



**BOARD OF COMMISSIONERS
AGENDA**

SEPTEMBER 19, 2011

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REVISED

Currituck County
Board of Commissioners Agenda
Historic Currituck County Courthouse

Date: Monday, September 19, 2011 Time: 7:00 PM

Work Sessions

6:00 p.m. Beach Driving Committee Report

Regular Agenda

- 7:00 p.m. Invocation
 Pledge of Allegiance
- Item 1 Approval of Agenda
- Item 2 Public Comment
Please limit comments to items not appearing on the regular agenda, please limit comments to 3 minutes.
- Item 3 **Dr. Edward Houser, presentation on free Dental Clinic**
- Item 3A Presentation by Sentara Group
- Item 4 **Public Hearing and Action:** PB 11-06 Currituck County: Request to amend the Unified Development Ordinance, Chapter 4: Overlay Districts to establish an Airport Overlay District and an amendment to the zoning map.
- Item 5 **Appointment to Jury Commission**
- Item 6 **Appointments to Stormwater Advisory Board**
- Item 7 **Appointments to Whalehead Solid Waste Service District Advisory Board**
- Item 8 **Consent Agenda:**
 1. Resolution to declare 2002 Jeep surplus
 2. Joint Lease Agreement for School and County Facility

3. Resolution to approve Branch Bank and Trust as Financing bank for the Southern Outer Banks expansion and refinancing of existing loan.
4. Resolution designating Finance Director and County Manager as authorized agents for the County of Currituck for items relating to Hurricane Irene
5. Firemen's Relief Fund appointments for Carova Beach, Corolla, Crawford and Lower Currituck Fire Departments
6. Resolution Authorizing withdrawal of Ocean Hill I, streets from Public Dedication
7. Purge DSS Eligible files
8. Confirmation of Order to deny SUP for R.F. London, Inc.
9. Approval of August 15, 2011, Minutes
10. Approval of ITT Exelis-Assignment of Lease Agreements
11. Ratification and Authorization of County Manager to execute easement for Dominion Power service to Community Center Building
12. Budget Amendments

Item 9 Commissioner's Report

Item 10 County Manager's Report

Item 11 **Closed Session:**

1. According to GS 143-318.11.(6) to discuss personnel and (3) to consult with an attorney in order to preserve the attorney-client privilege

Adjourn



Currituck County

Department of Planning
Post Office Box 70
Currituck, North Carolina 27929
252-232-3055
FAX 252-232-3026

MEMORANDUM

To: Board of Commissioners
From: Planning Staff
Date: September 12, 2011
Re: Proposed Airport Overlay District

The attached amendment to the Unified Development Ordinance, submitted by the Currituck County Planning Department, proposes to establish an Airport Overlay District. The general purpose of the proposed overlay district is to protect and preserve the Currituck County Regional Airport and surrounding properties from incompatible land uses. Continued growth of the airport, including investment in the surrounding area, plays an important role in the future economic prosperity of the county. The overlay district is a planning tool intended to implement this vision.

Overlay districts are zoning designations that modify or establish additional use restrictions or standards for a defined geographic area. This request includes a text amendment to the UDO and a zoning map amendment. Both actions are required to create an overlay district. The boundaries of the overlay district are based on recommendations from the Federal Aviation Administration and will be shown on the Currituck County Official Zoning Map.

Establishment of the airport overlay is an implementation step in the recently adopted Maple-Barco Small Area Plan. In developing the overlay, county staff held two public input meetings, met with the Airport Advisory Board, conducted a public hearing with the Planning Board, and held a work session with the Board of Commissioners. Proposed standards include limiting the height of structures within airport approach zones, requiring full cut-off light fixtures for nonresidential uses, requiring airport disclosure statements to accompany land transactions, promoting vehicle and pedestrian interconnectivity among parcels of land, prohibiting uses that may affect the county potable water supply, and limiting incompatible uses and residential densities in close proximity to the airport.

Enclosed is a copy of the Planning Board meeting minutes, draft ordinance, boundary map of the overlay district, and frequently asked questions. Should you have additional questions, please contact the Planning Department at your convenience.

PLANNING BOARD DISCUSSION (March 8, 2011 meeting)

Mr. Klemt stated his biggest concerns are the disclosure statement. Property values will decrease within the overlay boundaries.

Mr. Snowden stated he mailed out 300 cards to residents to speak out against this request. Mr. Snowden stated this request does not protect surrounding properties it solely protects the airport. Restrictions are being put on the surrounding property owners, i.e. height, lighting, and density. Buffering is a major concern. This is zoned heavy manufacturing and there are no hours of operation and no limitation on traffic. This is a business. Mr. Snowden is concerned how this will affect property values. Mr. Snowden talked about residents who own property within Zone 1 which will be impacted because the residents will not be able to subdivide. Value is being taken away. Mr. Snowden talks about Zones 2 and 3 and how residents will be affected. Bells Island should be apart of the overlay district. Mr. Snowden is concerned with the interference, disclosure statement, the Airport Board has not made a recommendation on the request and no more airpark neighborhoods. The county is protecting their assets but they are not protecting the citizens around the airport. Mr. Snowden is asking that this request be denied to protect the neighbors of the airport and not the applicant.

Ms. Marshall stated she lives in Wooded Acres and is asking the board to deny this request.

Ms. Snowden stated she does not have a problem with the airplanes and has lived on Maple Road for over 50 years. The county took property from her to lengthen the airport. Ms. Snowden is not in support of the overlay request and she doesn't like the county telling her what she can and cannot do with the rest of her property.

Mr. Jefferies stated the small planes don't bother him. He is concerned with property values decreasing.

Mr. Porter stated the sound factor has increased over the 26 years since they have lived here. He is concerned with property values decreasing. Mr. Porter stated the county has not been fair in the way they have handled this request.

Mr. Woody stated the county has held several public meetings over the past 2 years. Disclaimers seem to be a big issue. An option is to record a disclaimer with the Register of Deeds, or disclaimers may be recorded on a plat. Determining how the airport will grow responsibly and continue to be an economic impact for the county, and be respectful to neighbors is a challenge. Mr. Woody talked about subdivision density and flight paths. Mr. Woody stated the Airport Advisory Board suggested Bells Island be included in the overlay district and the boundaries proposed by staff are taken directly from FAA recommendations.

Mr. West stated the airport is an economic tool for the county and it will grow. Mr. West stated he does sympathize with the property owners that are affected. Mr. West stated some disclosure statements have been put on subdivisions which are next to farm land so the buyer would know there may be dust, noise, or agricultural activity. Mr. West stated he is concerned that the Airport Advisory Board has not had time to discuss this request.

ACTION

Mr. West moved to table PB 11-06 until the next scheduled meeting. Ms. Newbern seconded the motion. Motion carried unanimously.

PLANNING BOARD DISCUSSION (May 10, 2011 meeting)

Mr. Woody stated staff met with the Airport Advisory Board on April 20 and the following issues were discussed: impact zone terminology, residential densities and property values, expansion of the existing Airpark, airport buffering, stormwater ponds and waterfowl, and disclosure requirements. The Airport Advisory Board did not take action on the Overlay District, and staff subsequently requested an additional meeting. This request will be brought back to the Planning Board once the Airport Advisory Board has taken action.

Mr. West stated he received a call from Joanne Snowden concerning being able to give her children or grandchildren property to build a home on that she owns. Ms. Snowden is in a unique situation in that the county acquired some of her property to extend the runway a time back. Now if she wants to give her children or grandchildren property she could only do it one time with the amount of acreage she has. Mr. West is asking that Ms. Snowden be grandfathered and use the same restrictions that are used for any other family subdivision in the county so she can give her children or grandchildren land to build on.

Mr. Woody stated this request is reasonable.

Mr. Clark asked since her property is in the red zone will the FAA have anything to say about it.

Mr. Woody stated the county wants to create an airport environment that allows the county to continue to get funding and promotes compatibility with the surrounding area. Ninety percent of the funding for the airport typically comes from the state through the FAA. Mr. Woody stated that when the airport runway is extended to 7,000 feet and it has a parallel taxi lane this will facilitate an increased amount of air traffic.

The Planning Board talked about the flight path.

ACTION

No action taken.

PLANNING BOARD DISCUSSION (June 14, 2011 meeting)

Mr. Woody reviewed the impact zone terminology, residential densities, expansion of the existing Airpark, stormwater ponds and waterfowl and disclosure requirements.

Mr. Midgette asked Mr. Woody to explain what has been done for Ms. Snowden.

Mr. Woody stated Ms. Snowden's property is located in the red area which is Zone 1. Family subdivisions have been excluded from this requirement so Ms. Snowden would have the ability to divide her property into one acre lots provided these lots are given to her family.

Mr. West asked if this requirement is part of the Unified Development Ordinance (UDO) that specifies in Zone 1 family subdivisions shall have a minimum lot size of five acres.

Mr. Woody stated it is in another part but clarification could be made with this section of the UDO.

Mr. West asked that Zone 2 also be included.

ACTION

Mr. West moved to approve PB 11-06 with the zoning clarification to Zone 1 and Zone 2 due to its consistency with the 2006 Land Use Plan and that the request is reasonable and in the public interest and promotes orderly growth and development. Mr. Clark seconded the motion. Motion carried unanimously.

Airport Overlay District UDO AMENDMENT REQUEST

An amendment to the Unified Development Ordinance Chapter 4: Overlay Districts to establish and Airport Overlay District.

BE IT ORDAINED by the Board of Commissioners of the County of Currituck, North Carolina that the Unified Development Ordinance of the County of Currituck be amended as follows:

Item 1: That Chapter 4: Overlay Districts, Section 4.4 is amended by deleting the Residential Airpark Development Overlay provisions and adding the following language:

Section 4.4 Airport Overlay (AO)

4.4.1 Purpose

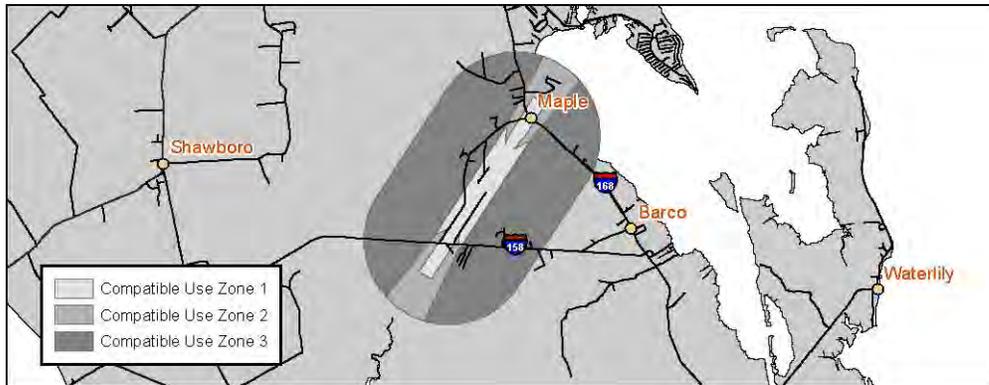
The purpose of the Airport Overlay District is to protect and preserve the Currituck County Regional Airport and surrounding properties from incompatible land uses and to:

- A. Protect and promote the general health, safety, welfare, and economy of the airport area;
- B. Promote and encourage aviation related industries and compatible nonresidential uses to locate in close proximity to the airport;
- C. Protect the character and stability of existing land uses in the vicinity of the airport;
- D. Promote interconnectivity among parcels that encourages the use of multimodal transportation and creates an integrated transportation network;
- E. Preserve natural resources that may be affected by harmful land uses or airport operations;
- F. Promote sustainable development patterns that are consistent with the Maple-Barco Small Area Plan and Airport Layout Plan Update.

4.4.2 Establishment and Applicability

- A. Development and use of properties within the Airport Overlay District shall be subject to the standards of this district. In the case of conflict between the standards of the Airport Overlay District and other standards of this Ordinance, the overlay standards shall control.

- B. The following map depicts the approximate location of the Airport Overlay District. In the case of conflict between the map in this subsection and the Official Zoning Map, the Official Zoning Map shall control.



4.4.3 Airport Compatible Use Zone Requirements

In order to promote and encourage aviation related industries and compatible nonresidential uses to locate in close proximity to the airport, the Airport Overlay District is hereby further divided into compatible use zones as recommended by the Federal Aviation Administration and depicted on the Official Zoning Map. The zones and special requirements are hereby established as follows:

- A. Compatible Use Zone 1: Those areas located within the airport runway protection zone.
1. The subdivision of land for residential purposes, excluding family subdivisions, shall have a minimum lot size of four acres.
 2. Allowable uses shall be limited to detached single-family dwellings, conservation, agriculture, agriculture-supporting businesses, airport operations, aviation related uses, or nonresidential uses that do not exceed an occupancy of five people per acre.
- B. Compatible Use Zone 2: Those areas located within the airport approach zone.
1. The subdivision of land for residential purposes, excluding family subdivisions, shall have a minimum lot size of three acres.
 2. Allowable uses shall be limited to detached single-family dwellings, conservation, agriculture, agriculture-supporting businesses, airport operations, aviation related uses, or nonresidential uses that do not exceed an occupancy of 40 people per acre.
- C. Compatible Use Zone 3: Those areas located within the airport traffic pattern zone.

1. The subdivision of land for residential purposes shall be subject to the minimum lot size requirements of the base zoning district.
2. Allowable uses shall be limited to those permitted in the base zoning district, provided gross residential density does not exceed one dwelling unit per acre.

4.4.4 Overlay Special Requirements

The following general standards shall apply to all development in the Airport Overlay District:

A. Lighting

1. Floodlights, spotlights, recreational lighting, or other lighting devices that are not shielded or angled to prevent illumination in an upward direction are prohibited. Exterior luminaires installed or utilized for nonresidential uses shall be full cut-off fixtures.



2. Lighting that makes it difficult for pilots to identify airport lights, results in glare in the eyes of pilots using the airport, impairs visibility in the vicinity of the airport, or otherwise endangers or interferes with the landing, takeoff, or maneuvering of aircraft intending to use the airport is prohibited.
3. The provisions of this subsection shall not apply to airport lighting used for navigational purposes in accordance with Federal Aviation Administration requirements.

B. Interference

1. Electronic impulses or signals that interfere with radio communications between aircraft and the airport or that interfere with established navigation aids are prohibited.
2. Any operation or use that emits smoke, dust, visible fumes or vapors into the atmosphere that would interfere with the safe navigation of aircraft using the airport is prohibited.

C. Disclosures

1. Final subdivision plats, master plans, site specific development plans, or any other document filed as part of any approval process with Currituck County shall contain the following disclosure statement: "All or a portion of this property lies within the Airport Overlay District. Persons on the premises may be exposed to noise and other effects as may be inherent in airport operations. Currituck County has placed certain restrictions on development and use of property within this overlay."
2. Real estate transactions involving properties either wholly or partially located within the Airport Overlay District shall give full written disclosure of the restrictions on development and use of property within this overlay to the prospective purchaser in accordance with the N.C. Residential Property Disclosure Act (NCGS 47E). An Airport Overlay Disclosure Form is available in the Currituck County Development Review Process Manual.

D. Multimodal Transportation

1. An interconnected multimodal transportation system is necessary to promote alternate forms of travel, allow the safe movement of pedestrians between destinations, and provide for passive recreational opportunities. Multimodal connectivity shall be provided to existing or planned street networks, sidewalks, trail systems, or pedestrian destinations as determined by the Technical Review Committee.
2. Within all subdivisions or nonresidential developments, sidewalks shall be required along one side of proposed streets or private drives. The Technical Review Committee may approve an alternative circulation plan provided similar connectivity and accessibility is achieved within the development.
3. Prior to the issuance of any permit for development, parcels abutting US 158 shall reserve a 20 foot public access easement along the property line adjoining the roadway.

E. Natural Resources

1. In no case shall hazardous materials or other harmful substances be stored, handled, treated, used, produced, recycled, or disposed of in a way that would pose a significant hazard to any surface or groundwater resource.
2. The development and use of land shall meet the requirements of the Currituck County Wellhead Protection Plan. Any use or activity determined by the Administrator to pose a significant groundwater hazard to the county's mainland public water supply shall be prohibited.

3. Stormwater management facilities shall be designed, engineered, constructed, and maintained not to attract waterfowl. This may include but is not limited to the use of riparian buffers, vegetative benches, wire gridding, or other techniques approved by the Technical Review Committee.

F. Height Restrictions: in order to carry out the height requirements of this subsection there are hereby created and established certain zones which include all of the land lying beneath the approach surfaces, transitional surfaces, horizontal surfaces, and conical surfaces as they apply to the airport. The location and boundaries of the height restriction zones established by this ordinance are shown on a geographic coverage layer "Airport Height Restriction Zones" that is maintained as part of the County's geographic information system (GIS) under the direction of the Planning Director. An area located in more than one of the following zones is considered to be only in the zone with the more restrictive height limitation. The various zones and height limitations are hereby established and defined as follows:

Zone	Description
Run-way Approach Zone	The inner edge of this approach zone coincides with the width of the primary surface and is 1,000 feet wide. The approach zone expands outward uniformly to a width of 16,000 feet at a horizontal distance of 50,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
	Height Restriction
Transitional Zones	Description
	The transitional zones are the areas beneath the transitional surfaces.
	Height Restriction
Horizontal Zone	Description
	The horizontal zone is established by swinging arcs of 10,000 feet radii from the center of each end of the primary surface of each

	runway and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal zone does not include the approach and transition zones.
	Height Restriction
	One hundred fifty feet above the established airport elevation.
Conical Zone	Description
	The conical zone is established as the area that commences at the periphery of the horizontal zone and extends outward there from a horizontal distance of 4,000 feet.
	Height Restriction
	Slopes 20 feet outward for each foot upward beginning at the periphery of the horizontal zone and at 150 feet above the airport elevation and extending to a height of 350 feet above the airport elevation.

4.4.5 Nonconformities

- A. Any Residential Airpark Development having been given preliminary plat approval prior to **INSERT ADOPTION DATE** shall be deemed legally nonconforming and subject to the following requirements:
1. Minimum lot size is 40,000 square feet.
 2. Accessory structures (aircraft hangers) shall not be occupied until the principle structure has received a certificate of occupancy.
 3. Right-of-ways shall be a minimum of 60 feet in width, accommodate both aircraft and vehicles, and must be properly maintained by the developers of the residential airpark or their assigns.
 4. Any associated improvements onto airport property shall be paved and maintenance shall be the responsibility of the developers of the residential airpark or their assigns.

Chapter 17 Definitions

Airport Approach Zone

An area that is longitudinally centered on the runway centerline and extends outward and upward from each end of the primary surface. An approach zone is applied to each end of each runway based on the type of approach available or planned for that runway end.

Airport Compatible Use Zone

Defined areas on and off airport property that are zoned to ensure airport compatible land uses. In "Land Use Compatibility and Airports," the Federal Aviation Administration recommends this approach to identify and implement land use controls for low-activity airports without significant aircraft noise exposure contours. The compatible use zones

include the airport runway protection zone, the airport approach zone, and the airport traffic pattern zone.

Airport Runway Protection Zone

An area centered along the extended runway centerline that is used to enhance the safety of aircraft operations. The runway protection zone dimensions are functions of the design aircraft, airport conditions, and future development projections.

Airport Traffic Pattern Zone

An area centered on the runway protection zone that is used to enhance the compatibility of uses in close proximity to an airport. The traffic pattern protection zone dimensions are based on total runway length and airport capacity.

Item 2: The provisions of this Ordinance are severable and if any of its provisions or any sentence, clause, or paragraph or the application thereof to any person or circumstance shall be held unconstitutional or violative of the Laws of the State of North Carolina by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions which can be given effect without the invalid provision or application.

Item 3: This ordinance amendment shall be in effect from and after the _____ day of _____, 201__.

Board of Commissioners' Chairman
Attest:

Gwen H. Keene
Clerk to the Board

DATE ADOPTED: _____
MOTION TO ADOPT BY COMMISSIONER: _____
SECONDED BY COMMISSIONER: _____
VOTE: ____AYES____NAYS_____

PLANNING BOARD DATE: _____
PLANNING BOARD RECOMMENDATION: _____
VOTE: _____AYES _____NAYS _____
ADVERTISEMENT DATE OF PUBLIC HEARING: _____
BOARD OF COMMISSIONERS PUBLIC HEARING: _____
BOARD OF COMMISSIONERS ACTION: _____
POSTED IN UNIFIED DEVELOPMENT ORDINANCE: _____
AMENDMENT NUMBER: _____

COUNTY OF CURRITUCK
JURY COMMISSION

- Margaret Dozier - Appointed by Clerk of Court
- Vivian Simpson - Board of Commissioners appointment
- Dorothy H. Jones - Appointed by Senior Resident
Superior Court Judge Tillett
947 Waterlily
Coinjock, NC 27923

MEMORANDUM

TO: Gwen
FROM: Kim Ferrell, Currituck SWCD
DATE: August 24, 2011
SUBJECT: Stormwater Advisory Board terms

Gwen, please have board of commissioners reappoint the following stormwater advisory board members for three year terms 6/30/11 – 6/30/13: Wade Morgan, Charlie Dozier, Michael Cherry. All three have agreed to serve another term.

Any questions, please contact me. Thank you.

Kim D Ferrell

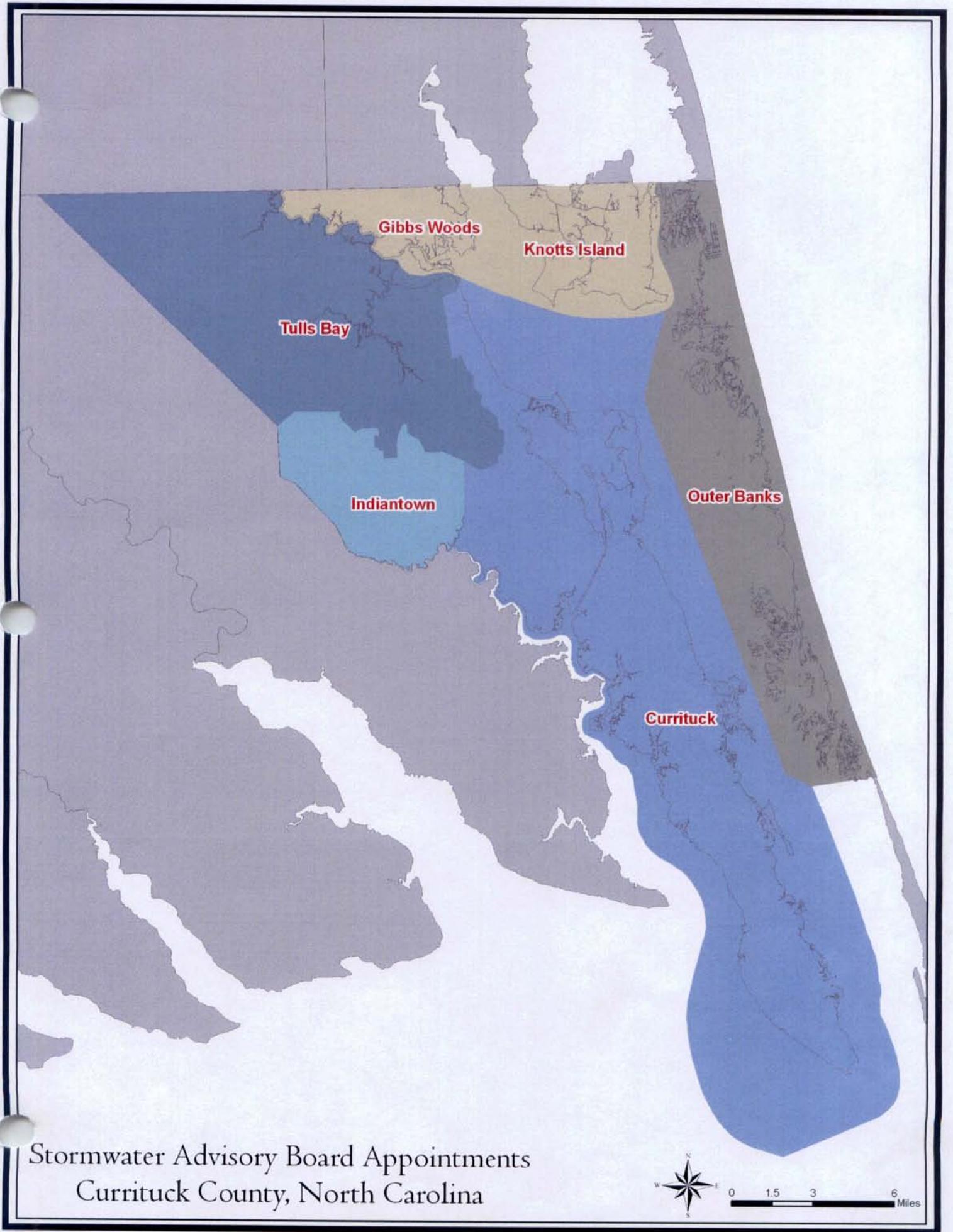
Kim D. Ferrell
District Administrator
Currituck SWCD
232-3360

STORMWATER ADVISORY BOARD MEMBERS

APPOINTED BY BOC 6/4/07

	<u>Term</u>	
<p>Jerry Old (Chairman) (Tulls Bay Watershed) PO Box 505 Moyock NC 27958 Cell: 207-3002 Home: 232-3861 e-mail: currituckhomes@embarqmail.com</p>	<p>2/09 – 6/30/12 (3 year term)</p>	
<p>Wade Morgan (Indiantown Watershed) 627 Juniper Ridge Rd Shawboro NC 27973 Cell: 207-2888 Home: 232-2139 e-mail: rbros@169ng@gmail.com</p>	<p>2/09—6/30/11 ✓ (2 year term)</p>	
<p>Charlie Dozier (Currituck Watershed) PO Box 262 Jarvisburg NC 27947 Cell: 202-2444 Home: 491-2444 e-mail: cdozier@embarqmail.com</p>	<p>2/09—6/30/11 ✓ (2 year term)</p>	
<p>Michael Cherry (Outer Banks Watershed) 530 Ocean Trail Corolla NC 27927 Home: 453-3415 Cell: 267-6677 e-mail: sollifceast@yahoo.com</p>	<p>2/09—6/30/10 (1 year term) 6/30/10 – 6/30/11 ✓ (reappointed)</p>	
<p>Harold Capps, Sr. (Knotts Is/Gibbs Woods Watershed) 188 Blue Heron Lane Knotts Island NC 27950 Cell: 757-636-2615 Home: 429-9026 Work: 429-3770 e-mail: hccapps@cox.net</p>	<p>2/09—6/30/12 (3 year term)</p>	

Updated: 8/11



Stormwater Advisory Board Appointments
Currituck County, North Carolina

July 25, 2011

The Honorable O. Vance Aydlett Jr.
Currituck County Board of Commissioners
P.O. Box 39
Currituck NC 27929

RE: Nominees to Currituck County's Advisory Board for the Whalehead Solid Waste Service District

Dear Chairman Aylett:

As you know, the Whalehead Solid Waste Service District was created in June 2011. County Engineer Eric Weatherly has requested that the Whalehead Property Owners Association submit the names of members and property owners who are willing to serve on the Advisory Board.

Accordingly, I am pleased to nominate the following Whalehead property owners with suggested staggered terms for each to allow Advisory Board continuity:

3-year term beginning at BOC approval
Jack Riggle, Chair (resident 839 Corolla Drive)
P.O. Box 550
Corolla, N. C. 27927
252.457.6457
Jack@JackandCarolRiggle.com

2-year term beginning at BOC approval
Robert P. Collins (resident 1024 Lighthouse Drive)
1024 Lighthouse Drive
Corolla, NC 27927
252.453.4060
RobertPCollins@charter.net

1-year term beginning at BOC approval
Dennis Umberger (resident 1002 Corolla Drive)
P.O. Box 352
Corolla, N.C. 27927
252.453.9875
dlumb27927@gmail.com

2-year term beginning at BOC approval
Sandra LaRue (resident 835 Whalehead Drive)
P.O. Box 428
Corolla, N.C. 27927
252.597.1266
sandy@corollabeachrealty.com

3-year term beginning at BOC approval
Tim Bostaph (owner 1059 Corolla Drive)
12743 Kinship Drive
Herndon, VA 20171
252.453.4044
tbostaph@hotmail.com

The above-named Advisory Board nominees stand ready to assist the County in policy and execution of work required for the Whalehead Solid Waste Service District.

Please make the Chair, Jack Riggle, the County's principal point of contact with the Advisory Board.

Sincerely,



Ron Harman
President of WPOA
10285 Berkeley Manor Dr.
Mechanicsville, VA 23116

Cc: Mr. Dan Scanlon, County Manager
Mr. Eric Weatherly, County Engineer
Ms. Brenda McQueen, Director Public Works

REPORT ON THE CREATION OF THE WHALEHEAD BEACH SERVICE DISTRICT FOR SOLID WASTE COLLECTION AND DISPOSAL

To establish an entity for the purpose of financing, maintaining and providing for enhanced solid waste collection and disposal within Whalehead Club Subdivision there is proposed the creation of the Whalehead Service District for Solid Waste Collection and Disposal.

Identified Need for Service District

Platted in 1972, Whalehead Club Subdivision consists of 864 lots of which 748 are improved with single-family residential dwellings. Located in the community of Corolla on the Currituck Outer Banks, Whalehead Club Subdivision is attractive to tourists resulting in the weekly rental of a high number of the single-family residential structures within Whalehead Club Subdivision particularly from May to September of each year. There is observed that the transitory tourist population generates within Whalehead Club Subdivision a significant amount of solid waste from May to September and that the subdivision would receive benefit from an additional day of solid waste collection during peak tourist season. There is further observed that (1) on days that solid waste is collected a large number of solid waste containers are left along streets and become a nuisance and hazard due to spillage of solid waste and the impediment to motor vehicle and pedestrian traffic along streets and, (2) at the end of peak tourist season bulk waste such as furniture and appliances are placed along street rights-of-way for long periods of time without pickup. Consequently, the Whalehead Property Owner's Association has requested the creation of a service district to finance and provide throughout Whalehead Club Subdivision an additional day for solid waste collection from May to October of each year, solid waste container roll back service and additional bulk waste collection service in order to preserve and enhance the aesthetics of the Whalehead Club Subdivision and reduce the nuisance and hazard arising from current conditions within the subdivision

Resident Population and Population Density

Primarily a vacation destination area, the year round population of Whalehead Club Subdivision is only approximately 50 people. There are presently 748 single-family residential structures located on the 864 parcels of land within the subdivision. With most of these 748 single-family residential structures rented from approximately May to September each year, it is estimated that the seasonal population swells to approximately 8,500 people weekly during peak periods.

Appraisal Value of Property Subject to Taxation in the Proposed Service District

The assessed valuation of property subject to taxation in the proposed service district is \$963,000,000. The current real property tax rate, which includes the proposed service district area, is 32 cents (\$0.32) per \$100.00 valuation. An existing Whalehead

Service District for drainage services has assessed a tax rate in the amount of 5 cents (\$0.05) per \$100.00 valuation and that district's advisory board has pending before the Currituck County Board of Commissioners a request to increase that tax by 4 cents (\$0.04) per \$100.00 valuation beginning Fiscal Year 2011-2012. A proposed 1.5 cent (\$0.015) per \$100.00 valuation service district tax for the proposed Whalehead Service District for Solid Waste Collection and Disposal will raise an estimated \$144,450.00 per year. If the existing district tax is increased as proposed and the new district is created with the tax rate proposed, then the total tax rate for property in Whalehead Club Subdivision will be 42.5 cents (\$0.42) per \$100.00 valuation. It should be noted that although this initial tax rate has been suggested by the Whalehead Property Owners Association, the Currituck County Board of Commissioners, as the governing body of the service district, will make the final decision on any tax rate. The tax rate may be higher or lower, and it may change from year to year.

Plan for Providing Enhanced Solid Waste Collection and Disposal Services Within the Proposed Service District

It is anticipated that the proposed service district will contract with private contractors for an additional day of solid waste collection and solid waste container roll back service during peak tourist season and additional bulk waste collection to remove from within Whalehead Club Subdivision large items cleared from single-family residential structures and placed along street rights-of-way at the end of the peak tourist season.

R E S O L U T I O N

WHEREAS, the Board of Commissioners of Currituck County, North Carolina during its regularly scheduled meeting held on September 19, 2011 authorized the following, pursuant to GS 160A and 270(b), that the property listed below, be sold at auction or by advertised sale:

<u>Asset Tag</u>	<u>Description</u>	<u>Serial Number</u>
5623	2002 Jeep	1J4GW48S72C304819

ADOPTED, this 19th day of September, 2011.

O. Vance Aydlett
Currituck County Board of
Commissioners

ATTEST:

Gwen H. Keene, CMC
Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF CURRITUCK

JOINT USE AGREEMENT FOR SCHOOL AND COUNTY FACILITIES

THIS AGREEMENT, made and entered into as of the _____ day of _____ 2011, by and between the COUNTY OF CURITUCK (hereinafter referred to as the “County”) and the CURRITUCK COUNTY BOARD OF EDUCATION (hereinafter referred to as the “Board”).

WITNESSETH

THAT WHEREAS, the parties recognize that joint cooperation and action between the Board and County shall ensure that the best facilities and services are provided to the citizens of Currituck County with the least expenditure of public funds; and

WHEREAS, the Board, and County are mutually interested in quality education and recreation programs for Currituck County students and citizens; and

WHEREAS, the Board and County are authorized to enter into agreements with each other to do any and all things necessary or convenient to aid and cooperate in the cultivation of citizenship by providing quality programs and facilities; and

WHEREAS, community use of school property and facilities is encouraged by the Community Schools Act N.C.G.S. 115C-203 *et.seq.*; and

WHEREAS, the Board desires to share the uses of Currituck County’s public school outdoor and indoor facilities, where appropriate, with the Currituck County Parks and Recreation Department (hereinafter referred to as the “Department”) an operating department of the County, for the purpose of helping to accommodate Board activities, and County sanctioned educational, recreational, and/or leisure activities for the citizens of Currituck County; and

WHEREAS, the Board has determined that such facilities are not needed for school purposes at all times before and after normal school hours, on Saturdays, Sundays, and school holidays and vacations;

WHEREAS, the County desires to share the uses of Currituck County’s public outdoor and indoor facilities, where appropriate, with the Board, for the purpose of helping accommodate County activities, and Board sponsored activities for the citizens of Currituck County, and

WHEREAS, the Board and County desire to set forth the terms, conditions and guidelines for the shared use and maintenance of such facilities by the Board and the County.

WHEREAS, the Board and County are authorized to enter into this Agreement pursuant to the provisions of N.C.G.S. 115C, Article 13; N.C.G. S. 115C-518; and N.C.G.S. 115C-524:

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained and as permitted by G.S. Ch.115C, Art.13; G. S. 115C-518; G.S. 115C-524; and G.S. 160A-274; and the parties do hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of _____, 2011 (the “Effective Date”). The initial term of the Agreement shall commence on the Effective Date and shall end on June 30, 2012. This Agreement shall be automatically extended for each successive twelve-month period (July 1 – June 30) thereafter (the “Extension Periods”) unless either party hereto shall give to the other party written notice of its intention to terminate this Agreement on or before March 1 immediately preceding any such Extension Period.

2. Description of School Facilities. For the purposes of this Agreement,

“Schools” shall mean all Currituck County elementary, middle, and high schools now owned or hereinafter acquired. However, nothing herein contained shall require the Board to maintain ownership of any particular school or other property and upon disposition of any School by the Board, such School shall be deleted from the provisions of this Agreement. “Outdoor Facilities” shall mean all play fields, including ball fields and soccer fields, playgrounds of the Schools, including auxiliary buildings such as restrooms, concession stands, and dressing/locker rooms. “Major Indoor Facilities” shall mean the gymnasiums, multi-purpose rooms and auditoriums of the Schools. “Optional Indoor Facilities: shall mean the media center, cafeterias, special rooms (visual art, music, dance, drama, fitness, etc.), classrooms and other indoor spaces of the Schools. The Outdoor Facilities, Major Indoor Facilities and Optional Indoor Facilities are collectively referred to herein as “School Facilities.” School facilities does not include equipment or offices or any areas where confidential student or personnel data is stored or used.

3. Description of County Facilities. For the purpose of this Agreement, “County Facilities” shall mean any property or building currently owned by Currituck County or any property or building that is hereinafter acquired by the County.

4. Priority For Use of School Facilities. The use of School Facilities shall be shared by the Board and the County in the following priority:

a. Currituck County Schools and school-sponsored activities shall have first priority in the use of all School Facilities at all times for school activities and any activities approved by the Board. “School Activities” shall include any activities for students, staff and/or parents of a school and any other activities that are approved by the Board.

b. The Department and activities sponsored by the County, shall have second priority in the use of the Outdoor Facilities and the Major Indoor Facilities of the Schools during

non-school hours. In addition, the County shall also have second priority during non-school hours in the use of the Optional Indoor Facilities upon such special terms and conditions for use as determined by the Currituck County Superintendent of Schools (the “Superintendent”). The County shall have use of the School Facilities so long as the County’s use is consistent with the proper care and preservation of the public school property.

c. The Superintendent or designee and the County Manager (the “Manager”) or designee shall agree upon a schedule of all events planned by the County for each of the School Facilities to be used by the County pursuant to this Agreement. This schedule, which shall include times and dates, shall be reviewed and revised by the Superintendent and the Manager or their designee quarterly, or more frequently as necessary, and shall include those events scheduled for both indoor and outdoor areas of the School Facilities. The schedules shall generally assure that Currituck County Schools will have priority use of facilities during the normal school day and for all scheduled School Activities, including routine maintenance. Accordingly, and as conceived by this Agreement, the County shall generally have scheduling priority when such facilities are not in use as provided in Section 3 (a) above. Each party shall work diligently and cooperatively toward that end, making reasonable effort to eliminate possible conflicts of use.

5. Priority for Use of County Facilities. The use of County Facilities shall be shared by the County and the Board in the following priority:

a. Currituck County and County sponsored activities shall have first priority in the use of all County Facilities at all times for County business and any activities approved by the County.

b. The Board and activities sponsored by the Board shall have second priority in the use of all County Facilities in hours that are before or after County business is being conducted and on Saturdays, Sundays, and County Holidays.

c. The County Manager or designee and the Superintendent shall agree upon a schedule of all events planned by the Board for each County Facility to be used by the Board pursuant to this Agreement. The schedule shall include times and dates and shall be reviewed and revised by the County Manager and the Superintendent or their designees quarterly, or more frequently as necessary and shall include all activities on any County Facility. The schedule shall generally assure that the County will have priority use of all County Facilities during normal County business hours for all County activities. Accordingly, and as conceived by this Agreement, the Board shall generally have scheduling priority when such facilities are not in use by the County. Each party shall work diligently and cooperatively toward that end, making reasonable effort to eliminate possible conflicts of use.

6. Inclement Weather. Each party in its sole discretion will make decisions on when to close its facilities due to inclement weather.

7. Currituck County Schools Hours of Operation.

a. “Normal school hours” are defined as daily student and teacher workdays from 7 a.m. to 6 p.m. at elementary schools, 7 a.m. to 8 p.m. at middle schools and 7 a.m. to 9 p.m. at high schools.

b. Non-School Hours are defined as daily after normal school hours, weekends, holidays, staff vacation days, and during school breaks including spring, summer and winter breaks.

8. Maintenance of School Facilities. The Board and the County agree that the School Facilities shall be maintained during the term of this Agreement as follows:

a. The County, at its sole expense, shall provide year round maintenance of all of the Outdoor Facilities used by the Department pursuant to this Agreement, as more fully described in paragraph b. below. For the purpose of this paragraph, “maintenance” shall include mowing, grading, repairing, marking, seeding, fertilizing, fencing, draining, paving, and maintaining access to such facilities All maintenance shall occur at times when the Outdoor Facilities are not needed for School purposes and shall be coordinated with the Superintendent or designee. The County shall not make any alterations or additions to the Outdoor Facilities which are permanent in nature without the Board’s prior written approval. All permanent improvements made to School Facilities by the County with the Board’s approval shall be the property of the Board.

b. At the time of the execution of this Agreement, the County is using the following Outdoor Facilities:

- Knotts Island Elementary ball fields and batting cage
- Moyock Elementary ball field/soccer fields
- Knapp Early College ball fields/concession stand
- Central Elementary ball fields
- Griggs Elementary ball fields
- Shawboro Elementary ball fields/soccer fields
- Jarvisburg Elementary ball fields/soccer fields
- Currituck County Middle School ball fields/soccer fields
- Moyock Middle School ball fields
- Currituck County High School ball fields/soccer fields/tennis courts

c. The Board, at its sole expense, shall provide continuing year-round routine maintenance of all of the Major Indoor and Optional Indoor Facilities used by the County pursuant to this Agreement , as more fully described in paragraph d. below. For the purposes of this paragraph, “routine maintenance” shall include maintaining and repairing the equipment, furniture, floors, windows, paint, HVAC, plumbing and lighting in such facilities. The County, at its sole expense, shall be responsible for cleaning each Major Indoor or Optional Indoor Facility after County use.

d. At the time of the execution of the Agreement, the County is using the following Indoor Facilities:

- Knotts Island Elementary gymnasium
- Moyock Elementary gymnasium
- Central Elementary gymnasium
- Griggs Elementary gymnasium
- Knapp School gymnasium
- Moyock Middle School gymnasium
- Currituck County Middle School gymnasium
- Currituck County High School gymnasium
- Shawboro Elementary School gymnasium
- Jarvisburg Elementary School gymnasium

e. Notwithstanding the foregoing, the Board and the County shall each assume full responsibility for the care and custody of any of the School Facilities while such facilities are being used by each party. Each party assumes full responsibility for any and all damage, injury, or breakage to the facility as a result of its activities being operated in the facility and shall be

responsible for keeping the facility free and clear of trash or litter brought or left on the premises by students, players, or spectators for its own activities. Each party shall be responsible for providing any and all necessary supervision and security during its own activities in connection with the use of the School Facilities.

9. Supervision and Security at County Events. The County agrees that it will provide adult supervision of participants, parents, staff, and visitors to ensure their safety and well being during County-sponsored events or programs. The County shall also be responsible for providing security, per the Board's policies and procedures, for County events on Board property.

10. Dispute Resolution. In the event of any dispute or disagreement arising from the terms and conditions of this Agreement or from the use of or proposed use of a Facility, said dispute shall be referred to the Manager and Superintendent or their Designees for resolution. In the event a dispute or disagreement cannot be resolved, either party may terminate the Agreement upon thirty (30) days' prior written notice to the other party.

11. Termination.

a. In the event the County shall default in its obligations hereunder, the Superintendent, on behalf of the Board, may notify the County in writing of such default and request that such default be cured or corrected; and the County shall have thirty (30) days from the date of the receipt of such written notification to cure or correct such default. If the County shall fail to cure or correct such default within such thirty (30) day period, then upon thirty (30)

days' prior written notice to the County, the Board shall have the right either to limit the access of the County to certain portions of the School Facilities or to terminate this Agreement in its entirety. The Board also reserves the right to terminate this Agreement or the right to School Facility at any time that the Board in its sole discretion deems the property necessary for school purposes. The Board shall give the County ninety (90) days notice of such termination.

b. In the event the Board shall default in its obligations under this Agreement, the Manager, on behalf of the County, may notify the Board in writing of such default and request that such default be cured or corrected; and the Board shall have thirty (30) days from the date of receipt of such written notification to cure or correct such default. If the Board shall fail to cure or correct such default within such thirty (30) day period, the County shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the Board.

12. Liability. The Board and the County agree that the Board is authorizing the use of its property pursuant to this Agreement only to the extent permitted by NCGS 115C-524 (b). To the maximum extent allowed by law, the County, during the period in which the County uses any of the School Facilities, shall indemnify and save harmless the Board, its agents, servants, and employees, from and against any and all claims and demands and liabilities, whether for injuries to persons or loss of life, or damage to property, arising in any manner whatsoever out of the County's use of any of the School Facilities; and the County's aforesaid obligation of indemnification shall be deemed to include the obligation to protect and hold the Board its agents, servant, and employees harmless with respect to any and reasonable costs, expenses, and attorney's fees incurred or paid by the Board with respect to any of the aforesaid claims, demands, and liabilities. No liability shall attach to

the Board, individually or collectively, for personal injury suffered by reason of the use of school property for non-school purposes pursuant to this Agreement.

13. Liability Insurance Coverage. The County shall maintain at its sole expense during the term of this Agreement public liability insurance covering the School Facilities which it uses pursuant to this Agreement against loss resulting from injury and/or death to one or more persons and property damage, including fire and hazard, in any one accident in an amount not less than \$1,000,000.00. The policy for such insurance shall be issued by a company reasonably acceptable to the Board and shall name the Board as an additional insured. The County shall provide the Board with evidence of such insurance and of its renewal as premiums become due. The County shall provide the Board within thirty (30) days prior written notice of any reduction in coverage or cancellation of such insurance.

14. Fees/Charges. Board and County agree that except as expressly stated in this Agreement, there shall be no additional fees and/or charges associated with each party's use of facilities unless mutually agreed upon.

15. Income from County Programs. Board and County agree that the income from County programs operated at school facilities shall go to the County.

16. Income from School Programs. Board and County agree that the income from school-sponsored programs and events held at County Facilities, such as the receipts from school ball games or fundraisers, shall go to the Board.

17. Nondiscrimination. The Board and County shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, religion or national origin. Neither the Board nor County, nor their employees shall

discriminate against any person or organization on the basis of race, color, creed, sex, age, religion or national origin by refusing to furnish such person or organization services for privileges offered to or enjoyed by residents of Currituck County nor shall the Board or County or their employees publicize the facilities provided hereunder in any manner that would reflect negatively on any person because of race, color, creed, sex, religion or national origin

18. Non-Assignment and Unauthorized Use. The County may not assign this Agreement. The County may use School Facilities only as provided under this Agreement and shall not allow any other person, organization, or corporation to use the School Facilities without the express written permission of the Board.

19. Nature and Extent of Agreement. This instrument contains the complete Agreement of the parties regarding the terms and conditions for the joint use of School Facilities by the Board and the County, and this Agreement voids and supersedes all prior agreements, whether written or verbal, regarding the joint use of School Facilities by the parties hereto. This Agreement may be amended only by written agreement of the parties.

20. Severability. In the event any term or provision of this Agreement shall be adjudged to be partially or completely invalid or unenforceable, then such term or provision shall be severed from this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21. Preservation and Care of Public School Property. County agrees to regulate the use of facilities consistent with the Board's understanding of how to best maintain the

property and to prevent deterioration of the property. The County's use shall be in a manner consistent with N.C. Gen. Stat. § 115C-524(b).

22. Agreement in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

23. Notice. Unless specified otherwise, all notices and other communications required by this Agreement shall be in writing and shall be delivered in person or certified United States mail, return receipt requested, addressed as follows:

To the Board:

Dr. Bill Dobney, Chair
2958 Caratoke Highway
Currituck, NC 27929

Allison Sholar, Superintendent
2958 Caratoke Highway
Currituck, NC 27929

To the County:

Daniel F. Scanlon, County Manager
P.O. Box 39
Currituck, NC 27929

Director, Currituck County Parks and Recreation
P.O. Box 39
Currituck, NC 27929

Any notice or communication under the Agreement shall be deemed given at the time of personal delivery or, if mailed, it shall be deemed given on the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever occurs first.

IN WITNESS WHEREOF, the Currituck County Board of Education has caused this Agreement to be signed by its Chairman, attested by its Secretary, and sealed with its corporate seal, and the County of Currituck has caused this Agreement to be signed by its Chair, attested by its County Clerk, and sealed with its seal, by order of the respective governing board duly given the day and year first written above.

CURRITUCK COUNTY BOARD OF EDUCATION

BY: _____

Chairman

ATTEST: _____

CURRITUCK COUNTY BOARD OF COMMISSIONERS

BY: _____

Chairman

ATTEST: _____

Resolution Approving Financing Terms

WHEREAS: The County of Currituck (the "County") has previously determined to undertake a project for financing of the purchase of two existing water systems (Carolina Water Service, Inc. and Turnpike Properties LLC and Pine Island Water LLC) and the refinancing of the loan for initial construction of the Southern Outer Banks Water System (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 August 18, 2011. The amount financed shall not exceed \$8,500,000, the annual interest rate shall not exceed 2.38%, 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 Deed of Trust 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.

Approved this 19th day of September, 2011.

By: _____

By: _____

Title: _____

Title: _____

SEAL

RESOLUTION
DESIGNATION OF APPLICANT'S AGENT
 North Carolina Division of Emergency Management

Organization Name (hereafter named Organization)	Disaster Number:
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):	
Applicant's Fiscal Year (FY) Start	
Month:	Day:
Applicant's Federal Employer's Identification Number	
-	
Applicant's Federal Information Processing Standards (FIPS) Number	
- -	

PRIMARY AGENT	SECONDARY AGENT
Agent's Name	Agent's Name
Organization	Organization
Official Position	Official Position
Mailing Address	Mailing Address
City ,State, Zip	City ,State, Zip
Daytime Telephone	Daytime Telephone
Facsimile Number	Facsimile Number
Pager or Cellular Number	Pager or Cellular Number

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and **the assurances printed on the reverse side hereof**. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this _____ day of _____, 20__.

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title	Name
Name and Title	Official Position
Name and Title	Daytime Telephone

CERTIFICATION

I, _____, (Name) duly appointed and _____ (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of _____ (Organization) on the _____ day of _____, 20__.

Date: _____ **Signature:** _____

APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

Name of Fire District: Fruitville Outer Banks

County: Currituck

District is Served By: Carova Beach Vol. Fire Dept. & Rescue Squad, Inc.

NOTE: This report must be filled out completely before October 31st or no later than January 31. Reports filed after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



**NORTH CAROLINA
RURAL FIRE DISTRICT
REPORT OF FIRE CONDITIONS**



As required by General Statute 58-84-46 of North Carolina, I clerk do hereby make the following report on the Rural Fire District **Fruitville Outer Banks**. County of **Currituck**.

LOCAL FIREFIGHTER'S RELIEF FUND BOARD

N.C. General Statutes: 8-84-30

(This information must be provided each year)

IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

1. Ms. Marlene Ann Slate
2369 Ocean Sands Rd
Corolla, NC 27927

2. Mr. Gene Walters
2101 Sand Fiddler Rd
Corolla, NC 27927

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

3. Mr. Mark Stevens
1837 Summerhedge Close
Virginia Beach, VA 23456

4. Mr. Donnie Tadlock
2006 Ocean Pearl Rd
Corolla, NC 27927

Firefighter's Relief Fund Trustees appointed by the Insurance Commissioner (1)

5. Mr Randall Spencer
2302 Sand Fiddler Rd
Corolla, NC 27927

Same as last Year? Yes No

If no, attach a copy of former Insurance
Commissioner appointee's letter of resignation AND
a copy of Fire Chief's letter of recommendation.

Select position of Firefighter's Relief Fund Treasurer: 1 2 3 4 5

I, Sandra Hill Clerk/Finance Officer of Currituck County, NC do hereby certify that the foregoing is a true, full and correct report of the Fire Department and fire conditions in said county, made by me as required under General Statute 58-84-46 of North Carolina.

09/13/2011

Date

Name of Fire District: Poplar Branch Beach

County: Currituck

District is Served By: Corolla Fire And Rescue Squad, Inc.

NOTE: This report must be filled out completely before October 31st or no later than January 31. Reports filed after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



NORTH CAROLINA
RURAL FIRE DISTRICT
REPORT OF FIRE CONDITIONS



As required by General Statute 58-84-46 of North Carolina, I clerk do hereby make the following report on the Rural Fire District **Poplar Branch Beach**. County of **Currituck**.

LOCAL FIREFIGHTER'S RELIEF FUND BOARD

N.C. General Statutes: 8-84-30

(This information must be provided each year)

IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

- | | |
|--|---|
| 1. Mr. Robert Wemyss
853 Sawgrass Ct
Corolla, NC 27927 | 2. Mrs. Eleanor Collins
1024 Lighthouse Dr.
Corolla, NC 27927 |
|--|---|

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

- | | |
|--|--|
| 3. Mr. Barry Richman
869 Welk Ct
Corolla, NC 27927 | 4. Mr. David Cooley
721 Spinnaker Arch
Corolla, NC 27927 |
|--|--|

Firefighter's Relief Fund Trustees appointed by the Insurance Commissioner (1)

- | | |
|--|--|
| 5. Mr. Charles W Taylor
PO Box 205
Corolla, NC 27929 | Same as last Year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If no, attach a copy of former Insurance
Commissioner appointee's letter of resignation AND
a copy of Fire Chief's letter of recommendation. |
|--|--|

Select position of Firefighter's Relief Fund Treasurer: 1 2 3 4 5

I, Sandra Hill Clerk/Finance Officer of Currituck County, NC do hereby certify that the foregoing is a true, full and correct report of the Fire Department and fire conditions in said county, made by me as required under General Statute 58-84-46 of North Carolina.

09/12/2011

Date

Name of Fire District: Crawford Township

County: Currituck

District is Served By: Crawford Township V.F.D., Inc.

NOTE: This report must be filled out completely before October 31st or no later than January 31. Reports filed after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



**NORTH CAROLINA
RURAL FIRE DISTRICT
REPORT OF FIRE CONDITIONS**



As required by General Statute 58-84-46 of North Carolina, I clerk do hereby make the following report on the Rural Fire District **Crawford Township**. County of **Currituck**.

LOCAL FIREFIGHTER'S RELIEF FUND BOARD

N.C. General Statutes: 8-84-30

(This information must be provided each year)

IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

1. Mr Steven Vanhise
103 Caratoke Hwy
Currituck, NC 27929

2. Mrs. Rebecca F. Mims
164 Speckle Perch Lane
Moyock, NC 27958

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

3. Mr. Chris Dailey
224 Dozier Road
Moyock, NC 27958

4. Mr. Larry Mangold
136 Rowland Creek Road
Moyock, NC 27958

Firefighter's Relief Fund Trustees appointed by the Insurance Commissioner (1)

5. Mrs. Joann Vanhise
103 Caratoke Hwy
Currituck, NC 27929

Same as last Year? Yes No

If no, attach a copy of former Insurance Commissioner appointee's letter of resignation AND a copy of Fire Chief's letter of recommendation.

Select position of Firefighter's Relief Fund Treasurer: 1 2 3 4 5

I, Sandra Hill Clerk/Finance Officer of Currituck County, NC do hereby certify that the foregoing is a true, full and correct report of the Fire Department and fire conditions in said county, made by me as required under General Statute 58-84-46 of North Carolina.

09/12/2011

Date

Name of Fire District: Lower Currituck

County: Currituck

District is Served By: Lower Currituck V.F.D., Inc.

NOTE: This report must be filled out completely before October 31st or no later than January 31. Reports filed after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



**NORTH CAROLINA
RURAL FIRE DISTRICT
REPORT OF FIRE CONDITIONS**



As required by General Statute 58-84-46 of North Carolina, I clerk do hereby make the following report on the Rural Fire District **Lower Currituck**. County of **Currituck**.

LOCAL FIREFIGHTER'S RELIEF FUND BOARD

N.C. General Statutes: 8-84-30

(This information must be provided each year)

IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

1. MR James Esley Liverman Jr
103 Saddle Club Way
Grandy, NC 27939

2. Mr. Charles R McNaughton
100 D Mercedes Ct
Grandy, NC 27939

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

3. Mr. Todd C Hanke
124 Annas Way
Grandy, NC 27939

4. Mr. Santos Elmy
106 Pinecone Ct
Grandy, NC 27939

Firefighter's Relief Fund Trustees appointed by the Insurance Commissioner (1)

5. Mr William Jones
2032 Creek Road
Kitty Hawk, NC 27949

Same as last Year? (X) Yes () No

If no, attach a copy of former Insurance Commissioner appointee's letter of resignation AND a copy of Fire Chief's letter of recommendation.

Select position of Firefighter's Relief Fund Treasurer: () 1 () 2 (X) 3 () 4 () 5

I, Sandra Hill Clerk/Finance Officer of Currituck County, NC do hereby certify that the foregoing is a true, full and correct report of the Fire Department and fire conditions in said county, made by me as required under General Statute 58-84-46 of North Carolina.

09/12/2011

Date

**RESOLUTION OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS
AUTHORIZING DECLARATION OF WITHDRAWAL FROM PUBLIC DEDICATION
AND USE STREETS WITHIN SUBDIVISION OF OCEAN HILL, SECTION 1**

WHEREAS, pursuant to N.C. Gen. Stat. §136-96.2 a property owners association that owns subdivision streets or segments of streets that meet criteria set forth in the aforesaid statute may file in the office of the register of deeds where the streets are located a declaration withdrawing any purported dedication to public use or offer of dedication to public use of such streets and declaring such streets to be private; and

WHEREAS, the declaration withdrawing any purported dedication to public use or offer of dedication to public use of such streets and declaring such streets to be private may not be recorded unless it bears the signature of the clerk to the board of commissioners of the county where the streets are located attesting to the adoption by the board of commissioners of a resolution approving such declaration which resolution may be adopted by the board of commissioners only upon a finding that each of the criteria set forth in the aforesaid statute exists and with certain conditions as further provided by the aforesaid statute; and

WHEREAS, Ocean Hill I Property Owners Association, Inc. has petitioned the Currituck County Board of Commissioners to adopt a resolution authorizing the clerk to the board of commissioners to sign a declaration withdrawing streets and roads within Ocean Hill I Subdivision in Corolla, North Carolina from public use; and

WHEREAS, in accordance with N.C. Gen. Stat. §136-96.2 the Currituck County Board of Commissioners finds that:

- (1) Ocean Hill I Subdivision is located entirely outside the corporate limits of any municipality and is bounded on the east by the Atlantic Ocean as more particularly shown on that plat entitled "Subdivision of Ocean Hill, Section 1, Currituck County, North Carolina" dated April 11, 1978 recorded in Plat Cabinet A, Pages 136 to 140 of the Currituck County Registry, (the "Plat").
- (2) Subdivision of Ocean Hill, Section 1 was created by plat recorded on July 31, 1978 as appears on the Plat and is a date 30 years prior to the date on which a declaration of withdrawal will be recorded.
- (3) The Plat bears a certificate signed by the Currituck County Clerk and Chairman of the Currituck County Board of Commissioners accepting on behalf of Currituck County the dedication of the streets shown on the Plat.
- (4) At least two-thirds of the total of all the streets shown on the Plat have been paved, opened and used for vehicular traffic for a period of at least 25 years prior the date on which a declaration of withdrawal will be recorded as shown by letter from R.E. West, District Engineer of the North Carolina Department of Transportation dated July 25, 1983 informing that streets within Subdivision of

Ocean Hill, Section 1 “meet the construction standards and specifications of the North Carolina Department of Transportation, Division of Highways” and “have been constructed and completed in a manner acceptable to said standards, requirements and specifications.”

- (5) The streets within Subdivision of Ocean Hill, Section 1 have only one means of ingress and egress intersecting with North Carolina Highway 12 (Ocean Trail), a state highway, as more particularly shown on the Plat.
- (6) The streets within Subdivision of Ocean Hill, Section have never been maintained by Currituck County and Currituck County claims no interest in the streets to be withdrawn from public use.
- (7) The North Carolina Department of Transportation has never maintained the streets or accepted the streets within Subdivision of Ocean Hill, Section 1 as shown by letter from Gretchen Byrum, P.E., District Engineer with the North Carolina Department of Transportation.
- (8) The developer of Subdivision of Ocean Hill, Section 1, Ocean Hill Joint Venture, deeded the streets to Ocean Hill I Property Owners Association by deed dated March 24, 1993 and recorded in Book 362, Page 428 of the Currituck County Registry.
- (9) The streets within Subdivision of Ocean Hill, Section 1 are, as represented by Ocean Hill I Property Owners Association, Inc., maintained by the property owners association and are insured by the property owners association as shown by the policy declaration issued by Travelers Indemnity Company for Ocean Hill I Property Owners Association under policy number ISF-CUP-0680Y253-IND-11 dated March 4, 2011.
- (10) The Declaration of Withdrawal was approved by more than two-thirds vote of all members of the Ocean Hill I Property Owners Association, Inc. at a duly called meeting of the membership on July 24, 2011.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners for Currituck County, North Carolina that:

- Section 1. As provided herein, the Clerk to the Board of Commissioners is authorized to sign the declaration withdrawing the dedication to public use of streets within Subdivision of Ocean Hill, Section 1 as more particularly shown on that plat entitled “Subdivision of Ocean Hill, Section 1, Currituck County, North Carolina” dated April 11, 1978 recorded in Plat Cabinet A, Pages 136 to 140 of the Currituck County Registry, and known as Coral Lane, Pacific Avenue, Bismark Drive, Atlantic Avenue, Ionian Lane, Adriatic Avenue, and Tasman Drive.

- Section 2. This resolution shall not apply to that portion of Coral Lane located on the west side of North Carolina Highway 12 (Ocean Trail) which is a segment of a street where withdrawal from public dedication would terminate all reasonable legal means of access to property adjacent to that portion of Coral Lane.
- Section 3. No gate or other obstruction may be placed across any street or segment of streets within Subdivision of Ocean Hill, Section 1 unless approved by the Board of Commissioners for Currituck County upon a finding that other methods of preventing unauthorized parking or preserving public safety on the streets have proved inadequate.
- Section 4. The Clerk to the Board of Commissioners shall sign the Declaration of Withdrawal only upon completion of the improvements to the streets within Subdivision of Ocean Hill, Section 1 in accordance with the plan submitted by Ocean Hill I Property Owners Association, Inc. prepared by Engineering Services, Inc., which plan is incorporated herein by reference, and upon certification by Engineering Services, Inc. and the Currituck County Engineer that the streets have been improved in accordance with said plan.
- Section 5. The Declaration of Withdrawal shall not apply to public pedestrian access on, over, and upon the roads or easements within Subdivision of Ocean Hill, Section 1 as existed immediately before recordation of the Declaration of Withdrawal and any public utility use or facility located on, over, or under the road easement within Subdivision of Ocean Hill, Section 1 immediately prior to recordation of the Declaration of Withdrawal until Ocean Hill 1 Property Owners Association, Inc. or its successor pays to the utility involved, and the utility accepts, the reasonable cost of removing and relocating the facility.
- Section 6. This resolution shall take effect upon its adoption.

This the 19th day of September, 2011.

O. Vance Aydlett, Jr., Chairman
Board of Commissioners

ATTEST:

Gwen H. Keene
Clerk to the Board of Commissioners

(COUNTY SEAL)



CURRITUCK COUNTY BOARD OF COMMISSIONERS AGENDA ITEM #

Meeting Date

ITEM TO BE CONSIDERED

SUBJECT

REQUESTED ACTION

Submitted By Department

Date Attachments: Yes No

REVIEW PROCESS

	<u>Approved</u>		<u>Attachment</u>
Finance Director	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<input type="checkbox"/>
County Attorney	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<input type="checkbox"/>
County Manager	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<input type="checkbox"/>

REVIEW COMMENTS

**COUNTY OF CURRITUCK
SPECIAL USE PERMIT APPLICATION DENIED**

On October 18, 2010, the Currituck County Board of Commissioners met and held a public hearing to consider the following application:

Applicant: Robert F. London, Inc.

Property Location: 9098 Caratoke Highway (Tax Map 132, Parcel 133A)

Proposed Use of Property: Adult oriented nightclub offering comedy, pool tables, video games, musicians, dancing, topless dancing, and organized parties for businesses or groups.

Having heard all the evidence and arguments presented at the hearing, the Board makes the following FINDINGS OF FACT:

1. R. F. London, Inc. was granted a conditional use permit on January 26, 1994 to operate a nightclub and billiards/gameroom on US 158, Point Harbor Township, Tax Map 132, Lot 133A, by the Board of Adjustment based on hearings held August 25, 1993 and January 26, 1994. During the hearing before the Board of Adjustment, R. F. London testified that the nightclub would not feature topless dancing.

2. On May 20, 1994, Mr. John W. Halstead, Jr., attorney for R.F. London, Inc., sent a letter to County Attorney William H. Romm advising the county that topless dancing would be offered on a regular basis at the R.F. London, Inc. establishment unless the county believed topless dancing would be grounds for revoking the conditional use permit.

3. On May 25, 1994 Mr. William H. Romm, Currituck County Attorney, sent a letter to R.F. London, Inc. attorney Mr. John W. Halstead advising him that topless dancing would be grounds for the county revoking R.F. London, Inc.'s conditional use permit. That determination was not appealed to the Board of Adjustment by Robert F. London, Inc.

4. On August 13, 1994, an inspection by the county of the R.F. London, Inc. establishment, known as Mermaids Nightclub, verified that topless dancing was occurring on the premises.

5. On August 31, 1994 the Currituck County Board of Adjustment revoked R.F. London, Inc.'s conditional use permit issued on January 26, 1994 to operate a nightclub and billiards/gameroom.

6. September 19, 1994 Currituck County adopted an adult and sexually oriented business regulation (formerly Section 808 and 1310 of the Currituck County Unified

Development Ordinance, (the “UDO”)) which, among other conditions, requires adult and sexually oriented business uses to locate in an "Heavy Manufacturing" (HM) zoning district with a special use permit granted by the Planning Board and Board of Commissioners and be located 1,000 feet from any dwelling and any “Residential” (R) and “Residential Agricultural” (RA) zoning district.

7. R.F. London, Inc. appealed the Board of Adjustment decision to revoke the conditional use permit on September 28, 1994.

8. On December 29, 1994, Superior Court Judge Gary E. Traywick entered an order holding that: 1) the public hearing held on Mr. London's conditional use permit was invalid; 2) the Board hold a new hearing to determine if the petitioner's proposed use complies with the ordinances of Currituck County; and 3) that a new hearing be duly advertised as prescribed by ordinance.

9. R.F. London, Inc. appealed Judge Traywick’s order to the North Carolina Court of Appeals on January 24, 1995.

10. On January 16, 1996 the North Carolina Court of Appeals dismissed the R.F. London, Inc. appeal on January 16, 1996.

11. In letters dated February 12, 1996 and March 11, 1996, Currituck County informed R.F. London, Inc. and its attorney Mr. John Halstead, that a new application was needed stating the intended use for the R.F. London, Inc. property in order to hold a new public hearing in accordance with Judge Traywick’s December 29, 1994 ruling.

12. By letter dated April 1, 1996, R.F. London, Inc. submitted a written statement indicating the type of entertainment being offered at Mermaids Nightclub, including "...music bands and acts, GoGo dancers, topless dancers, televised sporting events, oil wrestling, male revue shows, comedians, karaoki, pool tournaments and other entertainment acts typically associated with nightclubs.". This was the first time R.F. London, Inc. submitted any type of request for topless dancing and adult oriented activities. Prior to April 1, 1996, the county never received a request from R.F. London, Inc. to operate an adult oriented business.

13. In a letter dated May 6, 1996, Currituck County acknowledged acceptance of R.F. London, Inc.’s April 1, 1996 letter as an amendment to its original conditional use permit application.

14. On May 29, 1996, the Board of Adjustment held a public hearing and denied R. F. London Inc.’s conditional use permit application for an adult and sexually oriented business based on the reasons stated in the June 4, 1996 order signed by the Chairman of the Board of Adjustment.

15. On July 8, 1996 R.F. London, Inc. appealed the Board of Adjustment decision to Currituck County Superior Court.

16. On September 28, 1999, Superior Court Judge Jerry R. Tillett entered an order that the Board of Adjustment rehear R.F. London, Inc.'s conditional use permit pursuant to Sections 1304 and 808 of the UDO (now Sections 2.5 and 3.7.1) and that the Board of Commissioners consider R.F. London, Inc.'s proposal pursuant to Section 808 (now Section 3.7.1) of the UDO and make specific findings of fact and conclusions of law addressing the following:

- a. Petitioner's initial intended use of its property;
- b. the secondary effects of the Petitioner's initial use of its property;
- c. Petitioner's amended use for its property;
- d. the secondary effects of the Petitioner's amended use
- e. how the secondary effects are affected by the different intended uses.

17. Section 2201 (now Section 11.8) of the UDO requires a public hearing prior to granting a conditional use permit.

18. Since the public hearing for R.F London, Inc.'s conditional use permit was revoked, Mermaids Nightclub does not have a conditional use permit to operate an adult business nightclub. Further, Mermaids Nightclub is not considered a nonconforming use under Article 15 of the Unified Development Ordinance because it has no permit to operate under.

19. R.F. London, Inc. does not have a vested right to operate a nightclub and billiards/gameroom because Section 2019 (1) and (2) (now Section 11.12 (A) and (B)) of the UDO requires a conditional use permit to obtain a vested right "...following notice and public hearing."

20. R.F. London, Inc. continued to operate an adult business by allowing topless dancing at its establishment known as Mermaids Nightclub. Mr. London was convicted in Currituck County District Court for operating Mermaids Nightclub without a conditional use permit, paid the fine, and was ordered by the court to not operate until he had a valid permit (96CRS532).

21. Sections 808 and 1310 (presently Sections 3.7.1 and 2.5) of the UDO, adopted September 19, 1994, classifies topless nightclubs as "Adult Businesses" which requires such businesses to locate in a Heavy Manufacturing zoning district with a special use permit and 1,000 feet from any dwelling or R and RA zoning district, among other things.

22. The property on which the R.F. London, Inc. establishment known as Mermaids Nightclub is located, US Highway 158, Point Harbor, Tax Map 132, Lot 133A, Poplar Branch Township, is zoned General Business. Further, the building in which Mermaids is located is within 1,000 feet of 24 residential dwellings (17 in the year 2000) and immediately adjacent to an R zoning district.

23. R.F. London, Inc.'s initial intended use was a nightclub and billiards/gameroom. A conditional use permit application to appear before the Board of Adjustments for the initial use was submitted on August 4, 1993 .

24. The secondary impacts of the initial intended use were encompassed in the findings of fact adopted by the Board of Adjustment on January 26, 1994 and included in Exhibit A attached hereon and incorporated herein by reference.

25. On February 7, 2000, Robert F. London, Inc. submitted a special use permit application to operate an adult and sexually oriented business consisting of a "Nightclub offering comedy, pool tables, video games, musicians, dancing, topless dancing, organized parties for businesses or groups." The property is located on US 158, Point Harbor, in the building now occupied by Mermaids Nightclub, Tax Map 132, Lot 133A, Poplar Branch Township.

26. Secondary effects of the amended use are considered under the special use permit criteria of Section 1402(2) (presently Section 11.7.1(F)(12)). However, the secondary affects do not apply because the controlling statues, former Sections 808 and 1310 (referred to in former Section 1402(1)(c)), requires adult oriented businesses to locate in a Heavy Manufacturing zoning district (presently required in Section 2.5 Permitted Uses Table). Further, Section 808 (presently Section 3.7.1) requires a minimum 1,000 feet spacing between any building housing an adult oriented business and an R zoning district and any building used as a dwelling. The proposed adult use building is located within a GB (General Business) zoning district, is immediately adjacent to an R zoning district, and is within 1000 of 24 buildings (17 in the year 2000) used as residential dwellings.

Based on the foregoing FINDINGS OF FACT the Board makes the following CONCLUSIONS OF LAW:

1. Because R.F. London, Inc. did not submit a completed special use permit request for a nightclub offering topless dancing until February 7, 2000, and Currituck County adopted an ordinance on September 19, 1994 classifying such uses as adult businesses, then the provisions of the September 19, 1994 ordinance contained in Sections 808 and 1310 (now Sections 3.7.1 and 2.5) apply.

2. The adult business nightclub application of Robert F. London, Inc. does not comply with the former or present applicable requirements of the Unified Development Ordinance since the property is in a General Business zoning district (former Section 808(5)(a) requires HM zoning district), is immediately adjacent to a residential zoning district (former Section 808(5)(b)(1) requires 1,000 feet spacing) is located within 1,000 feet of 24 buildings (17 in the year 2000) being used as residential dwellings (former Section 808(5)(b)(1) requires 1,000 feet spacing).

3. R.F. London, Inc.'s application is complete but the application should be denied for failure to comply with Sections 808 (presently Section 2.5 Permitted Uses

Table) and 1310 (presently Section 3.7.1) of the Unified Development Ordinance. Specifically, if completed as proposed, the use will not comply with Section 808 (presently Section 2.5 Permitted Uses Table) and Section 1310 (presently Section 3.7.1).

NOW, WHEREFORE, based on the foregoing FINDINGS OF FACT and CONCLUSIONS OF LAW the application of R.F. London, Inc. for special use permit is hereby DENIED.

The foregoing decision was rendered by the Board of Commissioners on the 18th day of October, 2010, and a written copy of this decision was filed in the Currituck County Planning Department and served on the day below by certified mail, return receipt requested:

This the _____ day of _____, 2011.

Chairman, Board of Commissioners

ATTEST:

Clerk to the Board of Commissioners

NOTE: If you are dissatisfied with the decision of this Board, an appeal may be taken to the Superior Court of Currituck County within thirty (30) days after the date that this order is received.

CURRITUCK COUNTY
NORTH CAROLINA
August 15, 2011

The Board met at 6:00 p.m. prior to the regular meeting for an update on Code Enforcement.

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 Aydlett, Commissioners O'Neal, Gilbert, Martin, Etheridge, Petrey, and Rorer.

Invocation and Pledge of Allegiance

Walter Gallop, Air Force Chaplain, retired, presented the invocation.

Approval of Agenda

Commissioner O'Neal moved to amend the agenda by adding a closed session for attorney client privilege and add Item 5A, Presentation by Economic Development Director. Commissioner Gilbert seconded the motion. Motion carried.

- Item 1 Approval of Agenda
- Item 2 Public Comment
Please limit comments to items not appearing on the regular agenda, please limit comments to 3 minutes.
- Item 3 **Recognition of the Communities of Point Harbor Beach, Villages at Ocean Hill and Pine Island as Firewise Communities USA**
- Item 4 **Proclamation supporting September, 2011, to be proclaimed Hunger Action Month across the United States**
- Item 5 **Roy Wilson, CEO; Leza Wainwright; and Joy Futrell, Finance Officer, to present the East Carolina Behavioral Health semi-annual report**
- Item 5A **Presentation by Economic Development Director**
- Item 6 **Presentation by Peter Bishop, Economic Development Director**
- Item 7 **Public Hearing and Action:** Corolla Village Small Area Plan: Consideration and discussion of the Corolla Village Small Area Plan.
- Item 8 **Consent Agenda:**
 - 1. Ordinance Directing The Building Inspector To Remove Or Demolish The Structure Located At 4358 Caratoke Highway, Coinjock, NC As Unfit For Human Habitation And Directing The Placement Of A Notice Thereon That The Same May Not Be Occupied
 - 2. Resolution for Albemarle Regional Health Services to administer and report all funding associated with Rural Operating Assistance Program

3. Budget Amendments
4. Approval of August 1, 2011, Minutes
5. Surplus Property for 2000 Explorer for auction
6. Surplus 1995 Ford F-150 to Animal Shelter

Item 9 Commissioner's Report

Item 10 County Manager's Report

Closed Session

Adjourn

Public Comment

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

Chairman Aydlett opened the public comment period.

Allison Sholar, Superintendent of Currituck County Schools, was introduced to the Board.

Commissioner Martin commended the Board of Education for a balanced budget.

Reverend Powell, questioned the Board on Mr. Copeland's request for a business next to the Church.

Ike McRee, County Attorney, reviewed the process taken by the Board of Adjustment and their decision.

Commissioner O'Neal questioned the notification for adjacent property owners. He also stated that he would review the order by the Board of Adjustment.

There being no further comments, Chairman Aydlett closed the public comment period.

Recognition of the Communities of Point Harbor Beach, Villages at Ocean Hill and Pine Island as Firewise Communities USA

The Board presented the communities a plaque to representatives of the community in recognition of their accomplishments.

Proclamation supporting September, 2011, to be proclaimed Hunger Action Month across the United States

George Wright, Albemarle Food Bank, was present to accept the resolution.

Commissioner Petrey, recognized the members of the Lower Currituck Food Bank.

**Proclamation for
HUNGER ACTION MONTH
“30 Ways in 30 Days”
September, 2011**

WHEREAS, Feeding America is the nation's leading domestic hunger-relief organization with a mission to feed and advocate for America's hungry through a nationwide network of member food banks; and

WHEREAS, the Food Bank of the Albemarle is a member of Feeding America and fights hunger and poverty in 15 northeast North Carolina counties by partnering with more than 130 local agencies to distribute food to the hungry; and

WHEREAS, both the Food Bank of the Albemarle and Feeding America seek to engage our citizens locally, statewide, and nationally in the fight to end hunger; and

WHEREAS, the number of people in the Albemarle area who need assistance is increasing as reflected in more households in poverty and more individuals being unemployed; and

WHEREAS, the fight against hunger is a fight that concerns each of us; and

WHEREAS, the contribution of our time, talent and treasure moves us ever closer to an answer to issues of hunger and poverty in our communities; and

WHEREAS, the citizens of Currituck County can visit the Food Bank of the Albemarle's website (www.afoodbank.org) for ideas of ways to make a difference for local emergency feeding programs, for the Food Bank, and especially for our hungry and needy during these thirty days of opportunities;

NOW, THEREFORE, BE IT RESOLVED that the County Currituck does hereby proclaim September 2011 as Hunger Action Month - with the theme of “30 Ways in 30 Days” - in Currituck County.

Roy Wilson, CEO; Leza Wainwright; and Joy Futrell, Finance Officer, to present the East Carolina Behavioral Health semi-annual report

Roy Wilson, reviewed the services provided for Currituck County residents.

Leza Wainwright, reviewed the budget and thanked the Board for their support.

Presentation by Peter Bishop, Economic Development Director

Peter Bishop, Economic Development Director, reviewed the marketing activities in the County.

Commissioner O'Neal commended the Economic Development Board and staff for their efforts.

Commissioner Rorer, questioned the status of a commercial hangar for the airport to be used for a multi-purpose facility.

Dan Scanlon, County Manager, stated that this was not an active project at this time.

Public Hearing and Action: Corolla Village Small Area Plan: Consideration and discussion of the Corolla Village Small Area Plan.

Holly White, Planner, reviewed the Corolla Village Small Area Plan and answered questions. The goal of the Corolla Village Small Area Plan is to balance growth in a way that preserves the physical and natural environments that make Corolla Village distinct from other coastal communities. This includes anticipating the impacts of future development, protecting natural resources, preserving the coastal village feel, and maintaining a high quality of life for current and future residents.

Chairman Aydlett opened the public hearing.

Commissioner O'Neal questioned the area designated as conservation. The county would like to be able in the future to build public restrooms in this area.

Earl Wemer, Corolla, encouraged support from the Board to adopt this plan.

Sharon Twiddy, supports the small area plan and commended Ben and Holly for all their efforts in developing this plan.

There being no further comments, Chairman Aydlett closed the public hearing.

Commissioner Petrey, moved to approve the plan with the site designated as conservation to Civic Cultural area. Commissioner Gilbert seconded the motion. Motion carried.

Consent Agenda:

1. Ordinance Directing The Building Inspector To Remove Or Demolish The Structure Located At 4358 Caratoke Highway, Coinjock, NC As Unfit

For Human Habitation And Directing The Placement Of A Notice Thereon That The Same May Not Be Occupied

2. Resolution for Albemarle Regional Health Services to administer and report all funding associated with Rural Operating Assistance Program
3. Budget Amendments
4. Approval of August 1, 2011, Minutes
5. Surplus Property for 2000 Explorer for auction
6. Surplus 1995 Ford F-150 to Animal Shelter

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

AN ORDINANCE DIRECTING THE BUILDING INSPECTOR TO REMOVE OR DEMOLISH THE DWELLING LOCATED AT 4358 CARATOKE HIGHWAY, COINJOCK, NORTH CAROLINA AS UNFIT FOR HUMAN HABITATION AND DIRECTING THE PLACEMENT OF A NOTICE THEREON THAT THE SAME MAY NOT BE OCCUPIED

WHEREAS, the Board of Commissioners for the County of Currituck finds that the dwelling located at 4358 Caratoke Highway, Coinjock, North Carolina and described herein is unfit for human habitation pursuant to the May 5, 2011 order of the Chief Building Inspector issued in accordance with Article IV, Chapter 4 of the Code of Ordinances of the County of Currituck, North Carolina, (the "Code of Ordinances"), and that all of the procedures required in the county's ordinances have been complied with; and

WHEREAS, the dwelling described in the May 5, 2011 order of the Chief Building Inspector should be removed or demolished as directed by the Chief Building Inspector and should be placarded by placing on the dwelling a notice prohibiting use for human habitation; and

WHEREAS, the owners of the dwelling, Robert Hadden, Robert M. Barrington, Sr., Walter M. Barrington, Jr., Audrey Barrington, Cassandra Barrington Davis, Diane Barrington Reid, Judy Barrington Eure, and Barbara Marshall have been given reasonable opportunity to remove or demolish the dwelling pursuant to Article IV, Chapter 4 of the Code of Ordinances and the order of the Chief Building Inspector and have failed to comply with, respond to or appeal within the time required by the Code of Ordinances, the Chief Building Inspector's order.

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

Section 1. The Chief Building Inspector is hereby authorized and directed to place a placard on the dwelling located at 4358 Caratoke Highway, Coinjock, North Carolina containing the following language:

"This building is unfit for human occupation. The use or occupation of this building for human habitation is prohibited and unlawful."

Section 2. The Chief Building Inspector is hereby authorized and directed to proceed to remove or demolish the above described dwelling in accordance with his May 5, 2011 order and in accordance with Article IV, Chapter 4 of the Code of Ordinances and N.C. Gen. Stat. §160A-443.

Section 3. The cost of removal or demolition of the dwelling shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed in the office of the Tax Collector for the County of Currituck and shall have the same priority and be collected in the same manner as the lien for special assessments as provided in Article 10 of Chapter 160A of the General Statutes of North Carolina.

Section 4. Upon completion of the required removal or demolition, the Chief Building Inspector shall sell the materials of the dwelling and credit the proceeds against the cost of removal or demolition. The Chief Building Inspector shall certify the remaining balance to the Tax Collector for the County of Currituck. If a surplus remains after sale of the materials and satisfaction of the cost of removal or demolition, the Chief Building Inspector shall deposit the surplus in the Office of the Currituck County Clerk of Superior Court where it shall be secured and disbursed in the manner provided by N.C. Gen. Stat. §160A-443(6).

Section 5. It shall be unlawful for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall likewise be unlawful for any person to occupy or to permit the occupancy of any building therein declared to be unfit for human habitation.

Resolution for Albemarle Regional Health Services d/b/a Inter-County Public Transportation Authority to apply for, administer and report on all funding associated with the

**North Carolina Department of Transportation's Rural
Operating Assistance Program (ROAP)**

A motion was made by _____ and seconded by _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Albemarle Regional Health Services d/b/a Inter-County Public Transportation Authority is a Public Transportation Authority created pursuant Article 25 of Chapter 160A of the North Carolina General Statutes, which serves the counties of Chowan, Perquimans, Pasquotank, Camden, and Currituck.

WHEREAS, this resolution will allow Albemarle Regional Health Services d/b/a Inter-County Public Transportation Authority (ARHS-ICPTA) to apply for the county's NCDOT ROAP allocation regionally and combine the funding to seamlessly serve the region served by ARHS-ICPTA.

WHEREAS, by assuming the responsibility of completing the grant application, directly receiving, and reporting on this funding regionally, the Regional Public Transportation Authority created pursuant Article 25 of Chapter 160A of the North Carolina General Statutes will assume all fiduciary, reporting, public notification and audit requirements associated with the county's NCDOT ROAP allocation.

WHEREAS, this resolution serves as an agreement between ARHS-ICPTA and the county until it is suspended. The county must give 90 days notice to ARHS-ICPTA prior to the end of the fiscal year to dissolve the agreement.

WHEREAS, the purpose of this resolution is to accomplish the following objectives:

- ü Reduce the number of Rural Operating Assistance Program (ROAP) accounts ARHS-ICPTA manages from thirty (30) to three (3).
- ü Allow a Regional Public Transportation Authority created under pursuant Article 25 of Chapter 160A of the North Carolina General Statutes to leverage the region's current total ROAP allocation against the FTA Section 5310, Grant for Elderly Individuals and Individuals with Disabilities, and 5316 Job Access Reverse Commute (JARC), created under SAFETEA-LU, which are 50/50 grant programs.

- ü Reduce the number of grant applications and reports for NCDOT to review concerning North Carolina's ROAP program.

NOW, THEREFORE, be it resolved; that Albemarle Regional Health Services d/b/a Inter-County Public Transportation Authority (ARHS-ICPTA) is authorized to apply for the county's funding associated with the North Carolina Department of Transportation's Rural Operating Assistance Program (ROAP) and combine that funding to use it to provide transportation services to the AHRS-ICPTA service area.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
66868-502000	Salaries	\$ 91,692	
66868-505000	FICA	\$ 7,014	
66868-506000	Health Insurance	\$ 16,227	
66868-507000	Retirement	\$ 11,040	
66868-511000	Telephone & Postage		
	Carolina Water	\$ 10,000	
	Pine Island	\$ 5,000	
66868-511010	Data Transmission	\$ 2,700	
66868-513000	Utilities		
	Carolina Water	\$ 45,000	
	Pine Island	\$ 30,000	
66868-514000	Travel	\$ 3,500	
66868-514500	Training & Education	\$ 2,500	
66868-516000	Repairs & Maintenance		
	Carolina Water	\$ 12,822	
	Pine Island	\$ 10,000	
66868-516200	Vehicle Maintenance		
	Carolina Water	\$ 3,000	
	Pine Island	\$ 1,500	
66868-516400	Equipment Maintenance		
	Carolina Water	\$ 2,000	
	Pine Island	\$ 1,000	
66868-526000	Advertising	\$ 500	
66868-531000	Gas	\$ 9,000	
66868-531400	Equipment Fuel	\$ 4,500	
66868-532000	Supplies		
	Carolina Water	\$ 7,000	
	Pine Island	\$ 3,000	
66868-533200	Lab Tests		
	Carolina Water	\$ 18,000	
	Pine Island	\$ 4,000	

66868-533800	Chemicals			
	Carolina Water	\$	16,000	
	Pine Island	\$	24,000	
66868-540000	Worker's Comp	\$	10,335	
66868-536000	Uniforms	\$	700	
66868-545000	Contract Services			
	Carolina Water	\$	96,707	
	Pine Island	\$	10,200	
66868-545100	Credit Card Fees			
	Carolina Water	\$	2,000	
	Pine Island	\$	1,000	
66868-553000	Dues & Subscriptions			
	Carolina Water	\$	3,000	
	Pine Island	\$	3,000	
66868-557100	Software License Fee	\$	450	
66868-561000	Professional Services			
	Carolina Water	\$	6,000	
	Pine Island	\$	3,000	
66868-590441	Technology > \$1,000	\$	3,500	
66868-590000	Capital Outlay			
	Carolina Water	\$	87,178	
	Pine Island	\$	-	
66360-471000	Tap Fees			\$ 568,065
			\$ 568,065	\$ 568,065

Explanation: Southern Outer Banks Water System (66868) - Increase operating expenses for the addition of the newly acquired systems. This includes the addition of three new personnel: Water Plant Supervisor; Line Maintenance Mechanic; and a Meter Reader. Capital purchases are as follows:

Laptop computer	3,500
Monterey Chemical Feed Loop & Alarm Dialer	6,778
Hand-held meter reader	10,000
2 Trucks for new personnel	64,000
Corolla Light Pump Motor	3,500
Monterey Shores Air Compressor	2,900
	\$ 90,678

Net Budget Effect: SOBWS Fund (66) - Increased by \$560,558.

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

<u>Number</u>			<u>Expense</u>
61818-590000	Capital Outlay	\$ 2,900	
61818-511010	Data Transmission	\$ 500	
61818-532000	Supplies		\$ 3,400
		<u>\$ 3,400</u>	<u>\$ 3,400</u>

Explanation: Mainland Water (61818) - To transfer funds to purchase a pipe saw for distribution lines and an air card for remote access to the SCADA system.

Net Budget Effect: Mainland Water System (61) - No change.

<u>Account Number</u>	<u>Account Description</u>	Debit Decrease Revenue or Increase Expense	Credit Increase Revenue or Decrease Expense
60808-590001	Capital Outlay	\$ 16,800	
60808-516001	Repairs and Maintenance		\$ 16,800
		<u>\$ 16,800</u>	<u>\$ 16,800</u>

Explanation: Ocean Sands Water & Sewer System (60808) - To transfer funds for back-up pumps and repair of auto dialer for the Ocean Sands sewer system.

Net Budget Effect: Ocean Sands Water and Sewer System Fund (60) - No change.

**RESOLUTION
Surplus Property**

WHEREAS, the Board of Commissioners of Currituck County, North Carolina during its regularly scheduled meeting held on August 15, 2011, authorized the following, pursuant to GS 160A and 270(b), that the property listed below, be declared surplus, and

WHEREAS, the Public Works Department has a 1995 Ford F-150, asset tag number 5369 and Vin # 1FTEF140055NB30281 to be given to the Animal Shelter.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Currituck County declare vehicle surplus property.

**RESOLUTION
Surplus Property**

WHEREAS, the Board of Commissioners of Currituck County, North Carolina during its regularly scheduled meeting held on August 15, 2011, authorized the following,

pursuant to GS 160A and 270(b), that the property listed below, be disposed of at a public auction

WHEREAS, the Southern Outer Banks Water System has a 2000 Ford Explorer, asset tag number 5388 and Vin# 1FMYU70E41UB91522 which at this time needs repairs that will cost more than the vehicle is worth to us to be auctioned.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of County of Currituck reserves the right to reject any and all bids.

Commissioner Rorer commented that the Rosenwald School should be saved. The Board stated that there were no county funds to support this.

Commissioner's Report

The Board recognized Boy Scout Troop 127.

Commissioner Martin commented on the Rosenwald School.

Commissioner Gilbert congratulated a new business in Currituck, the Chips & Wine store. Also on September 16th there will be a Currituck Kids Fun Day.

Commissioner Rorer stated he visited a new business in Grandy, the OBX Sports store.

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.

Chairman Aydlett moved to go into closed session as stated. Commissioner Etheridge seconded the motion.

Adjourn

After reconvening from closed session, no action was taken.



ITT Corporation
Information Systems
12930 Worldgate Drive
Herndon, VA 20170

August 1, 2011

County Manager
County of Currituck
P.O. Box 39
Currituck, NC 27929

Subject: ITT Exelis—Assignment of Lease Agreements:

Site Name: Currituck County Airport
Site ID: SV171-01

Dear County Manager,

ITT Corporation (“ITT”) is currently leasing certain premises, including, but not limited to, real estate, facilities and/or tower space, under the above-listed Agreement (“Agreement”). On January 12, 2011, ITT announced its plan to separate the company’s businesses into three distinct, publicly-traded companies (the “Transaction”). The Transaction is expected to occur before the end of the year. The three newly formed stand-alone companies will be:

1. Exelis Inc., doing business as “ITT Exelis” – (formerly ITT’s Defense & Information Solutions business).
2. Xylem Inc. – (formerly ITT’s Fluids and Motion Control businesses).
3. “ITT Corporation” - will continue to be a diversified global manufacturer of highly engineered industrial products and high-tech solutions.

We believe each of these future companies will be strategically well positioned for growth with global capabilities, outstanding operating track records and world-class leadership.

ITT entered into the referenced Agreements in support of its ITT Defense & Information Solutions business, and, accordingly, ITT intends to assign these agreements to Exelis Inc. (doing business as “ITT Exelis”), which will assume and continue to meet all obligations under the Agreements upon the effective date of the Transaction.

As part of our planning for the closing of the Transaction, we are identifying ITT agreements with third parties that may require assignment to the new stand-alone companies, including ITT Exelis, upon the effective date of the Transaction in order for each of the companies to continue to perform under such agreements. We accordingly request your consent to the assignment by

ITT Corporation (“Assignor”) to Exelis Inc. of its rights and obligations under the referenced Agreements and the release of ITT Corporation from such obligations (such assignment and release, hereinafter referred to as the “Assignment”). It is expected that the Assignment will occur before the end of the year.

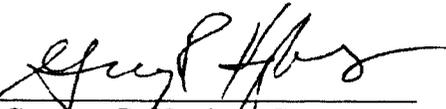
Please indicate, on behalf of your company that is a party to the referenced Agreements, your consent to the Assignment and your agreement that such Assignment would not constitute a basis for termination, give rise to any other rights or otherwise affect the terms of the Agreements, by signing this letter in the space indicated below. Please email the signed consent to Angie Moore at angela.moore@itt.com not later than August 30, 2011 and return your original signed consent at your earliest convenience.

In the event the referenced Agreement is guaranteed by ITT or subsidiaries thereof, your consent hereto will also serve as your consent to the assignment of such guarantees and any obligations in respect thereof to Exelis Inc. and to the release of ITT or such subsidiaries from any continuing obligations in respect of such guarantees.

Please contact me at 703-668-6270 or greg.hughes@itt.com if you have any questions concerning this letter or the Transaction. Also, you can obtain more information about “ITT Exelis and the Transaction on our website: <http://www.itt.com/transformation/>.

Very truly yours,

ITT Corporation

By: 
Gregory P. Hughes, Contracts Manager
ITT Information Systems

UNDERSTOOD AND AGREED:

County Manager
County of Currituck
P.O. Box 39
Currituck, NC 27929

By: _____
Name:
Title:
Date:

LAND LEASE

Lease Number:

Facility: ADS-B Radio Station Site

Location: SV171-01 Currituck County Airport

LEASE

Currituck County

and

ITT Corporation

THIS LEASE, made and entered into this 19th day of June in the year 2009, by and between Currituck County , whose address is:

P. O Box 39
Currituck, North Carolina 27929

Hereinafter referred to as the Lessor and ITT Corporation, hereinafter referred to as ITT, whose address is:

12975 Worldgate Drive
Herndon, Virginia 20170

WHEREAS, the parties understand and agree that this agreement is taken in support of FAA Contract DTFAWA-07-C-00067, issued to ITT on August 30, 2007.

For valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. PREMISES

The Lessor hereby leases to ITT the following described property located near:

*264 Airport Road.
Maple, NC 27956*

INITIALS

AS
Lessor

[Signature]
ITT

- (a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining electric power and telecommunication lines to the premises; and unless herein described otherwise, to be by routes reasonably determined and agreed by the parties.
- (b) And the right to make alterations to the premises to support the ITT radio site equipment, after concurrence by the Lessor as to the site design details prior to start of construction and prior to any alterations during the life of this lease.

2. PUBLIC UTILITIES

ITT is responsible for the provision of any and all required electrical power and/or telecommunications services to the leased site for the term of this lease. The Lessor is not responsible to provide any type of public utilities at or on the leased site.

3. TAXES

ITT shall be responsible for the payment of any applicable taxes, fees or governmental assessments against any equipment, personal property and/or improvements owned, leased or operated by Licensee or directly associated with Licensee's use of the Licensed Premises.

4. INSURANCE

ITT shall maintain in full force during the term of this Agreement and shall cause all contractors or subcontractors performing Work on any Licensed Site prior to the commencement of any such Work on behalf of ITT to maintain the following insurance:

- 1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
- 2. Commercial General Liability Insurance (Bodily Injury and Property Damage) the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.

5. TERM

To have and to hold said premises with their appurtenances for the term beginning at the date of this lease agreement, subject to renewal rights, as may be hereafter set forth.

INITIALS AS IT
Lessor ITT

6. CONSIDERATION

ITT shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to ITT herein are in consideration of the obligations assumed by ITT in its establishment, operation and maintenance of the ADS-B radio station facilities upon the premises hereby leased.

7. RENEWAL

This lease may be renewed from year to year at the option of ITT upon the terms and conditions herein specified. ITT's option shall be deemed exercised and the lease renewed each year for one (1) year unless ITT gives the Lessor thirty (30) days written notice that it will not exercise its option, before this lease or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of occupancy of the premises beyond September 30, 2025.

8. RESTORATION

It is hereby agreed between the parties, that upon termination of its occupancy, ITT shall restore the property which is the subject matter of this lease including removal of structures, equipment, and fencing but excluding foundations and subsurface ducting, cables, and grounding systems.

9. INTERFERENCE WITH RADIO SITE OPERATIONS

The Lessor agrees not to erect or allow to be erected any structure or obstruction on the site or adjoining land within the airport boundaries that may interfere with the proper operation of the facilities installed by ITT under the terms of this Lease unless consent hereto shall first be secured from ITT in writing. ITT consent shall not be unreasonably withheld and ITT shall support the Lessor in the evaluation of any potential interference issues. The Lessor shall act in a reasonable way for any construction in proximity to the communication tower, with regard to new construction and RF interference. The Lessor shall be allowed to pursue construction activity giving proper clearance to lessee's tower communication activities. ITT consent shall also be contingent upon FAA approval, when interference results in limitations in radio station performance within the NAS.

10. HAZARDOUS SUBSTANCE

ITT agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of ITT's facilities.

INITIALS JS IT

Lessor ITT

The Lessor agrees to save and hold ITT harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of ITT's facilities.

11. QUIET ENJOYMENT

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend ITT's use and enjoyment of said premises against third party claims.

12. CONTRACT DISPUTES

This Agreement shall be governed by the laws of North Carolina, with the exception of its choice of law provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect.

13. SUCCESSORS

The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

The terms and provisions of this lease and the conditions herein bind ITT and ITT's heirs, executors, administrators, successors, and assigns.

14. NOTICES

All notices /correspondence shall be in writing, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice or correspondence to the other).

TO LESSOR: County of Currituck
Attention: County Manager
P. O. Box 39
Currituck, NC 27929

To ITT: ITT Corporation
12975 Worldgate Drive
Herndon, Virginia 20170
Attention: ADS-B Subcontracts Department

INITIALS AS VP
Lessor ITT

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as the date above written.

ATTEST:

LESSOR

By: Mary S. Gilbert

By: [Signature]

ITT CORPORATION

BY: [Signature]
(Signature)

V.P. of Contracts
(official title)

6-8-09
(date)

INITIALS MSG [Signature]
Lessor ITT



Geodetic Survey Services, Inc.
10660 S. Tryon Street, Suite 7
Charlotte, NC 28273
704-588-6697 * 704-583-1275 (fax)
www.gssfla.com

June 26, 2009

1-A Survey Certification:

I, Benjamin D. Karns being a Licensed Professional Surveyor in the State of North Carolina L-4539 do hereby certify the proposed tower location meets the specification set forth in FAA No. 405 Standards for Aeronautical Surveys and Related Products. Accuracies are 20' horizontally and 3' vertically.

I certify the horizontal position as being NAD 83(86):

Lat.: 36° 23' 57.172" (N)

Long.: 076° 00' 36.374" (W)

I certify the vertical position as being NAVD 88:

Elevation: 13.48'

Benjamin D. Karns

L-4539





Eric T. Weatherly, P.E.
County Engineer

Currituck County

153 Courthouse Road, Suite 302
Currituck, North Carolina 27929
252-232-6035

FAX 252-232-3298

Eric.Weatherly@CurrituckCountyNC.Gov

MEMORANDUM

Date: August 30, 2011

To: Dan and Ike

From: Eric T. Weatherly

RE: Maple Community Center
Dominion Power Agreements

Attached are four "Customer Service Request and Agreement for Service" to provide power to the YMCA/Senior Center. They are to provide power: 1) around the back of the building, 2) to the YMCA, 3) to the Senior Center and 4) to the pump station. These Agreements need a signature and seal.

Also attached is the Right of Way Agreement. This is to provide a power line easement around back of the buildings. We have many improvements planned in this area (ID8) but this is a general easement without a specific location. We can work with the power company during construction to determine the best location for the power line. Please sign and notarize as indicated.

Please return all originals to me for distribution. There are no costs associated with this work.



Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into this _____ day of _____, _____, by and between

**COUNTY OF CURRITUCK
YMCA FACILITY**

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in North Carolina as Dominion North Carolina Power, with its principal office in Richmond, Virginia ("GRANTEE").

WITNESSETH:

1. That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GRANTOR grants and conveys unto GRANTEE, its successors and assigns, the perpetual right, privilege and non-exclusive easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting purposes; including but not limited to the right:

Initials: AS _____

This Document Prepared by Virginia Electric and Power Company and should be returned to: Dominion North Carolina Power, PO Box 99 Roanoke Rapids NC 27870.

(Page 1 of 5 Pages)
DNCPIDNo(s). 71-11-0019

Form No. 721043A1(Jan 2011)
© Dominion Resources Services, Inc.

Right of Way Agreement

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said easement shall extend TWENTY (20') feet in width across the lands of **GRANTOR**; and

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in CURRITUCK COUNTY, North Carolina, as more fully described on Plat(s) Numbered 71-11-0019, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

Initials: _____

(Page 2 of 5 Pages)

DNCPIDNo(s). 71-11-0019

Right of Way Agreement

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE's** rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE's** option, for other damage done to **GRANTOR's** property inside the boundaries of the easement (subject, however, to **GRANTEE's** rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE's** facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE's** exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE's** rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE's** exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE's** exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such of its facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE** shall have the right to assign or transfer, without limitation, to any public service company all or any part of the perpetual right, privilege and easement granted herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: AS _____

(Page 3 of 5 Pages)
DNCPIDNo(s). 71-11-0019

Form No. 721043A3(Apr 2006)
© Dominion Resources Services, Inc.



Right of Way Agreement

North Carolina

11. GRANTOR covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that GRANTOR shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of GRANTOR warrants that they have been duly authorized to execute this easement on behalf of said County.

IN WITNESS WHEREOF, GRANTOR has caused its name to be hereto by authorized officer or agent, described below, on the date first above written.

APPROVED AS TO FORM:

[Signature]
(Name)
County Attorney
(Title)

COUNTY OF CURRITUCK
By: [Signature]
Title: COUNTY MANAGER

State of North Carolina

County of Currituck, to-wit:

I, Eileen M. Wirth, a Notary Public in and for the State of North Carolina at Large, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid Daniel F. Scanlon, II, County Manager, Currituck (Name of officer or agent) (Title of officer or agent) on behalf of County, North Carolina, whose name is

signed to the foregoing writing dated this 8th day of September, 2011, and acknowledged the same before me.

Given under my hand September 8, 2011.

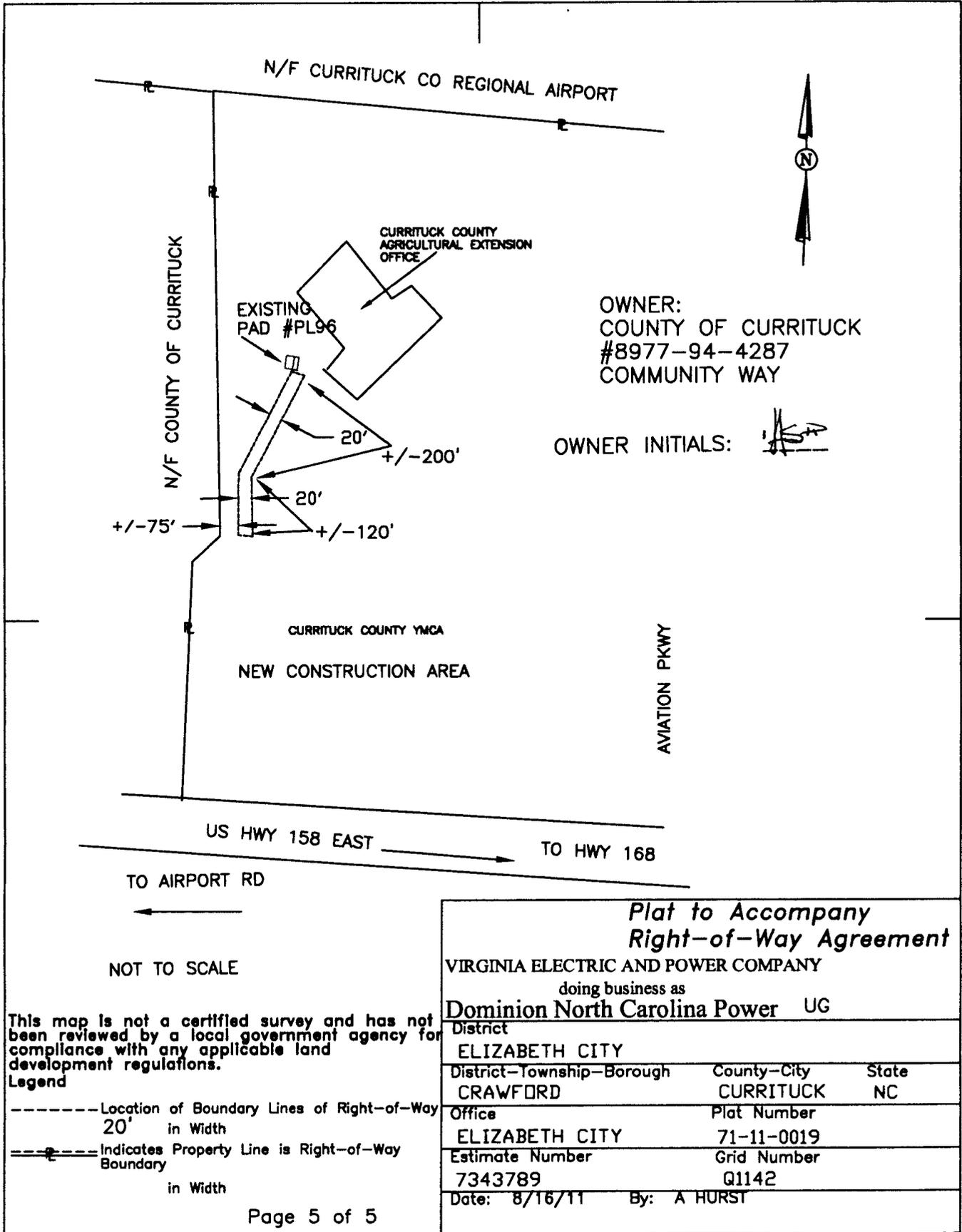
Eileen M. Wirth
Notary Public (Print Name)

[Signature]
Notary Public (Signature)

My Commission Expires: 3.15.2014

(Page 4 of 5 Pages)
Form No. 723291A(May 2010)
© Dominion Resources Services, Inc.

EILEEN M WIRTH
NOTARY PUBLIC
CURRITUCK COUNTY, NC
My Commission Expires 3-15-2014



NOT TO SCALE

This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

Legend

- Location of Boundary Lines of Right-of-Way 20' in Width
- ==== Indicates Property Line is Right-of-Way Boundary in Width

Plat to Accompany Right-of-Way Agreement		
VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion North Carolina Power UG		
District ELIZABETH CITY		
District-Township-Borough CRAWFORD	County-City CURRITUCK	State NC
Office ELIZABETH CITY		Plat Number 71-11-0019
Estimate Number 7343789		Grid Number Q1142
Date: 8/16/11		By: A HURST



Reply to Customer Service Request and Agreement for Service

Dominion North Carolina Power

County of Currituck
P.O. Box 38
Currituck, NC 27929

Date: 8/9/2011

Thank you for your request for underground service made through your inquiry shown at right. The work request number which has been assigned to your installation is shown at right and should be referenced when contacting Dominion North Carolina Power about your service.

Inquiry Date 5/4/2011
Work Request # 7374486

The service is to be furnished as follows. Customer Location 130 Community Way Barco, NC 27917

Work Description: 3 phase underground service to new YMCA

The service characteristics will be approximately those shown below:

Service Panel Size 1200 Amps 277/480 Volts 3 Phase 4 Wire, Delta X Wye, 60 Hertz A.C.

The available fault current at the service panel will be: 19,296 (Approximately Amperes symmetrical). Applicable regulations and ordinances require the installation of a suitably rated service panel to interrupt this fault current. It is the Applicant's responsibility to advise Applicant's contractor of the characteristics of the electricity to be provided so that proper equipment may be installed.

Dominion North Carolina Power will furnish such service in accordance with applicable terms and conditions of service filed with, and authorized by, the state regulatory commission. It is the Applicant's responsibility to adhere to the requirements of Dominion North Carolina Power's published information and Requirements for Electric Service applicable in North Carolina (the "Blue Book"). The Blue Book is available at a local Dominion North Carolina Power office or on-line at www.dom.com.

Service Charges:

- For your residence(s) representing the following locations:
For the approach line to your development. (If applicable, see attached "Approach Line Rider" Form No. 723463)
Lots passed beyond 1,250 feet. (If applicable, see attached "1,250 Foot Rule" Form No. 723465)
To increase the capacity of the facilities serving you.
To install underground facilities in place of overhead facilities.
For non-residential service(s) representing the following locations:
Load Mix Documentation
Other (Explain)
Other (Explain)
\$0.00 Total
No charge required (Explain)
Prepaid

The above cost has been estimated in good faith; however should unforeseen circumstances or Applicant change orders modify the magnitude of the project, Dominion North Carolina Power reserves the right to stop construction and/or amend the service cost. For such project changes, additional construction charges, not to exceed \$500 for residential customers or \$1000 for non-residential customers, will be billed to Applicant upon completion of the work. Additional construction charges in excess of the aforementioned amounts will require prior authorization from the Applicant. Dominion North Carolina Power may require payment of such additional construction charges prior to the completion of the service. It is the Applicant's responsibility to inform Dominion North Carolina Power of the possible presence of rock conditions or hazardous materials, etc. on the site upon the initial request for service.

The applicant is responsible for the following items: removing, chipping, or otherwise disposing of debris produced by right-of-way clearing; reseeding; resodding; landscaping; all current State mandated erosion control and sedimentation control measures. Therefore, the above charges

do not include these services unless otherwise specified in this Agreement.

The necessary engineering and construction work is being scheduled to provide for connection of your service by the date shown at right. This completion date may vary slightly in the event of inclement weather or emergencies.

Date 10/10/11

In order to install the facilities by the scheduled completion date, it will be necessary for you to complete the items below by the date shown at right.

Date 09/02/11

Check as many as apply with "X"

- Install Company/Customer provided conduit for the area(s) contracted for hereunder. Ensure conduit is free of obstructions and install 1000# pull string. Conduit ends are to be capped and clearly marked.
- Cut and clear right-of-way as shown on the attached sketch.
- Locate and mark any privately-owned underground facilities which may be in the vicinity of Dominion North Carolina Power's proposed facilities route as shown on the attached sketch.
- Execute and return the Company's easement for electrical facilities.
- Install meter base and customer's conductors.
- Identify property line control points.
- Grade site to be at final elevation.
- Install a secure attachment device for Dominion North Carolina Power's service drop.
- Obtain electrical inspection.
- Install the service entrance cable from the meter socket to the attachment device.
- Execute an agreement for the Purchase of Electricity prior to the delivery of service.
- Execute an agreement for the Purchase of Electricity prior to the construction of facilities.
- Other _____
- Other _____

The proper installation of Dominion North Carolina Power's facilities depends upon Applicants' proper performance of the items marked above. Applicant shall be responsible for the cost of damages to the property of Dominion North Carolina Power or to the property of others for the cost of replacing, moving, or otherwise correcting the location or placement of the facilities installed by Dominion North Carolina Power when such damage or need for correction arises from the improper performance of the items marked in the preceding paragraph.

If Applicant's schedule will permit completion of these items before the required date, please contact the Dominion North Carolina Power representative identified below. In the event the Applicant has not completed these items by the required date, connection of the Applicant's service will be rescheduled and Applicant will be notified of the new scheduled completion date.

Dominion North Carolina Power Representative

Norma N. Cook

Telephone 252-331-6111

After the service cables have been installed, it shall be the Applicant's responsibility to adequately water seal all cable and conduit entrances (including spares) in accordance with the latest edition of the National Electrical Code. The water sealing compound must be compatible with the crosslinked polyethylene insulation on the service cables. An electrical inspection will also be required before Applicant's electric service facilities are energized.

If any of the following occur before the installation of the electric facilities required to provide one or more of the services contracted for herein, this Agreement will terminate as to any service contracted for and for which electric facilities have not been installed.

- 1 An electrical permit of similar required authorization from a government entity is not received within six (6) months of the date of this Agreement.
- 2 The electric service plan under which the charges or conditions for service of this Agreement having been established is terminated by the North Carolina Utilities Commission, a new service plan containing different charges or conditions of service is approved, the Company has provided written notice of termination and thirty (30) days have elapsed since the Company gave such notice.
- 3 The Company has not received Applicant's payment and authorization within sixty (60) days from the date of this Agreement. In this case, Applicant's request for service will automatically be cancelled without notice to Applicant.

If you agree to the foregoing, enclose the payment shown at right and return this signed Agreement in the enclosed return envelope. If we have not received your payment and authorization within 60 days from the date of this agreement, your request for service will be canceled.

Payment	
Amount	<u>\$0.00</u>
Work Request #	<u>7374486</u>

In the event of termination of this agreement for facilities not installed as outlined above, Dominion North Carolina Power will provide such electrical service facilities as required under the provisions of a new agreement in accordance with Company's then applicable electric service plan and charges as filed with the North Carolina Utilities Commission.

This Agreement shall be construed according to the laws of the State of North Carolina.

If consideration of the mutual benefits to the parties as a result of such Agreement and the mutual promises contained herein the parties have caused their duly authorized representatives to execute this Agreement on their behalf as of the date here above mentioned.

Company Name

LIBERTY COUNTY
~~_____~~ (SEAL)
COUNTY MANAGER

By

Title

Virginia Electric and Power Company d/b/a
 Dominion North Carolina Power

By: Norma L. Cook (SEAL)

Title: Project Designer

Enclosed is payment of the service charge shown above for work request #

7374486

Please note: The signing of this form constitutes an agreement for the installation of necessary facilities only and is not a formal application for electric service. Please contact our Customer Service Center at 1-866-DOM-HELP (1-866-366-4357) to apply and have the electric service turned on and placed in your name. If you have any questions, please contact me at the provided telephone number. If you are excavating, REMEMBER to call Miss Utility before you dig at 811.

BELOW IS FOR DOMINION NORTH CAROLINA POWER USE ONLY

WBS Element (10 digits)	Profit Center P303000	G/L Account 1137050	Debit	
		G/L Account TERF 6199010	Credit	
		G/L Account TAX 2115150	Credit	
		G/L Account CIAC 5399060	Credit	

To be provided by person entering service agreement:

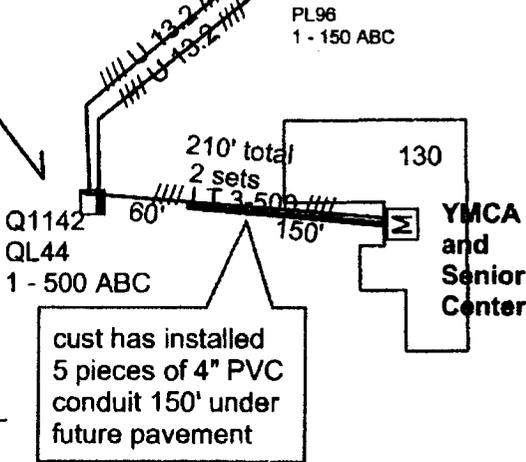
CBMS Bill Account No. (10 digits)

**Maple, NC
WR 7374486**

install 3 ph ug service
to new YMCA building -
2 sets of 500 - CT-metered
service - customer will
have 4 sets of 350 MCM
CU - 277/480 voltage

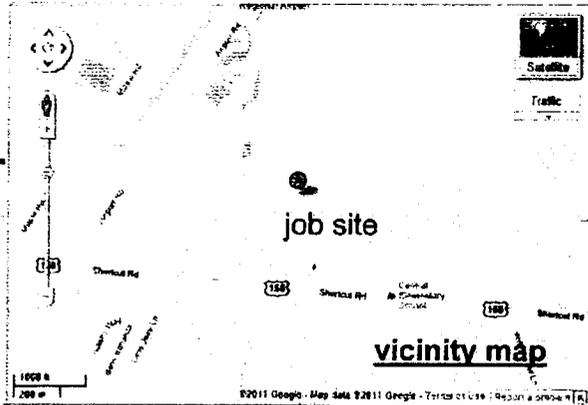
Q1142 QL44
500 kva - NJU

INSTALL:
KTB24 (60')
LT350 (120')
TRNC4PL350 (300')
MMC1000
MCT3B400
M3D120D
MS3
LABENGR (3)



Ground Rods: _____
Ohms: _____

T = 60'
C = 452'



.5 mi. to Airport Road

QJ99
1-10 C

475IF117
RJ26
3 - 100 N ABC

to Barco

Volts 277/480	Amps 1200	Phase ABC	ADC Map #	Co. Grid # Q1142	Scale 1 inch = 120 feet
Voltage Drop 1.06	Flicker N/A	Circuit # 475	Substation Sligo		
Fault Current 19296	Est. Demand 374 KW	Tax District 72511	Miss U # 811		
Easement # N/A	TRS # 71 475 IF117	WR Name County of Currituck			
POC	Phone #	In Maple, ea. on US 158, left on Community Way - 3 ph ug srv to new YMCA - install 2 sets of 500 out of new trf Q1142QL44 - CT-metered service			
Designer Norma N. Cook	Phone # 252-331-6111				
Work Request # 7374486	Date 8/9/2011	Location 130 Community Way, Barco, NC 27917			



Reply to Customer Service Request and Agreement for Service

Dominion North Carolina Power

County of Currituck
130 Community Way
Barco, NC 27917

Date: 8/9/2011

Thank you for your request for underground service made through your inquiry shown at right. The work request number which has been assigned to your installation is shown at right and should be referenced when contacting Dominion North Carolina Power about your service.

Inquiry Date 5/4/2011
Work Request # 7374497

The service is to be furnished as follows. Customer Location 130 Community Way Barco, NC 27917
Work Description: underground service to pump station

The service characteristics will be approximately those shown below:

Service Panel Size 200 Amps 120/208 Volts 3 Phase 4 Wire, Delta X Wye, 60 Hertz A.C.

The available fault current at the service panel will be: 5,493 (Approximately Amperes symmetrical). Applicable regulations and ordinances require the installation of a suitably rated service panel to interrupt this fault current. It is the Applicant's responsibility to advise Applicant's contractor of the characteristics of the electricity to be provided so that proper equipment may be installed.

Dominion North Carolina Power will furnish such service in accordance with applicable terms and conditions of service filed with, and authorized by, the state regulatory commission. It is the Applicant's responsibility to adhere to the requirements of Dominion North Carolina Power's published information and Requirements for Electric Service applicable in North Carolina (the "Blue Book"). The Blue Book is available at a local Dominion North Carolina Power office or on-line at www.dom.com.

Service Charges:

- For your residence(s) representing the following locations:
For the approach line to your development. (If applicable, see attached "Approach Line Rider" Form No. 723463)
Lots passed beyond 1,250 feet. (If applicable, see attached "1,250 Foot Rule" Form No. 723465)
To increase the capacity of the facilities serving you.
To install underground facilities in place of overhead facilities.
For non-residential service(s) representing the following locations:
Load Mix Documentation
Other (Explain)
Other (Explain)
\$0.00 Total
No charge required (Explain)
Prepaid

The above cost has been estimated in good faith; however should unforeseen circumstances or Applicant change orders modify the magnitude of the project, Dominion North Carolina Power reserves the right to stop construction and/or amend the service cost. For such project changes, additional construction charges, not to exceed \$500 for residential customers or \$1000 for non-residential customers, will be billed to Applicant upon completion of the work. Additional construction charges in excess of the aforementioned amounts will require prior authorization from the Applicant. Dominion North Carolina Power may require payment of such additional construction charges prior to the completion of the service. It is the Applicant's responsibility to inform Dominion North Carolina Power of the possible presence of rock conditions or hazardous materials, etc. on the site upon the initial request for service.

The applicant is responsible for the following items: removing, chipping, or otherwise disposing of debris produced by right-of-way clearing; reseeding; resodding; landscaping; all current State mandated erosion control and sedimentation control measures. Therefore, the above charges

do not include these services unless otherwise specified in this Agreement.

The necessary engineering and construction work is being scheduled to provide for connection of your service by the date shown at right. This completion date may vary slightly in the event of inclement weather or emergencies.

Date 10/10/11

In order to install the facilities by the scheduled completion date, it will be necessary for you to complete the items below by the date shown at right.

Date 09/02/11

Check as many as apply with "X"

- Install Company/Customer provided conduit for the area(s) contracted for hereunder. Ensure conduit is free of obstructions and install 1000# pull string. Conduit ends are to be capped and clearly marked.
- Cut and clear right-of-way as shown on the attached sketch.
- Locate and mark any privately-owned underground facilities which may be in the vicinity of Dominion North Carolina Power's proposed facilities route as shown on the attached sketch.
- Execute and return the Company's easement for electrical facilities.
- Install meter base and customer's conductors.
- Identify property line control points.
- Grade site to be at final elevation.
- Install a secure attachment device for Dominion North Carolina Power's service drop.
- Obtain electrical inspection.
- Install the service entrance cable from the meter socket to the attachment device.
- Execute an agreement for the Purchase of Electricity prior to the delivery of service.
- Execute an agreement for the Purchase of Electricity prior to the construction of facilities.
- Other _____
- Other _____

The proper installation of Dominion North Carolina Power's facilities depends upon Applicants' proper performance of the items marked above. Applicant shall be responsible for the cost of damages to the property of Dominion North Carolina Power or to the property of others for the cost of replacing, moving, or otherwise correcting the location or placement of the facilities installed by Dominion North Carolina Power when such damage or need for correction arises from the improper performance of the items marked in the preceding paragraph.

If Applicant's schedule will permit completion of these items before the required date, please contact the Dominion North Carolina Power representative identified below. In the event the Applicant has not completed these items by the required date, connection of the Applicant's service will be rescheduled and Applicant will be notified of the new scheduled completion date.

Dominion North Carolina Power Representative Norma N. Cook Telephone 252-331-6111

After the service cables have been installed, it shall be the Applicant's responsibility to adequately water seal all cable and conduit entrances (including spares) in accordance with the latest edition of the National Electrical Code. The water sealing compound must be compatible with the crosslinked polyethylene insulation on the service cables. An electrical inspection will also be required before Applicant's electric service facilities are energized.

If any of the following occur before the installation of the electric facilities required to provide one or more of the services contracted for herein, this Agreement will terminate as to any service contracted for and for which electric facilities have not been installed.

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Payment	
Amount	<u>\$0.00</u>
Work Request #	<u>7374497</u>

In the event of termination of this agreement for facilities not installed as outlined above, Dominion North Carolina Power will provide such electrical service facilities as required under the provisions of a new agreement in accordance with Company's then applicable electric service plan and charges as filed with the North Carolina Utilities Commission.

This Agreement shall be construed according to the laws of the State of North Carolina.

If consideration of the mutual benefits to the parties as a result of such Agreement and the mutual promises contained herein the parties have caused their duly authorized representatives to execute this Agreement on their behalf as of the date here above mentioned.

Company Name CURRUCK COUNTY
 By [Signature] (SEAL)
 Title COUNTY MANAGER

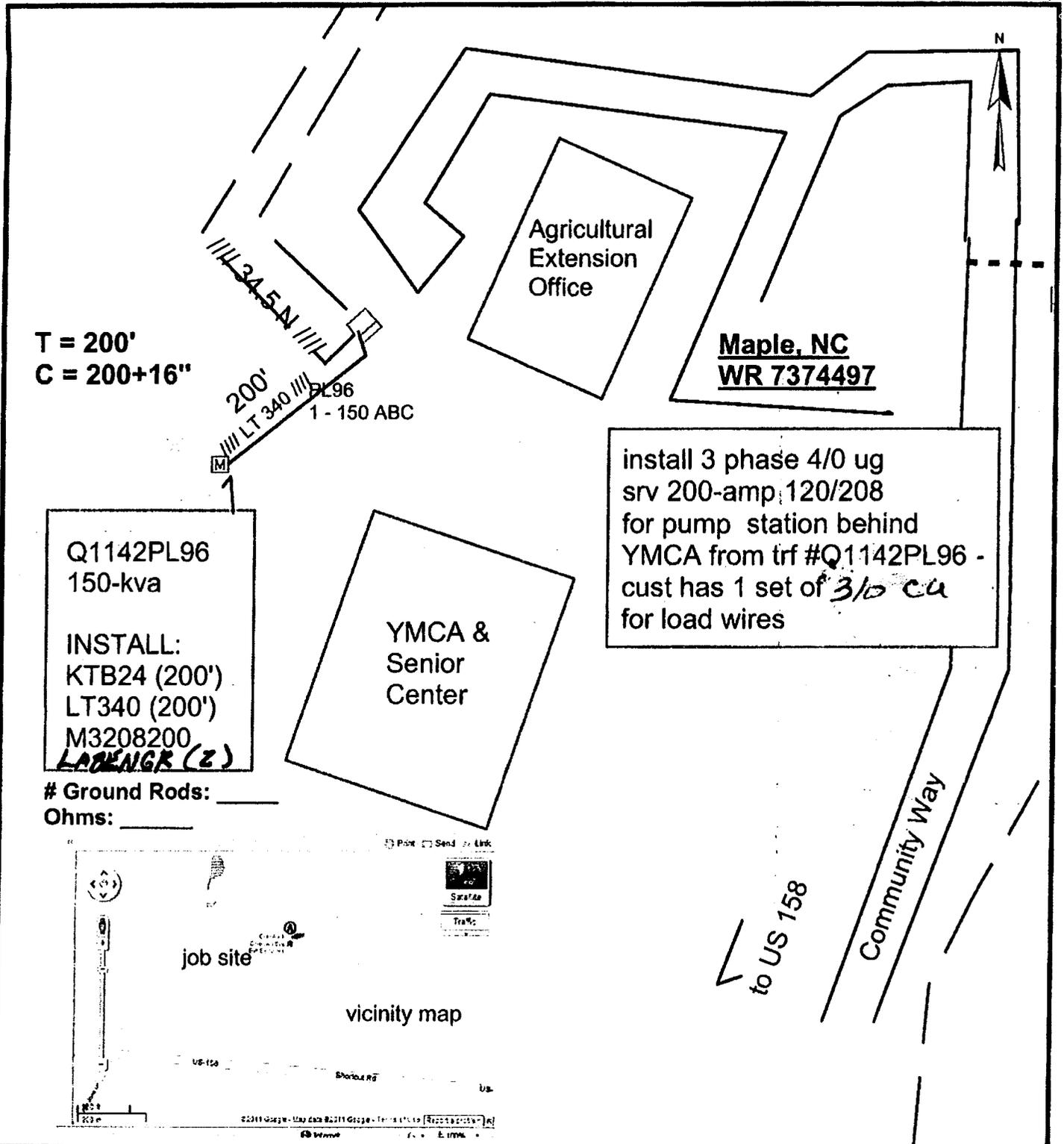
Virginia Electric and Power Company d/b/a
 Dominion North Carolina Power
 By: [Signature] (SEAL)
 Title: Project Designer

Enclosed is payment of the service charge shown above for work request # 7374497

Please note: The signing of this form constitutes an agreement for the installation of necessary facilities only and is not a formal application for electric service. Please contact our Customer Service Center at 1-866-DOM-HELP (1-866-366-4357) to apply and have the electric service turned on and placed in your name. If you have any questions, please contact me at the provided telephone number. If you are excavating, REMEMBER to call Miss Utility before you dig at 811.

BELOW IS FOR DOMINION NORTH CAROLINA POWER USE ONLY			
WBS Element (10 digits)	Profit Center P303000	G/L Account 1137050	Debit
		G/L Account TERF 6199010	Credit
		G/L Account TAX 2115150	Credit
		G/L Account CIAC 5399060	Credit

To be provided by person entering service agreement:
 CBMS Bill Account No. (10 digits)



Volts 120/208	Amps 200	Phase ABC	ADC Map #	Co. Grid # Q1142	Scale 1 inch equals 133 feet
Voltage Drop <i>.14</i>	Flicker N/A		Circuit # 475	Substation Sligo	
Fault Current 5493	Est. Demand <i>3 kw</i>		Tax District 72511	Miss U # 811	
Easement # N/A	TRS # <i>71475 IF 117</i>	WR Name County of Currituck			
POC	Phone #	In Maple, ea. on 158, left on Community Way, around behind Agricultural Extension Office Bldg. - install 3 ph 4/0 ug srv 200- amp 120/208 to pump station behind YMCA from trf Q1142PL96			
Designer Norma N. Cook	Phone # 252-331-6111				
Work Request # 7374497	Date 5/4/2011	Location 130 Community Way, Barco, NC			



Reply to Customer Service Request and Agreement for Service

Dominion North Carolina Power

County of Currituck
P.O. Box 38
Currituck, NC 27929

Date: 8/9/2011

Thank you for your request for underground service made through your inquiry shown at right. The work request number which has been assigned to your installation is shown at right and should be referenced when contacting Dominion North Carolina Power about your service.

Inquiry Date 5/4/2011
Work Request # 7374489

The service is to be furnished as follows. Customer 130 Community Way
Location Barco, NC 27917
Work Description: 3 phase underground service to SENIOR CENTER

The service characteristics will be approximately those shown below:

Service Panel Size 300 Amps 277/480 Volts 3 Phase 4 Wire,
Delta X Wye, 60 Hertz A.C.

The available fault current at the service panel will be: 12,049 (Approximately Amperes symmetrical). Applicable regulations and ordinances require the installation of a suitably rated service panel to interrupt this fault current. It is the Applicant's responsibility to advise Applicant's contractor of the characteristics of the electricity to be provided so that proper equipment may be installed.

Dominion North Carolina Power will furnish such service in accordance with applicable terms and conditions of service filed with, and authorized by, the state regulatory commission. It is the Applicant's responsibility to adhere to the requirements of Dominion North Carolina Power's published information and Requirements for Electric Service applicable in North Carolina (the "Blue Book"). The Blue Book is available at a local Dominion North Carolina Power office or on-line at www.dom.com.

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For the approach line to your development. (If applicable, see attached "Approach Line Rider" Form No. 723463)
Lots passed beyond 1,250 feet. (If applicable, see attached "1,250 Foot Rule" Form No. 723465)
To increase the capacity of the facilities serving you.
To install underground facilities in place of overhead facilities.
For non-residential service(s) representing the following locations:
Load Mix Documentation
Other (Explain)
Other (Explain)
\$0.00 Total
No charge required (Explain)
Prepaid

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Date 10/10/11

In order to install the facilities by the scheduled completion date, it will be necessary for you to complete the items below by the date shown at right.

Date 09/02/11

Check as many as apply with "X"

- Install Company/Customer provided conduit for the area(s) contracted for hereunder. Ensure conduit is free of obstructions and install 1000# pull string. Conduit ends are to be capped and clearly marked.
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- Locate and mark any privately-owned underground facilities which may be in the vicinity of Dominion North Carolina Power's proposed facilities route as shown on the attached sketch.
- Execute and return the Company's easement for electrical facilities.
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- Identify property line control points.
- Grade site to be at final elevation.
- Install a secure attachment device for Dominion North Carolina Power's service drop.
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- Other _____
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The proper installation of Dominion North Carolina Power's facilities depends upon Applicants' proper performance of the items marked above. Applicant shall be responsible for the cost of damages to the property of Dominion North Carolina Power or to the property of others for the cost of replacing, moving, or otherwise correcting the location or placement of the facilities installed by Dominion North Carolina Power when such damage or need for correction arises from the improper performance of the items marked in the preceding paragraph.

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Payment	
Amount	<u>\$0.00</u>
Work Request #	<u>7374489</u>

In the event of termination of this agreement for facilities not installed as outlined above, Dominion North Carolina Power will provide such electrical service facilities as required under the provisions of a new agreement in accordance with Company's then applicable electric service plan and charges as filed with the North Carolina Utilities Commission.

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Company Name GURBETON COUNTY
 By [Signature] (SEAL)
 Title COUNTY MANAGER

Virginia Electric and Power Company d/b/a
 Dominion North Carolina Power
 By: [Signature] (SEAL)
 Title: Project Designer

Enclosed is payment of the service charge shown above for work request # 7374489

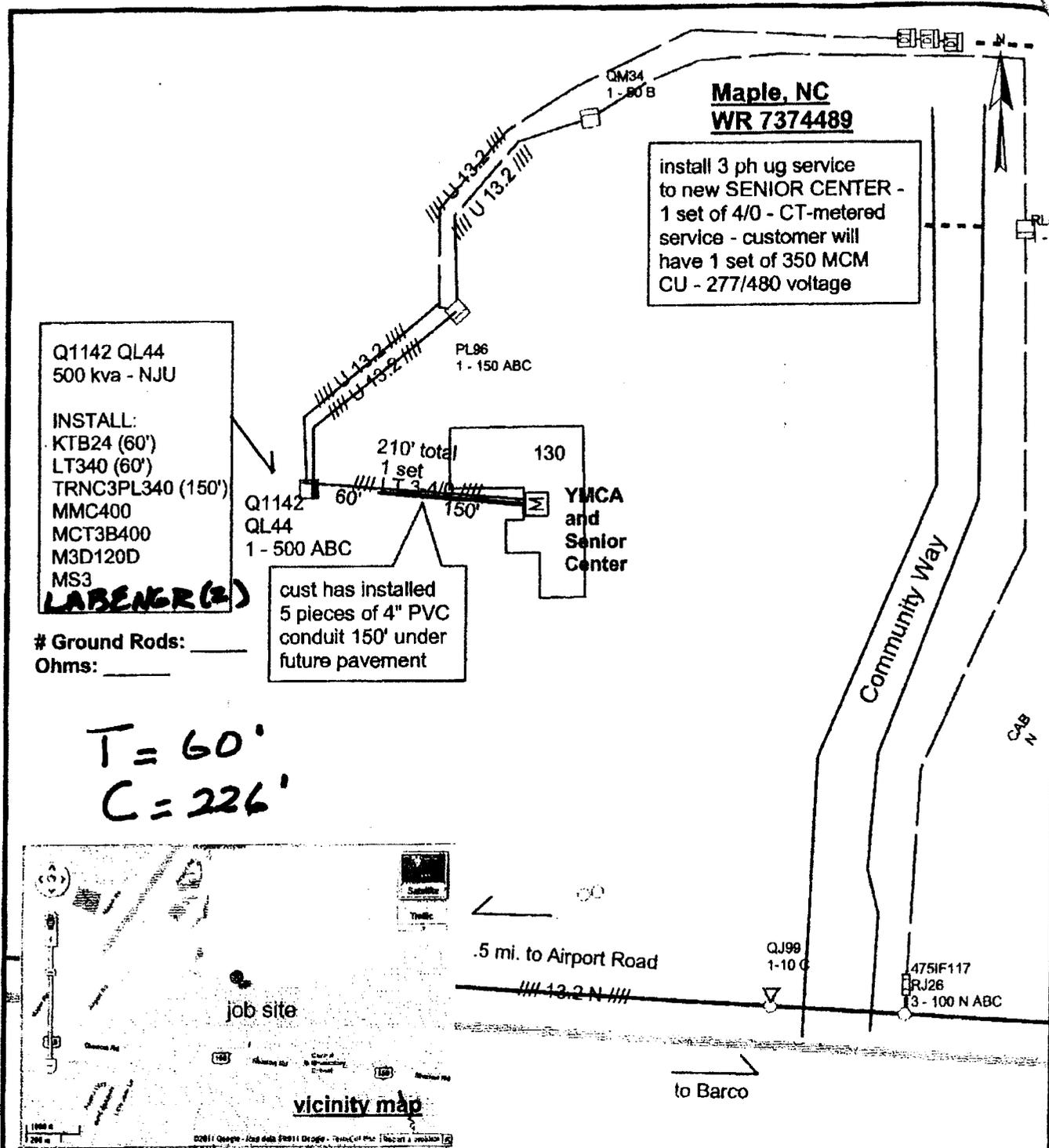
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		G/L Account TERF 6199010	Credit	
		G/L Account TAX 2115150	Credit	
		G/L Account CIAC 5399060	Credit	

To be provided by person entering service agreement:

CBMS Bill Account No. (10 digits)



Maple, NC
WR 7374489

install 3 ph ug service to new SENIOR CENTER -
1 set of 4/0 - CT-metered service - customer will have 1 set of 350 MCM
CU - 277/480 voltage

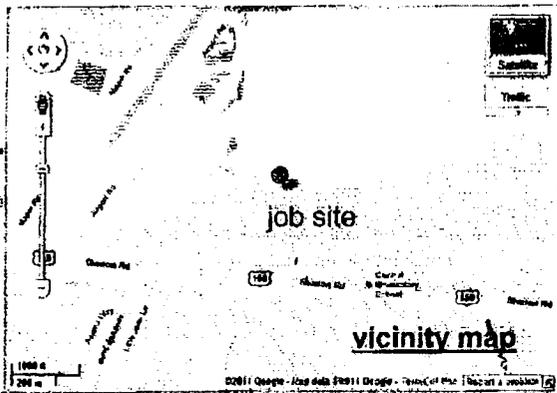
Q1142 QL44
500 kva - NJU

INSTALL:
KITB24 (60')
LT340 (60')
TRNC3PL340 (150')
MMC400
MCT3B400
M3D120D
MS3
LABENGR(2)

Ground Rods: _____
Ohms: _____

cust has installed 5 pieces of 4" PVC conduit 150' under future pavement

T = 60'
C = 226'



Volts 277/480	Amps 300	Phase ABC	ADC Map #	Co. Grid # Q1142	Scale 1 inch = 100 feet
Voltage Drop 1.07	Flicker N/A		Circuit # 475	Substation Sligo	
Fault Current 12049	Est. Demand 102 kw		Tax District 72511	Miss U # 811	
Easement # N/A	TRS # 71 475 IF117	WR Name County of Currituck			
POC	Phone #	In Maple, ea. on US 158, left on Community Way - 3 ph ug srv to new SENIOR CENTER - install 1 set of 4/0 out of new trf Q1142QL44 - CT-metered service			
Designer Norma N. Cook	Phone # 252-331-6111				
Work Request # 7374489	Date 8/9/2011	Location 130 Community Way, Barco, NC 27917			



Reply to Customer Service Request and Agreement for Service

Dominion North Carolina Power

County of Currituck
P.O. Box 38
Currituck, NC 27929

Date: 8/9/2011

Thank you for your request for underground service made through your inquiry shown at right. The work request number which has been assigned to your installation is shown at right and should be referenced when contacting Dominion North Carolina Power about your service.

Inquiry Date 12/13/2010
Work Request # 7343789

The service is to be furnished as follows.

Customer 130 Community Way
Location Barco, NC 27917

Work Description: install underground primary/set 3 phase 277/480-volt padmount transformer/install underground primary to continue loop in commerce park - PRIMARY WORK

The service characteristics will be approximately those shown below:

Service Panel Size Amps Volts Phase Wire,
Delta Wye, 60 Hertz A.C.

The available fault current at the service panel will be: (Approximately Amperes symmetrical). Applicable regulations and ordinances require the installation of a suitably rated service panel to interrupt this fault current. It is the Applicant's responsibility to advise Applicant's contractor of the characteristics of the electricity to be provided so that proper equipment may be installed.

Dominion North Carolina Power will furnish such service in accordance with applicable terms and conditions of service filed with, and authorized by, the state regulatory commission. It is the Applicant's responsibility to adhere to the requirements of Dominion North Carolina Power's published information and Requirements for Electric Service applicable in North Carolina (the "Blue Book"). The Blue Book is available at a local Dominion North Carolina Power office or on-line at www.dom.com.

Service Charges:

- For your residence(s) representing the following locations:
For the approach line to your development. (If applicable, see attached "Approach Line Rider" Form No. 723463)
Lots passed beyond 1,250 feet. (If applicable, see attached "1,250 Foot Rule" Form No. 723465)
To increase the capacity of the facilities serving you.
To install underground facilities in place of overhead facilities.
For non-residential service(s) representing the following locations:
Load Mix Documentation
Other (Explain)
Other (Explain)
\$0.00 Total
No charge required (Explain)
Prepaid

The above cost has been estimated in good faith; however should unforeseen circumstances or Applicant change orders modify the magnitude of the project, Dominion North Carolina Power reserves the right to stop construction and/or amend the service cost. For such project changes, additional construction charges, not to exceed \$500 for residential customers or \$1000 for non-residential customers, will be billed to Applicant upon completion of the work. Additional construction charges in excess of the aforementioned amounts will require prior authorization from the Applicant. Dominion North Carolina Power may require payment of such additional construction charges prior to the completion of the service. It is the Applicant's responsibility to inform Dominion North Carolina Power of the possible presence of rock conditions or hazardous materials, etc. on the site upon the initial request for service.

The applicant is responsible for the following items: removing, chipping, or otherwise disposing of debris produced by right-of-way clearing; reseedling; resodding; landscaping; all current State mandated erosion control and sedimentation control measures. Therefore, the above charges

do not include these services unless otherwise specified in this Agreement.

The necessary engineering and construction work is being scheduled to provide for connection of your service by the date shown at right. This completion date may vary slightly in the event of inclement weather or emergencies.

Date 10/10/11

In order to install the facilities by the scheduled completion date, it will be necessary for you to complete the items below by the date shown at right.

Date 09/02/11

Check as many as apply with "X"

- Install Company/Customer provided conduit for the area(s) contracted for hereunder. Ensure conduit is free of obstructions and install 1000# pull string. Conduit ends are to be capped and clearly marked.
- Cut and clear right-of-way as shown on the attached sketch.
- Locate and mark any privately-owned underground facilities which may be in the vicinity of Dominion North Carolina Power's proposed facilities route as shown on the attached sketch.
- Execute and return the Company's easement for electrical facilities.
- Install meter base and customer's conductors.
- Identify property line control points.
- Grade site to be at final elevation.
- Install a secure attachment device for Dominion North Carolina Power's service drop.
- Obtain electrical inspection.
- Install the service entrance cable from the meter socket to the attachment device.
- Execute an agreement for the Purchase of Electricity prior to the delivery of service.
- Execute an agreement for the Purchase of Electricity prior to the construction of facilities.
- Other _____
- Other _____

The proper installation of Dominion North Carolina Power's facilities depends upon Applicants' proper performance of the items marked above. Applicant shall be responsible for the cost of damages to the property of Dominion North Carolina Power or to the property of others for the cost of replacing, moving, or otherwise correcting the location or placement of the facilities installed by Dominion North Carolina Power when such damage or need for correction arises from the improper performance of the items marked in the preceding paragraph.

If Applicant's schedule will permit completion of these items before the required date, please contact the Dominion North Carolina Power representative identified below. In the event the Applicant has not completed these items by the required date, connection of the Applicant's service will be rescheduled and Applicant will be notified of the new scheduled completion date.

Dominion North Carolina Power Representative Norma N. Cook Telephone 252-331-6111

After the service cables have been installed, it shall be the Applicant's responsibility to adequately water seal all cable and conduit entrances (including spares) in accordance with the latest edition of the National Electrical Code. The water sealing compound must be compatible with the crosslinked polyethylene insulation on the service cables. An electrical inspection will also be required before Applicant's electric service facilities are energized.

If any of the following occur before the installation of the electric facilities required to provide one or more of the services contracted for herein, this Agreement will terminate as to any service contracted for and for which electric facilities have not been installed.

- 1 An electrical permit of similar required authorization from a government entity is not received within six (6) months of the date of this Agreement.
- 2 The electric service plan under which the charges or conditions for service of this Agreement having been established is terminated by the North Carolina Utilities Commission, a new service plan containing different charges or conditions of service is approved, the Company has provided written notice of termination and thirty (30) days have elapsed since the Company gave such notice.
- 3 The Company has not received Applicant's payment and authorization within sixty (60) days from the date of this Agreement. In this case, Applicant's request for service will automatically be cancelled without notice to Applicant.

If you agree to the foregoing, enclose the payment shown at right and return this signed Agreement in the enclosed return envelope. If we have not received your payment and authorization within 60 days from the date of this agreement, your request for service will be canceled.

Payment	
Amount	<u>\$0.00</u>
Work Request #	<u>7343789</u>

In the event of termination of this agreement for facilities not installed as outlined above, Dominion North Carolina Power will provide such electrical service facilities as required under the provisions of a new agreement in accordance with Company's then applicable electric service plan and charges as filed with the North Carolina Utilities Commission.

This Agreement shall be construed according to the laws of the State of North Carolina.

If consideration of the mutual benefits to the parties as a result of such Agreement and the mutual promises contained herein the parties have caused their duly authorized representatives to execute this Agreement on their behalf as of the date here above mentioned.

Company Name CURRITUCK COUNTY
 By [Signature] (SEAL)
 Title COUNTY MANAGER

Virginia Electric and Power Company d/b/a
 Dominion North Carolina Power
 By: [Signature] (SEAL)
 Title: Project Designer

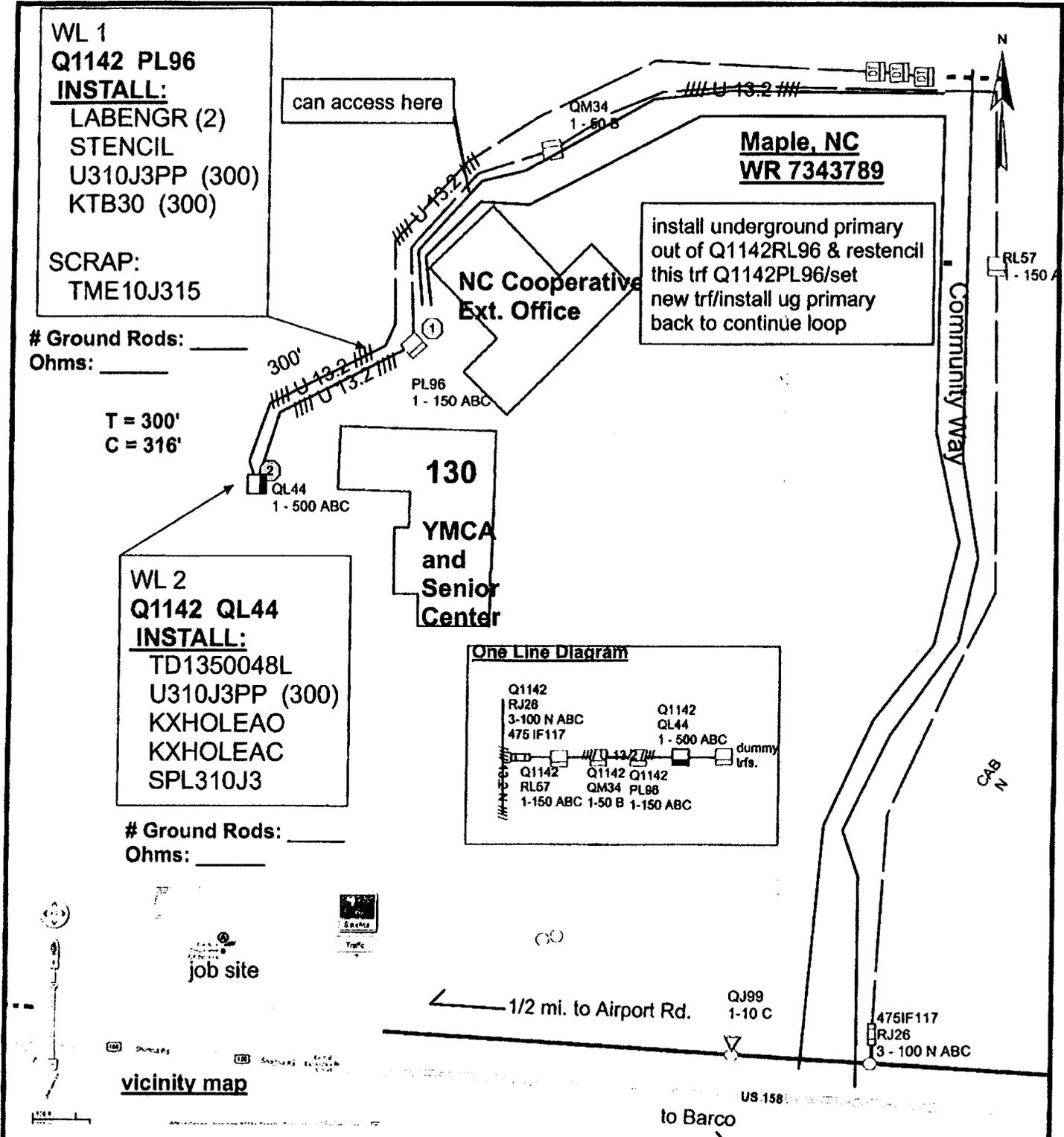
Enclosed is payment of the service charge shown above for work request # 7343789

Please note: The signing of this form constitutes an agreement for the installation of necessary facilities only and is not a formal application for electric service. Please contact our Customer Service Center at 1-866-DOM-HELP (1-866-366-4357) to apply and have the electric service turned on and placed in your name. If you have any questions, please contact me at the provided telephone number. If you are excavating, REMEMBER to call Miss Utility before you dig at 811.

BELOW IS FOR DOMINION NORTH CAROLINA POWER USE ONLY

WBS Element (10 digits)	Profit Center P303000	G/L Account 1137050	Debit	
		G/L Account TERF 6199010	Credit	
		G/L Account TAX 2115150	Credit	
		G/L Account CIAC 5399060	Credit	

To be provided by person entering service agreement:
 CBMS Bill Account No. (10 digits)



Volts 227/480	Amps N/A	Phase ABC	ADC Map #	Co. Grid # Q1142	Scale 1 inch = 17 feet
Voltage Drop N/A	Flicker N/A		Circuit # 475	Substation Sligo	
Fault Current N/A	Est. Demand N/A		Tax District 72511	Miss U # 811	
Easement # 71-11-0019	TRS # 71 475 IF117	WR Name COUNTY OF CURRITUCK			
POC NORMA N COOK	Phone # 252-331-6111	In Maple, ea. on 158, left on Community Way - primary work for Curr. Cty. YMCA & Senior Center - ARCFM JOB1			
Designer NORMA04	Phone # 252-331-6111				
Work Request # 7343789	Date 8/15/2011	Location 130 COMMUNITY WAY BARCO NC			

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 19th day of September, 2011, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10440-545000	Contract Services	\$ 5,000	
10511-590000	Capital Outlay	\$ 8,700	
10350-468000	Sale of Fixed Assets		\$ 28,490
10390-499900	Appropriated Fund Balance	\$ 14,790	
		<u>\$ 28,490</u>	<u>\$ 28,490</u>

Explanation: Finance (10440); Jail (10511) - To record July and August 2011 sales of assets on GovDeals, to appropriate funds to pay the GovDeals fees and to replace Jail audio recording system in the Jail.

Net Budget Effect: Operating Fund (10) - Increased by \$13,700.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 19th day of September, 2011, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10796-561000	Professional Services	\$ 35,000	
10796-590000	Capital Outlay		\$ 35,000
		<u>\$ 35,000</u>	<u>\$ 35,000</u>

Explanation: Rural Center (10796) - Transfer budgeted funds to professional services for Albemarle RC&D Council Inc to manage Rural Center boardwalk, picnic pavilion and kayak launch project.

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

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 19th day of September, 2011, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10531-532000	Supplies	\$ 2,025	
10390-499900	Appropriated Fund Balance		\$ 2,025
		<u>\$ 2,025</u>	<u>\$ 2,025</u>

Explanation: Emergency Management (10531) - To carry-forward 2010 Emergency Management Planning Grant funds remaining at June 30, 2011. This grant expires September 30, 2011.

Net Budget Effect: Operating Fund (10) - Increased by \$2,025.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 19th day of September, 2011, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
62828-532000	Supplies	\$ 1,500	
62828-561000	Professional Services		\$ 1,500
		<u>\$ 1,500</u>	<u>\$ 1,500</u>

Explanation: Newtown Road Sewer (62828) - Pumps for home sites in the Newtown Road Sewer District.

Net Budget Effect: Newtown Road Sewer Fund (62) - No change.

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Clerk to the Board

BUDGET AMENDMENT

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<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10640-532007	Backpacks for Kids	\$ 219	
10390-499900	Appropriated Fund Balance		\$ 219
		<u>\$ 219</u>	<u>\$ 219</u>

Explanation: Cooperative Extension (10640) - To carry-forward funds donated for the Backpacks for Kids program.

Net Budget Effect: Operating Fund (10) - Increased by \$219.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 19th day of September, 2011, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10640-590000	Capital Outlay	\$ 3,600	
10640-532005	AG Supplies	\$ 493	
10330-449900	Miscellaneous Grants		\$ 4,093
		<u>\$ 4,093</u>	<u>\$ 4,093</u>

Explanation: Cooperative Extension (10640) - To record Pesticide Grant. The capital purchase is a shed to store the pesticide containers.

Net Budget Effect: Operating Fund (10) - Increased by \$4,093.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 19th day of September, 2011, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10640-532004	FCS Supplies	\$ 8,712	
10330-449900	Miscellaneous Grants		\$ 8,712
		<u>\$ 8,712</u>	<u>\$ 8,712</u>

Explanation: Cooperative Extension (10640) - To record SHIIP Grant for Medicare Counseling.

Net Budget Effect: Operating Fund (10) - Increased by \$8,712.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 19th day of September, 2011, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

Account Number	Account Description	Debit		Credit	
		Decrease Revenue or Increase Expense		Increase Revenue or Decrease Expense	
10410-561000	Professional Services	\$	4,600		
10441-514500	Training & Education	\$	1,175		
10441-557100	Software License Fees	\$	3,948		
10441-590000	Capital Outlay	\$	21,062		
10460-545000	Contract Services	\$	755		
10460-561000	Professional Services	\$	725		
10510-545000	Contract Services	\$	29,381		
10512-545001	Contract Services	\$	6,156		
10650-526200	Promotional Efforts	\$	14,604		
10660-561000	Professional Services	\$	109,398		
10795-590441	Tech > \$1000	\$	13,275		
10390-499900	Appropriated Fund Balance			\$	205,079
20609-545000	Contract Services	\$	32,434		
20609-590000	Capital Outlay	\$	272,643		
20390-499900	Appropriated Fund Balance			\$	305,077
29690-590000	Capital Outlay	\$	98,503		
29390-499900	Appropriated Fund Balance			\$	98,503
60808-545001	Contract Services	\$	8,698		
60808-561000	Professional Services	\$	13,294		
60808-561001	Professional Services	\$	20,750		
60390-499900	Appropriated Retained Earnings			\$	42,742
61818-561000	Professional Services	\$	8,000		
61390-499900	Appropriated Retained Earnings			\$	8,000
66868-561000	Professional Services	\$	1,524		
66390-499900	Appropriated Retained Earnings			\$	1,524
		<u>\$</u>	<u>660,925</u>	<u>\$</u>	<u>660,925</u>

Explanation: To carry-forward funds for outstanding purchase orders at 6/30/2011.

PO	Vendor	Amount
20111447	McDowell & Assoc	4,600
20111349	Tyler Tech/Emp SS	9,335
	Virtual Desktop	15,063
20111378	Vermont Systems	15,063
20110683	Gordon Sheet Metal	755
20111281	Hyman & Robey	725
20111427	Northrop Grumman	29,381
20110607	ALAL-SNIP Grant	6,156
20110179	Artillery Marketing	14,604
20110496	Clarion	65,914
20110497	Moffat & Nichol	43,484
20110031	Moffat & Nichol	32,434
20110413	RPC Contracting	272,643
20110505	Corolla Fire/Truck	98,503
20110523	Arcadis	8,698
20110971	Arcadis	13,294
20110516	Coastal Engineering	17,400
20110456	QC by Zeke	3,350
20111414	McDowell & Assoc	8,000
20110969	Quible & Assoc	1,523
	<u>\$</u>	<u>660,925</u>

Net Budget Effect: Operating Fund (10) - Increased by \$8,712.

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BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 19th day of September, 2011, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
50512-596100	Professional Services	\$ 95,000	
50545-545000	Contract Services		\$ 6,818
50548-545000	Contract Services		\$ 32,386
50548-561000	Professional Services		\$ 3,433
50548-588000	Contingency		\$ 24,514
50548-590000	Capital Outlay		\$ 347
50640-545004	Contract Services		\$ 8,888
50640-561004	Professional Services		\$ 12,340
50380-481000	Investment Earnings		\$ 6,274
		<u>\$ 95,000</u>	<u>\$ 95,000</u>

Explanation: To increase appropriations for design of the Animal Shelter and to close out projects for the Kilmarric Fire Station, the Knotts Island Fire Station and the Cooperative Extension Building.

Net Budget Effect: County Governmental Facilities Fund (50) - Increased by \$6,274.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 19th day of September, 2011, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
50535-590001	800 MHz Project	\$ 1,689,178	
50390-495042	Transfer from Transfer Tax		\$ 1,689,178
		<u>\$ 1,689,178</u>	<u>\$ 1,689,178</u>

Explanation: To record amounts appropriated from Transfer Tax in Multi-year fund for 800 MHz project.

Net Budget Effect: County Governmental Facilities Fund (50) - Increased by \$1,689,178.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 19th day of September, 2011, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
50650-596100	Professional Services	\$ 162,000	
50795-561000	Professional Services	\$ 486,100	
50795-590000	Furnishings	\$ 625,600	
50795-545000	Contract Services	\$ 697,348	
50380-481000	Investment Earnings		\$ 697,348
50390-495040	Transfer from Capital Imp		\$ 1,273,700
		<u>\$ 1,971,048</u>	<u>\$ 1,971,048</u>

Explanation: To appropriate funds for additional site work for Sussex/ID8 and services approved in the second amendment to the YMCA lease.

Net Budget Effect: County Governmental Facilities Fund (50) - Increased by \$1,971,048.

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Clerk to the Board