

CURRITUCK COUNTY
NORTH CAROLINA
January 4, 2010

The Board of Commissioners met at 7:00 p.m. for its regularly scheduled meeting at the Historic Courthouse in the Commissioners Meeting Room with the following members present: Chairman O'Neal, Commissioners Etheridge, Rorer, Aydlett, Gregory, Nelms and Taylor.

Invocation

Pledge of Allegiance

Bob Henley was present to give the invocation.

Approval of Agenda

Chairman O'Neal moved to approve the agenda. Commissioner Etheridge seconded the motion. Motion carried.

- Item 2 Public Comment
Please limit comments to items not appearing on the regular agenda, please limit comments to 3 minutes.
- Item 3 **Consideration of Parks and Recreation Department Discipline Policy**
- Item 4 **Consideration of accepting high bid for surplus manufactured home located at 4-H Cultural Life Center**
- Item 5 **Consideration of Recommendation of Award for Whalehead Subdivision Drainage Improvements - Phase 1**
- Item 6 **Consideration of Sanitary Sewer Ordinance**
- Item 7 **Appointments to ABC Board**
- Item 8 **Appointments to Economic Development Board**
- Item 9 **Appointments to Airport Advisory Board**
- Item 10 **Appointment of Commissioner to The Albemarle Commission**
- Item 11 **Consent Agenda:**
1. Budget Amendments
2. Wild Horse Fund Grant Agreement
3. Mutual Aid Agreement Public Safety Navy Region and Currituck County for Fire fighting and EMS Assistance
4. Resolution approving BB & T for Whalehead Drainage Financing
5. Petition to NCDOT for Road Addition of Wren Drive and Chickadee Street
6. Resolution of Support for Albemarle RC&D Council
7. Resolution request FEMA support flood insurance claims for structures suffering coastal erosion
8. Project Ordinance for the Moyock Sewer Force Main Construction
9. Approval of December 7, 2009, Minutes
- Item 12 Commissioner's Report
- Item 13 County Manager's Report
- Item 14 **Closed Session:**
1. According to GS 143-318.11(3) to consult with attorney in order to preserve the attorney-client privilege

Public Comment

Please limit comments to items not appearing on the regular agenda, please limit comments to 3 minutes.

Chairman O'Neal opened the public comment period. There being no comments, he closed the public comment period.

Commissioner Nelms thanked everyone for their prayers for his wife. He also updated the Board on the Moyock Library.

Consideration of Parks and Recreation Department Discipline Policy

Jason Weeks, Parks & Recreation Director, reviewed the discipline policy for the Board's consideration.

Commissioner Etheridge moved to adopt the policy presented. Commissioner Aydlett seconded the motion. Motion carried.

Consideration of accepting high bid for surplus manufactured home located at 4-H Cultural Life Center

Commissioner Gregory moved to approve the sale of property. Commissioner Etheridge seconded the motion. Motion carried.

RESOLUTION ACCEPTING HIGH BID FOR SURPLUS PROPERTY LOCATED AT 112 MILBURN SAWYER ROAD, POWELLS POINT, NORTH CAROLINA

WHEREAS, by resolution adopted July 2, 2009 the Board of Commissioners for Currituck County declared the manufactured home located at 112 Milburn Sawyer Road, Powells Point, North Carolina as surplus property and directed the solicitation of offers to purchase the surplus manufactured home subject to the upset bid procedure set forth in N.C. Gen. Stat. §160A-269; and

WHEREAS, the County of Currituck solicited offers to purchase the surplus manufactured home located at 112 Milburn Sawyer Road, Powells Point, North Carolina and following the upset bid process the high bid was \$4,000.00 submitted by George Hayden.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for Currituck County that the high bid in the amount of \$4,000.00 for the surplus manufactured home located at 112 Milburn Sawyer Road, Powells Point, North Carolina submitted by George Hayden is accepted and the appropriate county officials are authorized to execute documents necessary to transfer title to the property.

RESOLUTION ACCEPTING HIGH BID FOR SURPLUS PROPERTY LOCATED AT 323 N. SPOT ROAD, POWELLS POINT, NORTH CAROLINA

WHEREAS, by resolution adopted July 2, 2009 the Board of Commissioners for Currituck County declared the manufactured home located at 323 N. Spot Road, Powells Point,

North Carolina as surplus property and directed the solicitation of offers to purchase the surplus manufactured home subject to the upset bid procedure set forth in N.C. Gen. Stat. §160A-269; and

WHEREAS, the County of Currituck solicited offers to purchase the surplus manufactured home located at 112 Milburn Sawyer Road, Powells Point, North Carolina and following the upset bid process the high bid was \$10,000.00 submitted by Christopher W. Forbes.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for Currituck County that the high bid in the amount of \$10,000.00 for the surplus manufactured home located at 323 N. Spot Road, Powells Point, North Carolina submitted by Christopher W. Forbes is accepted and the appropriate county officials are authorized to execute documents necessary to transfer title to the property.

**Consideration of Recommendation of Award for Whalehead
Subdivision Drainage Improvements - Phase 1**

Commissioner Nelms moved to award the bid to RPC Contracting of Kitty Hawk contingent upon approval of the financing, in the amount of \$1,748,632. Commissioner Aydlett seconded the motion. Motion carried.

Consideration of Sanitary Sewer Ordinance

Commissioner Nelms moved to adopt the ordinance. Commissioner Aydlett seconded the motion. Motion carried.

**AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS
AMENDING ARTICLE II, CHAPTER 13 OF THE CURRITUCK COUNTY CODE OF
ORDINANCES TO REGULATE THE USE OF SANITARY SEWER FACILITIES OWNED OR
OPERATED BY CURRITUCK COUNTY**

WHEREAS, pursuant to N.C. Gen. Stat. §153A-121 a county may by ordinance define, regulate, prohibit, or abate acts, omissions, or conditions detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the county; and

WHEREAS, pursuant to N.C. Gen. Stat. §153A-275 a county may adopt adequate and reasonable rules to protect and regulate a public enterprise belonging to or operated by it.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners for the County of Currituck, North Carolina as follows:

PART I. The Code of Ordinances, Currituck County, North Carolina is amended by rewriting the title of Division 1, Article II, Chapter 13 to read as follows:

**DIVISION 1. ~~GENERALLY~~-NEWTOWN COMMUNITY WASTEWATER COLLECTION AND
TREATMENT DISTRICT**

PART II. The Code of Ordinances, Currituck County, North Carolina is amended by rewriting Section 13-101 to read as follows:

Sec. 13-101. Definitions.

As used in this ~~article~~ Division 1 and Division 2 of this article the following words and terms shall have the meanings respectively ascribed:

Building is a structure as defined in the North Carolina State Building Code.

Connection is that part of the wastewater collection and treatment system which couples the main to the sewer cleanout tee, including all appurtenances to make the service complete and ready for use.

Consumer is the person legally or equitably responsible for the payment of charges for wastewater or wastewater rent on any premises.

District is the Newtown Community Wastewater Collection and Treatment District (water and sewer district) established and delineated by a resolution of the Currituck County Board of Commissioners.

Easement shall mean an acquired legal right for the specific use of land owned by others.

Improved street is any street having a wearing surface of concrete, brick, stone block, asphalt, or any bituminous compound.

Main is the pipe usually laid in a street running parallel to the property line which transports wastewater to the post treatment facilities.

May is permissive (see "Shall").

Occupant is the consumer who is actually in possession or control of any premises.

Owner is the person having legal or equitable title to any premises.

Person is an individual, firm, association, partnership or corporation.

Premises is land, building, or other structures and appurtenances thereto.

Service line is that part of the wastewater collection and treatment system which couples the sewer cleanout tee to the establishment being served.

Shall is mandatory (see "May").

Superintendent shall mean the director of public works, or his authorized deputy, agent or representative.

Usual conditions to mean delays in acquiring materials, parts and (or) supplies, rock encountered in construction and other items which might cause delays not under the control of the district.

PART III. The Code of Ordinances, Currituck County, North Carolina is amended by adding a new division to Article II, Chapter 13 to read as follows:

DIVISION 3. SEWER DISTRICTS

Sec. 13-136. Purpose and applicability.

(a) Purpose. The purpose of this division is to establish uniform requirements for direct and indirect discharges into the wastewater collection and treatment system of any centralized sewer operated by Currituck County (Newtown Water and Sewer District, Moyock Commons Sewer District, and Ocean Sands Water and Sewer District), herein referred to as the "District", and to enable the District to comply with applicable state and federal law by:

(1) Preventing the introduction of pollutants into the public wastewater system which will interfere with the operation of the system or the treatment or disposal of wastewater;

(2) Preventing the introduction of pollutants into the public wastewater system which will pass through the system, inadequately treated, into any waters of the state or otherwise be incompatible with the system;

(3) Protecting District personnel who may be affected by sewage, sludge, and effluent in the course of employment and the general public;

(4) Providing for equitable distribution of the cost of operation, maintenance and improvement of the public wastewater system; and

(5) Ensuring that the District complies with NPDES or non-discharge permit conditions, sludge use and disposal requirements and any other federal or state laws to which the wastewater system is subject.

(b) Applicability. This division shall apply to the District and users of the District's wastewater collection and treatment system.

Sec. 13-137. Definitions.

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this division, shall have the meanings hereinafter designated:

Act or the Act shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251.

Approval Authority shall mean the Director of the Division of Water Quality of the North Carolina Department of Environment, and Natural Resources or his designee.

Board shall mean the Currituck County Board of Commissioners.

Biochemical Oxygen Demand (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures in five (5) days at 20 degrees centigrade, expressed in terms of weight and concentration, milligrams per liter (mg/l).

Building Sewer shall mean a sewer conveying wastewater from the premises of a user to the wastewater collection and treatment system.

Department of Environment and Natural Resources (NCDENR) shall mean the North Carolina Department of Environment and Natural Resources, Division of Water Quality or its successor. For the purposes of this division references to the Division of Water Quality or DWQ shall be deemed to be DENR.

Director shall mean the Currituck County Public Utilities Director.

Domestic user shall mean any person who discharges domestic wastewater to the public sanitary sewer.

Domestic wastewater shall mean wastewater generated from normal human living processes which have constituent strength within the range defined for standard strength wastewater, and which contains no constituents of a quantity or concentrations exceeding the limits stated in Section 7. Normal human living processes include wastewater from bathroom and toilets, noncommercial kitchens and non industrial and noncommercial laundries. The discharge rate shall not exceed twenty-five thousand (25,000) gallons per day.

Environmental Protection Agency (EPA) shall mean the United States Environmental Protection Agency.

Flow shall mean the quantity of wastewater expressed in gallons or cubic feet per twenty-four (24) hours.

Grease interceptor shall mean any device constructed in conformity with the plumbing code, operated by the customer of the wastewater system for removing oil and grease before contributing liquid wastes to the wastewater system.

Hauled wastewater shall mean any waste from holding tanks, including but not limited to such holding tanks as vessels, chemical toilets, campers, trailers, septic tanks, grease/grit interceptors, and vacuum-pump tank trucks.

Indirect discharge or Discharge shall mean the discharge or the introduction from any nondomestic source regulated under section 307(b), (c), or (d) of the Act, (33 U.S.C. 1317), into the POTW (including holding tank waste discharged into the system).

Industrial user or User shall mean any person which is a source of indirect discharge.

Industrial wastewater shall mean the wastewater generated from activities, operations or processes which require water and which add to the wastewater pollutant constituents at a strength or at a quantity or concentration exceeding allowable limits defined in Section 7 of this Article.

Interference shall mean the inhibition, or disruption of the District treatment processes, operations, or its sludge process, use, or disposal, which causes or contributes to a violation of any state or federal requirements or prevents sewage sludge disposal in compliance with specified applicable state and federal law.

Medical Waste shall mean isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

Owner shall mean the fee simple owner of real property whose premises is or can be provided utility service by the District.

POTW Treatment Plant shall mean the portion of the POTW designed to provide treatment to wastewater.

Pretreatment Regulations shall mean the introduction of pollutants or wastes into the POTW from any nondomestic source regulated under Section 301 (b), (c), or (d) of the Act.

Publicly Owned Treatment Works (POTW) shall mean the treatment works as defined by Section 212 of the Act, which is owned by the municipality (as defined by Section 502(4) of the Act). This includes any devices and systems used in the storage, treatment, recycling, and reclamation of municipal

sewage or industrial wastes of a liquid nature. It also includes sewers, pipes, and other conveyances only if they convey wastewater to a POTW treatment plant. The term also means the municipality or county as defined in Section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works plant.

Significant Industrial User shall mean (1) all industrial users subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, subchapter N; and (2) any other industrial user that: discharges an average of 25,000 gallons per day or more of process wastewater to the POTW Treatment Plant (excluding sanitary wastewater); contributes a process waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the POTW Treatment Plant, or is designated as such by the Currituck County Public Utilities Director on the basis that the industrial user has a reasonable potential for adversely affecting the POTW Treatment Plant's operation or for violating any pretreatment standard or requirement (in accordance with 40 CFR 403.8(f)(6)).

Suspended Solids shall mean the total suspended matter that floats on the surface of, or is suspended in wastewater, and which is removable by a standard glass fiber filter.

User shall mean any person who discharges, causes, or permits the discharge of wastewater into the POTW.

Wastewater shall mean the liquid and water-carried domestic wastes from dwellings, commercial buildings, and mobile sources, together with any groundwater, surface water, and storm water that may be present, whether treated or untreated, which are contributed into or permitted to enter the POTW.

Sec. 13-138. Administration; Sewer use required.

(a) Administration. The Public Utilities Director is hereby assigned the responsibility of administering all provisions of this Article, and shall exercise these responsibilities in accordance with the intent of this Article in a fair and objective manner. The Director may exercise discretion when necessary to administer these provisions fairly and responsibly. Any powers or responsibilities granted to or imposed on the Director may be delegated by the Director to other County or District personnel.

(b) Sewer use.

(1) When the owner of a property inside the District service area shall use such property in any manner which results in the generation of wastewater, and such wastewater shall be discharged into a public sanitary sewer, the owner shall install, at his expense, a suitable building sewer and any other facilities necessary to connect the building sewer directly to the public sewer at an access point provided by the District.

(2) When the District is unable to serve single-family residential property through the gravity sanitary sewer system, as determined by the POTW director, the District may, upon written notification, approve the owner of the property to purchase and install a motor, lines, and pump so that wastewater can be pumped to the public sewer at the provided access point. It will be the responsibility of the property owner to complete the sewer connection with the purchased equipment and to maintain the pump, lines and motor to the property line at his own expense.

(3) Whenever a building sewer connected to the public sanitary sewer becomes clogged, broken, out of order or detrimental to the use of the public sewer, the owner having charge of any building or premises through which the building sewer collects wastewater shall, upon notification of the POTW director, reconstruct, alter, clean or repair the building sewer as the condition of such may require within thirty (30) days after receiving notification.

Sec. 13-139. Application for Service; Abandonment of private systems.

(a) An owner or developer proposing to extend utility lines and/or to make other improvements to be served by the District shall first obtain approval by the District. The applicant shall employ at the applicant's expense an engineer registered in the State of North Carolina to prepare plans for the project. Approval of plans or specifications for a project does not relieve the owner/developer/applicant from meeting the requirements or obtaining other approvals that may be necessary for other regulating agencies including but not limited to Currituck County, North Carolina Department of Transportation, and North Carolina Department of Environment and Natural Resources. The submission of a master plan and/or engineering report may be required at the discretion of the Director in addition to plans and specifications and other documentation described herein.

(b) The applicant shall construct infrastructure to be accepted by the District utilizing the District-approved Technical Standards and Specifications. No extension to the sanitary sewer system of the District shall be made and no application shall be approved except in accordance with the requirements of this ordinance.

(c) All private septic systems and other similar facilities shall be properly abandoned, or removed at the time service to the POTW is made available to real estate upon which is located any structure serviced by a private septic system, and the applicable property owner shall be required to connect to the POTW at the time of such abandonment or removal. Upon 24 hours notice, representatives of the District may enter any property having a private wastewater disposal system for the purpose of inspecting such system and making such other investigations and tests as are deemed necessary. Entry shall be made during the daylight hours unless abnormal or emergency circumstances require otherwise.

Sec. 13-140. Method of connection.

(a) Connections of Building Sewers to the District's wastewater collection system will be made as follows:

(1) All connections shall be made in accordance with the provisions of the State of North Carolina Building Code Volume II, Plumbing, current edition.

(2) No person, unless authorized, shall uncover, make any connections with, or disturb any portion of the District's wastewater collection system, except in accordance with the applicable provisions of this division.

(3) All costs and expenses incident to the installation and connection of the Building Sewer for non-residential connections and connections occurring after the initial installation of the POTW shall be borne by the Owner. The owner shall indemnify and hold harmless the District from any loss or damage to the POTW that may directly or indirectly be occasioned by the installation of the Building Sewer.

(4) A separate and independent Building Sewer shall be provided for every building. An exception may be granted where one building on an interior lot stands at the rear of another and it is not economically feasible for the District to provide a tap to the rear building. In such event, the Building Sewer may be extended to the tap for the front building and the whole considered as one (1) Building Sewer. Exceptions such as these require a permit to be issued by the District, and shall require a written agreement between the Owners and the District as to the share of the costs of construction and maintenance that each will contribute.

(5) All Building Sewers shall be brought to the building at an elevation below the lowest floor level having sanitary facilities. In all buildings in which any building drain is below a point which will permit a minimum average slope of the Building Sewer of one (1) foot per one hundred (100) feet, wastewater carried by such Building Sewer shall be lifted by pumping units

or other approved means and discharged through a Building Sewer having that minimum average slope. Costs of the pumping units, piping, and power shall be borne by the Owner.

(6) Old building sewers may be used in connections with new buildings only when they are found, upon examination and testing by the District, to meet all requirements of this division.

(7) No connections that will allow inflow to enter the POTW shall be permitted. Such prohibited connections shall include but not be limited to roof down spouts, exterior foundation drains, or other sources of storm water or groundwater.

(8) The Building Sewer shall include any preliminary treatment, pretreatment, flow equalizing facilities for grease, oil, grit and sands traps or other interceptors as required by this division.

(9) Connections to POTW will be made at the tap provided for the structure to be served.

(10) Any new connections to the POTW shall be prohibited unless sufficient capacity is available in all downstream portions of the POTW and at the POTW Treatment Plant, including, but not limited to capacity for flow, BOD and suspended solids, as determined by the District.

(11) The size of gravity sewer collection and gravity outfall lines shall be determined by the ultimate size of the area to be serviced and by the projected use and population of the area. The sewer collection and outfall lines shall be designed to maintain a velocity of at least two (2) feet per second at full flow.

(12) The District may require the developer to install sewer collection and outfall lines at a deeper depth and/or larger size than that needed by the existing proposed immediate development in order to provide future service to undeveloped area anticipated to be developed in the future or an existing development which will require service.

(b) The applicant for the connection shall notify the District when the work is ready for final inspection and no underground portions shall be covered before the final inspection is completed. The connection shall be made under the supervision of the District or its representative.

(c) Sewer collection and outfall lines shall be tested and inspected by the Director, County Engineer, or their designees to determine the accuracy of alignment and grade. The allowable amount of infiltration is defined as 0 gallons per diameter inch per mile per day.

(d) The District shall be allowed to inspect the work at any stage of construction.

Sec. 13-141. Maintenance of Building Sewer; Damages.

(a) Whenever a Building Sewer connected to POTW becomes clogged, broken, out of order or detrimental to the use of POTW, or the public health and welfare, the Owner of any building or premises through which the Building Sewer collects wastewater shall, upon notification by the Director, reconstruct, alter, clean or repair the Building Sewer, as the condition of such may require, within thirty (30) days after receiving notification.

(b) No Person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is a part of the POTW.

Sec. 13-142. Use of public sewer.

(a) It shall be unlawful to discharge into any natural outlet within the District or in any area under the jurisdiction of the District any wastewater or other polluted water.

(b) It shall be unlawful within the District to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater. Temporary portable toilet facilities may be permitted by special permit issued by the District for the purpose of providing toilet services for construction projects or special events or purposes.

(c) Construction of any new structures within the District from which wastewater is or shall be discharged shall not occur without first securing a connection to the POTW.

(d) The Owner of any building or property which is located within the District, or in any area under the jurisdiction of the District, and from which wastewater is discharged, shall be required to connect to the POTW, at the Owner's expense, within sixty (60) days after service of notice to do so, provided that said public sewer is reasonably available for connection. Additionally, if the building or property is used for human occupancy, employment or recreation, the owner shall be required to install at the same time toilet facilities in accordance with the North Carolina State Building Code and this ordinance. Notice shall be given by the District, or its designated agent, and shall be served upon the Owner personally or by certified mail.

(e) In the event an Owner shall fail to connect to a public sewer in compliance with a notice given under this section, the District may undertake to have said connection made and shall charge the connection cost against the property and the connection cost shall be a lien against the property. Such charge, when made, shall bear interest at the rate of eight percent (8%) per annum and shall be certified to the finance officer of Currituck County in which the land is situated and shall be collected and remitted to the District in the same manner as assessments for local improvements. The rights of the District under this subdivision shall be in addition to any other remedial or enforcement provisions of this ordinance.

(f) Storm water and all other unpolluted water shall be discharged to a storm sewer or other appropriate outlet, subject to existing regulatory requirements.

(g) No connection shall be permitted that will allow inflow other than sanitary waste to enter the District's wastewater collection and treatment system. Said prohibited connections shall include but not be limited to the connection of roof downspouts, exterior foundation drains or other sources of storm waters or groundwater to a building sewer which is connected directly or indirectly to a public sanitary sewer.

Sec. 13-143. Industrial uses and users prohibited.

Discharge of wastewater into the sewer from a Significant Industrial User within the District is prohibited.

Sec. 13-144. Limitations on Wastewater Strength.

(a) Federal pretreatment standards. Federal Pretreatment Standards and general regulations promulgated by the EPA pursuant to the Act shall be met by all Users which are subject to such standards in any instance where they are more stringent than the limitations in this division unless the Director has applied for, and obtained from the Currituck County Engineer, approval to modify the specific limits in the federal pretreatment standards. In all other respects, industrial users subject to Pretreatment Standards shall comply with all provisions of these rules and any permit issued thereunder, notwithstanding less stringent provisions of the Pretreatment Regulations or any applicable pretreatment standard.

(b) State requirements. State requirements and limitations on discharges shall be met by all Users which are subject to such standards in any instance in which they are more stringent than federal requirements and limitations or those in this ordinance.

(c) District's right of revision. The District reserves the right to establish by ordinance more stringent limitations or requirements on discharges to the POTW if deemed necessary to comply with the objectives of this ordinance.

(d) Local limits. Any discharge to the District's wastewater system shall meet the average discharge limits listed below. If the limits are exceeded, then the District reserves the right to require pre-treatment or preliminary treatment of waste prior to discharge into the District's wastewater system, or may assess a surcharge on the User.

<u>Parameter</u>	<u>Value (mg/L)</u>
<u>Aluminum</u>	<u>2</u>
<u>Ammonia-Nitrogen</u>	<u>17</u>
<u>Arsenic</u>	<u>0.003</u>
<u>Barium</u>	<u>0.15</u>
<u>Beryllium</u>	<u>0.2</u>
<u>BOD</u>	<u>200</u>
<u>Boron</u>	<u>1</u>
<u>Cadmium</u>	<u>0.003</u>
<u>CBOD</u>	<u>200</u>
<u>Chlorides</u>	<u>343</u>
<u>Chromium</u>	<u>0.002</u>
<u>COD</u>	<u>600</u>
<u>Copper</u>	<u>0.041</u>
<u>Cyanide</u>	<u>0.015</u>
<u>Iron</u>	<u>2.9</u>
<u>Lead</u>	<u>0.049</u>
<u>Manganese</u>	<u>60</u>
<u>Mercury</u>	<u>0.0003</u>
<u>Methylene Chloride</u>	<u>0.1</u>
<u>Nickel</u>	<u>0.021</u>
<u>Oil and Grease (Hexane Extraction)</u>	<u>73</u>
<u>Organic Nitrogen</u>	<u>18</u>
<u>Phosphorus Ortho</u>	<u>3</u>
<u>Phosphorus Total</u>	<u>6.1</u>
<u>Selenium</u>	<u>0.2</u>
<u>Silver</u>	<u>0.005</u>
<u>Sulfates</u>	<u>250</u>
<u>Sulfides</u>	<u>8</u>
<u>Tetrachloroethylene</u>	<u>0.5</u>
<u>TKN</u>	<u>35</u>
<u>Total Solids</u>	<u>831</u>

<u>Total Suspended Solids</u>	<u>200</u>
<u>Trichloroethylene</u>	<u>0.5</u>
<u>Zinc</u>	<u>0.165</u>

(e) Dilution. No User shall increase the use of process water, or in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in any local or state requirements or federal pretreatment standards.

(f) Reports. Reports specified in Code of Federal Regulations, Title 40, Section 403.12 of the Pretreatment Regulations shall be submitted to the District by affected Users.

Sec. 13-145. Discharge of certain materials prohibited.

(a) No person shall discharge or cause or allow to be discharged, directly or indirectly, into the POTW any of the following waste pollutants:

1. All waste of any type generated from any source outside the designated sewer service area as provided for in this Agreement.
2. All waste generated from septic tank contents, portable toilets, privy vault contents, sewage holding tanks and the like generated from within the limits of the designated sewer service area.
3. Any wastes which may directly or indirectly impair the proper functioning of the POTW.
4. Any wastes with strength or pollution effects of which are not effectively altered by ordinary treatment processes, or the presence of which in the receiving stream would violate state and federal water quality standards.
5. Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way or to the operation of the POTW. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, sulfides, and any wastes with a closed cup flash point of less than 140 degrees Fahrenheit (60 degrees Centigrade). At no time, shall two successive readings on an explosion hazard meter, at the point of discharge into the system or at any point in the system, be more than five percent (5%) nor any single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter.
6. Solid or viscous substances in amounts which will cause obstruction to the flow in the sewer resulting in interference with the operation of the POTW. Substances and items include, but are not limited to, grease, garbage with particles greater than one-half inch (1/2 in.) in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshing, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastic, gas, tar asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes.
7. Any wastewater having a pH less than 5.0 or more than 10.0 or wastewater having any other corrosive property capable of causing damage to the POTW, the POTW Treatment Plant, or District personnel.

8. Any wastewater having a temperature greater than 150 degrees Fahrenheit (65 degrees Centigrade), or which will inhibit biological activity in the POTW Treatment Plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 105 degrees Fahrenheit (40 degrees Centigrade).
9. Any pollutants which result in the presence of toxic gases, vapors or fumes in the receiving waters of the POTW in a quantity that may cause any worker health and safety problems. A toxic pollutant shall include, but not be limited to, any pollutant identified pursuant to Section 307(a) of the Federal Water Pollution Control Act as amended.
10. Any noxious or malodorous liquids, gases, or solids or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.
11. Any substance which may cause treated effluent or any other product of the POTW such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case, shall a substance discharged to the POTW cause the POTW Treatment Plant to be in noncompliance with sludge use or disposal regulations or permits issued under section 405 of the Act; the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or state criteria applicable to the sludge management method being used.
12. Any wastewater which imparts color which cannot be removed in the treatment process, including, but not limited to, dye wastes and vegetable tanning solutions.
13. Any wastewater containing any radioactive wastes or isotopes that violate any statute or any rule, regulations, or ordinance of any public agency or state or federal regulatory body.
14. Fats, oils, or greases of animal or vegetable origin in concentrations greater than 100 mg/l, or containing substances which may solidify or become viscous at temperatures between 32 degrees Fahrenheit and 150 degrees Fahrenheit (0 degrees Centigrade and 65.6 degrees Centigrade); and any wastewater containing oil and grease concentrations of mineral origin of greater than 25 mg/l, whether emulsified or not.
15. Any medical wastes, except as specifically authorized by the Director in a wastewater discharge permit.
16. Any material containing ammonia, ammonia salts, or other chelating agents which will produce metallic complexes that interfere with the POTW.
17. Any wastewater causing the treatment plant effluent to violate state Water Quality Standards for toxic substances as described in 15A NCAC 2B .0200; or wastewater causing, alone or in conjunction with other sources, the treated effluent to fail a toxicity test.

(b) It is unlawful for any person to make or maintain a connection between eaves trough, rainspouts, footing drains, or any other conductor used to carry natural precipitation or ground water, and the sanitary system or any part thereof.

(c) Any property owner in violation of this section and upon receiving notice of said violation, shall disconnect the conductor from the POTW. Any property owner in violation of this section shall be assessed a monthly surcharge, the amount of which will be established by the Board, for each month that

the conductor is not permanently disconnected. Failure to permanently disconnect the conductor, or reconnection of a disconnected conductor, may result in the suspension from use of POTW.

Sec. 13-146 Pre-treatment of wastewater.

(a) Grease traps or other interceptors shall be provided at the User's expense, when such user operates an establishment preparing, processing or serving food and/or food products. Grease interceptors are required for the proper handling of liquid wastes containing oil and/or grease to ensure concentrations do not exceed one hundred sixty (25) mg/l by weight (hexane extractable).

(b) All grease traps, tanks, chambers or other interceptors shall be of a type and capacity approved by the Director and as outlined in the District's Technical Standards and Specifications Manual and the Fats, Oils, and Grease policy. The interceptor shall be readily and easily accessible for cleaning and inspection. No more than twenty (20) percent of the interceptor's total volume will be used for a sludge pocket. The interceptor shall be kept free of materials including kitchen utensils, paper or plastic products, and rags which may settle into the required sludge pocket, and all other floating material shall be skimmed from the trap or basin tank at intervals of a frequency sufficient to avoid accumulation of scum covering the surface of the liquid.

(c) All interceptors shall be serviced and emptied of the waste content as required, but not less often than every thirty (30) days, in order to maintain minimum design capability to intercept oils and greases from the wastewater discharged to the public sanitary sewer.

(d) No waste removed from the interceptor shall be reintroduced into the sanitary sewer or back into the interceptor which will cause the interceptor's discharge to exceed sewer use ordinance limits. The owner shall be responsible for sanitary disposal of such waste.

(e) The owner shall maintain a written record of trap maintenance for three (3) years. A copy of this record shall be sent to the District on the 15th day of the month following service.

(f) Sand, grit, and oil traps or other interceptors shall be provided at the owner's expense when they are necessary for the proper handling and control of liquid wastes containing sand, grit, oil, or flammable waste in excessive amounts.

(g) All interceptors shall be of a type and capacity approved by the Director and shall be readily and easily accessible for cleaning and inspection. All such interceptors shall be serviced and emptied of their contents as required, in order to maintain their minimum design capability to intercept grit, sand, oil, and flammable waste prior to the discharge of wastewater to the public sanitary sewer.

(h) Wastes removed from sand, grit and oil interceptors shall not be discharged into the public sanitary sewer. The owner shall be responsible for the sanitary disposal of such wastes.

(i) The owner shall maintain a written record of trap maintenance for three (3) years. A copy of this record shall be sent to the District on the 15th day of the month following service.

(j) Where pretreatment, or grease; oil, grit and sand traps or other interceptors are provided for any wastewater, they shall be continuously maintained in satisfactory condition and effective operation by the owner at his expense.

Sec. 13-147 Accidental discharges.

Accidental discharges of prohibited waste into the POTW, directly or through another disposal system, or to any place from which such waste may enter the POTW, shall be reported to the District and County by the persons responsible for the discharge, or by the Owner or occupant of the premises where

the discharge occurred, immediately upon obtaining knowledge of the fact of such discharge. Such notification will not relieve users of liability for any expense, loss or damage to the wastewater disposal system or treatment process, or for any fines imposed on the District on account thereof under any state or federal law. The responsible person shall take immediate action as is reasonably possible to minimize or abate the prohibited discharge.

The responsible person shall send a letter describing the prohibited discharge to the District and County within seven (7) days after obtaining knowledge of the discharge. The letter shall include the following information:

1. the time and location of the spill;
2. description of the accidentally discharged waste, including estimate of pollutant concentrations;
3. time period and volume of wastewater discharged;
4. actions taken to correct or control the spill;
5. a schedule of corrective measures to prevent further spill occurrences.

Sec. 13-148. Inspection and sampling.

(a) The District may conduct such tests as are necessary to enforce this ordinance, and employees of the District may enter upon any property for the purpose of taking samples, obtaining information or conducting surveys or investigations relating to such enforcement. Entry shall be made during operating hours unless circumstances require otherwise. In all cases where tests are conducted by the District for the purpose of determining whether the User is in compliance with regulations, the cost of such tests shall be charged to the User and added to the User's User Fee. In those cases where the District determines that the nature or volume of a particular User's wastewater requires more frequent than normal testing, the District may charge such User for the tests, after giving the User ten (10) days written notice of its intention to do so, and the cost thereof shall be added to the User's User Fee.

(b) While performing the necessary work on private properties referred to in this section, the authorized employees of the District shall observe all safety rules applicable to the premises established by the User.

(c) Duly authorized employees of the District bearing proper credentials and identification shall be permitted to enter all private properties through which the District holds an easement for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the POTW lying within said easement. All entry and subsequent work, if any, on said easement shall be done in all accordance with the terms of the easement pertaining to the private property involved.

Sec. 13-149. Confidential information.

(a) Information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs, and from inspections shall be available to the public or other governmental agencies without restriction unless the User specifically requests and is able to demonstrate to the satisfaction of the District that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets of the User. Any such request must be asserted at the time of submission of the information or data.

(b) When requested by the person furnishing a report, the portions of a report that might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be

made available upon written request to governmental agencies for uses related to this division, state disposal system permit, and/or the pretreatment programs; provided, however, that such portions of a report shall be available for use by the state or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

Sec. 13-150. Enforcement.

(a) Consent order. The District is hereby empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the noncompliance. Such orders will include specific action to be taken by the discharger to correct the noncompliance within a time period also specified by the order.

(b) Suspension. The District may suspend the wastewater treatment service when such suspension is necessary in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or the environment, or interferes with the POTW.

(c) Civil penalties. Any User who is found to have failed to comply with any provisions of this division, or the orders, rules, regulations and permits issued hereunder, may be fined up to one thousand dollars (\$1,000) per day per violation. Each day's continuing violation shall be a separate and distinct offense.

PART IV. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

PART V. This ordinance is effective upon adoption.

Appointments to ABC Board

Commissioner Rorer moved to appoint Commissioners Gregory and Etheridge. Commissioner Aydlett seconded the motion. Motion carried.

Appointments to Economic Development Board

Commissioner Taylor moved to reappoint Kevin Burwell and Ed Cornet. Commissioner Etheridge seconded the motion. Motion carried.

Appointments to Airport Advisory Board

Commissioner Rorer moved to reappoint Gary Bryan, John Snowden, Jerry Malesky, Denise Hall and Marion Gilbert. Commissioner Etheridge seconded the motion. Motion carried.

Appointment of Commissioner to The Albemarle Commission

Commissioner Gregory moved to reappoint Commissioner Nelms. Commissioner Aydlett seconded the motion. Motion carried.

Consent Agenda:

1. Budget Amendments
2. Wild Horse Fund Grant Agreement

3. Mutual Aid Agreement Public Safety Navy Region and Currituck County for Fire fighting and EMS Assistance
4. Resolution approving BB & T for Whalehead Drainage Financing
5. Petition to NCDOT for Road Addition of Wren Drive and Chickadee Street
6. Resolution of Support for Albemarle RC&D Council
7. Resolution request FEMA support flood insurance claims for structures suffering coastal erosion
8. Project Ordinance for the Moyock Sewer Force Main Construction
9. Approval of December 7, 2009, Minutes

Commissioner Etheridge moved to approve. Commissioner Taylor seconded the motion. Motion carried.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
51848-591000	CCMS - HVAC Replacement	\$ 120,000	
51848-593001	KI Elem - Chiller Replacement	\$ 45,000	
51848-595003	CCHS - Chiller Overhaul	\$ 55,000	
51380-425001	Lottery proceeds		\$ 220,000
		<u>\$ 220,000</u>	<u>\$ 220,000</u>

Explanation: School Construction (51848) - To increase appropriations for HVAC repairs/replacements in the schools, which will be funded by lottery proceeds.

Net Budget Effect: School Construction Fund (51) - Increased by \$220,000.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense

10960-539000	Unemployment Compensation	\$	198		
10960-554000	Insurance and Bonds			\$	198
				<u>\$</u>	<u>198</u>
				<u>\$</u>	<u>198</u>

Explanation: Central Services (10960) - To transfer funds for unemployment compensation for the past year.

Net Budget Effect: Operating Fund (10) - No change.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
		Decrease Revenue or Increase Expense		Increase Revenue or Decrease Expense	
10441-590003	BOC Meeting Room Technology	\$	30,826		
10441-590000	Capital Outlay			\$	7,914
10330-449900	Miscellaneous Grants			\$	22,912
				<u>\$</u>	<u>30,826</u>
				<u>\$</u>	<u>30,826</u>

Explanation: Information Technology (10441) - To record PEG Channel Grant from the Rural Center for technology upgrades in the Board meeting room.

Net Budget Effect: Operating Fund (10) - Increased by \$22,912.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
		Decrease Revenue or Increase Expense		Increase Revenue or Decrease Expense	
10480-590441	Technology over \$1,000	\$	3,341		
10480-516000	Maintenance & Repair			\$	1,500
10480-557302	SB 202 Deed of Trust Fee	\$	3,000		
10340-453000	Register of Deeds Fees			\$	4,841
				<u>\$</u>	<u>6,341</u>
				<u>\$</u>	<u>6,341</u>

Explanation: Register of Deeds (10480) - To use a portion of the Register of Deeds Technology Funds to replace computer equipment in the Deeds office that is no longer functional and to add fees associated with Senate Bill 202 that became effective in October 2009.

Net Budget Effect: Operating Fund (10) - Increased by \$4,841.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10511-516000	Repairs & Maintenance	\$ 7,000	
10511-590000	Capital Outlay	\$ 3,605	
10511-521100	Equipment Lease		\$ 1,200
10511-513000	Utilities		\$ 5,800
10511-547000	Meals		\$ 3,605
		<u>\$ 10,605</u>	<u>\$ 10,605</u>

Explanation: Jail (10511) - Transfer funds for maintenance needed on kitchen equipment, for a lagoon aerator for the jail sewer and monitors for the security system.

Net Budget Effect: Operating Fund (10) - no change.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10410-516200	Vehicle Maintenance	\$ 3,000	
10410-531000	Gas		\$ 400
10410-532000	Supplies		\$ 1,500
10410-540000	Worker's Compensation		\$ 113
10410-561000	Professional Services		\$ 987
		<u>\$ 3,000</u>	<u>\$ 3,000</u>

Explanation: Administration (10410) - Transfer funds to replace transmission in Ford 500 and for routine maintenance for the remainder of this fiscal year.

Net Budget Effect: Operating Fund (10) - no change.

GRANT AGREEMENT

This Grant Agreement made, entered into and effective as of the 1st day of July, 2009, by and between COUNTY OF CURRITUCK, NORTH CAROLINA, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (the "County"), and COROLLA WILD HORSE FUND, INC., a North Carolina non-profit corporation, ("CWHF").

WITNESSETH:

WHEREAS, pursuant to N.C. Gen. Stat. §153A-449 a county may contract with and appropriate money to any corporation in order to carry out any public purpose that the county is authorized by law to engage in; and

WHEREAS, pursuant to N.C. Gen. Stat. §153A-149 a county may expend public funds to provide animal protection and control programs; and

WHEREAS, by the enactment of Article II, Chapter 3 of the Currituck County Code of Ordinances the County's Board of Commissioners has established a Wild Horse Sanctuary for the protection and safety of the Corolla Wild Horses and has by ordinance charged CWHF's sanctuary officers with assisting in providing for the safety and welfare of the wild horses; and

WHEREAS, the County finds that providing a grant to reimburse CWHF for a portion of its operational and capital costs will further and enhance the protection and control of the wild horses and that the establishment and recognition of funds previously provided to CWHF as a grant rather than a loan is advisable,

NOW, THEREFORE, for valuable consideration and the mutual covenants exchanged between the parties hereto, it is agreed as follows:

1. To assist CWHF with its capital and operational costs for protection and control of the Corolla Wild Horses, County agrees to award a grant to CWHF in the amount of EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00) the prior receipt of which CWHF hereby acknowledges.
2. CWHF agrees that it has or will use grant funds only for capital or operational costs in furtherance of protection and safety of the Corolla Wild Horses and inherently the health, safety and welfare of the general public.
3. CWHF agrees to make a full and accurate accounting to the County of all expenditures of the grant funds and shall provide County a copy of each CWHF annual audit.
4. CWHF shall not discriminate against any person on the grounds of race, color, national origin, sex, age, or disability in the administration of this Grant Agreement.
5. The laws of the State of North Carolina shall control and govern this Grant Agreement. Any controversy or claim arising out of this Grant Agreement shall be settled by an action initiated in the appropriate division of the General Court of Justice in Currituck County, North Carolina.
6. CWHF and County respectively bind themselves, their successors, and assigns in respect to the covenants, agreements and obligations contained in this Grant Agreement.

7. This Grant Agreement sets forth the entire agreement between CWHF and the County and supersedes any and all other agreements on this subject between the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement effective as of the date first above written.

**MUTUAL AID AGREEMENT
BETWEEN
PROGRAM DIRECTOR, REGIONAL PUBLIC SAFETY
NAVY REGION MID-ATLANTIC
1510 GILBERT STREET, NORFOLK VA 23511
AND
CURRITUCK COUNTY, NORTH CAROLINA
153 COURTHOUSE ROAD, CURRITUCK, NC 27929
FOR THE PROVISION OF FIRE FIGHTING & EMS ASSISTANCE**

THIS MUTUAL AID AGREEMENT (hereinafter, the "Agreement") is made and entered into this 21st day of December, 2009 by and between Program Director, Regional Public Safety, Navy Region Mid-Atlantic (hereinafter, "Navy"), Currituck County Department of Fire-EMS by the authority of the County Manager, Currituck County North Carolina for fire fighting and emergency medical services (EMS) assistance (hereinafter, "Currituck County").

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires, emergency medical services calls, hazardous materials incidents and any other related emergency incidents occurring within areas under their respective jurisdictions, and

WHEREAS, as set forth in 42 U.S.C. 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, fire fighting, and emergency medical services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions.

WHEREAS, the Parties hereto desire to augment the fire protection, and hazardous material response capabilities

available in their respective jurisdictions by entering into this Agreement, and

WHEREAS, the lands or districts comprising the respective jurisdictions of the Parties are adjacent or contiguous to one another such that the rendering of mutual assistance between the Parties in response to a fire, emergency medical event or hazardous material incident is feasible, and

WHEREAS, it is the policy of the Department of the Navy and the Program Director, Regional Public Safety, Navy Region Mid Atlantic, to enter into Mutual Aid Agreements with non-Federal Fire Departments located in the vicinity of a Naval installation, whenever practicable, and

WHEREAS, the Parties have mutually concluded that it is desirable, practicable, and beneficial for the Parties to enter into this Agreement to memorialize their willingness and ability to render assistance to one another, in order to enhance the safety and security of the civilian community and Navy Region Mid-Atlantic installations and facilities.

NOW, THEREFORE, BE IT AGREED THAT:

1. The authority to enter into this Agreement is set forth in 42 U.S.C. 1856a, and 15 U.S.C. 2210, and the regulations implementing same at 44 Code of Federal Regulations Part 151.
2. The rendering of assistance from one Party to the other under the terms of this Agreement shall be accomplished in accordance with detailed operational plans and procedures, which shall be developed by each of the Parties. The technical heads of each Party's Fire-EMS Departments shall work together to implement such plans and procedures in a manner compatible with the operational authorities of each.
3. The senior officer of a Fire-EMS Department belonging to a Party to this Agreement, or the senior officer of such Fire-EMS Department actually present at a fire, EMS or hazardous material incident, may request assistance under the terms of this Agreement from the other Party's Fire-EMS Department, whenever he/she deems it necessary to make such a request. The senior officer on duty of the Fire-EMS Department receiving a request for assistance shall forthwith take the following action:

- a. Immediately determine if the requested apparatus and personnel are available to respond to the call for assistance.
 - b. In accordance with the terms of this Agreement, forthwith dispatch such apparatus and personnel, along with instructions as to their mission, use and deployment, in quantities and amounts as in the judgment of the senior officer receiving the call can be provided to the requesting Fire Department without jeopardizing the mission of the Fire-EMS Department providing such resources.
4. The rendering of assistance under the terms of this Agreement shall not be mandatory; however, the Party receiving a request for assistance shall endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request. Neither Party shall hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire suppression and hazardous material incident response needed within their own jurisdictions.
5. As required by Federal law as a condition precedent to entering into this Agreement, the Parties hereby waive all claims against the other Party for compensation of any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.
6. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. The Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. 2210) and Federal regulations issued there under (Title 44 of the Code of Federal Regulations 151), Currituck County is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional fire fighting costs over normal hazard materials, emergency management and emergency medical services operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. 1856a, each Party hereby reserves the right to seek reimbursement from the other

for the costs incurred by it in providing services to the other Party in response to a request for assistance.

7. The senior officer of the Fire-EMS Department requesting assistance shall normally assume full charge of the operations at the scene of the fire or other emergency. However, under procedures agreed to by the technical heads of the Fire-EMS Departments involved, a senior officer of the Fire-EMS Department furnishing the assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or other emergency.
8. The officers and personnel of the Fire-EMS Departments of the Parties to this Agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours (consistent with local security requirements) and, as feasible, to jointly conduct pre-fire planning inspections, drills and training.

TRAINING:

9. Whenever either Party hosts fire protection training for its own Department ("Host Department") it may, to the maximum extent practicable and subject to its sole discretion, offer to provide the same training to members of the other Party ("Guest Department").
10. The Host Department will not charge the Guest Department for any training provided under the terms of this Agreement, unless it is a cost that cannot be covered by the Host Department such as, cost per student or cost of a certificate. Further, any such training will be provided on a space available basis only.
11. The Guest Department and/or its members will be solely responsible for the payment of any and all costs necessary for the Guest Department personnel to attend any training provided by the Host Department including, but not limited to, lodging, meals and travel.
12. This Agreement is entered into voluntarily by both Parties with no obligation on the part of either to provide such training to the other or, if such training is offered to the other Party, to participate in such training.
13. The Guest Department is responsible for ensuring that its members observe all rules, regulations, and

guidelines established by the Host Department for training provided by the Host Department, as such rules, regulations and guidelines are made known to the Guest Department.

14. The Host Department reserves the right to deny training to any member of the Guest Department who does not meet the prerequisites necessary to attend the training which is offered by the Host Department under the terms of this Agreement.

Execution of this Agreement:

15. This Agreement shall become effective upon the date annotated above, and shall remain in full force and effect until cancelled by mutual agreement of the Parties, or upon the provision of at least sixty (60) days advance written notice from the Party desiring to terminate this Agreement to the other Party. Upon becoming effective, this Agreement shall supersede all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

Resolution Approving Financing Terms

WHEREAS: Currituck County, North Carolina (the "County") has previously determined to undertake a project for the Whalehead Subdivision Drainage Improvements – Phase I (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The County hereby determines to finance the Project through Branch Banking and Trust Company ("BB&T"), in accordance with the proposal dated December 9, 2009. The amount financed shall not exceed \$2,100,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 4.13%, and the financing term shall not exceed ten (10) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the County are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and a Project Fund Agreement as BB&T may request.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve

changes to any Financing Documents previously signed by County officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The County shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The County hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The County intends that the adoption of this resolution will be a declaration of the County's official intent to reimburse expenditures for the project that is to be financed from the proceeds of the BB&T financing described above. The County intends that funds that have been advanced, or that may be advanced, from the County's general fund, or any other County fund related to the project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of County officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

RESOLUTION OF SUPPORT

WHEREAS, Albemarle RC&D Council, Inc. is a local non-profit tax exempt charity serving the Albemarle region which includes Currituck County, and

WHEREAS, Albemarle RC&D Council, Inc. has a mission to promote environmental quality and conservation while working to ensure sustained economic development, and

WHEREAS, Albemarle RC&D Council, Inc. has completed over 99 projects since 1972 benefiting the citizens in the Currituck County service area, and

WHEREAS, Albemarle RC&D Council, Inc. is committed to continuing to serve the citizens in the Currituck County service area, and

WHEREAS, All programs and services of Albemarle RC&D Council, Inc. are offered on a non-discriminatory basis, without regard to race, color, national origin, religion, sex, sexual orientation, age, marital or family status, disability or political beliefs.

BE IT RESOLVED that we, the Currituck County Commissioners fully support Albemarle RC&D Council, Inc. and the work this organization does to make our communities better places in which to live and work.

BE IT FURTHER RESOLVED that this resolution be spread upon the Meeting Minutes of the Currituck County Board of Commissioners on January 4, 2010, as a permanent record of the achievements of Albemarle RC&D Council, Inc.

RESOLUTION TO REQUEST THAT NORTH CAROLINA COASTAL TOWNS AND COUNTIES JOIN WITH THE COUNTY OF CURRITUCK IN ASKING THAT FEMA'S NATIONAL FLOOD INSURANCE PROGRAM (NFIP) SUPPORT FLOOD INSURANCE CLAIMS FOR DAMAGES TO STRUCTURES SUFFERING GRADUAL COASTAL EROSION

Whereas, the Federal Emergency Management Agency (FEMA) is responsible for administering the National Flood Insurance Program (NFIP); and

WHEREAS, the NFIP does not currently cover damages as a result of gradual coastal erosion; and

WHEREAS, Many of the nation's coastlines are being developed with homes and vacation resorts with the result being an increasing number of structures built on erosion-prone shores; and

WHEREAS, Property owners favor leaving their oceanfront structures on the beach and not removing them, even if there is not chance of the structure becoming habitable, as monetary support is not provided until the structure's foundation is submerged in the ocean; and

WHEREAS, There would be strong incentive for property owners to remove their endangered oceanfront structures in a much more expeditious and safe manner if the NFIP supported flood insurance claims as soon as a structure became uninhabitable.

NOW, THEREFORE, BE IT RESOLVED, that the Currituck County Board of Commissioners does hereby call upon the coastal counties and towns of North Carolina to join with them in the request that FEMA's National Flood Insurance Program support flood insurance claim for damages as a result of gradual coastal erosion.

**COUNTY OF CURRITUCK
CAPITAL PROJECT ORDINANCE**

BE IT ORDAINED by the Currituck County Board of Commissioners, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

SECTION 1. The projects authorized are design, construction management and construction of sewer force main from the Moyock Welcome Center to the Moyock Commons Sewer Plant.

SECTION 2. The following amounts are appropriated for the project:

Professional Services/Design & Construction Mgmt	\$	80,450
Contracted Services		
Force Main construction	\$	1,110,725
Dominion Power connections	\$	15,000
Reimbursable Expenses	\$	10,000
Contingency (7%)	\$	84,500
		<u>\$ 1,300,675</u>

SECTION 3. The following revenues are available to complete this project:

Water tap fees	\$	204,750
Rural Center Economic Infrastructure grant	\$	540,000
Transfer from Capital Improvements	\$	555,925
		<u>\$ 1,300,675</u>

SECTION 4. The Finance Director is hereby directed to report, on a quarterly basis, on the financial status of each project element delineated in Section 2 above.

SECTION 5. SPECIAL APPROPRIATIONS AND RESTRICTIONS

The Budget Officer is hereby authorized to transfer appropriations within the fund as contained herein under the following conditions:

- a. He may transfer amounts between object line items within the fund up to One Thousand dollars (\$1,000).

SECTION 6. CONTRACTUAL OBLIGATIONS

The County Manager is hereby authorized to execute contractual documents under the following conditions:

- a. He may execute contracts for construction or repair projects which do not require formal competitive bid procedures.
- b. He may execute contracts for (1) purchases of apparatus, supplies, and materials, or equipment which are within the budgeted departmental appropriations; (2) leases of personal property for a duration of one year or less and within budgeted departmental appropriations; and (3) services which are within budgeted departmental appropriations.
- c. He may execute contracts, as the lessor or lessee of real property, which are of a

duration of one year or less which are within the budgeted departmental appropriations.

SECTION 7. USE OF BUDGET ORDINANCE

The Budget Officer and the Finance Director shall use this capital project ordinance for administration of the budget and for the accounting system.

Commissioner's Report

Chairman O'Neal stated that the board will meet with the Camden and Pasquotank Boards to discuss OLF.

The Board wished all a happy new year.

County Manager's Report

No comments

Closed Session:

According to GS 143-318.11(3) to consult with attorney in order to preserve the attorney-client privilege

Commissioner Nelms moved to go into closed session as stated above. Commissioner Taylor seconded the motion. Motion carried.

Adjourn

After reconvening from closed session, no action was taken.

There being no further business, the meeting adjourned.