

August 20, 2012

The Washington County Board of Commissioners met in a recessed session on Monday, August 20 at 6:00 PM in the Commissioners Room, 116 Adams Street, Plymouth, NC. Commissioners Alexander, Johnson, Manning, McCray and Sexton were present. Also present were County Manager David L. Peoples, Clerk to the Board Julie J. Bennett, Finance Officer Frank Milazi and Assistant County Manager/County Attorney Cheryl Young.

Chair Manning called the August 20, 2012 meeting to order.

**PUBLIC HEARING ON SCHEDULE OF VALUES, STANDARDS AND RULES FOR 2013 REVALUATION: Commissioner Johnson made a motion to open the public hearing. Commissioner Sexton seconded, motion carried unanimously.**

Mr. Chip Main, Tax Assessor, spoke to the Board stating that a public hearing on the proposed Schedule of Values, Standards, and Rules to be used in appraising real property in Washington County for 2013 is required by NCGS. No other comments or questions were asked during the public hearing.

**Commissioner Sexton made a motion to close the public hearing. Commissioner McCray seconded, motion carried unanimously.**

**PERMIT FEES FOR SOLAR FIELDS:** Ms. Ann Keyes, Planning & Safety Director, spoke to the Board regarding the Planning Board's recommendation of the following permit fees for the installation of solar panels:

Residential     \$75.00  
Commercial    \$00.50 per panel with a minimum fee of \$250.00

Ms. Keyes went on to explain that there is one solar company in the County on Ward Road operating at 2.2 MW with plans to increase to 20 MW in the future. Currently this company has 9600 solar panels. Another solar company coming to the County on Wilson Street will have 83,000 solar panels once they are operational at 20 MW.

Commissioner Sexton asked why would we need residential rates and Ms. Keyes replied that a resident may want to put solar panels on their home. Commissioner Sexton asked why do we want to charge a resident \$75 if they are trying to do energy savings installation on their home. Commissioner Alexander (who is also on the Planning Board) stated that it is needed because the building inspector has to do numerous inspections for this type of installation. A resident's electrical inspection and solar panel installation fee will be covered by the onetime fee of \$75.00

**Commissioner Sexton made a motion to approve the recommendation from the Planning Board to charge \$.50 per panel with a minimum fee of \$250.00 for the installation of solar fees for commercial customers; however residents would be**

**exempt residents from a solar panel installation fee. There was no second, the motion died.**

Discussion ensued.

**Commissioner Johnson made a motion to approve the recommendation from the Planning Board to charge a fee of \$75.00 for residential customers and \$.50 per panel with a minimum fee of \$250.00 for commercial users for the installation of solar panels. Commissioner Alexander seconded, motion carried unanimously.**

**Commissioner Sexton asked for a motion for the temporary exemption to waive fees for a temporary construction site. Commissioner McCray seconded.** Commissioner Sexton told that Board that a gas line is being put in at Domtar. The company doing the work, Williams Construction, has set up temporary offices on the Richard West, Inc. site. The Williams Constructions workers are staying at Washington County hotels and eating at Washington County restaurants all of which helps Washington County's economic development. Mrs. Keyes stated that a \$75 fee for the electrical installation inspection for the two construction trailers on Mr. West's lot would cost a total of \$150. Mr. Harvey West, President of Richard West, Inc. spoke to the Board and stated that the group that installed gas lines in the County in the past has periodically set up their construction trailers on his property. Mr. West continued on to say that his problem is with the county employee who approached the contractor to tell them that were not in compliance, rather than speaking with him. Mr. West stated that there is not a problem with the fee; he just didn't like the approach (procedure that the County took). Chair Manning asked who the employee was and Mr. West said it was the Washington County building inspector. **Commissioner Sexton withdrew his motion and Commissioner Manning tabled the item.**

Commissioner Sexton stated that the Office of State Fire Marshall has issued a new state mandate that says there will have to be an inspection of all businesses due to new to state requirements and Commissioner Sexton would like to have all businesses exempt from the \$100 inspection fee. There will be a discussion at the September 4, 2012 meeting regarding County fees.

PETTIGREW REGIONAL LIBRARY AGREEMENT: Ms. Kay Davis, Director, Pettigrew Regional Library addressed the Board regarding changes to the Pettigrew Regional Library Agreement which Washington County shares with Chowan County, Perquimans County and Tyrrell County. Librarian Amy O'Neal was in attendance also. Ms. Davis explained that a year ago, the North Carolina Administrative Code governing the State Library of North Carolina was revised. Some of these changes require a few minor changes in the founding document, the Regional Agreement that was signed on January 24, 1977 by the Regional Library Board and by the four Chairmen of the four County Commissions on February 11, 1977. Many of the additions were in the Library's Bylaws already and just needed to be moved to the Agreement. The Agreement is below and the changes are in red.

# **PETTIGREW REGIONAL LIBRARY**

Plymouth, North Carolina 27962

## **REGIONAL AGREEMENT**

The Boards of County Commissioners of Chowan, Perquimans, Tyrrell and Washington Counties, pursuant to G.S. 153A-270 and G.S. 160A, Article 20, Part 1, hereby enter into this Agreement for the joint operation of the Pettigrew Regional Library, a multicounty library system, to provide public library service to the residents of said counties by unifying the administration of the participating libraries, providing professional library specialists, cooperating in the selection of books and other materials and crossing county lines for the benefit of all.

Pursuant to resolutions duly adopted by their governing boards, the participating counties identified below renew their commitment to the Pettigrew Regional Library based upon the terms set forth below for a term extending from July 1, 2012 through June 30, 2022.

### **Participating Counties**

The Pettigrew Regional Library will operate the following county libraries:

|  |                   |
|--|-------------------|
| Shepard-Pruden Memorial Library, Edenton | Chowan County     |
| Perquimans County Library, Hertford      | Perquimans County |
| Tyrrell County Public Library, Columbia  | Tyrrell County    |
| Washington County Library, Plymouth      | Washington County |

### **Board of Trustees**

The Pettigrew Regional Library will be governed by a library board of trustees composed of twelve members, three from each participating county.

Members of the Pettigrew Regional Library Board will be appointed from the membership of the local advisory library boards by each Board of County Commissioners.

Members will be appointed in staggered terms to promote consistency as well as to accommodate change. No member will be appointed to more than two consecutive terms, and no single term will be longer than six years.

Trustees missing three consecutive board meetings without reasons acceptable to Board of Trustees will be considered to have resigned and will be replaced. Vacancies on the board of trustees will be filled by appointment from the local library board in the county from which the vacancies occur.

### **Powers and Duties of the Board**

The Boards of County Commissioners hereby delegate to the Regional Library Board of Trustees the following powers and duties:

- 1) to adopt such bylaws and rules for its own governance as may be necessary and in conformity with the law;
- 2) to adopt policies for the regional library system's administration and operation;

- 3) to appoint a Regional Library Director. Such Library Director will have a valid North Carolina Public Librarian Certificate. The Board will delegate to the Library Director executive powers and all library personnel will be under the administration of the Library Director;
- 4) to designate a Regional Library Finance Officer to serve as prescribed by G.S. 159-24. Such Finance Officer may be a person or a firm and **will report to the Regional Director and the Regional Library Board of Trustees**. The Finance Officer will ensure expenditure of funds consistent with the budget adopted by the Board;
- 5) to prepare the annual budget of the Regional Library in line with the needs of each unit and the grants anticipated from the State Aid to Public Libraries Funds, and to present such budgets for approval and to be included in the budgets of the participating local governmental units;
- 6) **to have its accounts audited as soon as possible after the close of each fiscal year as prescribed by G.S. 159-34. A copy of this audit will be submitted to the State Library when accepted by the Commission;**
- 7) to assure compliance with all applicable State and Federal law and eligibility requirements for the receipt of State and Federal funds.
- 8) to make recommendations to the Boards of Commissioners of the counties concerning the construction and improvement of physical facilities of the libraries in the region;
- 9) to report quarterly to the participating counties and to report annually to the State Library as required by G.S. 125-5.

#### **Finances**

Monies from both State and local governments paid into the Pettigrew Regional Library as a public authority will be administered in compliance with provisions of the Local Government Finance Act (G.S. 159).

Each county will pay into the Regional Library account the amount of money necessary for operation of its facilities, including, but not limited to rent, utilities, custodial services, maintenance and repair of building interiors and exteriors, parking lots, grounds, and landscaping unless otherwise furnished; for salaries and employer share of benefits for personnel working exclusively in the county; and for materials or equipment exclusively for that county. Each county may also contribute to joint operations as mutually agreed on.

All State funds will be used according to current Rules and Regulations for the allocation of State Aid to Public Libraries as issued by the North Carolina Department of Cultural Resources. The Finance Officer will account for all expenditures by source of funds.

#### **Property Ownership**

All buildings, grounds, facilities, furniture, equipment, books, materials, technology, resources, or other library assets owned or purchased by or for each participating county will remain the property of that county.

All furniture, equipment, books, materials, technology, resources or other library assets directly paid for or purchased with State, Federal or shared local funds will remain the joint property of the Pettigrew Regional Library, as included under G.S. 160A, Article 20, Part 1. No real property will be owned

by or titled in the name of the Pettigrew Regional Library. Regional Library offices will be located at a site suitable to the Regional Board of Trustees and by mutual agreement of the Boards of County Commissioners; the benefits of the proximity of the Regional staff will be deemed proper compensation.

If one county should withdraw from the Regional Library, it forfeits any rights to the joint property except as set out under the Provisions for Withdrawal and Dissolution. If the Agreement is terminated, the joint property will be divided equitably or sold and the receipts divided equitably among the counties.

#### **Insurance and Indemnification**

Each county will maintain insurance coverage for the building and grounds and other library facilities located within that county and for the contents of said building and library facilities.

Pettigrew Regional Library will maintain insurance coverage for the Regional Office and vehicles used to provide service.

The Pettigrew Regional Library will, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, board member, or employee against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification will be provided for any such person with respect to any matter as to which he or she will have been finally adjudicated in any proceeding not to have acted in good faith or in the reasonable belief that such action was in the best interests of the Pettigrew Regional Library and further provided that any compromise or settlement payment will be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

#### **Provisions for Withdrawal and Dissolution**

If any county, or counties, participating in the Regional Library wishes to withdraw from the Region, it must give written notice on or before July 1 to the Regional Library Board, the other participating counties and the State Library of North Carolina that it wishes to withdraw from the Regional Library on June 30 of the following year. If the withdrawal does not result in the dissolution of the Regional Library, the Regional Library Board will give the withdrawing library its portion of books and other materials when the loss of these materials to the Region will not impoverish the regional collection. The Library Director's opinion may be used to determine which materials can be spared.

If the withdrawal results in dissolution of the Regional Library or the Regional Agreement is otherwise terminated for any reason, the books and other materials purchased jointly by the Region will be divided equitably among the counties. All other property, such as vehicles and equipment, will be sold by sealed bids and the proceeds equitably divided among the counties.

**Provisions for Amendment**

This Agreement may be amended by resolution of each Board of County Commissioners and recorded in its minutes. The amendment will be in effect after the last county has approved it, or at the time specified in the amendment. Requests for amendment may come from either a Board of County Commissioners or from the Regional Library Board of Trustees.

Disagreements related to this Agreement will be resolved by a committee of representatives from each county and the Pettigrew Regional Library

**Provisions for Termination**

This Agreement will become effective on \_\_\_\_\_, 2012 and continue to be in effect for a period of ten (10) years unless sooner terminated as set forth in this section.

The participating counties may, either by amendment to this Agreement or by approval of a new interlocal agreement, extend the term of this Agreement for such period as they may mutually agree upon.

The Agreement may be terminated if reasonable cause is presented in writing by a participating county to other members of the region, the Pettigrew Regional Library Board and the State Library of North Carolina.

Effective dates for termination will be the same as a withdrawal from the Pettigrew Regional Library.

If the Agreement terminates, and no successor agreement is to be executed, the Pettigrew Regional Library will be dissolved and joint assets distributed as described under Provisions for Withdrawal and Dissolution.

.....

**IN WITNESS WHEREOF**, this Agreement has been executed by the principal official of the governing body of each party hereto, pursuant to authority of each respective governing body.

**Attest:**

CHOWAN COUNTY

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Board of Commissioners, Chair

\_\_\_\_\_  
Date

PERQUIMANS COUNTY

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Board of Commissioners, Chair

\_\_\_\_\_  
Date

TYRRELL COUNTY

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Board of Commissioners, Chair

\_\_\_\_\_  
Date

WASHINGTON COUNTY

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Board of Commissioners, Chair

\_\_\_\_\_  
Date

Commissioner Alexander asked if the insurance coverage mentioned in this agreement is in this year's budget. Mr. Peoples stated that this is already in the budget.

**Commissioner Johnson made a motion to approve the changes to the Pettigrew Regional Library Agreement as presented. Commissioner Alexander seconded, motion carried unanimously.**

WASHINGTON COUNTY #5 DRAINAGE: Mr. Wayne Howell, Soil & Water Conservation spoke to the Board regarding the need to reimburse Vernon Bell for the cost of clearing and snagging on the upper end of Kendrick's Creek.

Mr. Howell told the Board that there were a lot of problems on the Scuppernong River after Hurricane Irene and there were not enough funds at the end of the fiscal year for this cleanup. Mr. Howell stated that he was hoping the County would receive some funding from FEMA for this cleanup. The County did apply for some grant money (\$28,785) that the State has given us to clean up from Millpond Road to Old Mill Creek. Mr. Vernon Bell called Mr. Howell to ask about doing the cleanup. Mr. Bell has a vast amount of farmland on the Kendrick's Creek so needs that creek to drain. Mr. Howell told Mr. Bell that the work had to go out for bid. Mr. Bell put out the work for bid and received two bids: Bell's Tree Service, \$5,250.00 (no relation to Vernon Bell) and Allen's Seafood, \$4,500.00. The bid was awarded to Allen's Seafood and Mr. Bell paid him to do the work. Mr. Howell asked the Board of Commissioners to reimburse Mr. Vernon Bell for paying Allen's Seafood for the clearing and snagging on the upper end of Kendrick's Creek.

**Commissioner Sexton made a motion to approve reimbursing Mr. Vernon Bell for paying Allen's Seafood (\$4,500) for clearing and snagging on the upper end of Kendrick's Creek. Commissioner Alexander seconded, motion carried unanimously.**

**Commissioner Johnson made a motion to go into Closed Session pursuant to NCGS 143-318.11 (a)(6). Commissioner Sexton seconded, motion carried unanimously.**

Chair Manning excused Ms. Bennett, Mr. Peoples, Mr. Milazi and Ms. Young from the meeting.

**Commissioner Johnson made a motion to come out of Closed Session. Commissioner Sexton seconded, motion carried unanimously.**

**With there being no further business to discuss, Commissioner McCray made a motion to recess the meeting. Commissioner Johnson seconded, motion carried unanimously.**

---

Buster Manning  
Chair

---

Julie J. Bennett, CMC  
Clerk to the Board