can improve operational working conditions and provide a more productive atmosphere for all staff. A higher ceiling, direct/indirect lighting, and some natural lighting are also recommended. The current location does not provide a quiet room or other private space to allow staff to recover from a stressful situation. Providing both interior and exterior space for individuals to decompress and relax may benefit staff performance.

A new 9-1-1 Center should include workstation space for Martin County; Bertie County, should the counties agree to a backup concept; and an expansion area for regional backup capabilities. The expansion area would ultimately provide additional workstation space should another county, such as Washington, decide to pursue a backup agreement with Martin County. Until such time, this space could also house training workstations that could also serve as overflow positions during critical incidents where additional personnel are deployed.

In addition to the 9-1-1 operational area, thinking long-term, individual office space or work areas should be planned for the following, whether or not a position is actually authorized:

- 9-1-1 Center Director
- Training/Quality Assurance
- Geographic Information System (GIS)/Mapping
- Information Technology (IT)

Again thinking long-term, the following support spaces should be considered:

- Showers
- Conference/Training Room
- Quiet/Decompression Room
- Public Lobby/Transaction Window (limited use)
- Public Restroom

An initial programming study has been prepared to assist Martin County with space requirements, which is included as Appendix B. The programmed space also includes a locker area for personal belongings, expanded areas for IT support, and dedicated power and mechanical systems.

A new facility can be designed to support Martin County for the foreseeable future. A purpose-designed, purpose-built facility allows for expansion should additional counties elect to participate in a regional backup facility and provides an environment that can improve overall operations of Martin County 9-1-1.

## **4. OPERATIONS ASSESSMENT**

### **4.1. MARTIN COUNTY**

Martin County Communications (9-1-1) is a stand-alone department with an authorized strength of nine full-time employees, which includes a manager/director and eight telecommunicators. Martin County 9-1-1 serves an estimated population base of 23,357 within a 461 square mile area.

Martin County 9-1-1 operates four 12-hour shifts that are responsible for coverage 24 hours a day, 7 days a week, 365 days a year. The staff work two days on, two days off; three days on, two days off; two days on, three days off. Every other weekend is a 3-day weekend.

Martin County 9-1-1 operates in a vertical dispatch configuration; that is, there is no division of responsibilities between the call take and dispatch functions. The staff handles a call from beginning to end, and at the same time is responsible for dispatching first responders and monitoring radio traffic. Many centers similar in size to Martin County 9-1-1 operate in this configuration, as call and incident volumes do not necessitate the need for horizontal operations (separate call take and dispatch responsibilities). However, in a vertical configuration, the staff at times must determine which takes

precedence—handling a call presenting a life-threatening situation or dispatching responders to an officer needing assistance. While it is helpful to be able to rely on other staff members, one may not be available to assist.

Martin County 9-1-1 provides call taking and dispatching services for the following agencies:

- Martin County Sheriff’s Office
- Williamston Police
- Robersonville Police
- Williamston Fire Department
- Robersonville Fire Department
- Jamesville Fire Department
- Oak City EMS
- Robersonville EMS
- Martin County Animal Control
- Williamston Public Works
- Hamilton Fire Department
- Oak City Fire Department
- Bear Grass Fire Department
- Griffins Township Fire Department
- Jamesville EMS
- Hamilton EMS
- Robersonville Public Works
- Hamilton Public Works
- Oak City Public Works
- Jamesville Public Works

As with many agencies similar to Martin County 9-1-1, the majority of incoming calls are received on administrative lines; approximately 60 percent of the overall volume. Table 1 depicts the breakdown of calls for 2013–2015.

**Table 1: Martin County Call Volume**

	2013	2014	2015
9-1-1	15,344	20,392	19,852
10-digit	23,323*	32,112	29,184
<b>Total</b>	<b>38,667</b>	<b>52,504</b>	<b>49,036</b>
* Data is unavailable for this year. The number used is estimated based on the percentage of 9-1-1 calls to 10-digit calls.			

Table 2 depicts the incident volume for 2013–2015.

**Table 2: Martin County Incident Volume**

	2013	2014	2015
Law Enforcement	23,583	20,789	21,543
Fire	3,873	4,912	5,501
EMS	4,485	4,903	4,763
<b>Total</b>	<b>31,941</b>	<b>30,604</b>	<b>31,807</b>

Martin County 9-1-1 currently utilizes Emergency Medical Dispatch (EMD) protocols and will begin using Emergency Fire Dispatch (EFD) protocols in late June 2016. The International Academies of



Emergency Dispatch (IAED) defines a protocol as “a highly-defined procedure placed into a reference system...designed to lead the calltaker through a predictable, repeatable, and verifiable process for a specific situation.”<sup>3</sup> “Protocols have become an integral part of modern day, emergency dispatch operations. Protocols reduce variance, ensure a continuity of care, reduce liability, standardize response decisions, and provide a basis for performance measurement and quality improvement efforts.”<sup>4</sup>

Protocols involve a set of scripted questions designed to elicit as much information from the caller as possible.<sup>5</sup> At case entry, essential information is gathered in a standardized format, including the address of the incident, the caller’s phone number and name, and the problem. Once the problem or “Chief Complaint” has been identified, questioning continues to help assess scene safety, prioritize the response, select appropriate instructions for the caller, and provide pertinent information for responders. The questions are designed to be asked verbatim and in order. Where the answer is obvious, questions may be skipped. Post-dispatch instructions are designed to ensure responders’ and the caller’s safety. If necessary, pre-arrival instructions—potentially life-saving, scripted instructions—are provided.

Currently Martin County 9-1-1 has sufficient staff to handle its call and incident volume. However, to staff two positions 24 hours a day, 7 days a week and afford time off, staff must cover for one another, leave a position open, or have the manager cover. This can create an unnecessary burden on staff, and may diminish services provided to citizens and first responders if a position is unstaffed. In Mission Critical Partners’ experience, it takes slightly over four to five people to staff one position 24 hours day, more if leave time is excessive.

The introduction of an additional protocol in late June may have an effect on staffing. Protocol usage takes time as scripted questions must be asked, as well as post dispatch instructions and case exits. Pre-arrival instructions when necessary lengthen the time spent on calls. Mission Critical Partners recommends that once EFD is implemented, Martin County 9-1-1 evaluate the impact to staff and call and incident processing times. It may be necessary at that time to increase authorized staffing by one full-time position. This position could cover staff leaves and/or work a power shift to cover the busier times in the center.

## **4.2. BERTIE COUNTY**

Bertie County Communications (9-1-1) is a division of the Bertie County Sheriff’s Office with an authorized strength of nine full-time and two part-time employees, which includes a communications

<sup>3</sup> The National Academies of Emergency Dispatch® (2011) *Emergency Telecommunicator Course Manual*, Edition 3. Salt Lake City, Utah: Priority Press.

<sup>4</sup> <http://www.9-1-1magazine.com/Patterson-Protocols-0804>

<sup>5</sup> While there are numerous vendors for dispatch protocols, the terminology and information referenced is from Priority Dispatch; other vendors may have slightly differing terms and sequencing. This is just intended to provide an example.

supervisor. Bertie County 9-1-1 serves an estimated population base of 20,199 within a 741 square mile area.

Bertie County 9-1-1 operates four 12-hour shifts that are responsible for coverage 24 hours a day, 7 days a week, 365 days a year. The staff work two days on, two days off; three days on, two days off; two days on, three days off. Every other weekend is a 3-day weekend.

Like Martin County 9-1-1, Bertie County 9-1-1 operates in a vertical dispatch configuration. Bertie County 9-1-1 provides call taking and dispatching services for the following agencies:

- Bertie County Sheriff's Office
- Windsor Police
- Lewiston Police
- Aulander Police
- Bertie County EMS
- Bertie County Volunteer Fire (12 departments)
- Forestry
- Wildlife
- North Carolina Department of Transportation

The majority of incoming calls are received on administrative lines; greater than 77 percent of the overall volume. Table 3 depicts the breakdown of calls for 2013–2015.

**Table 3: Bertie County Call Volume**

	2013	2014	2015
9-1-1	13,143	13,328	14,791
10-digit	53,515	50,968	49,970
<b>Incoming Total</b>	<b>66,658</b>	<b>64,296</b>	<b>64,761</b>
Outbound	21,285	20,660	20,073
<b>Total</b>	<b>87,943</b>	<b>84,956</b>	<b>84,834</b>

Table 4 depicts the incident volume for 2013–2015.

**Table 4: Bertie County Incident Volume**

	2013	2014	2015
Law Enforcement	10,648	10,406	9,898
Fire	832	801	830
EMS	3,200	3,200	3,425
<b>Total</b>	<b>14,680</b>	<b>14,407</b>	<b>14,153</b>

Bertie County 9-1-1 does not currently use scripted protocols. Pre-arrival instructions have become a standard of care within the industry and a public expectation. The April 1, 2010, *Public Safety*

*Communications* (Volume 76, Issue 4), noted that “Many civil suits related to 9-1-1 in recent years have stemmed from the failure to provide pre-arrival instructions...it's apparent that lack of an EMD program or failure to adhere to an existing program can be a source of liability...”<sup>6</sup> The inability to receive assistance can also be distressing to a caller who is looking to the 9-1-1 center for a lifeline.

Protocol usage, particularly EMD, is a best practice. Mission Critical Partners encourages the implementation of EMD as soon as possible or a working arrangement with the EMS provider to provide pre-arrival instructions when the need arises.

Bertie County 9-1-1 has sufficient staff to handle its call and incident volume, particularly with part-time staff. If the County chooses to implement EMD, current staffing should be sufficient to handle the operational changes.

#### **4.3. OPERATIONAL CONSIDERATIONS**

Technology considerations aside, the primary operational consideration for Martin County 9-1-1 serving as a backup center for Bertie County is the support and handling of 9-1-1 calls.

As noted earlier, § 62A-46(e)(4a) states, “A PSAP must have a plan and means for 911 call-taking in the event 911 calls cannot be received and processed in the primary PSAP...” Martin and Bertie counties have begun the process of preparing a plan for submittal to the North Carolina 911 Board for approval.

Based on the respective 9-1-1 call volumes in the counties, it is quite likely that Martin County 9-1-1 staff can handle the increased call volume for a short while until Bertie County 9-1-1 staff arrive in Martin County. If there is an event in Bertie County that renders their 9-1-1 Center inoperative, there is a possibility that other citizens may be affected, resulting in an increased 9-1-1 call volume for which Martin County needs to be prepared.

Consideration must also be given to training Martin County 9-1-1 staff on the services Bertie County provides, the response agencies, and geographic locations, such as streets, prominent locations, and the like.

### **5. TECHNOLOGY ASSESSMENT**

As Martin and Bertie counties have entered into discussions for Martin County to provide space in a new facility for Bertie County 9-1-1 to operate should the need arise, technology, interoperability, and continuity of operations are of the utmost importance. The assumption is that Martin County will transition to a new facility with new technology, which was previously identified for a recent grant application, or their then-current technology.

<sup>6</sup> <http://psc.apointl.org/2010/04/01/mishandled-9-1-1-calls/>

Mission Critical Partners was tasked with evaluating the technology in use at both 9-1-1 centers and providing general recommendations on how to efficiently achieve the goal of providing a backup 9-1-1 center for Bertie County. Several factors were considered to ensure that a new Martin County 9-1-1 facility is able to also function as a backup facility:

- Implementation cost
- Practicality of equipment maintenance
- Staff impact(s)
- Training impact(s)
- Operational impact(s)

## 5.1. TECHNOLOGY CONFIGURATION

There are several ways for Martin County to provide a backup solution for Bertie County in a new facility. Two configurations are the most suitable: dedicated workstations and technology or interoperable shared workstations and technology. Mission Critical Partners thinks both configurations can meet the needs of both 9-1-1 centers; however, the end result may be a hybrid of the two.

### 5.1.1. *Dedicated Workstations and Technology*

In this scenario, Martin County would establish a location in the new facility that would provide dedicated workstation furniture, computer aided dispatch (CAD) system positions, radio consoles, and telephony equipment that would stay at the ready for Bertie County 9-1-1 staff. The equipment room would house dedicated rack and network space for Bertie County technology. Bertie County would provide completely separate 9-1-1 customer premise equipment (CPE), CAD servers, and radio console central electronics bank (CEB) equipment, or similar equipment, for their consoles.

There are advantages and disadvantages to this configuration.

#### Advantages

- Equipment would remain in a state of readiness in the event that Bertie County 9-1-1 must evacuate their center.
- Equipment deployed in Martin County would be identical to the equipment in use at the Bertie County 9-1-1 Center.
- Training required of Bertie County staff would be minimal.

#### Disadvantages

- The transition plan would be more complex as Martin County 9-1-1 staff would be required to staff Bertie County consoles prior to Bertie County 9-1-1 staff arriving.
- Dedicated space in the Martin County facility would increase the size of the facility.
- The cost of purchasing dedicated equipment could double the technology budget for the new facility, as all Bertie County 9-1-1 equipment would be duplicated and would be



independent of Martin County 9-1-1 equipment.

- Operating expenses of cooling the additional technology equipment could potentially increase.
- Maintaining the equipment as a hot standby (a perpetual state of readiness) would be burdensome as the equipment would only be used in the event of an actual activation or exercise.
- Maintenance of the equipment would place a significant burden on technology support staff.
- There will be additional costs to Bertie County that would not be shared with Martin County.

### **5.1.2. Interoperable Shared Workstations and Technology**

In an interoperable shared workstations and technology scenario, Martin County would ensure ample workstations in the new facility to support Bertie County 9-1-1. The workstations that Martin County 9-1-1 utilizes on a daily basis would be setup in a fashion so that Bertie County 9-1-1 staff would be able to utilize the equipment to maintain operations during an activation or exercise. Both counties will coordinate technology and technology purchases to the greatest extent possible. This coordination will lead to the highest level of interoperability possible.

There are advantages and disadvantages to this configuration.

#### Advantages

- Implementation cost is reduced, as opposed to the dedicated space option.
- Workstations would be available to Martin County staff for training or call overflow during heavy call volume periods, when not in use by Bertie County.
- Equipment maintenance would not be duplicated.
- Equipment could be utilized on a regular basis by Martin County 9-1-1 staff, ensuring it is in a state of readiness.

#### Disadvantages

- Increased coordination between Martin County and Bertie County staff would be necessary when acquiring new technology.
- User training would increase as the set up would not be an identical replica to Bertie County 9-1-1 workstations.
- Vendor coordination is required.

While both scenarios presented have distinct advantages and disadvantages, Mission Critical Partners thinks that shared workstations and technology will best meet the needs of Martin and Bertie counties, while lessening the financial burden. Hybrid solutions of the dedicated scenario may also be implemented.

### **5.1.3. Workstation Requirements**

Currently Martin County 9-1-1 operates three workstations, while Bertie County 9-1-1 operates two workstations. Initial programming has maintained this number of workstations (five) in a new facility for both 9-1-1 centers. Based on current staffing levels and call and incident volumes, five positions will provide sufficient space for Martin County to host Bertie County 9-1-1 staff in the event of an evacuation of Bertie County's center. Essentially, both centers would operate the number of positions they do currently. When not in use by Bertie County, Martin County will have access to all five workstations if a shared workstation/technology environment is selected.

While ideally a sixth position could provide additional overflow space, the additional expense of a sixth position is not warranted at this time. Consideration should be made during facility programming, however, for adequate floor space for an additional sixth position and for expansion should the regional backup concept begin to gain traction in the surrounding counties.

## **5.2. 9-1-1 CUSTOMER PREMISE EQUIPMENT AND ADMINISTRATIVE PHONE LINES**

### **5.2.1. Martin County**

Martin County 9-1-1 implemented Intrado<sup>7</sup> VIPER 9-1-1 CPE with Power911 workstation equipment in February 2015. CenturyLink Communications sold and is responsible for equipment maintenance and repair. The Intrado VIPER 9-1-1 CPE appears to be the latest version of equipment and software.

Martin County 9-1-1 has seven CAMA trunks that deliver both wireline and wireless 9-1-1 calls. 9-1-1 calls are delivered via the selective router located in Rocky Mount, North Carolina. Martin County 9-1-1 has three 10-digit administrative phone lines. CenturyLink Communications is the local exchange carrier (LEC) and telephone provider of the administrative phone lines.

Martin County 9-1-1 does not currently accept Text-to-9-1-1 calls.

With appropriate planning, the new Intrado VIPER 9-1-1 CPE can be relocated to the new center.

<sup>7</sup> Intrado Corporation recently changed their name to West Corporation. Throughout this report they will be referred to as Intrado.

### **5.2.2. Bertie County**

Bertie County 9-1-1 implemented the Airbus Sentinel Patriot CPE solution in 2011. Wireless Communication sold and is responsible for equipment maintenance. While the solution was implemented in 2011, due to rapidly changing technology, the expected life span of 9-1-1 CPE equipment is generally four to seven years.

Bertie County 9-1-1 has two CAMA trunks that deliver both wireline and wireless 9-1-1 calls. 9-1-1 calls are delivered via the selective router located in Rocky Mount. Bertie County 9-1-1 has five 10-digit administrative lines. CenturyLink Communications is the LEC and telephone provider of the administrative phone lines.

Bertie County 9-1-1 does not currently accept Text-to-9-1-1 calls.

The expected life span of the current Airbus CPE solution is nearing the end of its expected life. Bertie County 9-1-1 staff have indicated that they are in the process of procuring a new CPE for their move with the Sheriff's Office to a renovated facility.

### **5.2.3. CPE and Telephone Considerations**

Mission Critical Partners encourages Bertie County to coordinate with Martin County during their procurement of a new CPE solution. Ideally, Bertie County 9-1-1 should consider procuring the Intrado VIPER 9-1-1 CPE to replicate the equipment in use by Martin County 9-1-1. Bertie County 9-1-1 must completely evaluate the features and functionality of the Intrado solution to ensure it meets their business and operational needs. While having the same CPE equipment is not required for a successful backup center, it will lessen the integration effort and operator training.

#### Option 1

In Martin County, the two CAMA trunks for Bertie County will be replicated in the new Martin County 9-1-1 Center for failover. Separate profiles can be built on Martin's County Intrado VIPER Power911 workstations that will allow Bertie County 9-1-1 staff to log in to the workstation and only have access to their respective trunk lines.

During the relocation to Martin County, the Bertie County 9-1-1 trunks can be rolled over and answered by Martin County 9-1-1 staff on the Martin County 9-1-1 trunk lines. Once Bertie County 9-1-1 staff has arrived and are prepared to begin operations from Martin County, CenturyLink can roll the trunk lines to the dedicated Bertie County 9-1-1 trunks to allow for the division of duties and responsibilities between 9-1-1 staff. As both 9-1-1 centers utilize the same selective router, provided by CenturyLink, ANI and ALI will transfer without issue. Bertie County 9-1-1 should confirm with CenturyLink that their failover plan includes an automatic roll-over to Martin County 9-1-1.

## Option 2

As CenturyLink Communications provides 9-1-1 services to both Bertie County 9-1-1 and Martin County 9-1-1, an additional consideration is a hosted CPE solution, such as the CenturyLink One i3 solution. While Mission Critical Partners does not endorse any provider, the hosted solution may be a viable option. By utilizing a hosted solution, the answering positions in Martin County 9-1-1 could be the exact replica of the Bertie County 9-1-1 positions. A hosted solution could significantly reduce the complications of backup planning and implementation. This solution may also simplify the backup planning once Text-to-9-1-1 or other NG9-1-1 functions are implemented.

With proper planning, administrative lines from Bertie County can be addressed in Martin County by either dedicated phone lines or simply sharing the existing administrative phone lines with Martin County. While sharing the existing administrative phone lines with Martin County will not allow for the complete division of duties once Bertie County 9-1-1 staff arrives, the expense of dedicated phone lines will be reduced on a monthly basis. Mission Critical Partners encourages Martin County to perform a trunk utilization study before finalizing a decision to share existing administrative phone lines. If the trunk utilization proves the three administrative lines in Martin County cannot adequately support the five administrative lines in Bertie County, additional administrative lines would need to be installed and configured in the Martin County administrative phone line switch. The proposed ShoreTel phone system appears adequate to handle the additional lines.

With Martin County's recent investment in the Intrado VIPER 9-1-1 CPE solution, the most cost effective option will be Option 1, to implement failover trunks for Bertie County. Budgetary estimates are provided for expected upgrade cost to add the additional trunk cards to the CPE. However, since Bertie County 9-1-1 is considering a CPE replacement, Mission Critical Partners encourages Martin and Bertie counties to work together to determine if a hosted solution is a better option that will meet both agencies' needs.

## **5.3. COMPUTER AIDED DISPATCH SYSTEMS**

### **5.3.1. *Martin County***

At the time of this study, Martin County 9-1-1 was preparing to "go-live" with a Southern Software CAD system, replacing their TriTech CAD system. The new software will feature the full-suite of records management integration, EMD and EFD integration, automatic vehicle location (AVL) mapping, and mobile data.

The CAD system software and database will reside on a configuration of dual physical hardware servers.



### **5.3.2. Bertie County**

Bertie County utilizes Southern Software for both CAD and records management. The software was recently upgraded in 2015 to the latest release of the Southern Software platform. CAD and records management are fully integrated. However, neither EMD/EFD nor National Crime Information Center (NCIC)/State database interfaces are utilized.

The software resides on a single physical server.

### **5.3.3. CAD System Considerations**

When a new Martin County 9-1-1 Center is under construction, both 9-1-1 centers will be utilizing Southern Software as their CAD system software provider. As such, the complexity of sharing data will be reduced, but proper planning must occur. Southern Software will need to be engaged early in the planning process to ensure success.

Mission Critical Partners thinks Martin County 9-1-1 and Bertie County 9-1-1 should consider implementing CAD-to-CAD replication between their two CAD system environments. A network connection, utilizing a virtual private network (VPN) connection over the public Internet, will be established between the Martin County 9-1-1 CAD server and the Bertie County 9-1-1 CAD server. This connection will be a private virtual tunnel to exchange data for the CAD-to-CAD connection and data replication. Replication software, such as Zerto or Neverfail, will be deployed for replication of the servers and databases. This will ensure that the data stays current between the two servers.

Separate profiles will be established for Bertie County 9-1-1 staff on the Martin County 9-1-1 Southern Software server and CAD workstations. This will ensure that Bertie County 9-1-1 only has access to Bertie County data and/or vice versa. Appropriate security privileges will prevent Martin County 9-1-1 staff from accessing Bertie County data without appropriate administrative privileges.

GIS data should be merged into a single data set for CAD system mapping. By sharing GIS data from a single source, emergency response zones for both Martin and Bertie counties would be available to both agencies. This will allow 9-1-1 location data to plot appropriately for Martin County 9-1-1 staff during the transition period while waiting for Bertie County 9-1-1 staff to arrive, but also provides improved efficiency to handle misrouted 9-1-1 calls on a daily basis.

Other options may be available for Bertie County 9-1-1 to access their CAD system in the backup center; however, Mission Critical Partners thinks this option is the most suitable and cost effective.

## **5.4. RADIO SYSTEMS**

### **5.4.1. *Martin County***

Martin County 9-1-1 utilizes a combination of very high frequency (VHF) and the North Carolina Voice Interoperability Plan for Emergency Responders (VIPER) trunked radio systems to communicate with emergency response personnel. The combination of the two systems equals a total of eight channels/talk groups.

Each dispatch position in the current facility is equipped with a Motorola MCC 5500 radio console. In the current configuration, console equipment is connected to the radio transmitter and antennas located on the roof of the Martin County Courthouse. Emergency notifications are made via a two-tone VHF paging system that is also located on the roof of the courthouse. Pager activation occurs from the console position.

Preliminary plans for the new Martin County 9-1-1 Center include a 200-foot tower that will replace the transmitters and antenna system at the courthouse.

### **5.4.2. *Bertie County***

Bertie County 9-1-1 utilizes a VHF radio system and a single low-band channel to communicate with emergency response personnel. Bertie County 9-1-1's primary dispatch system utilizes radio repeaters; the signal is received on one frequency and transmitted on another frequency at a higher power to improve coverage. The repeaters/transmitters and antennas are located at the radio tower at 911 US 13 North. Emergency notifications are made via a two-tone VHF paging system with a transmitter and antenna located at the same tower site.

Each dispatch position is equipped with a Zetron 4217b radio console. The five radio resources/channels appear on each console. The console equipment is connected to the radio transmitters and antennas at the tower by a dedicated leased line connection provided by CenturyLink Communications.

### **5.4.3. *Radio Considerations***

The Motorola MCC 5500 consoles planned for the new facility will be provisioned to support Bertie County operations. Bertie County will only require five radio resources and paging in the new console system. The MCC 5500 is adequate to handle Bertie County requirements.

There are many options to consider for connectivity to the Bertie County radio system from a new Martin County 9-1-1 Center. Mission Critical Partners evaluated several of these options. Each option proposed is conceptual in nature and will require field study to ensure complete functionality.

### Option 1

Radio consolettes for each of Bertie County's radio systems will be installed and will tie into the proposed MCC 5500 consoles. This will require antennas to be placed on the proposed tower at the new Martin County 9-1-1 Center. The new tower would be approximately 17.1 miles from the Bertie County tower that utilizes repeaters for transmission to the field units. This scenario requires adequate coverage on the receive frequencies of the Bertie County system at the new Martin County tower. This option would be the least expensive to implement. A complete radio propagation study should be completed to ensure adequate coverage between the two towers.

### Option 2

Bertie County's primary connection to the transmitters located at the Bertie County tower is via a telephone company-provided dedicated telephone connection. This connection can be replicated at the new Martin County 9-1-1 Center with a telephone leased-line connection. This connectivity will operate in a similar manner as the primary connection from Bertie County 9-1-1. This option would have the highest recurring cost as dedicated leased circuits would be required from the new Martin County 9-1-1 Center to the Bertie County tower. Generally telephone companies charge per mile monthly for these types of circuits. Quotes should be obtained from CenturyLink to project circuit costs.

### Option 3

A microwave radio network establishes connectivity between the new Martin County tower and the existing Bertie County tower.

Mission Critical Partners conducted a preliminary microwave path analysis between the two locations. The results of the analysis indicate that a 6 gigahertz (GHz) microwave network could provide the needed connectivity to the Bertie County radio and paging systems. The analysis assumes a microwave dish can be placed at approximately 180 feet on the Bertie County tower and at 140 feet on the new Martin County tower. While the cost of a microwave network will be a more expensive capital cost, the reduction in leased lines will quickly offset the capital expense. In addition to the microwave equipment costs, a structural analysis will be required of the Bertie County tower, and remediation of any deficiencies found. The proposed Martin County tower is not currently designed for a microwave network; therefore, additional engineering will need to be accomplished for a final quote.

If properly designed the microwave network could be used for other applications in the future.

Figure 7 on the following page depicts the preliminary microwave path analysis.

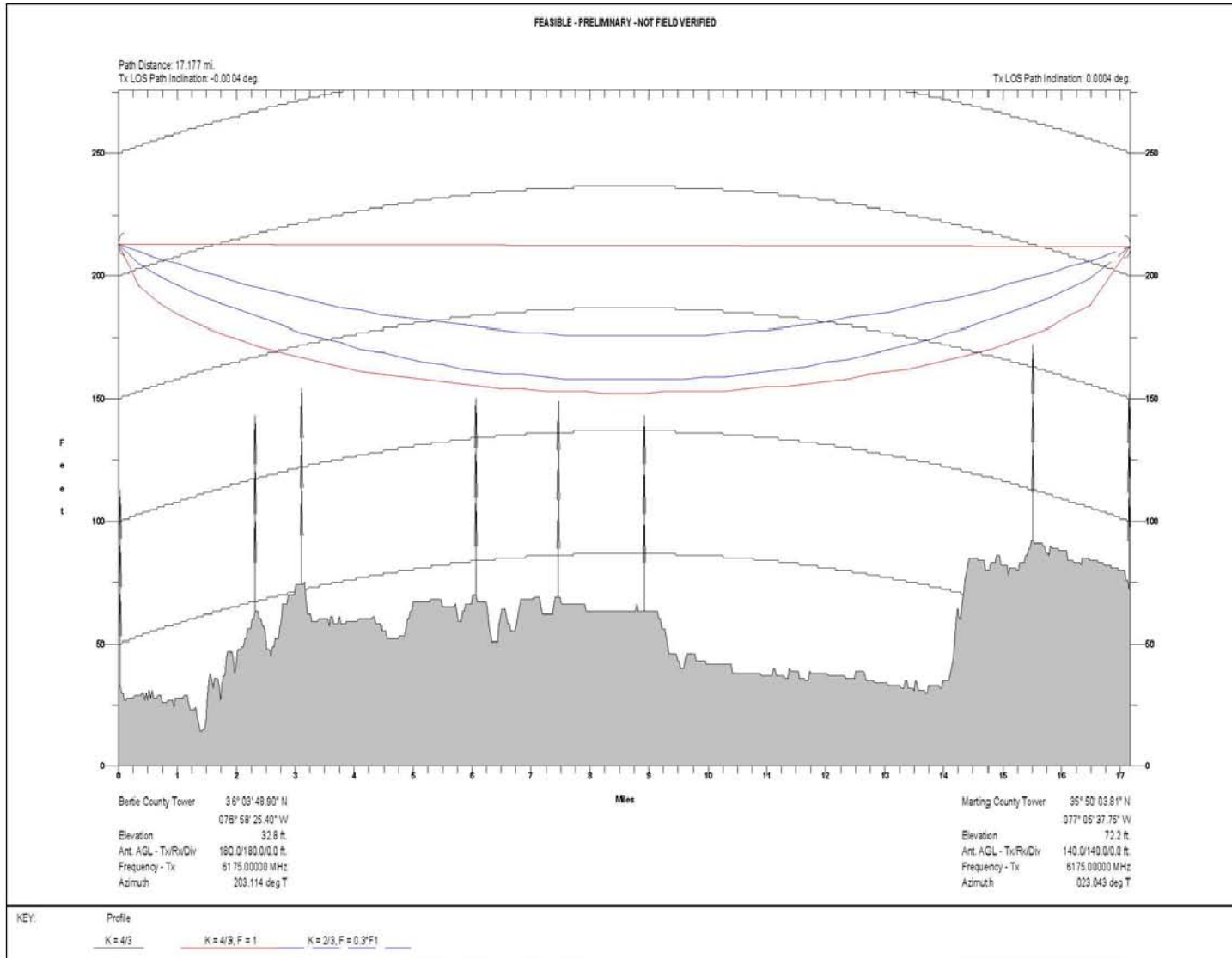


Figure 7: Preliminary Path Analysis



For each option, the MCC 5500 consoles will be programmed to support Bertie County operations. Once programmed into the consoles, Bertie County radio channels will be programmed so that they will be audio-muted until needed by Bertie County 9-1-1 staff or Martin County 9-1-1 staff during a relocation period.

As the MCC 5500 will look and operate differently than the Bertie County Zetron 4217b consoles, proper training of staff will be required on the MCC 5500.

With appropriate verification, each option will support Bertie County operating from a new Martin County 9-1-1 Center. Option 3 with a microwave network will provide the most reliable and fault-tolerant solution, but will also be the most expensive. Budgetary estimates are provided for Option 3. The other options will be less expensive, if Martin County determines they are suitable.

## **5.5. LOGGING RECORDER**

### **5.5.1. *Martin County***

Martin County 9-1-1 uses an 8-channel NICE recording solution sold and maintained by Edge 1. The NICE system records both phone and radio communications, and has a quality assurance package.

### **5.5.2. *Bertie County***

Bertie County 9-1-1 uses a 16-channel NICE recording solution sold and maintained by Edge 1. The NICE system records both phone and radio communications.

### **5.5.3. *Logging Recorder Considerations***

The current recording solution in place in Martin County will not have adequate recording capabilities to support the recording needs of Bertie County 9-1-1 for backup purposes. Bertie County 9-1-1 will require recording of two CAMA trunk lines, five administrative lines, and, at minimum, three primary dispatch channels in the backup center. Mission Critical Partners considered two options for logging recorder support.

#### Option 1

The new Martin County 9-1-1 Center will have a new recording system that is planned to support 11 analog channels. The recorder as proposed will support up to 24 channels. The new recorder will support recording of 10 channels for Bertie County, with the appropriate upgrades. This will be the least expensive option, but may limit expansion capabilities in the future for Martin County.

### Option 2

A separate recording system would be purchased, dedicated to recording 10 channels for Bertie County. While this is a more expensive option, the recorder could provide for backup recording capabilities for Martin County on a routine basis.

Budgetary estimates are provided for Option 2. Option 1 will be less expensive if Martin County determines that upgrading the proposed recorder is a more suitable option.

## **5.6. POWER EQUIPMENT**

The new Martin County 9-1-1 Center will likely be equipped with at 40 kilo volt-ampere (kVA) uninterruptible power supply (UPS) and a 140 kilowatt (kW) diesel generator with a 500-gallon tank to support the operations of Martin County. This UPS and generator will be adequate to provide emergency power to sustain the backup operations of Bertie County.

## **5.7. BUDGETARY ESTIMATES**

Budgetary estimates provided below are based on Mission Critical Partners' experience and estimation in the public safety marketplace nationally. Specific quotes should be obtained from vendors before finalization of the budget. *This budget is only for additional expenses required for the backup of Bertie County 9-1-1.* These estimates should be considered in addition to any costs associated with construction and technology for the new Martin County 9-1-1 Center. Estimates are for capital costs and do not include recurring costs.

**Table 5: Technology Budgetary Estimates**

<b>Item</b>	<b>Cost Estimate</b>	<b>Description</b>
CPE Upgrade	\$35,000	Estimate for additional trunk cards and installation for the Intrado VIPER CPE. CenturyLink will need to provide pricing for CAMA trunk lines.
CAD System Replications	\$50,000	Software for replication of CAD system data from one server to another, as well as CAD-to-CAD interface.
VPN/Firewall	\$14,000	For data replication for CAD servers. This cost is for hardware, and does not include the cost of Internet connectivity. Assumption is made that both Martin and Bertie counties have sufficient Internet bandwidth to support replication.
Radio Network	\$225,000	Console upgrades and microwave network to support dispatch of Bertie County responders from Martin County.
Tower Improvement	\$100,000	Tower analysis and potential structural enhancements for the Bertie County tower and additional requirements for the new Martin County tower to support microwave.
Logging Recorder	\$25,000	Additional logging recorder for Bertie County requirements.

## 6. PATH FORWARD

### 6.1. FACILITY

A new facility should be designed and built with a “last building standing” mindset. This means that the construction of each system can withstand any anticipated natural or man-made event, including disruption of utilities and services. A new 9-1-1 facility design should also include redundant and diverse systems to maximize fault-tolerance and resiliency. Mission Critical Partners recommends early investigation into the availability of a secondary power feed from an alternate power grid.

NG9-1-1 technology enables the sharing of resources, data, systems, and information across municipal, county, regional, and state boundaries. The integrity of an NG9-1-1 system requires agencies to consistently follow best practices and comply with applicable standards. Mission Critical Partners recommends alignment with NENA standards and best practices, particularly those related to i3 architecture, which provides the technological foundation for NG9-1-1 services.

The ability to share communications infrastructure is one of the first steps to deploying NG9-1-1 technology. Key strategic elements for implementing NG9-1-1 include the following:

- ESInet development and implementation
- Standards-based approach
- IP-capable PSAPs
- Geographic-based routing and database integration
- NG9-1-1-capable applications
- Convergence of networks and systems to implement system-of-systems
- Best practices approach

The average life cycle of emergency communications equipment and software is three to five years. Given this, it is important to remember that the design and construction period of this project may extend past the expected life of the existing equipment. New versions of, or upgraded equipment should be investigated as the project progresses in order to provide state-of-the-art technology that a mission-critical facility requires. The correct amount of time for this investigation would be calculated by working backwards from the anticipated move in date, minus the training time, minus the installation and testing time, minus the procurement processing time.

As the design effort moves forward, all support systems and spaces need to be planned to provide the highest level of redundancy and diversity. The mission-critical systems in 9-1-1 centers need to be fully functional 24 hours a day, 7 days a week, with little downtime. Any unscheduled downtime can negatively affect performance.

The ability for telecommunicators and supervisors and/or management to have a good vantage point of wall-mounted informational monitors is critical. In addition to correct viewing angles, heights, and

distances, the ability to control and change the images as needs arise will make those images more valuable. Images and information should also be available in administrative offices, situation rooms, training rooms, etc.

Workstation console layout should allow telecommunicators uncluttered and easy access to all 9-1-1 systems, while allowing support staff access to the equipment and cabling needed to keep them functioning at their peak performance.

A building layout must be developed through a schematic design phase. Final design will be impacted by the site, building orientation on the site, and information collected during additional programming and schematic design efforts. Focusing first on the space for 9-1-1 operations and the nature of the work they perform, the layout of the building flows from those requirements and then looks at the areas necessary to support the 9-1-1 function. The 9-1-1 center should be located in the center or to the rear of the facility, providing separation from the front entrance and face of the building. The 9-1-1 center and the critical support systems are housed in a hardened area of the facility, providing both physical security and survivability when their services are most needed.

Appendix C contains a list of applicable codes and standards to which the design of the facility should conform.

Martin County has identified a site on Prison Camp Road in Williamston as a potential location for the new center. An extensive study should be conducted, to include a comprehensive threat assessment and engineering and geotechnical surveys, to determine if the location is suitable for a new mission-critical facility.

Appendix D contains a copy of the property map.

## **6.2. GOVERNANCE AND COST SHARING**

*Governance bodies bring together multiple disciplines and jurisdictions to address common goals and objectives to improve emergency communications. As such, an MOU/MOA helps stakeholders establish the partnerships and authority needed to achieve an effective governance structure for public safety operable and interoperable communications. An MOU/MOA is important because it defines the responsibilities of each party in an agreement, provides the scope and authority of the agreement, clarifies terms, and outlines compliance issues.<sup>8</sup>*

The success of a regional backup initiative will be in part dependent on a well-thought out and well-written Intergovernmental Agreement (IGA) or Memorandum of Understanding or Agreement (MOU/MOA).

<sup>8</sup> [http://www.dhs.gov/sites/default/files/publications/2015%20Governance%20Guide\\_Master\\_508c%20Final.pdf](http://www.dhs.gov/sites/default/files/publications/2015%20Governance%20Guide_Master_508c%20Final.pdf), page 19 of 51.

When drafting an IGA (or MOU/MOA), consideration should be given to the following:

- Cost sharing, contribution percentages, and a method for updating it or changing it as needed
  - Budget approval for technology replacement
  - Establishment of reserve accounts to pay for critical systems replacements
  - Facility maintenance
- Responsibilities for accounts payable and receivable for shared costs
- Process for complaint resolution and input
- Procurement processes and administrative responsibilities
- Ownership of technology purchased jointly
- Span of authority and control for any technology and upgrades/changes
- Approval process for any shared services
- Agreed-upon service levels to be provided, including any shared call taker resources during backup activation
- Length of the agreement
- Withdrawal process and time requirements
- Any monetary penalties for withdrawal

Cost sharing between Martin County and Bertie County can be complex because much of the equipment that will be required for Bertie County’s backup center is already required for Martin County 9-1-1. Utilizing the shared workstations and technology approach in the new Martin County 9-1-1 Center will significantly reduce the cost of providing a backup center for Bertie County. The equipment that will be utilized for the backup center will be accessible to Martin County operations on a daily basis, thereby eliminating the cost of purchasing duplicate equipment.

Based upon the technical assessment provided in this report, costs can be divided into capital and recurring.

**Table 6: Capital and Recurring Costs**

Capital Cost	Recurring Cost
CPE upgrades	Recurring CAMA trunk expenses
CAD Replication software and CAD-to-CAD software	Annual maintenance
Firewalls for VPN connectivity	Internet connectivity and maintenance costs
Radio system upgrades (whether microwave, over-the-air, or telephone connectivity)	Annual maintenance for equipment or telephone expenses for dedicated lease lines
Logging Recorder	Annual maintenance

If dedicated workstations and technology are the preferred backup method, in addition to the technology costs, consideration will need to be given to sharing of facility maintenance costs, such as



electricity, water, HVAC maintenance, fire protection, custodial, etc., which could be based on a square footage percentage allocated to Bertie County.

It is critically important that Martin and Bertie counties memorialize the cost sharing model in an IGA in advance of implementation or construction of the new facility. Clear understanding of the expenses associated with providing a backup PSAP will minimize the confusion that can often impact the success of such an arrangement. While North Carolina counties are fortunate to have access to funding from the North Carolina 911 Board for establishing a backup PSAP, all associated expenses may not be eligible for reimbursement.

To the greatest extent possible, Martin and Bertie counties should seek funding from the 911 Board for any reimbursable capital or recurring expenses. While Mission Critical Partners cannot speak for the 911 Board, it is our understanding that any expense related to the backup facility is reimbursable using the same process as for a primary facility. Appendix E provides a list of reimbursable expenses allowed by the North Carolina 911 Board; this list should be verified for accuracy to ensure there have been no changes since this report was prepared.

As part of the funding model of the IGA, Mission Critical Partners recommends the following:

- For procurement of capital items or recurring costs that are grant or reimbursement eligible, Martin County would pay for those items located at the Martin County 9-1-1 Center and Bertie County would pay for those items at the Bertie County 9-1-1 Center. For example, CAD replication will require software, Internet access, and networking hardware at both centers. Martin County would be responsible for all software and equipment located in Martin County and Bertie County would be responsible for software and equipment in Bertie County. Each county then seeks appropriate reimbursement from the 911 Board.
- Procurement of capital items or recurring costs that are not grant or reimbursement eligible, but are required for the sole purpose of providing backup services for Bertie County would be the responsibility of Bertie County. For example, the radio network is not an allowable expense for reimbursement, unless approved in a grant award. As such, Bertie County would be responsible for building the infrastructure to support radio communications with their emergency responders.
- Personnel costs associated with implementation of the backup plan should be addressed and understood. If Martin County 9-1-1 staff provides support for the period of time it takes for Bertie County 9-1-1 staff to arrive and resume backup operations, will Martin County seek reimbursement from Bertie County for staff time? As part of being a good neighbor, most counties would not seek reimbursement in such a scenario; however, there may be times when it would be advantageous to consider charging for the service, such as during a Federal Emergency Management Agency (FEMA)-declared disaster that will be eligible for reimbursement. Clearly defining personnel cost expectations in advance will allow for an understanding of when a county may be charged.
- Facility costs should be addressed and understood. Facility costs can include electricity, water, building maintenance, solid waste fees, trash services, janitorial services, alarm monitoring, fire protection equipment, generator maintenance, HVAC maintenance, pest control, window

washing, and carpeting/carpet cleaning. If technology and workstations are shared, as part of being a good neighbor, Martin County may not charge a portion of the facility costs to Bertie County. However, if Bertie County 9-1-1 needed to be housed longer than 30 days, for example, Martin County can seek reimbursement for facility costs for the time Bertie County is housed, either as actual cost increases or based on square footage used. Clearly defining facility cost expectations in advance will allow for an understanding of when a county may be charged.

The cost sharing model discussed is one of many that can prove successful. As each agency works to address the funding, cooperative communications will prove valuable to addressing any funding scenario.

## **7. CONCLUSION**

The North Carolina 911 Board encourages PSAP consolidation whenever possible, but in many communities consolidation faces political and fiscal hurdles and challenges. As Martin County is well aware, there have been two failed attempts at garnering interest in a regional consolidation initiative.

Regardless of whether Bertie County ultimately elects to maintain backup space in Martin County, Martin County 9-1-1 is in need of a new facility. The new facility should provide an environment that can improve overall operations of Martin County 9-1-1 and should be designed to support Martin County for the foreseeable future. A purpose-designed, purpose-built facility will allow for expansion should neighboring counties elect to participate in a regional backup facility.

The North Carolina 911 Board recently opened applications for the 2017 PSAP Grant program. According to the North Carolina 911 Board website, three types of grant programs are available to primary PSAPs:

- Consolidation
- Individual PSAP Enhancement/Replacement
- Regional Initiative Enhancement/Replacement

The regional initiative is defined as "...regional approaches which provide for shared use of the components that support E-911, such as equipment, resources, and/or co-location of technology. Such initiatives comprise projects involving two or more primary PSAPs...Costs of relocation of primary PSAPs, or capital expenditures that enhance the 911 system, including cost not authorized under G.S. 143B-1406(e) and construction costs."

The regional backup initiative between Martin and Bertie counties has distinct promise. A new Martin County 9-1-1 Center can provide the latest technology and provide a superior location and facility for Bertie County's backup PSAP. The two centers would be geographically separated by approximately 17 miles, with an estimated travel time of 22 minutes. This will allow Bertie County 9-1-1 staff to arrive quickly, but still be far enough apart in the event of a localized emergency.

Mission Critical Partners recommends Martin County seek funding for the construction of a new facility and continue discussions with Bertie County regarding the regional backup initiative, including technology decisions and cost sharing models.

Martin County and Bertie County staff are to be commended for beginning the planning and communications process well before plans are finalized for the building. Proper planning during the facility programming phase and technology procurement phase will prove crucial to the success of a regional backup initiative.

## **Appendix A—Senate Bill 797**

Senate Bill 797 can be found on the following pages.

*The remainder of this page intentionally left blank.*

**GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2013**

**SESSION LAW 2014-66  
SENATE BILL 797**

AN ACT TO AMEND THE DUTIES OF THE 911 BOARD RELATING TO PUBLIC SAFETY ANSWERING POINTS, AS RECOMMENDED BY THE JOINT LEGISLATIVE OVERSIGHT COMMITTEE ON INFORMATION TECHNOLOGY, AND TO CLARIFY THE COLLECTION AUTHORITY OF THE DEPARTMENT OF REVENUE FOR THE 911 FEE ON PREPAID WIRELESS.

The General Assembly of North Carolina enacts:

**SECTION 1.1.** G.S. 62A-40 is amended by adding a new subdivision to read:

"(4a) Back-up PSAP. – The capability to operate as part of the 911 System and all other features of its associated primary PSAP. The term includes a back-up PSAP that receives 911 calls only when they are transferred from the primary PSAP or on an alternate routing basis when calls cannot be completed to the primary PSAP."

**SECTION 1.2.** G.S. 62A-42(a) reads as rewritten:

"(a) Duties. – The 911 Board has the following powers and duties:

(1) To develop the 911 State Plan. In developing and updating the plan, the 911 Board must monitor trends in voice communications service technology and in enhanced 911 service technology, investigate and incorporate GIS mapping and other resources into the plan, ensure individual PSAP plans incorporate a back-up PSAP, and formulate strategies for the efficient and effective delivery of enhanced 911 service.

...  
(4) To establish policies and procedures to fund advisory services and training for PSAPs, to set operating standards for PSAPs, and back-up PSAPs and to provide funds in accordance with these policies, procedures, and standards.

...."

**SECTION 1.3.** G.S. 62A-46 reads as rewritten:

**"§ 62A-46. Fund distribution to PSAPs.**

(a) Monthly Distribution. – The 911 Board must make monthly distributions to primary PSAPs from the amount allocated to the 911 Fund for PSAPs. A PSAP is not eligible for a distribution under this section unless it complies with the requirements of this Article, provides enhanced 911 ~~service-service,~~ and received distributions from the 911 Board in the 2008-2009 fiscal year. The Board may reduce, suspend, or terminate distributions under this subsection if a PSAP does not comply with the requirements of this Article. The Board must comply with all of the following:

(1) Administration. – The Board must notify PSAPs of the estimated distributions no later than December 31 of each year. The Board must determine actual distributions no later than June 1 of each year. The Board must determine a method for establishing distributions that is equitable and sustainable and that ensures distributions for eligible operating costs and anticipated increases for all funded PSAPs. The Board must establish a formula to determine each PSAP's base amount. The formula must be determined and published to PSAPs in the first quarter of the fiscal year preceding the fiscal year in which the formula is used. The Board may not change the funding formula for the base amount more than once every year.

(2) Reports. – The Board must report to the Joint Legislative Commission on Governmental Operations and the Revenue Laws Study Committee within





45 days of a change in the funding formula. The report must contain a description of the differences in the old and new formulas and the projected distributions to each PSAP from the new formula.

- (3) Formula. – The funding formula established by the Board must consider all of the following:
- a. The population of the area served by a PSAP.
  - b. PSAP reports and budgets, disbursement histories, and historical costs.
  - c. PSAP operations, 911 technologies used by the PSAP, compliance with operating standards of the 911 Board, level of service a PSAP delivers dispatching fire, emergency medical services, law enforcement, and Emergency Medical Dispatch.
  - d. The tier designation of the county in which the PSAP is located as designated in G.S. 143B-437.08.
  - e. Any interlocal government funding agreement between a primary PSAP and a secondary PSAP, if the secondary PSAP was in existence as of June 1, 2010, receives funding under the agreement, and is within the service area of the primary PSAP.
  - f. Any other information the Board considers relevant.
- (4) Additional distributions. – In the first quarter of the Board's fiscal year, the Board must determine whether payments to PSAPs during the preceding fiscal year exceeded or were less than the eligible costs incurred by each PSAP during the fiscal year. If a PSAP receives less than its eligible costs in any fiscal year, the Board may increase a PSAP's distribution in the following fiscal year above the base amount as determined by the formula to meet the estimated eligible costs of the PSAP as determined by the Board. The Board may not distribute less than the base amount to each PSAP except as provided in subsection (b1) of this section. The Board must provide a procedure for a PSAP to request a reconsideration of its distribution or eligible expenses.

...

(c) Use of Funds. – A PSAP that receives a distribution from the 911 Fund may not use the amount received to pay for the lease or purchase of real estate, cosmetic remodeling of emergency dispatch centers, hiring or compensating telecommunicators, or the purchase of mobile communications vehicles, ambulances, fire engines, or other emergency vehicles. Distributions received by a PSAP may be used only to pay for the following:

- (1) The lease, purchase, or maintenance of:
  - a. Emergency telephone equipment, including necessary computer hardware, software, and database provisioning.
  - b. Addressing.
  - c. Telecommunicator furniture.
  - d. Dispatch equipment located exclusively within a building where a PSAP or back-up PSAP is located, excluding the costs of base station transmitters, towers, microwave links, and antennae used to dispatch emergency call information from the ~~PSAP-PSAP~~ or back-up PSAP.
- (1a) The nonrecurring costs of establishing a 911 system.
- (2) Expenditures for in-State training of 911 personnel regarding the maintenance and operation of the 911 system. Allowable training expenses include the cost of transportation, lodging, instructors, certifications, improvement programs, quality assurance training, training associated with call taking, and emergency medical, fire, or law enforcement procedures, and training specific to managing a PSAP or supervising PSAP staff. Training outside the State is not an eligible expenditure unless the training is unavailable in the State or the PSAP documents that the training costs are less if received out-of-state. Training specific to the receipt of 911 calls is allowed only for intake and related call taking quality assurance and improvement. Instructor certification costs and course required prerequisites, including physicals, psychological exams, and drug testing, are not allowable expenditures.

- (3) Charges associated with the service supplier's 911 service and other service supplier recurring charges. The PSAP providing 911 service is responsible to the voice communications service provider for all 911 installation, service, equipment, operation, and maintenance charges owed to the voice communications service provider. A PSAP may contract with a voice communications service provider on terms agreed to by the PSAP and the provider.

...  
(e) Compliance. – A PSAP, or the governing entity of a PSAP, must comply with all of the following in order to receive a distribution under this section:

- (1) A county or municipality that has one or more PSAPs must submit in writing to the 911 Board information that identifies the PSAPs in the manner required by the FCC Order.
- (2) A participating PSAP must annually submit to the 911 Board a copy of its governing agency's proposed or approved budget detailing the revenues and expenditures associated with the operation of the PSAP. The PSAP budget must identify revenues and expenditures for eligible expense reimbursements as provided in this Article and rules adopted by the 911 Board.
- (3) A PSAP must be included in its governing entity's annual audit required under the Local Government Budget and Fiscal Control Act. The Local Government Commission must provide a copy of each audit of a local government entity with a participating PSAP to the 911 Board.
- (4) A PSAP must comply with all requests by the 911 Board for financial information related to the operation of the PSAP.
- (4a) A PSAP must have a plan and means for 911 call-taking in the event 911 calls cannot be received and processed in the primary PSAP. The plan must identify the alternative capability of taking the redirected 911 calls. This subdivision does not require a PSAP to construct an alternative facility to serve as a back-up PSAP.
- (5) A primary PSAP must comply with the rules, policies, procedures, and operating standards for primary PSAPs adopted by the 911 Board.

...."  
**SECTION 1.4.** Sections 1.1 through 1.4 of this act are effective when this act becomes law and apply to distributions made on or after July 1, 2016.

**SECTION 2.1.** G.S. 62A-54(c) reads as rewritten:

"(c) Administration. – Administration, auditing, requests for review, making returns, collection of tax debts, promulgation of rules and regulations by the Secretary of Revenue, additional taxes and liens, assessments, refunds, and penalty provisions of Article 9 of Chapter 105 of the General Statutes apply to the collection of the 911 service charge for prepaid wireless telecommunications service. An audit of the collection of the 911 service charge for prepaid wireless telecommunications service shall only be conducted in connection with an audit of the taxes imposed by Article 5 of Chapter 105 of the General Statutes. Underpayments shall be subject to the same interest rate as imposed for taxes under G.S. 105-241.21. Overpayments shall be subject to the same interest rate as imposed for taxes under G.S. 105-241.21(c)(2). Excessive and erroneous collections of the service charge will be subject to G.S. 105-164.11. The Department of Revenue shall establish procedures for a seller of prepaid wireless telecommunications service to document that a sale is not a retail transaction, and the procedures established shall substantially coincide with the procedures for documenting a sale for resale transaction under G.S. 105-164.28. The Secretary of Revenue may retain the costs of collection from the remittances received under subsection (b) of this section, not to exceed five hundred thousand dollars (\$500,000) a year of the total 911 service charges for prepaid wireless telecommunications service remitted to the Department. Within 45 days of the end of each month in which 911 service charges for prepaid wireless telecommunications service are remitted to the Department, the Secretary of Revenue shall transfer the total 911 service charges remitted to the Department less the costs of collection to the 911 Fund established under G.S. 62A-44."

**SECTION 2.2.** Section 8 of S.L. 2011-122, as amended by Section 52 of S.L. 2013-414, is repealed.

**SECTION 2.3.** Notwithstanding G.S. 62A-54(c), the Department may retain six hundred and forty thousand dollars (\$640,000) of the 911 fee service charges for prepaid wireless telecommunications service remitted to the Department in the 2014-2015 fiscal year.

**SECTION 2.4.** Sections 2.1 through 2.4 of this act become effective July 1, 2014. The remainder of this act is effective when it becomes law.

In the General Assembly read three times and ratified this the 3<sup>rd</sup> day of July, 2014.

s/ Andrew C. Brock  
Presiding Officer of the Senate

s/ Thom Tillis  
Speaker of the House of Representatives

s/ Pat McCrory  
Governor

Approved 4:00 p.m. this 9<sup>th</sup> day of July, 2014

## **Appendix B—Preliminary Programming Study**

The preliminary programming study can be found on the following pages.

*The remainder of this page intentionally left blank.*

**AREA SUMMARY**

	NSF	Grossing Factor	GSF	Total
<b>TOTALS</b>				
1 DISPATCH / 9-1-1	2940	48 %	1405	4345
2 IT SUPPORT / EQUIPMENT ROOMS	1240	36 %	342	1582
3 LOBBY / BUILDING ENTRY	134	28 %	37	171
<b>Subtotal</b>	<b>4314</b>	<b>37 %</b>	<b>1783</b>	<b>6097</b>
<b>Building GSF @ 10%</b>			610	
<b>TOTAL BUILDING AREA</b>	<b>4314</b>		<b>2393</b>	<b>6707</b>

	Low	Middle	High
	\$250/Sq Ft	\$300/Sq Ft	\$350/Sq Ft
<b>OPINION OF PROBABLE COSTS</b>	<b>\$1,676,758</b>	<b>\$2,012,109</b>	<b>\$2,347,461</b>



		Space Code	Area/Unit	Units	NSF	Grossing Factor		GSF	Total	Comments
<b>1</b>										
<b>1.0</b>	<b>DISPATCH / 9-1-1</b>	<b>BUILDING ADJACENCIES</b>								
1.1	9-1-1 Manager Office		200	1	200	30 %	60	260	Video Surveillance / Building Control Systems	
1.2	Telecommunicators - Martin County		64	3	192	100 %	192	384	Sit-Stand Workstation	
1.3	Training / Bertie County Backup		64	2	128	100 %	128	256	Sit-Stand Workstation	
1.4	Expansion Area for Regional Backup Capabilities		64	4	256	100 %	256	512	Sit-Stand Workstation Area	
1.5	Training/QA Office		100	1	100	30 %	30	130		
1.6	GIS/Mapping Office		150	1	150	30 %	45	195		
1.7	Toilet Rooms		72	2	144	100 %	144	288	Separated from 9-1-1 Call Center for privacy	
1.8	Kitchen/Break Room		400	1	400	30 %	120	520	Immediately adjacent to 9-1-1	
1.9	Day Room / Bunk - Men		100	1	100	30 %	30	130	Space for two bunks	
1.1	Day Room / Bunk - Women		100	1	100	30 %	30	130	Space for two bunks	
1.11	Quiet Room / Decompression		100	1	100	35 %	35	135	Exercise Equipment / wall mount television	
1.12	Conference/EOC/Training Room		300	1	300	35 %	105	405	Partitioned	
1.13	Copy/Storage/Work Area		220	1	220	35 %	77	297	File Cabinets, Storage Cabinets, Counter Area	
1.14	Showers/Lockers		150	2	300	30 %	90	390	_1_ Male/_1_ Female	
1.2	Bulk Food/Water Storage		150	1	150	25 %	38	188	Bottled Water Storage/Beverage(Coffee) Set-ups	
1.16	Storage/Supplies		100	1	100	25 %	25	125	Shelves	
				<b>Subtotal</b>	<b>2940</b>	<b>48 %</b>	<b>1405</b>	<b>4345</b>		

2											
2.0	IT SUPPORT—EQUIPMENT ROOMS	BUILDING ADJACENCIES									
2.1	911/IT/Radio Equipment Room			12	8	96	150	%	144	240	IT Infrastructure (Estimated 8 Racks)
2.2	911/IT/Radio: Equipment Receiving			64	1	64	50	%	32	96	IT Infrastructure
2.3	IT Work Area			48	1	100	45	%	45	145	Increased Infrastructure
2.4	Main Power Distribution			180	1	180	10	%	18	198	
2.5	UPS Rooms			200	1	200	10	%	20	220	
2.6	Emergency Generator			0	1	0	10	%	0	0	Will be located outside with transfer switch with Power Distribution
2.7	Mechanical/Plumbing Room/Fire Protection			400	1	400	10	%	40	440	
2.8	Maintenance/Custodial Storage			150	1	150	25	%	38	188	
2.9	Janitorial Closet			50	1	50	10	%	5	55	
			<b>Subtotal</b>	<b>1240</b>			<b>36</b>	<b>%</b>	<b>342</b>	<b>1582</b>	

3											
3.0	LOBBY / BUILDING ENTRY	BUILDING ADJACENCIES									
3.1	Secure Vestibule			64	1	64	20	%	13	77	
3.2	Restroom			70	1	70	35	%	25	95	
			<b>Subtotal</b>	<b>134</b>			<b>28</b>	<b>%</b>	<b>37</b>	<b>171</b>	

**NOTES:**

## Appendix C—Codes and Standards

As background information only, the design of the facility should conform to applicable codes and standards as indicated below, except where local codes, ordinances or regulations provide for more stringent requirements. Where more stringent requirements are necessary, the design must include the requirements of the local codes, ordinances and regulations.

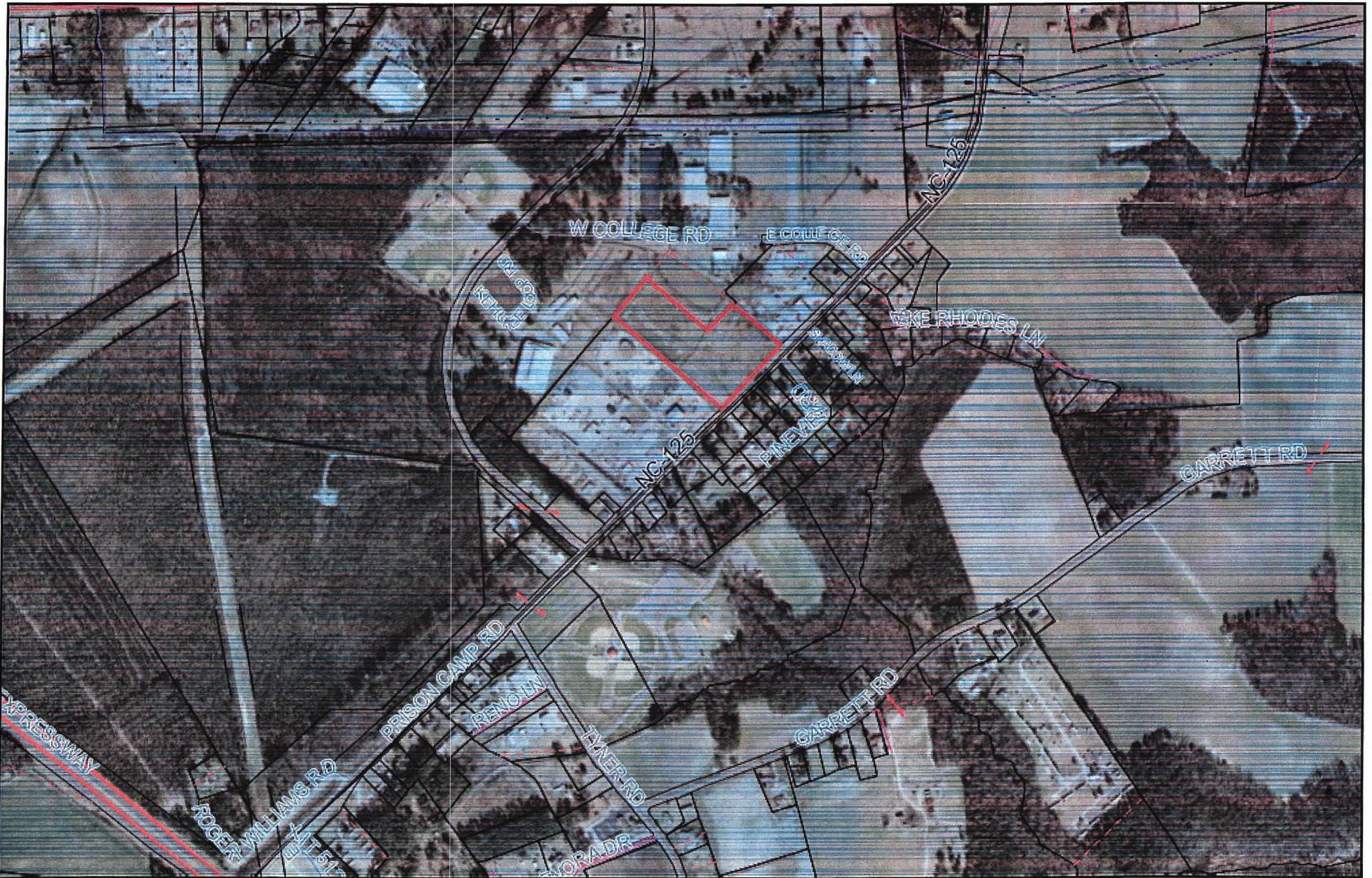
- National Fire Protection Association (NFPA)
  - NFPA 1221: *Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems*, 2007 Edition
  - NFPA 70: *National Electric Code®*
- American National Standards Institute/Telecommunications Industry Association/ Electronic Industries Alliance (ANSI/TIA/EIA)
  - TIA-942: *Telecommunications Infrastructure Standard for Data Centers*
  - ANSI/TIA/EIA 568-B: *Commercial Building Telecommunications Cabling Standard*
  - TIA-222G: *Structural Standard For Antenna Supporting Structures and Antennas*
- Motorola R56®: *Standards and Guidelines for Communication Sites*
- American National Standards Institute/National Electrical Contractors Association/Building Industry Consulting Service International (ANSI/NECA/BICSI)
  - BICSI-002: *Data Center Design and Implementation Best Practices*
- National Emergency Number Association (NENA) Technical Information Documents (TID)
  - Various facility guidelines
- Federal Emergency Management Agency (FEMA) Facility Guidelines 361, 426, 452
  - 72-hour, location, weather, etc.
- National Institute for Occupational Safety and Health (NIOSH) Standards
- National Incident Management System (NIMS)
- General Services Administration (GSA) Facility Guidelines
  - Threat and Security Recommendations
- Department of Defense (DoD) Facility Guidelines
  - Uniform Facilities Criteria (UFC)
- State and National Building Codes
  - Critical Facility Guidelines
- Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA)
- Director of Central Intelligence Directive (DCID) #6/9
- Uptime Institute
  - Data Center Site Infrastructure Tier Standard
- Department of Homeland Security (DHS) Management Directives

## **Appendix D—Property Map**

The property map for the location on Prison Farm Road can be found on the following pages.

***The remainder of this page intentionally left blank.***





Martin County, NC



PROPERTY MAP

Disclaimer:  
The data provided on this map are prepared for the inventory of real property found within Martin County, NC and are compiled from recorded plats, deeds, and other public records and data. This data is for informational purposes only and should not be substituted for a true title search, property appraisal, survey, or for zoning verification.

Parcel Number: 0505657  
 Map Number: 5766-14  
 Owner Name: MARTIN COUNTY  
 Owner Address: PO BOX 668  
 Owner Address2:  
 Owner City: WILLIAMSTON  
 Owner State: NC  
 Owner Zip: 27892-0668  
 Location: 1560 PRISON CAMP RD

Deed Book: S-17  
 Deed Page: 469  
 Current Value:  
 District: F05  
 Deed Acres: 8.31  
 Calc Acres: 8.31451696039  
 Map/Block/Lot: 5766-43-5820  
 Sale Date: 0  
 Sale Price: 0  
 Township: 05



One Inch = 800 Feet



## Appendix E—Eligible 9-1-1 Fee Expenditures

Eligible 9-1-1 fee expenditures, approved by the North Carolina 911 Board, are described below.<sup>9</sup> Information is current as of June 19, 2015. Mission Critical Partners recommends the Board website be visited prior to expenditure to ensure accuracy. The Board should also be contacted for questions regarding expenditures not listed.

### Phone Systems:

- 9-1-1 trunks and one administrative line per answering position
- Telephone sets used to answer 9-1-1 calls, including CPE equipment, headsets, monitors, keyboards, mouse and servers used exclusively for telephone sets<sup>10</sup>
- TDD/TTY
- ACD systems, whether facility-based or premise-based
- Interpretive services (e.g., Language Line or Omni Lingual)
- Service provider selective routing and ALI provisioning charges
- Data connection for the sole purpose of collecting call information for analysis<sup>11</sup>

### Furniture:

- Cabinets, tables, or desks that hold eligible 9-1-1 equipment
- Telecommunicator chairs

### Software:

- CAD system modules that are part of the call taking process only; some CAD systems will include additional modules that are not a part of the 9-1-1 process and are not eligible
- GIS software used to create and display the base map showing street centerlines
- GIS layers developed specifically for 9-1-1 addressing functions
- Voice logging recorder software
- Management Information System (MIS) software for 9-1-1 phone systems
- Time synchronization device software
- Law enforcement, fire and medical call taking protocols including software and flip-cards
- QA software for the training program of law enforcement, fire and medical call taking protocols
- ALI database software
- Radio console software that is part of the 9-1-1 process; some radio console software will include additional modules that are not a part of the 9-1-1 process and are not eligible
- Console Audio Box (CAB) software

<sup>9</sup> <http://it.nc.gov/nc911board>

<sup>10</sup> When servers host both 911 eligible and ineligible applications, only the percentage of the cost of the server representing the 911 eligible use is allowable.

<sup>11</sup> If connection is shared with non-eligible 9-1-1 devices, then only a percentage of the eligible 9-1-1 cost is eligible.

- Paging software including licensing costs to interface or integrate with CAD or licensing cost to establish a web-based paging function in substitution for paging through CAD; excludes costs for use of such software or functions by first responders
- CAD-to-CAD interface software
- Automated digital voice dispatching software
- Message switch software that allows for voiceless dispatch, status updates, and mobile-to-CAD messaging, including CAD licensing costs for mobile computer terminals, smartphones and tablets; some message switch software may include additional modules that are not a part of the 9-1-1 process and are not eligible

Hardware:

- Servers used exclusively for telephone, CAD, voice logging recorder, GIS, paging, console/alias database management, radio console network switching, and radio console software systems, including monitor, keyboard, and mouse
- Computer work stations used exclusively for telephone, CAD, voice logging recorder, GIS, and radio console software systems, including monitor, keyboard, mouse, microphones, speakers, headset jacks, footswitches, and CAB
- Time synchronization devices
- UPS for only 9-1-1-related equipment; if a UPS serves more than 9-1-1 equipment, only a percentage of the total cost is allowable
- Emergency power generator serving the 9-1-1 center; if a generator serves more than the 9-1-1 center, only a percentage of the total cost is allowable
- Radio network switching equipment used exclusively for 9-1-1 centers' radio dispatch consoles
- Fax modem for rip and runs
- Printers
- Radio console Ethernet switch
- Radio console access router
- Backup storage equipment for 9-1-1 database systems
- Mobile message switch
- Paging interface with CAD system
- Alpha/Numeric pager tone generator
- Radio consolette, configured for exclusive use at the dispatcher work station for dispatcher operation to perform dispatch function when there is no traditional console installed at the workstation
- Handheld GPS devices that are used strictly for 9-1-1 addressing; must meet or exceed the requirements of "Mapping Grade GPS Receiver" as defined in the Global Positioning System (GPS) Data Collection and Documentation Standards established by the North Carolina Geographic Information Coordinating Council

Training:

- Individual class registration for maintenance and operation of the 9-1-1 system and specific 9-1-1 intake and related call taking training, managing of a PSAP and supervising PSAP staff
- Out-of-state training if the class is not offered in North Carolina six months prior to or six months after the scheduled out-of-state class
- Allowable travel expenses not exceeding local government or North Carolina per diem rates

Support Functions (Implemental Functions)

- Maintenance, database provisioning, and addressing functions costs implemental to receiving and utilizing voice and data and maintenance costs of dispatch equipment located exclusively within a building where a 9-1-1 center is located



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** May 23, 2016

**AGENDA ITEM:** D-3

**DEPARTMENT:** Various

**SUBJECT:** Pending Items/Updates

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** ---

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** ---

**ATTACHMENTS:** ---

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---