AGENDA

A COPY OF THE FULI AGENDA PACKET IS AT THE LIBRARY.

All items are for discussion and possible action. Perquimans County Board of Commissioners
Commissioners' Room - Courthouse Annex Building August 1, 2016

7:00 p.m.

	l.	Call to Order	
	II.	Prayer & Pledge	
	III. /	Approval of Agenda	
ACTION REQUIRED	Note the second	Consent Agenda (Consent items as follows will be adopted with a single motion, second and vote, unless request for removal of an item or items is made from a Commissioner or Commissioners.) A. Approval of Minutes: July 5, 2016 Regular Meeting B. Personnel Matters 1. Appointment: Athletic Program Supervisor 2. Promotion: Deputy C. Merit/Step Increases 1. Social Services 2. Emergency Medical Services 3. Senior Center D. Board Reappointment/Resignation 1. County Attorney Reappointment 2. Nursing Home Advisory Committee Resignation	â
	v. /	Introduction of New Employees	
	NATAMENTO COMMANDE	A. Telecommunications B. Recreation	
	VI.	Scheduled Appointments	
NO	THE PERSON NAMED OF THE PE	A. Keith Hamm, Mobile Crisis Team B. C.	7:00 p.m. 7:05 p.m. 7:10 p.m.
ACTION REQUIRED	VII.	Commissioner's Concerns/Committee Reports A. B. C.	
	VIII.	Old Business A. Updates from County Manager B. C. D.	
ACTION REQUIRED	IX.	New Business A. Library Project Agreement Between Perquimans County & Contractor B. C. D. E.	

X. **Unscheduled Appointments/Public Comments**

(If you wish to address the Board, please state your name for the record prior to speaking)

- A.
- В.
- C.
- **CLOSED SESSION: Closed Session Minutes Approval** XI.
- XII. Adjournment

FOR INFORMATION ONLY:

- Letter from Dr. Deitemeyer from The College of the Albemarle
- Prescription Card Program

DEPARTMENT HEAD REPORT:

- Plat Log
- Bill Jennings, Tax Administrator
- Code Enforcement Officer's Report
- Building Inspector's Report

COMMITTEE WRITTEN REPORTS:

- Albemarle Hopeline Annual Report
- Soil & Water Conservation Spring Quarter Report

NOTES FROM THE COUNTY MANAGER August 1, 2016 7:00 p.m.

- IV. Enclosures. Items included on the Consent Agenda are enclosed. If you wish to discuss any of these items, please make that request <u>during</u> the meeting.
- V.A. The following introduction of new employees will be made:
 - Jonathan Nixon: Mr. Nixon, Emergency Services Director, will introduce Keely Cartwright who was promoted to a Full-Time Telecommunicator on July 1, 2016, and Emily Harrell, who began working in Telecommunications on July 1, 2016.
 - Howard Williams: Mr. Williams, Recreation Director, will introduce Amanda Layden, Administrative Assistant, who began working in Recreation on May 31, 2016 and Jonathan Blanchard, Athletic Program Supervisor, who began working in Recreation on July 25, 2016.
- VI.A. Keith Hamm, Mobile Crisis Supervisor for the Albemarle Area, will present a review of the numbers of individuals that Mobile Crisis served last year.
- VIII.A. County Manager Heath will present several updates to the Board.
- IX.A. Enclosures. The Agreement between Perquimans County and the Contractor, Aarene Contracting, LLC, for the Library Project is being presented for Board review and action. Board action is being requested.
- XI. The Board will need to go into a Closed Session to approve pass Closed Session Minutes.

CONSENT AGENDA NOTES

(Consent items as follows will be adopted with a single motion, second and vote, unless a request for removal from the Consent Agenda is heard from a Commissioner)

- A. Enclosures: Approval of Minutes July 5, 2016 Regular Meeting
- B. Enclosures: Personnel Matters

- 1	Employee	17					
	Name	Employee	Action	Grade/	New	Effective	1
-	Jonathan Blanchard	Job Title	Required	Step	Salary	Date	
	Brian Gregory	Athletic Program Supervisor	Appointment	64/1	\$30,304	7/25/2016	ł
_	Dital Oregoly	Deputy	Promotion	65/1	\$31,667	8/1/2016	ļ

C. Enclosures: During the Budget process, these step/merit increases was approved for the employee. The following individual is being recommended by their supervisor for merit increase:

Employee Name	Employee Job Title	Grade/ Step	New	Effective
Samantha Farrar	Office Assistant []]	57/2	Salary	Date
Carolyn Lewis	IMC II	63/3	22,826	8/1/2016
Sonia Davenport	EMT-I	 	30,448	8/1/2016
James Grosjean	EMS Shift Supervisor/Training Officer	66/7	38,310	8/1/2016
lda Harris	EMT-I	68/5	39,843	8/1/2016
Heather Vanscoy	EMT-I	66/11	42,236	8/1/2016
Nettie Gordon	Secretary - Senior Center	66/3	34,749	8/1/2016
	J. Secretary - Senior Center	56/3	10.76	8/1/2016

D. Enclosure: The following Board reappointment/resignation are being presented for Board action:

				
NAME High, Hackney	BOARD	ACTION	TERM	EFFECTIVE DATE
73	County Attorney	Reappointment	2 vrs.	9/1/2016
Rowland, Rita	Nursing Home Advisory Committee	Resignation	1000000	7/25/2016

WORK SESSION June 20, 2016

7:00 p.m.

The Perquimans County Board of Commissioners met in a regular Work Session on Monday, June 20, 2016, at 7:00 p.m. in the Commissioners' Room located on the first floor of the Perquimans County

MEMBERS PRESENT:

Janice McKenzie Cole, Chair

Kyle Jones, Vice Chairman

Fondella Leigh Matthew Peeler

Wallace Nelson

MEMBERS ABSENT:

Edward R. Muzzulin

OTHERS PRESENT:

Frank Heath, County Manager

Mary P. Hunnicutt, Clerk to the Board

ADJOURNMENT

Chair Cole said that, since there was no business to discuss, she adjourned the Work Session at 7:22 p.m.

Janice McKenzie Cole, Chair

Clerk to the Board

REGULAR MEETING July 5, 2016

7:00 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Tuesday, July 5, 2016, at 7:00 p.m. in the Commissioners Room located on the first floor of the Perquimans County

MEMBERS PRESENT:

Janice McKenzie Cole, Chair

Kyle Jones, Vice Chairman

Fondella Leigh Wallace Nelson

Edward R. Muzzulin Matthew Peeler

MEMBERS ABSENT:

OTHERS PRESENT:

Frank Heath, County Manager Hackney High, County Attorney

Mary Hunnicult, Clerk to the Board

After the Chair called the meeting to order, County Manager Heath gave the invocation and the Chair led the Pledge of Allegiance.

<u>AGENDA</u>

On motion made by Wallace E. Nelson, seconded by Fondella A. Leigh, the Board unanimously approved the Agenda as amended.

CONSENT AGENDA

The following items were considered to be routine and were unanimously approved on motion made by Edward R. Muzzulin, seconded by Wallace E. Nelson.

1. Approval of Minutes: June 6, 2016 Regular Meeting & June 20, 2016 Special Called Meeting/Regular Work Session

Tax Refund Approval:

PEROUMANS COUNTY TAX REFUND: Billups, Peter

c/o Phyllis Billiups (check payable) – inadvertent error in assessment. Account No. 190720.

Step/Merit Increases:

Employee Name	Employee Jeb Title	Grade /Step	New Salary	Effective Date
Mary Humpicus	Secretary/Clerk to the Board/Personnel Officer	65/8	37,576	7/L/16
Virgil Parrish	Chief inspector	71/15	58,031	
William Feilen	Supervisor - Buildings & Greends	62/9	33,732	7/1/16
Lallian Chappell	Telecommunicator	60/9	14.85	7/1/16
Kevin Ayers	EMT-I	66/2	[6,3]	7/1/16
Theodore B Bowen	EMT-I	66/2	[6.3]	7/1/16
Faith Broughton	EMT-I	66/2		7/1/16
Bethany Buttram	EMT-3	66/2	16.31	7/1/16
Cody Cornelius	EMT-	66/2	L6.31	7/1/16
Chris Duty	EMT-I	66/2	16.31	7/1/16
Wilford Forces	EMT-B	J	16.31	7/1/16
Aaron J Grosican	EMT-I	63/2	14.29	7/1/16
Nancy Harrell	EMT-I	66/2	16.31	7/1/16
Wayne Jordan	EMT-I	66/2	16.31	7/1/16
Duncars Lane	EMT-B	56/3	16,71	7/1/16
Debbie Lyman		63/3]4.64	7/1/16
Walter Meads	EMT-I	66/2	16.31	7/1/16
Hazetene Miller	EMT-I	66/4	17.12	7/1/16
Maria Schwartz	EMT-I	66/3	16.71	7/1/16
Julie Solesbee	EMT-I	66/2	1631	7/1/16
William Tutwiler	EMT-I	66/3	16,71	7/1/16
Lisa Whidhee	EMT-I	66/2	16.31	7/1/16
	EMT-I	66/2	16.31	7/1/16
завляе Ачегу	IMC LI	63/1	28,999	7/1/16
Krystal Dozier-Bass	Public Information Assistant (V	59/2	24,925	7/1/16
Angela fordan	Social Work Supervisor [1]	73/4	48,470	7/1/16
Debbie Proctor	Secretary	62/10	33,088	7/1/16
Faye Myers	Secretary/Senior Citizen	60/6	28,717	7/]/16
Ray Fesperman, Jr.	Sergeans	67/6	39,078	7/1/16
Kendail Harreli	Sergeant	67/B	41,034	7/1/16
Quanton fordan, Jr.	Deputy Sheriff (Certified)	65/9	38,492	7/1/16
Thomas Read	Deputy Shariff (Castified)	65/8	37,376	7/1/16

Employee Name	Employee Job Title	Grade/ Step	New Salary	Effective Date
Shelton White	Deputy Shariff/Investigator	68/9	43,928	7/1/16
Holen E. Hauster	Tax Clerk/Finzanze Specialist	59/10	30.295	7/1/16
Debbie Stallings	Assistant Tax Administrator	66/11	42.236	7/1/16
Kathy Manhews	Water Clerk	61/9	32,279	7/1/16
Kelvin Roberson	Water Plant Operator	64/17	44,773	7/1/16

Board Appointment: The following Board appointment was approved by the Board:

N. sep			· · · · · · · · · · · · · · · · · · ·	EFFECTIVE
NAME	BOARD	ACTION	TERM	DATE
Aples, Archie	Recreation Advisory Committee - Hertford	Appointment	3 yrs.	7/1/2016

5. Third-Party Consultant Agreement: The Board approved the following proposal received from Roger Waldon, Senior Consultant with Clarion, to assist County staff with the review of upcoming projects.

> Proposal to Provide Planning Services to Perquimans County, NC June 28, 2016 Ciorion Associates

Clarion Associates, a national planning consulting firm with offices in Chapel Hill, North Carolina, proposes to offer services to Perquinsess County as described helow

The Context

Perquimans County has received an application from Timbermill Wind, LLC, requesting a Conditional Use Permit to construct a wind energy facility on property located in Perquiranas County. The project is proposed to be located on approximately 17,000 acres of land spanning Perquiranas and Chowan Counties, and will include 105 turbines.

The County has been reviewing and processing the application materials, and seeks a third-party review of the application, with particular focus on studies that have been prepared focusing on shadow flicker analysis, sound analysis, blace drop and throw analyses, and ice drop and throw analyses.

The County has enacted coming provisions regarding the development of Wind Energy Facilities, last anecaded on February 1, 2016

Clarion Associates offers to conduct a review of the application, and provide comments regarding compliance with Pecquimans County zoning regulations

Proposed Scoop of Work

Clurion Associates proposes to review the Timbermill Wind Power Project application materials and prepare comments to submit to Perquimans County as follows:

- Comments regarding the completeness of the application.
- Comments regarding the completeness and sufficiency of five separate reports:
 - Decemmissioning Study
 - Shadow Flicker Analysis
 - O Sound Amalysis
 - Blade Drop and Throw Analyses
 - Ice Drop and Throw Analyses
- Comments regarding compliance of the application with Perquimans County zoning regulations.
- Comments regarding the four findings that the Board of County Commissioners are required to address in consideration of the application for a Conditional Use Permit.
- Suggestions for conditions of approval that may be considered as part of approval of this application.
- Suggestions of issues that may be considered as possible reasons for denial of the application.

A report will be prepared to include these comments and suggestions, and delivered to the County in paper and electronic formats. If desired by the County, Clarion staff will be available to present the report at a meeting or meetings in Perquimans County, as requested by the County.

Services will be provided by Roger Waldon, Senior Clarken Consultant, with occasional consultation as needed with other Clarion professionals. A one-page summary of Mr. Waldon's qualifications and experience is attached, along with a one-page description of Clarion Associates.

Proposed Cost for Services

Clarion proposes to produce this report, along with regular consultation with Perquinans County staff (via email and telephane calls), for a fee of \$5,950.00, based on my hourly billing rate of \$165 and consultation with another Clarion principal who has done wind energy regulatory work. If the County seeks to have a Clarion professional (Roger Waldon) appear at a meeting or meetings in Perquimans County to present the report, a per-trip fee of \$1200 will apply (including time and travel expenses). For a two-day trip (overnight stay in fleetford with meetings on consecutive days) a fee of \$2000. will apply

Summary of Qualifications

Following is a one-page summary of qualifications for the firm, and for Roger Waldon who will be leading this effort.

Memorandum of Understanding with e-Recording Partners Network: Last morth, Jacqueline Frierson, Register of Deeds, informed the Board that the Register of Deeds' Office has started a new program entitled "GetCertificateNow". The Board approved the following Memorandum of Understanding:

ELECTRONIC RECORDING MEMORANDUM OF UNDERSTANDING THIS MEMORANDUM OF UNDERSTANDING, detect ... is between eRecording Partners Network, LLC (cPN) and ("County") located in

ePN offers a national electronic recording service to function as a trusted third party for Title Insurance Companies, Afterneys, Mortgage Bankers, Full Service Banks and other trusted emittes to submit electronic documents to government entires for recepting.

County desires to offer recording of real property documents by electronic transmission in substitution for conventional paper based documents and to assure that transactions are not legally invalid or unemforceable as a result of the use of available electronic technologies for the mutual benefit of the parties of the transactions.

For purposes of this Memorandum of Understanding, Electronic Recording is defined based on the level of automation and structure of the transaction. The three levels of automotion are as follows:

- Level 1 Submitting organizations transmit scanned image copies of ink signed documents to the county. The County completes the recording process in the same way as paper using the imaged copy as the source document. An electronic recording endorsement is returned to the organization in the form of a label or printing process in order for the submitting organization to append that information to the original paper document.
- Level 2 Submitting organizations transmit scanned images of ink signed documents along with electronic indexing informazion to the county. The County performs an electronic examination of the imaged documents and indexing data, and then completes the recording process using the imaged copy and electronic indexing information. The electronic version of the recorded document is returned electronically to the submitting organization along with the electronic recording data.
- Level 3 Submitting organizations transmit "Smart" documents which are a single object containing the electronic version of the document in such a way that enables the electronic extraction of data from the object. Smart documents

are required to be signed and netarized electronically. The Smart document is endorsed electronically by the county and relumed in Smart document formst to the submitting organization.

Talle Insurance Companies, Attorneys, Mortgage Bankers, Full Service Banks and other trusted entities may directly or through a trusted third party provider submit real property records for electronic recording. Electronic Recording mandates a close working relationship as well as mutual trust between the County and the submitting emity. All parties of the Electronic Recording transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and forgery. This Memorandons of Understanding outlines the procedures and rules for the trasted relationship between ePN and the County to facilitate a safe and secure Electronic Recording relationship.

Participation in the Electronic Recording program is voluntary and the decision to do so is a business judgment.

There will be no added fees or costs of any kind charged by the County for Electronic Recording,

County Requirements

The Electronic Recording Program of the County is defined by the requirements attached to this Memorandum of Understanding.

- Attachment A contains the document and indexing specifications for the Electronic Recording program. For each document, the County specific document code is provided slong with the required indexing information. Any County specific editing rules will also be described in this attachment, ePN ecknowledges that County will reject and return any transactions that do not meet the document and indexing specifications.
- Attachment B contains the processing schedules and hours of operation for the Electronic Recording Program. Neither party shall be liable for any failure to perform processing of the transactions and documents where such failure results from any act of God or other cause beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the electronic recording transpositions. If the County system causes delays or power failures that interfere with the normal course of business, the County will notify cPM with a choice of using a courier service or waiting until the problem has been remedied,
- Attachment C provides the payment instructions for the Electronic Recording program. This form provides the account information for ePN to deposit payments via ACH into the County best, account.

ePN Responsibilities

ePM acknowledges that Electronic Recording permits them to prepare, sign and/or transmit in electronic formula documents and business records and the document or records shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents and, in the case that such documents bear a digital or electronic signature, paper documents bearing handwritten signatures.

By use of electronic or digital certificates to sign documents, ePN intends to be bound to those documents for all purposes as fully as if paper versions of the documents bad been manually signed.

By use of electronic or digital certificates to sign documents, ePN intends to be bound by those electronic signatures affixed to any documents and such electronic signature shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

General Terms

The County will not incur any liability for the information electronically transmitted by ePN. Should a dispute or legal action arise concerning an electronic transaction, the County will be held harmless and not liable for any damages

The County will not incur any liability for any breach of security, fixed or deceit as a result of Electronic Recording. Neither ePN nor the County shall be hable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the Electronic Recording transmission or receipt.

ePN and the County will attempt in good faith to resolve any controversy or claim axising out of or relating to Electronic Recording through either negotiation or mediation prior to indicating bidgetion.

Pastela Tamene eRecording Manager 888-325-3365 ext 11240 paraga GOePN.com ePN Support 888-325-3365 ext 1 suppost@GOePN.com ePN Accounting 888-325-3365 ext 15226 accounting@GOcPN.com

Either party may terminate this Memorandum of Understanding for any reason by providing 30 days written notice of termination.

eRecording Partners Network, LLC County: Signature Perrela Trombo Nume: _Janice McKenzie Cole eRecording Manager Title: Chair, Pergainnams County Board of Commissioners Date Date: Attachment A Document and Indexing Specifications Accepted eRecord Document Types and Document Codes: (or attach document list or note that software vendor will provide document list) XML Indexing Specifications: Required: (i.e. Grantor/Grantee, etc.) Attachment B Hours of Operation and Processing Schedule __PM (Time Zone Office Hours of Operation: _ ____ AM to

BILL JENNINGS, TAX ADMINISTRATOR

eRecordisigiProcessing Hours:

Closed for Holidays as Follows:

Mr. Jennings presented his monthly report. Mr. Jennings explained that Pearson Appraisals have left Perquimans County and is now working in Tyrrell County. They have explained to Mr. Jennings that they are only a phone call away if they are needed here again. Commissioner Peeler asked Mr. Jennings how the Agreement between the Department of the Navy, the Department of Defense, and iberdrola will affect their taxes. Mr. Jennings said that he would have to research that and let him know.

AM to_

(Ontional)

PM

JEWEL WINSLOW, EXTENSION DIRECTOR

Ms. Winslow informed the Board that she wants to apply for the SHIIP (Senior Health Insurance Information Program) Grant again this fiscal year. This program has been very beneficial to our senior population and she would like to continue with it. She said that the County could receive up to \$3,278 this year. She requested permission to apply and explained that everything is being handled via electronically so she did not have a copy of the application. Matthew Peeler made a motion to authorize Ms. Winslow to apply on behalf of Perquimans County for the SHIIP Grant in the amount of \$3,278 and authorize Frank Heath, County Manager, to sign the electronic copy of the application. The motion was seconded by Wallace E. Nelson and unanimously approved by the Board.

COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

Chair Cole asked if there were any Commissioner's Concerns or Committee Reports. There being none, Chair Cole proceeded with Old Business.

UPDATES FROM COUNTY MANAGER

County Manager Heath presented the following updates:

- Mr. Heath informed the Board that they took down two dilapidated houses one on Chapanake Road and one on Woodville Road. Chair Cose asked if the expenses to see down these houses were charged to the hosneowner's taxes. Mr. Heath said that they are working with the homeowners to receive payment. Commissioner Peeter asked if the property tax values had changed due to the removal of the houses. Will this cause the County to lose money since we probably will not be collecting their taxes. Mr. Heath said that he did not think this would happen because we are talking with the taxpayers and they know what is going on
- <u>Boat Rapp Project</u>: Wildlife is waiting on insurance and bond information from the contractor.
- Library Project: Mr. Heath informed the Board that the County's application for funding for the Library Project went before the Local Government Commission (LGC) in July.

ANNUAL CONTRACTS

The following annual contracts were presented by County Manager Heath for Board action:

Seaior Nutrition Contract: County Manager Heath explained that this contract is between Perquimans County and Albemarte Commission to handle the Senior Nutrition Program at the Senior Center. The cost is \$8,961.03 for FY 2016-2017.

Drainage Management Contract: County Manager Heath explained that this contract is between Perquimans County and Dwane Hinson to handle drainage water management consulting services to meet the water management needs in Penguiroans County. And it has the option to extend on an annual basis. The contract with Dwane Hinson would be for another year at a cost of an average of 12 hours per week at a fee of \$30.00 per hour plus a mileage supplement of 50.5 cents per mile.

Public Information Officer Contract:

AGREEMENT

Agreement is hereby made between Perquimens County, North Carolina and Thomas Morris Ponte as set forth below according to the following terms, conditions and provisions.

Identity of Client Perquimans County Emergency Management

159 Creek Drive Hertford, NC 27944

identity of Contractor Thomas Morris Ponte

III Green O: W Hertford, NC 27944

Work to be Performed

Contractor agrees to provide services as the Public Information Officer for Perquimans County Emergency Management on a best efforts basis. This will include serving as media contact for planned events (exercises); energencies and as a representative for any seminars, conferences or meetings involving

Public Information for Perquimans County Emergency Management.

4. Terms of Payment Client shall pay the Contractor the sum of \$110.00 per month,

S. Exmenses Client shall not be liable for any expenses paid or incurred by Contractor unless agreed to in writing.

б. Terms of Agreement The effective date of this agreement shall be July 1, 2016 and will terminate on June 36, 2017 and shall be

renewed on a yearly hasis. This contract can be terminated by either party with thirty (30) days written

realise to the other party.

Client: Perquimans County Emergency Management

By:

Thomas M. Ponte

By: Thanus M. Pante

Date: 4/20/15

Date:

Economic Development Consultant Contract:

DAVID N. GOSS Economic Development Consultant 125 Cashie Drive Hertford, NC 27944

June 2, 2016

Frank Heath County Marsager Perquinimis County P.O. Box 45 Hertford, NC 27944

Contractor:

Described below is a proposal [for the period July 1, 2016 through June 30, 2017] for me to continue to provide economic development consulting services to Perquirants Coursy

Work Program

- Serve as Perquismans County's primary point of contact for perspective economic development inquiries.
- Continue to market the Perquiments County Commerce Centre to a variety of potential companies, but with a priority focus on marine, logistics/supply chain, and entrepreneurial entities.
- Assist County Manager with negotiations and follow-up with potential Commerce Centre land buyers and, where applicable, support buyers in their acquisition and development processes.
- Provide staff linison with the North Corolina Marine adjustrial Park Authority [NCIPA] in the development of a Maxine industrial Park [MIP] within the Commerce Contro. During this fisced year this activity will be focused on (1) seeking potential businesses development opportunities, (2) supporting companies that commit to the MSP and (3) sessioning NCBPA in obtaining funding support for and the initiation of the MIP basin
- Assist, where required, in the implementation of the Commerce Centre boat ramp project.
- Finaltize the development of a site plan for Phase 2 of the Commerce Centre and start implementation of priority plan projects.
- in coordination with the Perquinans Chamber of Commerce and Albertaite Commission, continue to support a Small Business Resource Center at the Chamber that provides resource services to potential users of the Center to create new and/or grow existing small businesses.
- Continue to be an active participent in the regional marketing efforts of the North Carolina Eost Alliance
- Assist Heriford and Winfall in their economic development initiatives, with priority focus on tourism-related opportunities.
- Assist the Perquismans Tourism Development Authority in the development and initiation of a more robust tourist/visitor program.

- Assist the Albertarie Commission in the implementation of a regional Ecotourism program, with a specific focus on echanicing water quality in
- Where applicable, assist in the preparation of North Carolina economic development grass/loan applications for existing and potential husinesses ія Регоціпаль Совяху.
- Assist Commerce Centre site buyers in the design and implementation of workforce development programs, if necessary, is cooperation with the Albertade Commission, COA and ECSU's SBTDC programs.
- Present periodic ocal reports to the Board of Commissioners.
- Have an assurat review of projects and evaluation of progress and performance with the County Manager.
- Undertake special projects as requested by the County Manager and/or the EDC.

Compensation

My proposed compensation for the above Work Program would be a reason fee of \$1,679.73 a month Journent compensation) that would cover my bine and travel-related costs within the region. However, if County employees are given an annual percentage cost of living increase during the 2016-17 fiscal year, I request that this monthly retainer fee be increased by the same percentage amount. Not included would be any travel-related costs costside the region. monsbership fees for relevant ecosomic development-related organizations and registration fees for trade shows/economic development related organizations and registration fees for trade shows/economic development conferences that it have authorization to attend from the County.

Econtinue to appreciate and enjoy the economic development consulting relationship I have had with Perquimans County. I look forward to a conditioning productive relationship over the 12-month period from July 1, 2016 through June 30, 2017. Sincerely.

David N. Gosa David N. Goss

Frank Heath

Perquimans County Manager

Administrator of Community-Based Youth Gong Violence Prevention Program Contract & Administrator of Restitution/Community Service Program Contract:

NORTH CAROLINA

PERODIMANS COUNTY

CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this the 1" day of July, 2016, by and between PERQUIMANS COUNTY, beresnofter referred to as "the County", and Donna Jones, hereinafter referred to as the "Provider";

WITNESSETH:

THAT WHEREAS the County has received a State Grand from the North Carolina Department of Inventile Justice and Delinquency Prevention to finance the Community-Based Youlk Gang Violence Prevention Program; and

WHEREAS the County and the Provider wish to enter into an agreement, by which the Provider will provide Community-Based Youth Gang Violence Prevention services as an independent contractor,

NOW, THEREFORE, PERQUIMANS COUNTY and Dussia Jusses, agree as follows:

- I. RESPONSIBILITIES OF THE PROVIDER
- 2. As Provider, Donna Jones will administer the Community-Based Youth Gang Violence Prevention Program in Perquinans County according to Same of North Carolina guidelines.

- As Provider, Donna Jones will promptly complete and deliver all paperwork, including, but not limited to, monthly billings to the State, to be signed by the County Manager or Finance Officer of Perquimans County.
 As Provider, Donna Jones shall, during each fiscal year, make two (2) presentations to the Perquimans County Bourd of Commissioners as to the performance of the Community-Based Youth Gang Violence Prevention Program in Perquimans County.

Usiless sector terminated, the term of this contact shall be for the period beginning July 1, 2016 and continuing through Jure 30, 2017. The Provider will provide a minimum of 32 hours per week, of which 11 hours are funded by ICPCKOJI funding, except when she is observing County holidays. All holidays abserved by the County shall be observed by the Provider.

CONTRACT PRICE

Perquintars County shall pay the Provider as follows: \$1,789.58 monthly beginning on the 25th of July and on the 25th day of every month thereafter through June 25, 2017. If this contract is terminated prior to June 30, 2017, the Provider shall be paid through the date of mination, out not for any time thereafter.

4. TERMINATION.

This contract may be terminated at any time by the County of Perquinaans or by the Provides, Donna Joses, upon written notice to the other.

WORKERS' COMPENSATION.

The Provider will be covered under Perquimans County's Workers' Compensation Program for the period of time covered by this Agreement

6. EICA AND TAXES.

The Provider will be required to record and pay all of her Social Security taxes and to file and pay all of her North Carolina and Federal Income taxes

INDEPENDENT CONTRACTOR.

The Provider, Donna Jones, shall at all times under this Agreement be considered an independent contractor with Perquimans County. The Provider understands that under this contract she is not a county employee and she shall not be eligible for any of the benefits of the employees of Perquinsans County and that she shall not come under the cules of the Perquinnans County persecuted posicy.

IN WITNESS WHEREOF, PERQUIMANS COUNTY has caused this agreement to be execused, in duplicate originals, by the Chaisman of its Board of Commissioners and attested by the Clerk to the Board, and its seal to be hereunto affixed, the day and year first above written, and DONNA JONES, has hereunto set her hand and seal, in duplicate originals, the day and year first above written.

PEROUMANS COUNTY

	•
ATTEST:	By: Chaisman, Board of Commissioners of Perquimens County
Clerk to the Board	
NORTH CAROLINA	DOWNA JONES
PERQUIMANS COUNTY	
1	of the County and State aforesaid, certify that Mary P. Hunnicut, the Board of the Commissioners of Perquirants County, and that by set signed in its name by its Chairman, scaled with its corporate seal
Witness my hand and official stamp or seel, this day of	. 2656.
My comunission expires:	
NORTH CAROLINA	Notary Public

PERQUIMANS COUNTY

a Notary Public	of the County and State aforesaid, certify that Mary P. Humiscott,
PERQUIMANS COUNTY	
NORTH CAROLINA	DONNA JONES
	DOLAN JOYES
Clerk to the Board	•
	Chairman, Board of Commissioners of Perquimans County
ATTEST:	Ву:
	PERQUIMANS COUNTY
Chairman of its Board of Commissioners and attested by the Clerk to the Boa written, and DONNA JONES, has hereunso set her hand and seal, in duplicate	nd, and its seal to be hereunto affixed, the day and year first above sciginals, the day and year first above written.
Chairman of its Board of Commissioners and arested bushs of the caused	d this agreement to be executed, in duplicate originals, by the
the employees of Perquimans County and that size shall not come under the ro	y compresses and one small not be engible for any of the benefits of
The Provider, Course Jones, shall at all times under this Agree County. The Provider understands that under this apparent the	ement be considered an independent contractor with Perquinnans
 INDEPENDENT CONTRACTOR 	
The Provides will be required to record and pay all of her Suchs Federal Income taxes.	d Security taxes and to file and pay all of her North Carolina and
6. FICA AND JAXES.	
Fire Provides with be covered under Perquimans County's Works Agreement,	ers' Compensation Program for the period of time covered by this
5. WORKERS' COMPENSATION The Provider will be asset to be a second	
	erquinteess or by the Providez, Donnes Jones, upon written medice to
4. <u>LERMINATION</u>	
Province shall be paid through the date of termination, but not for any time the	ercafter.
requirems country shall pay to the Provider, the total of \$4.5 follows: \$900.00 on the 23* day of every month thereafter through June 2 Provider shall be paid through the date of termination, but not for any time the	10.00, and represents 12 hours per week, which shall be paid as
J. CUNERACT PRICE.	
County holidays. All holidays observed by the County shall be observed by t	munity Service Program as needed, except when she is observing the Provider.
Unless sooner tenninsted, the term of this contact shall be for a 2017. The Provider will provide services to complete the Provider will be serviced to the Provi	he period beginning July I, 2016 and continuing through June 30,
2. TERM.	TO B and its Congliantians Consilly.
Commissioners as to the performance of the Restitution/Community Service	r, make two (2) presentations to the Perguinnans County Board of
Tracking Forms (CTF) data to the State (C1 As Provider Doma Inches that distinct the C1.	deliver all paperwork, including, but not limited to, monthly Client
to State of North Carolina guidelines. (B) As Provider, Donnet Jones will prography associated	on Community Services Program in Perquimans County according
RESPONSIBILITIES OF THE PROVIDER. (A) As Provider, Doans Jones will administer the Restinate (B) As Provider, Doans Jones will administer the Restinate (B) As Provider, Doans Jones will administer the Restinate	20-Yearsmanish Carriers 2
NOW, THEREFORE, PERQUIMANS COUNTY and DONNA JON	IES, agree as follows:
WHEREAS the County is eligible to receive a State Grant to freence	
THAT WHEREAS the Provider, as an independent contractor, is Restitutions/Community Service Program in Perquinsans County; and	prepared to serve as the part-time Program Administrator for the
WHEREAS the County is seeking to employ the Provider for the Petquinnans County, and	
THAT WHEREAS the State of North Carolina has a program call who have been found delinquent engage in week in order to earn money whi and/or engage in community service for said offense or offenses; and	to use Restitution/Community Service Program whereby juveniles th is then paid as restitution for their delignment offices as afficia-
WITNESSE THAT WHEREAS the State of Month Committee to	
	•
THIS AGREEMENT made and entered into as of fully 1, 2016, by "the County", and DONNA KONES, hereinafter referred to as the "Provider"	Stiff between PEROLISMANS COLLEGES A
PERQUIMANS COUNTY	CONTRACT FOR SERVICES
NORTH CAROLINA	
	Notary Public
My commission expires:	
personally appeared before use this day and acknowledged the due execution Witness my band and official stamp or seal, this	
Egreenelly arms and before marking decay. a Notary Publi	·
	July 5, 200 Continued Page 6 3187

ATTEST:	By:
	Chaerilan, Board of Commissioners of
Clerk to the Board	Perquimans County
NORTH CAROLINA	DONNA JONES
PERQUIMANS COUNTY	
a N personally came before me this day and acknowledged that she is authority duly given and as the act of said Board, the foregoing is and attested by her as its Clerk.	otary Public of the County and State aforesaid, certify that Mary P. Humbeut, is Clerk to the Board of the Commissioners of Perquimans County, and that by astrument was signed in its name by its Chairman, scaled with is corporate seaf
Witness tray hand and official stamp or scal, this day of	7914
My commission expires:	
NORTH CAROLINA	Notacy Public
PERQUIMANS COUNTY	
1,a N	forary Public of the County and State aforesaid, certify that DONNA JONES,
the and the angle was the tree file of	c execution is the following losinarizati
Witness my band and official stamp or seal, this day of	. 2016
My commission expires:	
	Protony Public
On motion made by Wallace F. Malcon o	considered for Educated St. 24 of the con-

On motion made by Wallace E. Nelson, seconded by Edward R. Muzzulin, the Board unanimously approved all the above annual contracts for FY 2016-17.

NCACC CONFERENCE VOTING DELEGATE

County Manager Heath stated that, at this time, Commissioners Nelson and Leigh are attending the NCACC Conference. On motion made by Matthew Peeler, seconded by Wallace A. Nelson, the

Board unanimously appointed Fondella A. Leigh as the Voting Delegate to the 2016 NCACC Conference in August.

HOME & COMMUNITY CARE BLOCK GRANT (HCCBG) AGREEMENT FOR FY 2016-17

The County has been approved to receive funds from the Home & Community Care Block Grant (HCCBG) funds. On motion made by Kyle Jones, seconded Edward R. Muzzulin, the Board unanimously authorized the Chair and County Staff to sign the required documentation to receive these funds.

PERSONNEL MATTERS

County Manager Heath reported that these resignations were received after the Agenda Packets were mailed out. On motion made by Wallace A. Nelson, seconded by Edward R. Muzzulin, the Board unanimously accepted the following resignations:

Employee Name	Employee Job Title	Action Required	Grade/ Step	New Salary	Effective Date
Kathy Huntes	Elvit Part-Time/Fill-In	Resignation		- DHIERY	7/1/2016
Brian Owens	ENST Part-Tame/Fill-In	Resignation	· · · · · · · · · · · · · · · · · · ·	····	7/5/2016

BUDGET AMENDMENT NO. 1

The following Budget Amendment was received after the Agenda Packets were mailed out and was unanimously approved by the Board on a motion made by Matthew Peeler and seconded by Wallace A. Nelson:

BUDGET AMENDMENT NO. 1 GENERAL FUNDS

CODE NAMES		AMC	UNT
CODE NUMBER	DESCRIPTION OF CODE	INCREASE	DECREASE
[0-365-00]	Grants - Recreation	350,000	
19-685-741	Playground improvements	350,000	
LIMITE & F TOLED BY G	e to wet weather conditions, the localistic Playground nticipated. This project was discussed at the 2/1/ oved for FY 15/16 on 3/17/16	at the Boosestine Control	was not complete e original Budg

PUBLIC COMMENTS

The following public comment was:

Tomany Harrell: Mr. Harrell made two requests: (1) Provide adequate space and sound equipment for the Planning Board meeting next work to cansider the Conditional Use Permit; and (2) Provide adequate space and sound equipment for the Board of Commissioners' meeting on the Conditional Use Permit in August.

ADJOURNMENT

There being no further comments or business to discuss, the Regular Meeting was adjourned at 7:20 p.m. on motion made by Edward R. Muzzulin, seconded by Matthew Peeler.

	Janice McKenzie Cole, Chair	-
Clerk to the Board		

	WORK SESSION	
	July 18, 2016	

7:00 p.m.

Due to a lack of business to discuss, the Perquimans County Board of Commissioners Work
Session on July 18, 2016 was cancelled.

EMPLOYMENT ACTION FORM	DATE SUBMITTED: July 19, 2016
STATUS: NEW EMPLOYEEM NAME: Jonathan Blanchard POSITION: Athletic Procean Sy NEW EMPLOYEE EFFECTIVE DATE: GRADE: 6th STEP: 1 SALA ENDING DATE OF PROBATIONARY PE	OF PERQUIMANS PROBATIONARY PERIODIMERIT RAISE SOC. SEC. NO.: DESCRIPTION SULP 25 2016 ARY: 30,304
CURRENT: GRADE:STEP:	SALARY:
DATE OF ANNUAL I Date RAISE. (YEAR GRADE:ST DATE OF EMPLOYE Date TIONARY PERIOD. RECOMMENDATION AND EFFI Date GRADE:STEP: THE ABOVE NAMED COUNTY EMPLOYEE IS SALARY LISTED ABOVE RASED ON	SFUL COMPLETION OF PROBATIONARY PERIOD AND N BY DEPARTMENT FOR PERMANENT STATUS. EP: SALARY: EVALUATION AND RECOMMENDATION FOR STEP 2 3 4) EP: SALARY: E TERMINATION DUE TO UNSUCCESSFUL PROBA- ECTIVE DATE FOR EMPLOYEE MERIT RAISE SALARY: S BEING RECOMMENDED FOR THE INCREASE IN
_ 1 = 1 1 1 1 2 2	COUNTY MANAGER APPROVAL Trank Leath DATE: 7 25 / 16

DATE SUBMITTED: 721-16

COUNTY OF PERQUIMANS

NAN POS	ie: <u>B</u>	Tiau Leo : Depu	2 Greq ty Sh	ory eriff		•	SOC. SEC	•	-	
	GRAI	EMPLOYEE DE: <u>65</u> NG DATE O	STEP:_	<u> </u> s	ALARY:	#3	1,667	017		
CUR	JOB I	: GRADE: _ PERFORMA	NCE EVA	LUATION						
		Date	RECO! GRAD	MMENDA E:	TION BY _STEP:_	DEPA	RTMENT F	OR PERM/	IONARY PER	US.
		Date Date	RAISE GRAD	. (YEAR E: OF EMPL	t 2 _STEP: _ OYEE TE	3	4) SALARY:		CCESSFUL	
	Date	RECOM GRADE							MERIT RAIS	E.
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4	hff.	ENT RECON	IMENDAT				OUNTY M	anager i	approval th	······································
FINA 	NCE C	7-27-16 OFFICER					DATE:	1/20/11		

DATE SUBMITTED: Lel 16	160
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COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Samantha Farrar SOC. SEC. NO.

POSITION: Office Assistant III DEPT.: Social Services

POS	ITION: Office As	eictant III	DEDW D. L.A.
			DEPT.: Social Services
	LOYEE EFFECTIV		
GRA	DE:	STEP:	SALARY: \$
ENDI	NG DATE OF PRO	OBATIONARY PERIOD:	
CUR	RENT: GRADE:	STEP: SAL	ARY:
	JOB PERFORMA	NCE EVALUATION	
	YEAR 1	2 3 4 (C	IRCLE)
	Date	DATE OF SUCCESSFU	IL COMPLETION OF PROBATIONARY PERIOD AND BY DEPARTMENT FOR PERMANENT STATUS
:	Date	DATE OF ANNUAL EVA RAISE. (YEAR 2 GRADE: STEP	ALUATION AND RECOMMENDATION FOR STEP 3 4) : SALARY: \$
	Date	DATE OF EMPLOYEE 1 TIONARY PERIOD.	TERMINATION DUE TO UNSUCCESSFUL PROBA-
X F	RECOMMENDATION Date: 8-1-2016	ON AND EFFECTIVE DAT GRADE: 57 S	E FOR EMPLOYEE: STEP RAISE TEP: 2 SALARY: \$ 22,826.00
VALA	IVI FIGIED WE	DOVE BASED ON HE	BEING RECOMMENDED FOR THE INCREASE IN S/HER WORK PERFORMANCE EVALUATION TY PERSONNEL POLICY.
DFPΔ	RTMENT RECOM		*******
2	, TECOM	MENUATION	COUNTY MANAGER APPROVAL
	Tesam?	M Chancy	mank fleath
DA	TE: 6/16/16	1	DATE: 6/17/110
FINAN	ICE OFFICER		
DA7	re.		

	IV.C.1.		Page	2	
DATE SUBMITTED:	(0)/01	1/4	2		

COUNTY OF PERQUIMANS

NAME: Carolyn Lewis	S	SOC. SEC. NO.
POSITION: IMC II		DEPT.: Social Services
EMPLOYEE EFFECTIVE	E DATE:	
GRADE:	STEP:	SALARY: \$
ENDING DATE OF PRO CURRENT: GRADE:	BATIONARY PERIOD: STEP: SALA	.RY:
☐ JOB PERFORMAN	ICE EVALUATION	
YEAR 1	2 3 4 (CIR	(CLE)
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Date	DATE OF ANNUAL EVA RAISE. (YEAR 2 GRADE: STEP:	LUATION AND RECOMMENDATION FOR STEP 3 4) SALARY: \$
Date	DATE OF EMPLOYEE TO TIONARY PERIOD.	ERMINATION DUE TO UNSUCCESSFUL PROBA-
	ON AND EFFECTIVE DATE GRADE: 63 ST	FOR EMPLOYEE: STEP EP: 3 SALARY: \$30,448.00
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DEPARTMENT RECOMM DATE: 6/16/14		county manager approval manh flath DATE: 7/26/16
FINANCE OFFICER		
DATE:		

COUNTY OF PERQUIMANS

NAME: Sonia Davenport	SOC. SEC. NO.:				
POSITION: EMT-I					
GRADE:STEP:SALARY:					
CURRENT: GRADE: STEP: SALA					
JOB PERFORMANCE EVALUATION					
YEAR 1 2 3 4 (CIRC	CLE)				
Date Date OF SUCCESSFUL OF SUC	COMPLETION OF PROBATIONARY PERIOD AND DEPARTMENT FOR PERMANENT STATUS SALARY:				
DATE OF ANNUAL EVALI Date RAISE. (YEAR 2 GRADE:STEP:	UATION AND RECOMMENDATION FOR STEP 3 4)SALARY:				
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집 8-1-16 RECOMMENDATION AND EFFECTIVE D Date GRADE: 66 STEP: 7 S.					
THE ABOVE NAMED COUNTY EMPLOYEE IS BE SALARY LISTED ABOVE BASED ON HIS/FCOMPLETED: PER THE COUNTY	IER WORK PERFORMANCE EVALUATION PERSONNEL POLICY.				
DEPARTMENT RECOMMENDATION	county Manager approval Maule Heath Date: 7/26/16				
DATÉ: 7-27-16	DATE: 7/26/16				
FINANCE OFFICER					
DATE:					

COUNTY OF PERQUIMANS

NAME: James Raymond Grosjean						**	-	SOC. SEC.	. NO.:		·····
POSITION: EMS Shift Supervisor - Safety Of								DEPT.: EN	AS		
	GRAD	E:	STEP	·	SAL	.ARY: _			·	···	····
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DEPARTMENT RECOMMENDATION DATE: July 27, 2016							(DATE:	anageri Lyfed 7/27/1		L
	NCE 0	FFICER									

COUNTY OF PERQUIMANS

NAME: Ida Harris	SOC. SEC. NO.:
POSITION: EMT-I & Billing Clerk	DEDT. FMG
NEW EMPLOYEE EFFECTIVE DATE: SAL	ARY:
ENDING DATE OF PROBATIONARY P	ERIOD:
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图 8-1-16 RECOMMENDATION AND EFFECT Bate GRADE: 66 STEP: 11	CTIVE DATE FOR EMPLOYEE MERIT RAISE SALARY:\$42,236
COMPLETED: PER THE CO	
DEPARTMENT RECOMMENDATION	COUNTY MANAGER APPROVAL Manh fleath DATE: 7/27/16
DATE:	DATE: 7/27/16
FINANCE OFFICER	
DATE:	

COUNTY OF PERQUIMANS

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DA	TE: _ 7	-27-16					DATE: 7	127/16		
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EMPLOYMENT ACTION FORM

DATE SUBMITTED: July 25, 2016

COUNTY OF PERQUIMANS

NAME	E: <u>//</u>	ettie Span	· (7 501	don		SOC. SEC.	NO.:_	
PUSI	HON:_	<u>oecr</u>	270	<u>ry</u>			DEPT.:	Cnior	Citizens
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FINANC	CE OFI	FICER							
DAT	E:								

From: W. Hackney High, Jr [mailto:whigh@highandcrowe.com]

Sent: Monday, July 25, 2016 8:59 AM

To: 'Mary Hunnicutt'

Subject: RE: County Attorney Term

Absolutely. I want to stay on as long as you all will have me.

W. Hackney High, Jr. High & Crowe, LLP Attorneys at Law 102 East Queen St. Post Office Box 92 Edenton, North Carolina 27932 (252) 482-4422 (252) 482-4423 fax

whigh@highandcrowe.com

CONFIDENTIALITY STATEMENT: This electronic message contains privileged and confidential information from the law firm of High & Crowe, LLP. The information contained herein is intended solely for the use of recipient named above. If you are not the recipient named above, be advised that any disclosure, copying, distribution or use of the contents of this electronic message is strictly prohibited. If you have received this electronic message in error, please notify us immediately by e-mail or by telephone at 252-482-4422 or (252) 482-4423 fax

From: Mary Hunnicutt [mailto:mhunnicutt@perquimanscountync.gov]

Sent: Friday, July 22, 2016 4:26 PM

To: Hackney High

Subject: County Attorney Term

Hackney,

According to our records, your term as our County Attorney is due to expire on August 31, 2016. Are you still interested in representing Perquimans County as our County Attorney? If so, we will reappoint you at our August 1st meeting.

Thank you for all that you do for the County and for me. It is a pleasure working with you.

Thanks.

Mary P. Hunnicutt Clerk to the Board Perquimans County P.O. Box 45 Hertford, NC 27944

Phone: (252) 426-8484 Fax: (252) 426-4034

E-Mail: mhunnicutt@perquimanscountync.gov

From: Mary Hunnicutt [mailto:mhunnicutt@perquimanscountync.gov]

Sent: Monday, July 25, 2016 9:31 AM

To: 'Brandi Jordan' Subject: RE: R. Rowland

Brandi,

I just talked with Ms. Rowland. She informed me that we would need to remove her from this appointment. She said that she has lost her job and has been in the hospital. She starts a new job today and does not feel that she will have the time to serve on this Committee. I have placed an ad for the replacement of Gene Boyce on this Committee so, should we get several applicants, maybe we can fill both of these vacancies.

Ms. Rowland was very sorry and apologized several times while I was on the phone with her. Just let me know how you wish for me to proceed.

Thanks. Mary

From: Brandi Jordan [mailto:bjordan@accog.org]

Sent: Monday, July 25, 2016 9:02 AM
To: mhunnicutt@perquimanscountync.gov

Cc: Camille Craft Subject: R. Rowland

Good morning -

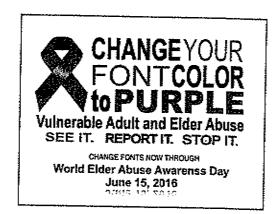
Just wanted to let you know that I have not received any response from Reta Rowland re: her desire to remain on the CAC board. Again, her term expires 11/30/16. Please let me know when the Commissioners meet and their decision regarding this.

Thanks and have a great week!

Brandi

Brandi Jordan, MSW
Regional Long-Term Care Ombudsman
Albemarle Commission
biordan@accog.org
252.426.5753 x225 (O)
252.426.8482 (F)







Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Thirtieth (30th) day of June in the year Two Thousand Sixteen (2016)

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Perquimans County PO Box 45 Hertford, NC 27944 252-426-8484

and the Contractor:
(Name, legal status, address and other information)

Aarene Contracting LLC 197 Roswell Street Alpharetta, GA 30009 678-566-0609

for the following Project: (Name, location and detailed description)

Perquimans County Library South Church Street Hertford, NC 27944

The Project is a 14,705 sq. ft. (one story) library. Typical construction is brick veneer-on-metal stud walls, steel (columns & beams) frame and pre-engineered wood trusses with metal roof (per accepted alternate). Base bid work also includes associated site grading; water and sewer utility work; storm water system; sidewalks; basic landscaping (grassing) and paved parking.

The Architect:

(Name, legal status, address and other information)

Ramsay Burgin Smith Architects, Inc. 225 North Main St., Suite 501 Salisbury, NC 28144 704-633-3121

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201TM—2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ľ

User Notes:

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Seven (7) Days from a Written Notice to Proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

- § 3.2 The Contract Time shall be measured from the date of commencement.
- § 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Three Hundred Sixty Five Calendar Days (365) days from the date of commencement, or as follows: (Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Init.

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(Table deleted)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Liquidated Damages for failure to meet substantial completion date apply to this project at a rate of Five Hundred Dollars (\$500.00) per calendar day, starting the day after contract's substantial completion date and continue until substantial completion is reached.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Three Hundred Eight-Five Thousand Six Hundred Twenty Two & No/100 (\$ 2,385,622.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

BASE BID Alternate #1 Alternate #2	Metal Roof – in lieu of Base Bid Asphalt Shingles Data Wiring and Equipment	\$ 177,712.00 150,752.00
Alternate #3 Alternate #4 TOTAL (as list	Aluminum Fence Around Pond - in lieu of Chain Link Fence Three (3) Year Mechanical Service Contract	\$ 32,281.00 11,277.00 13,600.00 385,622.00

§ 4.3 Unit prices, if any:

14....

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Unit Price #1 - Undercut and Fill Excavating Undercut Soil on Site Hauling & Legally Disposing Soil Hauling Structural Quality Soil Compacting Structural Quality Soil	Units and Limitations Cubic Yard Cubic Yard Cubic Yard Cubic Yard Cubic Yard Cubic Yard	Price Per Unit (\$0.00) \$20.50 \$4.50 \$5.00 \$9.00 \$2.00
Unit Price #2 Undercut w/ ABC Stone	Cubic Yard	\$52.50
Excavating Undercut Soil on Site	Cubic Yard	\$4.50
Hauling & Legally Disposing Soil	Cubic Yard	\$5.00
Hauling ABS Stone to Site	Cubic Yard	\$41.00
Compacting ABC Stone on Site	Cubic Yard	\$2.00

§ 4.4 Allowances included in the Contract Sum, if any: (Identify allowance and state exclusions, if any, from the allowance price.)

Item Price
Contingency Allowance \$60,000.00
Undercut and Compacted Structural \$4,100.00 (\$20.50 x 200)
Fill Allowance

Testing Allowance

\$25,000.00

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User Notes:

ARTICLE 5 PAYMENTS § 5.1 PROGRESS PAYMENTS

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- § 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Thirtieth (30th) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - Take that portion of the Contract Sum properly allocable to completed Work as determined by .1 multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction; See Reduction Method 5.1.8
 - Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %); See Reduction Method 5.1.8
 - Subtract the aggregate of previous payments made by the Owner, and .3
 - Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.
- § 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:
 - Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
 - Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.
- § 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

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(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Prior to reaching a maximum retainage of two and one half percent (2.5%) of the total contract amount, the Owner will pay ninety five percent (95%) of the amount due on the Contractor's monthly application for payment. Thereafter, the Owner will pay one hundred percent (100%) of the Contractor's monthly application for payment amount, holding the 2.5% maximum retainage as a fixed amount until substantial completion is certified. The following conditions must be met to qualify for contractual retainage reduction;

The project be on, or ahead of schedule

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - the Contractor has fully performed the Contract except for the Contractor's responsibility to correct .1 Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
 - a final Certificate for Payment has been issued by the Architect. .2

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

]	Arbitration pursuant to Section 15.4 of AIA Document A201-2007
[X]	Litigation in a court of competent jurisdiction (Located in Perquimans County, NC)
E]	Other (Specify)

TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

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§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

- § 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
- § 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

6% annually, compounded monthly or the maximum allowed by law, whichever is less § 8.3 The Owner's representative:

(Name, address and other information)

Frank Heath, County Manager Perquimans County PO Box 45 Hertford, NC 27944 252-426-8484

§ 8.4 The Contractor's representative: (Name, address and other information)

Gary Mills Aarene Contracting LLC 197 Roswell Street Alpharetta, GA 30009 678-566-0609

- § 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.
- § 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

- § 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.
- § 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.
- § 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.
- § 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Specifications	Invitation to Bid	January 2016	2
	Instructions to Bidders	January 2016	2
	Table of Contents	January 2016	4

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Form of Proposal January 2016 4
RBSA Rate Sheet January 2016 1
Supplementary January 2016 10
General Conditions

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

SEE ATTACHMENT "A"

Section

Title

Date

Pages

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

SEE ATTACHMENT "B"

Number

Title

Date

Pages

§ 9.1.6 The Addenda, if any:

Number Addendum #1 Addendum #2 Date

April 22, 2016 May 3, 2016

6 4

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201TM.-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below: (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond Performance Bond Labor & Material Bond

Limit of liability or bond amount (\$0.00)

100% of Contract Value 100% of Contract Value

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User Notes:

This Agreement entered into as of the day and year first written above.

PERQUIMANS COUNTY	AARENE CONTRACTING LLC	
OWNER (Signature)	CONTRACTOR (Signature)	
(Printed name and title)	(Printed name and title)	

Init.

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Additions and Deletions Report for

AIA® Document A101™ - 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:19:03 on 07/14/2016.

PAGE 1

AGREEMENT made as of the Thirtieth (30th) day of June in the year Two Thousand Sixteen (2016)

Perquimans County PO Box 45 Hertford, NC 27944 252-426-8484

Aarene Contracting LLC 197 Roswell Street Alpharetta, GA 30009 678-566-0609

Perquimans County Library South Church Street Hertford, NC 27944

The Project is a 14,705 sq. ft. (one story) library. Typical construction is brick veneer-on-metal stud walls, steel (columns & beams) frame and pre-engineered wood trusses with metal roof (per accepted alternate). Base bid work also includes associated site grading; water and sewer utility work; storm water system; sidewalks; basic landscaping (grassing) and paved parking.

The Architect:

Ramsay Burgin Smith Architects, Inc. 225 North Main St., Suite 501 Salisbury, NC 28144 704-633-3121

PAGE 2

Seven (7) Days from a Written Notice to Proceed

N/A

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Three Hundred Sixty Five Calendar Days (365) days from the date of commencement, or as follows:

PAGE 3

Portion of Work

Substantial Completion Date

Liquidated Damages for failure to meet substantial completion date apply to this project at a rate of Five Hundred Dollars (\$500.00) per calendar day, starting the day after contract's substantial completion date and continue until substantial completion is reached.

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Three Hundred Eight-Five Thousand Six Hundred Twenty Two & No/100 (\$ 2,385,622.00), subject to additions and deductions as provided in the Contract Documents.

BASE BID		£-5	577 714 00
Alternate #1	Metal Roof - in lieu of Base Bid Asphalt Shingles	<u> </u>	.177,712.00
Alternate #2	Data Wiring and Equipment		150,752.00
Alternate #3	Aluminum Fence Around Pond - in lieu of Chain Link Fence	<u></u>	32,281.00
Alternate #4	Three (3) Year Mechanical Service Contract	<u>y</u> _	11,277.00
TOTAL (as listed in 4.1 above)			13,600.00
	<u> </u>	<u> 52.</u>	.385,622.00

Unit Price #1 - Undercut and Fill	Cubic Yard	<u>\$20.50</u>
Excavating Undercut Soil on Site	Cubic Yard	\$4.50
Hauling & Legaliv Disposing Soil	Cubic Yard	\$5.00
Hauling Structural Quality Soil	Cubic Yard	
Compacting Structural Quality Soil	Cubic Yard	\$2.00
		32.00
Unit Price #2 - Undercut w/ ABC Stone	Cubic Yard	\$52.5 0
Excavating Undercut Soil on Site	Cubic Yard	\$4.50
Hauling & Legally Disposing Soil	Cubic Yard	\$5.00
Hauling ABS Stone to Site	Cubic Yard	\$41.00
Compacting ABC Stone on Site	Cubic Yard	\$2.00

Contingency Allowance \$60,000.00 Undercut and Compacted Structural \$4,100.00 (\$20.50 x 200) Fill Allowance **Testing Allowance**

PAGE 4

\$25,000.00

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the <u>First</u> day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the <u>Thirtieth (30th)</u> day of the <u>same</u> month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than <u>Thirty</u> (30) days after the Architect receives the Application for Payment.

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of <u>Five</u> percent (5%_%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201TM—2007, General Conditions of the Contract for Construction; <u>See Reduction Method 5.1.8</u>
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of <u>Five</u> percent (5 %); <u>See Reduction Method 5.1.8</u>

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Prior to reaching a maximum retainage of two and one half percent (2.5%) of the total contract amount, the Owner will pay ninety five percent (95%) of the amount due on the Contractor's monthly application for payment. Thereafter, the Owner will pay one hundred percent (100%) of the Contractor's monthly application for payment amount, holding the 2.5% maximum retainage as a fixed amount until substantial completion is certified. The following conditions must be met to qualify for contractual retainage reduction;

I. The project be on, or ahead of schedule

[X] Litigation in a court of competent jurisdiction (Located in Perquimans County, NC)

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6% annually, compounded monthly or the maximum allowed by law, whichever is less

Frank Heath, County Manager Perquimans County PO Box 45 Hertford, NC 27944 252-426-8484

Garv Mills
Aarene Contracting LLC
197 Roswell Street
Alpharetta, GA 30009
678-566-0609

Specifications

Invitation to Bid

January 2016

2

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SEE ATTACHMENT "A"

SEE ATTACHMENT "B"

Addendum #1 Addendum #2

April 22, 2016 May 3, 2016

<u>6</u> 4

Performance Bond Labor & Material Bond

100% of Contract Value 100% of Contract Value

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PERQUIMANS COUNTY

AARENE CONTRACTING LLC

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:19:03 on 07/14/2016 under Order No. 1419905299_I from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101TM – 2007, Standard Form of Agreement Between Owner and Contractor—where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

6|18|16 (Dated)

Attachment "A"

JANUARY 2016

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PERQUIMANS COUNTY LIBRARY

IX.A. -

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The Report of SHWT Estimation and Infiltration Testing dated October 16, 2015

ECS CAROLINAS, LLP 571-C West Fire Tower Road Winterville, NC 28590 tel# 252.558.1800

-Full Reports are posted on line at www.rbsarch.com .

END OF TABLE OF CONTENTS.

SCHEDULE OF DRAWINGS

Dated JANUARY 2016 - unless noted otherwise

C	COVER SHEET - LIFE SAFETY PLAN, BUILDING CODE SUMMARY
	& INDEX OF DRAWINGS

ΑĪ SITE PLAN - SITE DETAILS

Civil	(Note: Civil are 24x36 Sheets printed on 30x42paper.)
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EXISTING CONDITIONS & DEMO PLAN C100

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C302 **EROSION CONTROL PLAN**

C400 UTILITIES PLAN C401 UTILITY PROFILES

C900 **EROSION CONTROL DETAILS**

C902 UTILITY DETAILS C903 UTILITY DETAILS

A2 FLOOR PLANS - DIMENSIONS, RFS & WALL TYPES

Α3 **BUILDING ELEVATIONS** Α4 WALLS SECTIONS - TYPICAL A5:

WALL SECTIONS A6 WALL SECTIONS - CANOPY

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Α9 CABINETS

Lì LANDSCAPE PLAN & DETAILS

Structural

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\$1.0 FOUNDATION PLAN & DETAILS

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COLUMNS, FOOTINGS, SCHEDULES - FOUNDATION SECTIONS S2.1

S3.1 WOOD TRUSS SECTIONS & DETAILS WOOD TRUSS LAYOUT & DETAILS \$4.1

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- PLUMBING WASTE PIPING PLAN & SCHEDULES P1.1 P1.2 PLUMBING WATER PIPING PLAN

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M1.1 MECHANICAL - HVAC FLOOR PLAN

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E2.1 **ELECTRICAL LIGHTING PLAN**

E3.1 ELECTRICAL PANEL SCHEDULES

E4.1 ELECTRICAL RISER

End of SECTION 01011



ATA Document A312" – 2010

(Name, legal status and principal

AMCO Insurance Company

Des Moines, IA 50391

1100 Locust Street, Dept. 2006

Performance Bond

Bond No.: BDA748112 CONTRACTOR:

(Name, legal status and address)

Aarene Contracting, LLC 197 Roswell Street Alpharetta, GA 30009-1931

OWNER:

(Name, legal status and address) Perquimans County P.O. Box 45 Hertford, NC 27944

CONSTRUCTION CONTRACT

Date: June 30, 2016

Amount: \$ Two Million Three Hundred Eighty Five Thousand Six Hundred

SURETY:

place of business)

Twenty Two (\$2,385,622)

Description:

Perquimans County Library

South Church Street Hertford, NC 27944

BOND

Date: June 30, 2016

(Row deleted)

Amount: \$ Two Million Three Hundred Eighty Five Thousand Six Hundred

Twenty Two (\$2,385,622)

Modifications to this Bond:

None

SURETY

CONTRACTOR AS PRINCIPAL

Company: Aarene Contracting, LLC

(Corporate Seal)

Company; AMCO Insurance Company Corporate

Seal)

See Section 16

Signature: Signature:

Name and 42N L MILL PLESIDENT Name and Title:

Edward P. Mooney Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:) Johnson & Bryan, Inc. Ramsey Burgin Smith Architects . Inc. 1575 Northside Drive, Bldg 100, Ste 100 225 North Main Street, Suite 501

Atlanta, GA 30318

Salisbury, NC 28144 (404) 575-1049

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an allomey is encouraged with respect to its completion or modification.

Any singular reference to Confractor, Surety, Owner or other party shalf be considered plural where applicable.

Init.

(Row deleted)

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors:
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - After investigation, determine the amount for which it may be liable to the Owner and, as soon as .1 practicable after the amount is determined, make payment to the Owner; or
 - Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
 - the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
 - additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual .3 damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract,
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

(1379031368)

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§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for addi CONTRACTOR AS PRINCIPAL Company: Signature:	tional signatures of add (Corporate Seal)	led parties, other the SURETY Company: Signature:	an those appearing on the cover page. (Corporate Seal)
Name and Title: GARY LA Address: 197 ROSWELL: ALPHARETTA, G	LILLS PRESIDES STREET 9A-30009	VI Name and Title: Address:	

RIDER

To be attached to and form part of Bond No. Bda 748112 Aarene Contracting, LLC

in favor of

it is agreed that:

Perquimans County, NC and Branch Banking and Trust (BB&T) Company

are named as additional obligees. The rights of the additional Obligee, shall be subject to the following conditions:

- The Surety shall not be liable under this bond to the Obligee, or any of them, unless the Obligee, or a) any of them, shall make payments to the principal in accordance with the terms of said contract as to payments and shall perform all other obligations to be performed under said contract at the time and in the manner therein set forth.
- The aggregate liability of the Surety under this bond to the Obligee, as their interests may appear, is b) limited to the penal sum of this Bond.
- The Surety, may at its option, make any payments under this Bond by check issued jointly to the c) Obligee,

This Rider is effective as of June 30, 2016.

Edward P. Mooney	, Attorney-in-Fact
Principal: Aarene Contracting, 150-	A
Obligee: Parquimans County, NC	
Obligee: Branch Banking and Trust	(BB&T) Company

AMCO Insurance Company

Edward P. Mooney



ATA Document A312" – 2010

(Name, legal status and principal

AMCO Insurance Company

Des Moines, 1A 50391

1100 Locust Street, Dept. 2006

SURETY:

place of business)

Payment Bond

Bond No.: BDA748112

CONTRACTOR:

(Name, legal status and address)

Aarene Contracting, LLC 197 Roswell Street Alpharetta, GA 30009-1931

OWNER:

(Name, legal status and address) Perquimans County P.O. Box 45 Hertford, NC 27944

CONSTRUCTION CONTRACT

Date: June 30, 2016 Amount: \$ Two Million Three Hundred Eighty Five Thousand Six Hundred Twenty Two (\$2,385,622) (Row deleted) Description:

Perquimans County Library South Church Street Hertford, NC 27944

BOND

Date: June 30, 2016

(Not earlier than Construction Contract Date)

Amount: \$ Two Million Three Hundred Eighty Five Thousand Six Hundred Twenty Two (\$2,385,622)

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company: Aarene Contracting LLC (Corporate Seal)

1575 Northside Drive, Bldg 100, Ste 100

Signature:

Name and Title: OIDENT SURETY

Company:

AMCO Insurance Contpany orporate Seal)

Signature:

Name and Edward P. Mooney Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY -- Name, address and telephone)

AGENT or BROKER:

Johnson & Bryan, Inc.

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:) Ramsey Burgin Smith Architects, Inc. 225 North Main Street, Suite 501

Atlanta, GA 30318

Salisbury, NC 28144

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AlA standard form, An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attomey is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init

(404) 575-1049

(Row deleted)

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- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
 - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.

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- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

- § 16.1 Claim. A written statement by the Claimant including at a minimum:
 - .1 the name of the Claimant:
 - .2 the name of the person for whom the labor was done, or materials or equipment furnished;
 - .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
 - .4 a brief description of the labor, materials or equipment furnished;
 - .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
 - .7 the total amount of previous payments received by the Claimant; and
 - .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- § 18 Modifications to this bond are as follows:

(Space is provided below for addit CONTRACTOR AS PRINCIPAL	tional signatures of add	ded parties, other than those SURETY	appearing on the cover page.
Company: Signature:	(Corporate Seal)	Company: Signature:	(Corporate Seal)
Name and Title: Address:	······································	Name and Title: Address:	

(945238350)

Power of Attorney

KNOW ALL-MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohlo corporation Farmland Mutual Insurance Company, an Iowa corporation Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an lowa corporation Allied Property and Casualty Insurance Company, an lowe corporation Depositors insurance Company, an lowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

EDWARD P. MOONEY

ROBERT C. WYNNE

ATLANTA GA

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS

\$ 2,500,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duty adopted by the board of directors of the Company:

*RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

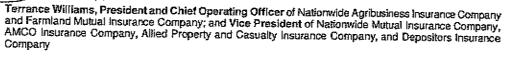
Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the

13th day of February, 2014.















ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: 55

On this 13h day of February, 2014, before me came the above-named officer for the Companies afcresaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Alitz Notarial Scal - Iowa Commission Number 152785 My Commission Expires March, 24, 2017

CERTIFICATE

Notary Public My Commission Expires March 24, 2017

Sandy ality

Robert W Homer III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and he corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

N WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 30

Glot tw 1/2_ Secretary

This Power of Attorney Expires ____

3DJ 1(03-14) 00

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RIDER

To be attached to and form part of Bond No. Bda 748112 Aarene Contracting, LLC

in favor of

it is agreed that:

Perquimans County, NC and Branch Banking and Trust (BB&T) Company

are named as additional obligees. The rights of the additional Obligee, shall be subject to the following conditions:

- a) The Surety shall not be liable under this bond to the Obligee, or any of them, unless the Obligee, or any of them, shall make payments to the principal in accordance with the terms of said contract as to payments and shall perform all other obligations to be performed under said contract at the time and in the manner therein set forth.
- b) The aggregate liability of the Surety under this bond to the Obligee, as their interests may appear, is limited to the penal sum of this Bond.
- c) The Surety, may at its option, make any payments under this Bond by check issued jointly to the Obligee.

This Rider is effective as of June 30, 2016.

	Edward P. Mooney	, Attorney-in-Fact
Obligee	contracting, ug	6
Obligee	. Branch Banking and Trust (BB)	&T) Company

AMCO Insurance Company

RIDER

To be attached to and form part of Bond No. Bda 748112 Aarene Contracting, LLC

in favor of

it is agreed that:

Perquimans County, NC and Branch Banking and Trust (BB&T) Company

are named as additional obligees. The rights of the additional Obligee, shall be subject to the following conditions:

- The Surety shall not be liable under this bond to the Obligee, or any of them, unless the Obligee, or a) any of them, shall make payments to the principal in accordance with the terms of said contract as to payments and shall perform all other obligations to be performed under said contract at the time and in the manner therein set forth.
- The aggregate liability of the Surety under this bond to the Obligee, as their interests may appear, is b) limited to the penal sum of this Bond.
- The Surety, may at its option, make any payments under this Bond by check issued jointly to the c) Obligee.

This Rider is effective as of June 30, 2016.

EGW	ard P. Mooney	, Attorney-in-Fact
Principal: Aarene Con L Obligee: Perquimans Co	tracting, LIC	<u> </u>
Obligee: Bran	ch Banking and Trust	(BB&T) Company

AMCO Insurance Company

Edward P. Mooney



CERTIFICATE OF PROPERTY INSURANCE

DATE (MINDD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES 7/21/2016

				OF INSURANCE DOES NOT CONS CER, AND THE CERTIFICATE HOLDS						
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Jo	hn	son & Brya	an, Inc.							
		Northside			(A/C, No. Ext):	(404) 351-843	4	FAX (A/C, N	[o]; (404)	351-3923
		100 Ste 1 nta			ADDRESS: DO	obie@j-binc.	COL	1		· · · · · · · · · · · · · · · · · · ·
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ACORD 24 (2009/09) INS024 (200909)



CERTIFICATE OF LIABILITY INSURANCE

(.A. - Page 3

DATE (MMVDD/YYYY) 7/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT Bobbie Burdett				
		PHONE (404) 351-8434 FAX (404) And No. Ext. (404)) 351-3923			
Johnson & Bryan, Inc. 1575 Northside Drive Bldg 100 Ste 100 Atlanta GA 30318 MNSURED Aarene Contracting, LLC 197 Roswell Street	_	ADDRESS: bobbie8j-binc.com				
		INSURER(S) AFFORDING COVERAGE	NAIC#			
	GA 30318	INSURERA: Valley Forge Insurance Co.				
		INSURER B. Continental Casualty Company				
	= :	INSURENC:Transportation Insurance Co				
TO METT OFF	ee.	INSURER D:	The state of the s			
Alpharetta	GA 30009	INSURER E:				
COVERAGES	CERTISICATE MUMOEDA	INSURER F :	<u></u>			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 10), Additional Remarks Schedule, if more space is required)
Re: Perquimans County Library, South Church Street, Hertford, NC 27944.

Perquimans County and Branch Banking and Trust Company are additional insureds as respects to the general liability coverage, per enclosed. 30 Day Notice of Cancellation applies for Perquimans County.

CERTIFICATE HOLDER	CANCELLATION							
Perquimans County Po Box 45	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
Herford, NC 27944	AUTHORIZED REPRESENTATIVE							
	P Hollifield/FARLEY Q C MY							
CARD 25 (2010)05)								

G-18652-J (Ed. 07/12)



CONTRACTORS' GENERAL LIABILITY EXTENSION ENDORSEMENT

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. The changes this endorsement makes do not apply with respect to any coverage that has been excluded or amended by another endorsement attached to this policy.

SCHEDULE

Coverage is summarized below. For particulars and limitations affecting each coverage, please refer to the corresponding policy provisions in the body of this endorsement.

4	\$ 4 Jet
Į.	Additional Insureds Seven additional insured extensions.
2.	
3.	Broad Knowledge of Occurrence/ Notice of Occurrence
	Broad Named Insured
	Broadened Liability Coverage For Damage To "Your Product" And "Your Work" Limit: \$100,000.
	Contractual Liability - Railroads Expanded definition of *insured contract.*
7.	Contractual Liability For Personal And Advertising Injury
	Electronic Data Liability Loss of Electronic Data Limit: \$100,000.
9.	Expanded Personal And Advertising Injury - Discrimination Or Humiliation
10.	Expected Or Intended Injury Reasonable force – "bodily injury" or "property damage."
	General Aggregate Limits Of Insurance - Per Project
	In Rem Actions
13.	Incidental Health Care Malpractice Coverage
L	Joint Ventures/Partnership/Limited Liability Companies Coverage for your interest in such terminated or ended organizations.
15.	Legal Liability/Alienated Premises/Borrowed Equipment Coverage Extended perils.
	Default limit increased to \$500,000 for Damage to Premises Rented To You. \$25,000 limit for "property damage" to borrowed tools or equipment at a jobsite.
16.	Liberalization Clause
17.	Liquor Liability Coverage Extension
18.	Medical Payments
	Limits increased to \$15,000.
10	Reporting increased to three years from the date of accident. Non-owned Aircraft Coverage
	Non-owned Watercraft
20.	Increased to 75 feet.
21.	Primary And Non-Contributory To Other Insurance
	Property Damage - Elevators
	Supplementary Payments
	Cost of bail bonds increased to \$5,000.
	Daily loss of earnings Increased to \$1,000.
	Unintentional Failure To Disclose Hazards
25,	Waiver of Subrogation - Blanket Waiver of subrogation where required by written contract or written agreement.
26.	Wrap-Up Extension

1. ADDITIONAL INSURED

SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs A. through G. below whom you are required to add as an additional insured on this policy under a written contract or written agreement, provided the written contract or written agreement:

- Is currently in effect or becomes effective during the term of this policy; and
- ii. Was executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury" for which the additional insured seeks coverage.

However, we will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:

- a. The maximum permitted by law;
- Bequired in the written contract or written agreement;
- c. Afforded to you under this policy; or
- d. Described in the applicable paragraphs A. through G. below.

A. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- 1. Their financial control of you; or
- Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

C. Lessor - Equipment

- Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- With respect to the insurance afforded to these additional insureds, this insurance does

not apply to any "occurrence" which takes place after the equipment lease expires.

D. Lessor - Land

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- Any "occurrence" which takes place after you cease to lease that land; or
- Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

E. Lessor - Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies:
 - a. The existence, maintenance, repair, construction, erection, or removal of

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advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

- The construction, erection, or removal of elevators; or
- c. The ownership, maintenance or use of any elevators covered by this insurance.
- This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- 3. This insurance does not apply to:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

A governmental permit which requires you to add the governmental entity as an additional insured will trigger this Provision 1. as if the permit were a written contract.

2. BODILY INJURY - EXPANDED DEFINITION

SECTION V - DEFINITIONS, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

3. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Condition 2. Duties in The Event of Occurrence,
Offense, Claim or Suit of SECTION IV –
COMMERCIAL GENERAL LIABILITY CONDITIONS is
amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

You must give us or our authorized representative notice of an "occurrence," offense, claim, or "suit" only when the "occurrence," offense, claim or "suit" is known to:

- (1) You, if you are an individual:
- (2) A partner, if you are a partnership;

- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

B. NOTICE OF OCCURRENCE

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence," offense claim or "suit."

4. BROAD NAMED INSURED

 A. Any subsidiary or affiliate organization, other than a partnership, joint venture or limited liability company, in which a Named Insured specifically shown in the Declarations has management control, directly or through one or more subsidiary organizations, at the time of loss will qualify as a Named Insured but only if there is no other similar insurance available to such organization, nor similar insurance which would be available but for exhaustion of its limits. For the purpose of this provision, similar insurance means general liability or equivalent insurance, no matter whether its coverage is broader or narrower than that provided by this insurance. But if the only other similar insurance is for a "consolidated (wrap-up) program," then a subsidiary that qualifies as a Named Insured on such project-specific insurance can still qualify as a Named Insured on this insurance, but not for projects covered by the *consolidated (wrap-up) program.*

[Please see Item 26.C. of this endorsement for the definition of "consolidated (wrap-up) program."]

- B. This endorsement does not apply to any organization for which coverage is excluded by another endorsement attached to this policy.
- C. Only for the purpose of this endorsement:
 - Management control means:
 - a. Ownership interest representing more than 50% of the voting, appointment, or designation power for the subsidiary organization's governing body; or
 - b. Having the right, pursuant to a written contract, or pursuant to the by-laws, charter, operating agreement, or similar document of a specifically shown Named Insured or controlled subsidiary

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organization to select, appoint, or designate a majority of the subsidiary organization's governing body. Such contract or document must have been created prior to the time of loss; or

- c. Having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer and sell property held by a trust.
- Governing body means the Board of Directors of a corporation.
- Loss means:
 - The occurring of the 'bodily injury' or 'property damage'; or
 - b. The committing of the offense that caused the 'personal and advertising injury.'
- D. The insurance provided by this policy applies to Named Insureds when trading under their own names, or under such trading names or doingbusiness-as (DBA) names as any should choose to employ.

5. BROADENED LIABILITY COVERAGE FOR DAMAGE TO "YOUR PRODUCT" AND "YOUR WORK"

A. Under SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended to delete exclusions k. and l. and replace them with the following:

[This insurance does not apply to:]

k. Damage to Your Product

Property damage to "your product* arising out of it, or any part of it except when caused by or resulting from:

- (1) Fire;
- (2) Smoke:
- (3) Collapse; or
- (4) Explosion.

Damage to Your Work

Property damage to "your work" arising out of it, or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply:

- If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:

- (a) Fire;
- (b) Smoke;
- (c) Collapse; or
- (d) Explosion.
- B. The following paragraph is added to SECTION III LIMITS OF INSURANCE:

Subject to 5. above, \$100,000 is the most we will pay under Coverage A for the sum of damages arising out of any one "occurrence" because of "property damage" to "your product" and "your work" that is caused by fire, smoke, collapse or explosion and is included within the "product-completed operations hazard." This sublimit does not apply to "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

C. This Provision 5. Broadened Liability Coverage For Damage To "Your Product" And "Your Work" does not apply if an endorsement of the same name is attached to this policy.

6. CONTRACTUAL LIABILITY - RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of *insured contract* in SECTION V – DEFINITIONS is replaced by the following:

"Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by tire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract":
- b. A sidetrack agreement;
- Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

7. CONTRACTUAL LIABILITY FOR PERSONAL AND ADVERTISING INJURY

Under SECTION I – COVERAGE B –PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions is amended to delete exclusion e. Contractual Liability.

This provision 7. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

8. ELECTRONIC DATA LIABILITY

A. Under SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE, Paragraph
 2. Exclusions is amended to delete exclusion p. Electronic Data and replace it with the following:

[This Insurance does not apply to:]

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury."

B. The following paragraph is added to SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, \$100,000 is the most we will pay under Coverage A for all damages arising out of any one "occurrence" because of "property damage" that results from physical injury to tangible property and arises out of "electronic data."

C. The following definition is added to the SECTION V – DEFINITIONS:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purposes of the coverage provided by this endorsement, the definition of 'property damage' in SECTION V – DEFINITIONS is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be desired to occur at the time of the physical injury that caused it:
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data," resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this Provision 8. Electronic Data Liability is part of, and not in addition to, that higher limit.

9. EXPANDED PERSONAL AND ADVERTISING INJURY - DISCRIMINATION OR HUMILIATION

- A. SECTION V DEFINITIONS is amended to add the following to the definition of "Personal and advertising injury":
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "executive officer," director, stockholder, partner, member or

manager (if you are a limited liability company) of the insured; and

- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.
- B. Under SECTION I COVERAGE B –PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions is amended to add the following additional exclusions:

[This insurance does not apply to:]

Discrimination Relating To Room, Dwelling or Premises

"Personal or advertising injury" caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

Fines Or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

This provision 9. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

10. EXPECTED OR INTENDED INJURY

Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended to delete exclusion a. Expected or Intended Injury and replace it with the following:

[This insurance does not apply to:]

Expected or intended injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

- A. For each construction project away from premises you own or rent, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most we will pay for the sum of:
 - All damages under Coverage A, except damages because of 'bodily injury' or

"property damage" included in the "products-completed operations hazard"; and

2. All medical expenses under Coverage C.

that arise from "occurrences" or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project Aggregate Limit of any other construction project.

B. All:

- Damages under Coverage B, regardless of the number of locations or construction projects involved;
- Damages under Coverage A, caused by "occurrences" which cannot be attributed solely to ongoing operations at a single construction project, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- Medical expenses under Coverage C caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

- C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project Aggregate Limit or the General Aggregate Limit, depending on whether the "occurrence" can be attributed solely to ongoing operations at a particular construction project.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," regardless of the number of locations involved will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- E. If a single construction project away from premises owned by or rented to the insured has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of SECTION III – LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

Any action in rem against any vessel owned or operated by or for you, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

In rem is a term used to designate actions instituted against the thing, as distinct from actions against the person, which are said to be in personam.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

- A. With respect only to "bodily injury" that arises out of a "health care incident," COVERAGE A --BODILY INJURY AND PROPERTY DAMAGE LIABILITY OF SECTION I - COVERAGES is amended to replace Insuring Agreement Paragraphs 1.b.(1) and 1.b.(2) with the following:
 - b. This insurance applies to "bodily injury" only if you are not in the business of providing professional health care services, and only if:
 - (1) The "bodily injury" is caused by an "occurrence" that takes place in the "coverage territory." For the purpose of this insurance:
 - (a) 'Bodily injury' caused by a 'health care incident' will be considered caused by an 'occurrence'; and
 - (b) All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single "occurrence";
 - (2) The "bodity injury" occurs during the policy period. All "bodity injury" arising from an "occurrence" will be deemed to have occurred at the time of the first act, error, or omission that is part of the "occurrence"; and
- B. With respect only to the insurance provided by this Provision 13., Exclusion 2.e. Employer's Liability of SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE, is amended to append the following:

Only for "bodily injury" not covered by other liability insurance (including state-sanctioned self insurance) available to the insured (or which would be available but for exhaustion of its limits), this exclusion does not apply to "bodily injury" that arises out of a "health care incident."

C. SECTION V – DEFINITIONS is amended to add the following new definition:

"Health care incident" means a negligent act, error or omission by your "employees" or "volunteer workers" working on your behalf in the rendering of or failure to render professional health care services in any of the following capacities, or the related furnishing of food, beverages, medical supplies or appliances:

- a. Physician;
- b. Nurse;
- c. Emergency medical technician;
- d. Paramedic;
- e. Chiropractor;
- f. Dentist;
- g. Athletic trainer;
- h. Audiologist:
- i. Physical therapist;
- Psychologist;
- k. Speech therapist:
- Other allied health professional; or
- m. Provider of first aid or Good Samaritan services rendered in an emergency and for which no payment is demanded or received.
- D. SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. Exclusions is amended to add the following additional exclusions. These new exclusions apply only to this Incidental Health Care Malpractice Coverage:

This insurance does not apply to:]

Dishonesty or Crime

Any dishonest, criminal or malicious act, error or omission.

Clinical Trials / Product Testing

Acts, errors or omissions that occur in the course of human clinical trials or product testing.

Medicare/Medicaid Fraud

Medicare or Medicaid fraud or abuse.

Services Excluded by Endorsement

Any "health care incident" for which coverage is excluded by endorsement.

E. SECTION V - DEFINITIONS is amended to add the following subparagraph to Paragraph f. of the definition of "insured contract": Paragraph f. does not include that part of any contract or agreement:

- (4) Under which you assume another's tort liability for "bodily injury" arising out of the rendering of or failure to render professional health care services.
- F. SECTION II WHO IS AN INSURED is amended to add the following provisions:
 - Your "employees" are insureds with respect to:
 - a. "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or while performing duties related to the conduct of your business; and
 - b. "bodily injury" to a "volunteer worker" while performing duties related to the conduct of your business;

when such "bodily injury" arises out of a "health care incident."

- Your 'volunteer workers' are insureds with respect to:
 - a. "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business; and
 - b. "bodily injury" to an "employee" while in the course of the "employee's" employment by you or while performing duties related to the conduct of your business;

when such "bodily injury" arises out of a "health care incident."

- Paragraphs 2.a. (1)(a), (b) and (c) of SECTION II – WHO IS AN INSURED do not apply to "bodily injury" for which insurance is provided this Provision 13.
- Paragraph 2.a.(1)(d) of SECTION II WHO IS AN INSURED is deleted.
- G. With respect to the insurance provided by this Provision 13., the following is added to Paragraph 4.b.(1) of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

To the extent this insurance applies, it is excess over any of the other insurance (including qualified self insurance), whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

- A. The following is added to SECTION II WHO IS AN INSURED:
 - 4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period, but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:
 - Prior to the termination date of any joint venture, partnership or limited liability company;
 - b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; or
 - c. To a joint venture, partnership or limited liability company which is or was insured under a 'consolidated (wrap-up) insurance program."

[Please see Item 26.C. of this endorsement for the definition of "consolidated (wrap-up) program."]

B. The last paragraph of SECTION II – WHO IS AN INSURED is deleted and replaced by the following:

Except as provided under the Contractors' General Liability Extension Endorsement or by the attachment of another endorsement (if any), no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

15. LEGAL LIABILITY/ALIENATED PREMISES/ BORROWED EQUIPMENT

A. Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. Exclusions is amended to delete exclusion j. Damage to Property in its entirety and replace it with the following:

[This insurance does not apply to:]

Damage to Property

"Property damage" to:

- Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the 'property damage' arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured:

G-18652-J (Ed. 07/12)

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the 'property damage' arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work."

Paragraphs (3) and (4) of this exclusion do not apply to 'property damage' to tools or equipment loaned to you. A separate limit of insurance applies to such tools or equipment that are damaged while being used in your operations.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises rented to you or temporarily occupied by you with the permission of the owner, or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in SECTION III — LIMITS OF INSURANCE.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

B. Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE the last paragraph of Paragraph 2. Exclusions is deleted and replaced by the following.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner nor to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

C. The following paragraph is added to SECTION III -LIMITS OF INSURANCE:

Subject to 5. above, \$25,000 is the most we will pay under Coverage A for damages arising out of any one 'occurrence' because of 'property damage' to tools or equipment loaned to you by

others that occurs while the equipment is being used to perform operations.

- D. Paragraph 6. Damage To Premises Rented To You Limit of SECTION III – LIMITS OF INSURANCE is replaced by the following:
 - 6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most we will pay under SECTION I COVERAGE A for damages because of 'property damage' to any one premises while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:
 - a. \$500,000; or
 - The Damage To Premises Rented To You Limit shown in the Declarations.
- E. Paragraph 4.b.(1)(a)(ii) of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted and replaced by the following:
 - (ii) That is property insurance for premises rented to you, for premises temporarily occupied by you with the permission of the owner; or for personal property of others in your care, custody or control;
- F. This Provision 15. does not apply if Damage To Premises Rented To You Liability under SECTION -1-COVERAGE A is excluded by endorsement.

16. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

17. LIQUOR LIABILITY

Under SECTION 1 – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. Exclusions is amended to delete exclusion c. Liquor Liability.

This provision 17. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

18. MEDICAL PAYMENTS

A. Paragraph 7. Medical Expense Limit, of SECTION III ~ LIMITS OF INSURANCE is deleted and replaced by the following:

- 7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under SECTION -1 COVERAGE C for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:
 - (1) \$15,000; or
 - (2) The amount shown in the Declarations for Medical Expense Limit.
- B. Paragraph 1.a.(3)(b) of SECTION 1 COVERAGE C MEDICAL PAYMENTS, is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and

This paragraph B. does not apply to medical expenses incurred in the state of Missouri.

19. NON-OWNED AIRCRAFT

Under SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY. Paragraph 2. Exclusions is amended such that exclusion g. Aircraft, Auto or Watercraft does not apply to an aircraft you do not own, provided that:

- The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- The aircraft is rented to you with a trained, paid crew; and
- The aircraft does not transport persons or cargo for a charge.

20. NON-OWNED WATERCRAFT

Under SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended to delete subparagraph (2) of exclusion g. Aircraft, Auto or Watercraft and replace it with the following.

[This exclusion does not apply to:]

- (2) A watercraft you do not own that is:
 - (a) Less than 75 feet long; and
 - (b) Not being used to carry persons or property for a charge.

21. PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE

With respect to any person or organization that is an additional insured under this Coverage Part, the

following is added to Paragraph 4. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

If you have agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary and we will not seek contribution from that other insurance. For the purpose of this Provision 21., the additional insured's own insurance means insurance on which the additional insured is a Named Insured.

This Provision 21, does not apply in situations where the endorsement on this policy affording coverage to the additional insured specifies that this insurance is excess over any other insurance available to that additional insured.

22. PROPERTY DAMAGE - ELEVATORS

- A. Under SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE, Paragraph
 2. Exclusions is amended such that exclusion k. Damage to Your Product, and subparagraph (3),
 (4) and (6) of exclusion j. Damage to Property do not apply 'property damage' that results from the use of elevators.
- B. With respect only to the coverage provided by this endorsement, Condition 4. Other Insurance in SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add the following subparagraph b.(1)(a)(v):

4. Other Insurance

Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (v) That is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

- A. Under Section I Supplementary Payments Coverages A and B, Paragraph 1.b., the limit of \$250 shown for the cost of ball bonds is replaced by \$5,000:
- B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$1,000.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If unintentionally you should fail to disclose all existing hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

25. WAIVER OF SUBGROGATION - BLANKET

Under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- Is in effect or becomes effective during the term of this policy; and
- Was executed prior to loss.
- 26. WRAP-UP EXTENSION: OWNER CONTROLLED INSURANCE PROGRAM, CONTRACTOR CONTROLLED INSURANCE PROGRAM OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a "consolidated (wrap-up) insurance program" by applicable state statute or regulation:

If the endorsement EXCLUSION - CONSTRUCTION WRAP-UP or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached to this policy, then the following changes apply:

A. The following wording is added to the endorsement:

With respect to a "consolidated (wrap-up) insurance program" project in which you are or were involved, this exclusion does not apply to those sums you become legally obligated to pay as damages because of:

 "Bodily injury," "property damage," or "personal or advertising injury" that occurs during your ongoing operations at the project, or during such operations of anyone acting on your behalf; nor

- "Bodily injury" or "property damage" included within the "products-completed operations hazard" that arises out of those portions of the project that are not "residential structures."
- B. SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add the following subparagraph 4.b.(1)(c) to Condition 4. Other Insurance:

[This insurance is excess over:]

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to you as a result of your being a participant in a "consolidated (wrapup) insurance program," but only as respects your involvement in that "consolidated (wrapup) insurance program."
- C. SECTION V DEFINITIONS is amended to add the following definition:

"Consolidated (wrap-up) insurance program" means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency including but not limited to single or multifamily housing, apartments, condominiums, townhouses, cooperatives or planned unit developments and also includes their common areas and/or appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). When there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels, or motels. Residential structure also does not include hospitals or prisons.

This provision 26. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

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FOR INFORMATION ONLY ITEMS



Transform Your Tomorrow

Office of the President Kandi W. Deitemeyer, Ed.D.

July 18, 2016

Perquimans County Board of Commissioners P.O. Box 45 Hertford, NC 27944

Dear Commissioners:

On behalf of the Board of Trustees, myself, faculty, staff and our students, please accept my personal thanks for your generosity and support of College of The Albemarle. The appropriation of \$32,500 will help us to improve and maintain the quality of college operations and facilities on campus.

As you know, the college is vital to the economic prosperity of Perquimans County and the northeast region. We remain grateful for our ongoing partnership as we continue to help individuals transform their lives. Certainly, we will endeavor to be good stewards of the resources that Perquimans has invested in COA.

I hope that Perquimans County has a very successful year. If I can be of any assistance, please do not hesitate to contact me.

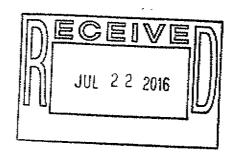
Sincerely,

Kandi W. Deitemeyer, Ed.D.

President

College of The Albemarle

CC: Frank Heath, County Manager





Go Back

NACo Prescription Drug Discount Card Program

PERQUIMANS COUNTY, NC

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<u>DECEMBER</u>	25	15 64.00%	9 36.00% \$ 918.07	\$ 36 73	\$ 1,252.64	2 F0 44 2 224 F4			
NOVEMBER	25	19 76.00%	6 24.00% \$ 1,241.89		\$ 1,707.72	\$ 50.11 \$ 334,57	-		12
OCTOBER	77	17 77 64-	1,241.89	40.0b	\$ 1,707.72	\$ 58.31 \$ 465.83	\$ 18.63	27.28%	14
<u> Pini Milinit</u>	23	17 73.91%	6 26.09% 1,005.50	\$ 43.72	\$ 1,272.23	\$ 55.31 \$ 266.73	\$ 11.60	20.97%	11
SEPTEMBER	36	19 52.78%	17 47.22% \$ 1,024.85	\$ 28.47	\$ 1,346.45	\$ 37.40 \$ 321.60	\$ 8,93	23.89%	
AUGUST	32	22 68,75%						£3.9570	14
75 6 4			10 31.25% \$ 1,113.97	\$ 34.81	\$ 1,462,53	\$ 45.70 \$ 348.56	\$ 10.89	23.83%	12
<u> May</u>	31	20 64.52%	11 35.48% \$ 1,094.45	\$ 35.30	\$ 1,481.76	\$ 47.80 \$ 387.31	\$ 12.49	26.14%	15
LINE	32	22 68.75%	10 31.25% \$ 885,45	\$ 27.67	\$ 1,257.48	\$ 39.30 \$ 372.03		29.59%	15
MAY	25	18 72.00%	7 28.00% \$ 1,043.40	\$ 41.74		\$ 57.69 \$ 398.76		27.65%	
APRIL.	29	17 58.62%	12 41.38% \$ 695.70	\$ 23.99	\$ 983,67				14
MARCH seen: way	23	19 82,61%	4 17.39% \$ 832.14	\$ 36.18	\$ 1,189.55	\$ 33.92 \$ 287.97 \$ 51.72 \$ 357.41	\$ 9.93 \$ 15.54	29.28% 30.05%	12
<u>FEBRUARY</u> JANUARY	15 23	13 86.67%	2 13.33% \$ 429.41	\$ 28.63	\$ 594.23	\$ 39.62 \$ 164.82	\$ 10.99		9 8
MODEST CONTRACTOR I	23	16 69,57%	7 30.43% \$ 701.41	\$ 30,50	\$ 906.21	\$ 39.40 \$ 204.80		22.60%	13
2009									
DECEMBER	44	27 61.36%	17 38.64% \$ 1,296.18	\$ 29.46	\$ 1,588.69	\$ 36.11 \$ 292.51	\$ 6.65	18.41%	13
NOVEMBER	34	25 73.53%	9 26.47% \$ 1,451.51	\$ 42.69	\$ 1,789.48	\$ 52.63 \$ 337.97		18.89%	
OCTOBER	41	27 65.85%	16.1(.50) 75.91			7 4 021.31	\$ 2,34	10.0246	13
			14 34.15% 1,077.88	\$ 26.29	\$ 1,329.32	\$ 32.42 \$ 251.44	\$ 6 .13	18.91%	14
SEPTEMBER	43	29 67.44%	14 32.56% 1,201.33	\$ 27.94	\$ 1,581.39	\$ 36.78 \$ 380.06	\$ 8.84	24.03%	9
AUGUST	22	10 45.45%	12 54.55% \$ 1,101.97	\$ 50.09	\$ 1,449.33	\$ 65.88 \$ 347.36	\$ 15.79	23.97%	12
MIX	40	25 62.50%	15 37.50% \$ 1,220.48	\$ 30.51	\$ 1,525.98	\$ 38.15 \$ 305.50	\$ 7.64	20.02%	15
<u> </u>	43	25 58.14%	18 41.86% \$ 1,687.31	\$ 39.24	\$ 2,005.31	£ 46 64 ± 210 00	4 7 10	45.004.	
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MARCH	19	16 84,21%	3 15.79% \$ 489.88	\$ 25.78	\$ 677.12	\$ 35.64 \$ 187.24	\$ 9.85	18.31% 27.65%	10 10
<u>FEBRUARY</u>	24	20 83.33%	4 16.67% 1,107.28	\$ 46.14	\$ 1,433.51	\$ 59.73 \$ 326.23	\$ 13.59	22.76%	12
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Column Headers from left to right:

1. Total Rxs: This is the total number of Rxs that were adjudicated or attempted to adjudicate through the use of the card (the explanation of the next couple of headers will help explain the necessity of this column).

2. Plan Priced Rxs: Caremark tracks all attempts to use the cards including when the pharmacy offers a lower price than the card can give. This is usually when the pharmacy sells a drug at cost or below cost to create foot traffic for the pharmacy or under a special purchase arrangement. This is the amount of Rxs that the card gave the best price vs. the pharmacy.

3. % Plan Priced Rxs: What percentage of the total attempted Rxs adjudicated via best price with the card. Retail Priced Rxs: How many prescriptions where the pharmacy had a lower price.

5. % Retail Priced Rxs: Percentage of Rxs where the pharmacy had a lower price.

- Total Drug Cost: All prescriptions totaled together at their card discount prices.
- Average Drug Cost: Average Drug Cost per Rx at the card discounted price.
- 8. Retail Submitted Price: What the price would have been if the prescriptions weren't filled with the card.

 9. Average Retail Submitted Price: Average Per Prescription price if the card wasn't presented at a discount.
- 10. Price Savings: Total dollar savings for all Rxs filled with the card. Average Price Savings: Average price savings per prescription.
- % Price Savings: Percentage price savings per prescription.
- 13. Total Utilizers: This is the total amount of people who represent the total amount of prescriptions i.e. some people fill multiple prescriptions. This gives you an indication of how many residents you are helping.

DEPARTMENT HEAD REPORTS

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REVIEW
PLAT

June 2016

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107 N. Front Street Post Office Box 7 Hertford, NC 27944

Phone: (252) 426-7010

(252) 426-5564

Fax: (252) 426-3624

PERQUIMANS COUNTY TAX DEPARTMENT

JULY 2016-ENFORCED COLLECTIONS

PAYMENT AGREEMENTS: \$12,702.95

GARNISHMENTS: \$2,174.36

DEBT SETOFFS: \$0.00

PERQUIMANS COUNTY'S VISION:

To be a community of opportunity in which to live, learn, work, propsper and play.

expanded cea Report

SUBJ-ADDRESS 100 Sound Side Dr.

ORDINANCE VIOLATED #53 - vehicles

NOTES heresay-neighbor has contract to buy & will clean

Ernie & Virgil met with her at site and discussed methods of clean up. came in office and said cancer treatment will be over in October

asked for additional time (through July)

Ms. Welter called first week in 4/18/2016 and wanted photos sent by

email again. She lost first ones

Welter email = <ladycontracter@yahoo.com> neighbor came in and reported vandalism. Observation by Virgil and Ernie. Email and pics sent to Ms. Welter, who called later to verify receipt and said neighbor

will help.

Bus with building materials(unattended), boat, trailer, and camper

office visit 1/4/16 from Bobby White @

DISPOSITION plan logistics with new owner

DISPOSITION DATE 7/4/2016

SUBJ-ADDRESS 41-A Bethel Fishing Center

ORDINANCE VIOLATED Solid Waste

NOTES wooded lot being used for storage of mulch and fire wood

Emerson Cullings re-complained about Jerry walker 7/19/16

5/10/16 leveled out as said. Close file.

4/27/16- timber trimmings leveled in a wooded lot - check if violation

& which ord, sec.

Phone conversation / said will clean & level in Spring as weather

permits & after firewood salvedge finished

uncleared lot used for storage of mulch and other trimmings

Phone conversation willingness to cooperate but does not own the

dilapidated house

2nd letter sent about solid waste 2/23/16

DISPOSITION complaint not covered by any ordinance

DISPOSITION DATE 7/20/2016

SUBJ-ADDRESS

132 Albemarle Rd.

ORDINANCE VIOLATED

NOTES

unable to find owner-still looking still seeking owner 4/28/16

Ms. Blount came in to check progress and brought a new tax card,

identifing owner / new look and pics Harvey Point Rd. to 3rd Ave. to Albemarle. Alledges = old trailer overgrown & fire Hazzard. Doublewide in tall vegitation- see 2 pics

DISPOSITION

logistics revisit with new info

DISPOSITION DATE

7/6/2016

SUBJ-ADDRESS

746 Chapanoke Road

CLEAN UP COMPLETE

ORDINANCE VIOLATED

solid waste

SEE ATTACHED PRES.

NOTES

invoice prepared - pending submital lagistics

Demolition completed 7/1/16 6/20/16 notified of demolition plans demolition price set / notify owner

4/11/16 declared solid waste - seeking demol prices.

dilapidated house - un livable

1-8-16 Mr. Harry Goedon came in from Feightville to discuss 746 Chapanome Rd. / representing Ms. Elizabeth Steward in New York. First deadline was January 8, 2016 and is placed on hold and case classified as active logistics. Mr. Gordon is investigating the removal of asbestos so fire dept can do a training burn. Phones (910)818-8044 - Mr. Gordon

& (252)297-3300-LANDFILL

DISPOSITION

invoice to V for processing

DISPOSITION DATE

7/13/2016

SUBJ-ADDRESS

742 Chapanoke Rd.

ORDINANCE VIOLATED

solid waste & vehicles

NOTES

house cleaned up and junk removal noted

dilapidated house - lot of junk and scrap and vehicles

Jack Neil (757-288-8815) has POA for property & says should have house remodled in appx. 60 days and sold as soon after as possible.

Invited to go inside to see progress. Will keep us informed.

Is hoping that scrap prices will go up and they will haul directly to

scrapyard.

DISPOSITION

clean up in progress

DISPOSITION DATE

7/2/2016





SUBJ-ADDRESS

1034 Snug Harbor Rd.

ORDINANCE VIOLATED

NOTES

backhoe removed 7/16/16

several vehicles removed and garbage(7/13/16

6/14/16 improvements underway

5/19/16 Spoke to Mr. Register, he is preparing to move vehicles 5/17/16 Met with Mr. Register who indicated his willingness to

cooperate, but has limited resources.

4/12/16 pending logistics / personal contact done

5/17/16 Virgil & Ernie met with Mr. Register and reminded him of

impending actions.

5/13/16 Virgil & Ernie met with Mr. Register, who agreed to improve

conditions

Reg/ret/rcpt letter returned unclaimed 3/12/16 - Virgil saw him in yard

and talked to Mr. Register about possibilities.

Virgil made contact and discussed cleanup. Positive reaction

Old notes and pics from Ms Murphy 11-23-15 NEW pics 1/7/16 show multiple vehicles. Some licensed & none junk. Backhoe on trailer in good condition. Storage of personable property in yard and weeds. Unsightly but may not be ordinance violation. Continue observation.

1st class letter sent to encourage clean up.

1/29/15 - Multiple nuisance vehicles, solid waste and noxious weeds.

Prepare Registered letter and document site before sending.

DISPOSITION

improving

DISPOSITION DATE

7/14/2016

SUBJ-ADDRESS

854 Woodville Rd. CLEANUP COMPLETE-SEE PICS ->

ORDINANCE VIOLATED

solid waste

NOTES

demo complete / billing pending

price set / demo pending

5-25-16 office visit to release for demolition

5-16-16 release letter sent

Need to send value letter and registered letter to current address - P.O.

Box 231 / South Mills, NC 27976

Patricia Gurganus called @ 1pm, in response to letter. Said that she has no resources and is willing to cooperate with clean up even if it means

losing the property. Phone # above. condemned and posted 4/27/16

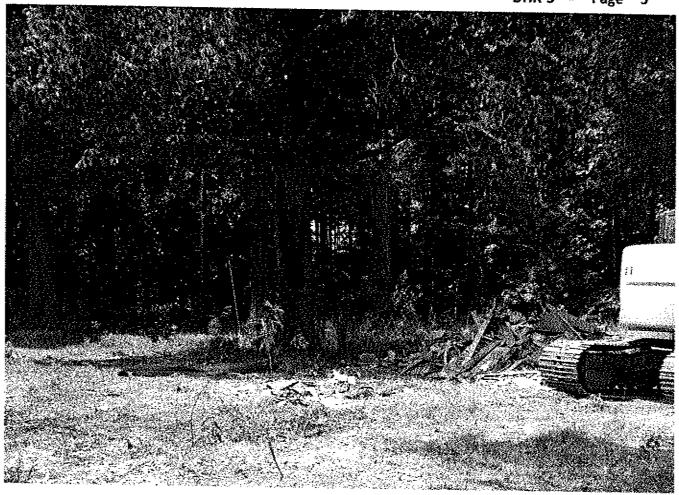
Unoccupied house, partially dissmantled with debris piled in back yard

DISPOSITION

invoice to V for processing

DISPOSITION DATE

7/13/2016





SUBJ-ADDRESS 313 Snug Harbor

ORDINANCE VIOLATED 50 & 53

NOTES still no contact- cars tagged

6/20/16 Wayne Ward said- goto PenderRd. OOn Snug Harbor rd. turn left & 2nd on left is Fred McDonald who cuts grass for Alexander -

6/14/16 condemned / not yet posted

weather damage worsening / becoming dilapidated

moved house, neglected, becoming solid waste & 2 abandoned vehicles. Looking 1/26/16, for contact info. Pics on file. Continue

observation.

DISPOSITION research heirs etc.

DISPOSITION DATE 7/20/2016

SUBJ-ADDRESS 1592 Ocean Highway - 17 S

ORDINANCE VIOLATED 50

NOTES slow progress by William Bowser 4/28/16

4/6/16 clean up work underway

watching

declared waste - dangerous / seeking demo contractor

Deeded to Georgia & William Bowser - RRR leter sent 4/5/2016 Additional mobile home discovered behind 1592 (17-S) map shows as

1594 under same ownership.

3/15/16 met with motel maintenance man who said Mr. Bowser told

him to remove all he could and property in process of sale.

condemnation underway and prop for sale

estate name on tax / find responsible party and condemn. goto 715 Snug Harbor Rd. to see owners. Be sure to check LEGAL and statutes.

DISPOSITION improvements underway

DISPOSITION DATE 7/8/2016

SUBJ-ADDRESS 219 Muddy Creek Rd.

ORDINANCE VIOLATED 50

NOTES accessed and condemned / not yet posted

2 abandoned Single wides

1 tenant & 2 empty mh on 10 acres (farmer id unknown)

letters sent for zone, solid waste, & land use

DISPOSITION condemned / awaiting funds to remove

DISPOSITION DATE 7/14/2016

SUBJ-ADDRESS

170 Long's Loop

ORDINANCE VIOLATED

50

NOTES

rapidly becoming solid waste

letter sent. 2/16/16- grandson called and left phone number. Gerald Simons @ 609-876-5409. Says he has no POA and heirs number 60+. Alice Simons is 90 without resources. Gerald will try for a volentary

clean-up.

DISPOSITION

declared solid waste logistics active

DISPOSITION DATE

7/22/2016

SUBJ-ADDRESS

1113 Belvidere Rd.

ORDINANCE VIOLATED

50

NOTES

Ready for solid waste clean up

Deed search extensive. Ask for deed and survey.

March 7, 2016- Ervin Lightfoot came in office and declared intentions of removal and possible set up of doublewide. Pending landfill asbestos

instructions / zoning approval

contact made- call- from Abram Lightfoot 2/17/16 Intention is to save the family home as soon as weather permits and Leroy Lightfoot will clean weeds etc. asap. Phone #s = (252) 337-5528 cell & (252) 377-

7481. Keep in touch at same address.

DISPOSITION

cooperative-no resources-waiting funding

DISPOSITION DATE

7/21/2016

SUBJ-ADDRESS

1257 Belvidere Rd.

ORDINANCE VIOLATED

50

NOTES

cooperative-waiting funding and possible self clean

DISPOSITION

pending funding

DISPOSITION DATE

7/13/2016

SUBJ-ADDRESS

958 New Hope Rd.

ORDINANCE VIOLATED

NOTES

storage under construction with permit/demo to follow

DISPOSITION

family cleaning up

DISPOSITION DATE

7/21/2016

SUBI-ADDRESS 504 Woodville Rd.

ORDINANCE VIOLATED

NOTES farm storage-need file pics

no pic submitted - need to see site

1st letter sent

DISPOSITION schedule followup

DISPOSITION DATE 7/22/2016

SUBJ-ADDRESS 942 Ocean Highway - 17 S

ORDINANCE VIOLATED ??

NOTES unable to find family / house will be medicaid asset

Owner in nursing home / investigate family

Heavily overgrown brick home. Need to check for dilapidation and solid

waste

DISPOSITION watch & look for brother

DISPOSITION DATE 7/14/2016

SUBJ-ADDRESS 1275 Ocean Highway - 17 S

ORDINANCE VIOLATED

NOTES call from D White said go ahead with process and bill him

(7/1/16)Awaiting funding RRR sent & 1st to sister

4/5/16 DISCOVERED MOVE / letter sent to new address

dilapidation

DISPOSITION waiting funding-proceed with demolition

DISPOSITION DATE 7/1/2016

SUBJ-ADDRESS 1371 Ocean Highway - 17 S

ORDINANCE VIOLATED dilapidation

NOTES verbal ongoing with Mr. Brown

meeting with Donna - no clear path - no cooperation

2/26/16 - prepared primary resolution draft for zoning. Results were explanation of difficulties. Expect delays justifing/verifying zoning and

probably board action.

check on farm exemption - be sure to document

DISPOSITION waiting response from Mr. Brown

DISPOSITION DATE 7/15/2016

SUBJ-ADDRESS 1604 Ocean Highway - 17 S

ORDINANCE VIOLATED 50

NOTES 5-6-16 Mr. Howell called and claimed that he had been told that he

could not build back so he has made no improvements.

Declared solid waste and posted for demolition RRR letter sent 4/4/16 FINAL notice-clean 30 days

dilapidation / letter sent 2-12-16 - 3-15-16 no improvements and no

response

DISPOSITION Investigation ongoing

DISPOSITION DATE 7/6/2016

SUBJ-ADDRESS 1546 Ocean Highway - Rt.17

ORDINANCE VIOLATED #53 and #50

NOTES 3/10/16 tree has been removed from house. Continue to observe for

progress.

bought 11/2004 ?? Junk - ?? Nuisance cars and debris

reopened - tree damage as file # cea 2016-2-9

Letter sent 2/8/16

DISPOSITION get file pics

DISPOSITION DATE 7/26/2016

SUBJ-ADDRESS 634 Ocean Highway (17-S)

ORDINANCE VIOLATED

NOTES

7/1/16 Mr Bass met with Virgil to get permis Owner called 6/27/16 said Mr. Bass will be in

RRR letter final notice

Owner called 6/13/16 said would direct mr. bass RRR letter sent to owner with 1st class to Bass remodel, camper, shed, cars - no permits

property clean up underway

research & update file / verify code violations

DISPOSITION compliance pending

DISPOSITION DATE 7/1/2016

SUBJ-ADDRESS

next to 826 Snug Harbor Rd.

ORDINANCE VIOLATED

solid waste

NOTES

letter sent 2/22/16 / no response 3-15-16 but for sale sign in front

yard - Forbes Realty 252-426-1380

delapidated house

DISPOSITION

still unidentified owner

DISPOSITION DATE

7/15/2016

SUBJ-ADDRESS

Bethel lots 39 & 40

ORDINANCE VIOLATED

solid waste

NOTES

demo price set 6/10/16

Determined owners of dilapidated s/w sent 1st letter 2/24/16 2/29/16-owner called, will cooperate in clean up, left phone number

DISPOSITION

pending funding

DISPOSITION DATE

7/11/2016

SUBJ-ADDRESS

124 Joshua Circle

ORDINANCE VIOLATED

NOTES

negative improvments(7-22-16) 1st class lettwer sent 4/7/16 to/do follow up pics(4/29/16)

pics taken / unsightly belongings in yard / check for ord viol.

DISPOSITION

investigating prepare RRR

DISPOSITION DATE

7/22/2016

SUBJ-ADDRESS

109 Goosie Lane

ORDINANCE VIOLATED

NOTES

vehicles moved and some weeds cut

5/13/16 1st letter sent

5-10-16 photos taken verifying unsightly condition - send !st letter multi sites - Bethel Fishing Center Rd. , Goosie Lane, Oliver St. /

Refrigerators and junk

DISPOSITION

in progress / 1st class letter sent

DISPOSITION DATE

7/13/2016

SUBJ-ADDRESS various lots / Bethel Fishing Center

ORDINANCE VIOLATED

NOTES improvements being made

5/11 2 letters sent to Sampson and Mann as listed on tax

5-10-16 pics - send 1st letter

DISPOSITION watching

DISPOSITION DATE 7/13/2016

SUBJ-ADDRESS 1580 Ocean Highway (17 S)

ORDINANCE VIOLATED ?

NOTES shed, truck, cars reported as fresh on site

DISPOSITION get file pics and compare

DISPOSITION DATE 7/15/2016

SUBJ-ADDRESS 144 Patrick Dr.

ORDINANCE VIOLATED N/A

NOTES update pics 7/20/16

2nd call 6-3-16 said in forclosure - find bank info

send 1st class - solicite cooperation call about weeds / exagerated

investigated 5/24/16

DISPOSITION trace foreclosure

DISPOSITION DATE 7/15/2016

SUBJ-ADDRESS 1136 Belvidere Rd.

ORDINANCE VIOLATED

NOTES dilapidated / tax val = 25000 investigate further

DISPOSITION investigate further

DISPOSITION DATE 7/22/2016

SUBJ-ADDRESS 976 Snug Harbor Rd.

ORDINANCE VIOLATED zoning, bldg. codes

NOTES Mr Randolph came in and expressed willingness to comply- no zoning

official available

1st class sent to 2 addresses sheds, camper - no permits

DISPOSITION cooperative progress

DISPOSITION DATE 7/26/2016

DHR4 Page 1'

Building Inspector

DEPOSITED \$15,885 \$0 \$0 \$0 \$356 \$1,166 \$1,490 \$21,205 \$0 \$0 \$310 \$250 \$313 \$775 \$660 င္တ S 80 င္အ င္အ တ္အ တ္အ တ္အ စ္အမွ 읾 잃 စ္တမ္တ MISC ŝ received the following funds which were duly deposited in the County's depository on the dates and in the amounts as shown: ΤX \$10 810 July 27,2016 \$10 \$30 # N N HOME \$330 \$330 Date # N 4 Ξ ო PERMITS \$220 \$110 \$145 \$670 \$55 # 40 OFFICIAL REPORT PERMITS \$100 \$250 \$50 \$50 \$50 * (*) PERMITS \$125 \$295 \$90 \$80 * o N c. c) ELECTRICAL PERMITS \$10,805 \$9,750 wish to report that during the month July 2016
| BUILDING | | ELECTRIC 8375 \$190 \$420 \$70 Ë # M O PERMITS \$6,010 \$8,825 \$1.10 \$356 \$860 \$188 \$600 \$621 \$80 Finance Officer: 7/6/2016 7/1/2016 7/2/2016 7/3/2016 7/4/2016 7/5/2016 7/7/2016 7/8/2016 7/9/2016 7/11/2016 7/12/2016 7/13/2016 7/14/2016 7/15/2016 7/16/2016 7/17/2016 7/18/2016 7/19/2016 7/20/2016 7/21/2016 7/22/2016 7/23/2016 7/24/2016 7/25/2016 7/26/2016 7/27/2016 7/28/2016 7/29/2016 7/30/2016 7/31/2016 7/10/2016 TOTAL DATE

PERQUIMANS COUNTY

Board of Commissioners

New SFP

CA PENNIC WOUND SYB BATION A WHAA STANGALE GOLO.".
EVECTAIC HEANT ABOVE) DWMH

Signed:

COMMITTEE REPORTS



Albemarle Hopeline

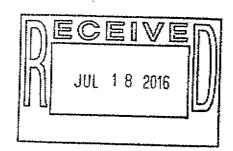
P.O. Box 2064, Elizabeth City, NC 27906-2064

CR-1 - Page 1 Canden
Chowan
Currituck
Gates
Pasquotonk
Penquimans

July 12, 2016

Tracy Matthews Finance Officer PO Box 45 Hertford, NC 27944

Dear Ms. Matthews,



On behalf of Albemarle Hopeline, I want to thank Perquimans County Board of Commissioners for their support and request the appropriated \$3,000 for FY 2016-2017. This money will help in our work to assist those effected by domestic and sexual violence in Perquimans County. Although we have not yet completed our statistical data for 2015-2016, we know that the number of Perquimans County residents served closely aligns with that of previous years. Hopeline is dedicated to offering direct and preventive services, free of charge, to those in need across the six counties in northeastern North Carolina.

Please pass on our sincere gratitude to the county commissioners. We continue to value our partnerships with city/county governments in the effort to make our communities safer for all individuals and families.

Sincerely,

Melanie Jordan

Executive Director

Enclosures

ALBEMARLE HOPELINE, INC. ELIZABETH CITY, NORTH CAROLINA

Independent Auditor's Report Financial Statements June 30, 2015

Mason L. Spruill, CPA

CERTIFIED PUBLIC ACCOUNTANT

521 South Hughes Boulevard Elizabeth City, North Carolina 27909

(252)338-3860 FAX (252)338-6611

Independent Auditor's Report

To the Board of Directors Albemarle Hopeline, Inc. Elizabeth City, North Carolina

Report on the Financial Statements

I have audited the accompanying financial statements of Albemarle Hopeline, Inc., (a nonprofit organization) which comprise the statement of financial position as of June 30, 2015, and the related statements of activities, functional expenses, and cash flows for the year then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presention of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express an opinion on these financial statements based on my audits. I conducted my audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Albemarle Hopeline, Inc. as of June 30, 2015 and the changes in its net assets and its cash flows for the year ended in conformity with accounting principles generally accepted in the United States of America.

Albemarle Hopeline, Inc. Elizabeth City, North Carolina

Exhibit A

Statement of Financial Position June 30, 2015

Assets

Cash		
Investments	\$	31,855
Accounts receivable - client services		473,538
		4,809
Accounts receivable - other		1,752
Grants receivable		93,117
inventory		18,448
Property, plant and equipment, net		1,216,813
Total assets	<u>s</u>	1,840,332
Liabilities and Net Assets		
Liabilities;		
Accounts payable	\$	5,454
Taxes payable	Ψ	2,843
Accrued wages		2,643
Deferred revenue		42,256
Notes payable		500,000
Compensated absences		53,794
Total liabilities		606,774
Net assets:	 -	
Unrestricted		
Undesignated		359,464
Designated by the board		31,659
Total unrestricted		391,123
Temporarily restricted		782,155
Permanently restricted		60,280
Total net assets		1,233,558
Total liabilities and net assets	<u>s</u>	1.840.332

Albemarle Hopeline, Inc. Elizabeth City, North Carolina

Exhibit C

Statement of Functional Expenses For the Year Ended June 30, 2015

		Management				
	.Program	and		Hopeline	Total	
	Services	General	Fund-Raising	_Clothesline	Expenses	
Cost of sales	\$ -	\$ -	\$ -	\$ 195,977	\$ 195,977	
Administration	-	5,061	-		5,061	
Audit	-	3,900	-	2,700	6,600	
Bank charges	100	•	-	225	325	
Client needs, medicines and transportation	20,152	-	-	-	20,152	
Communication	17,263	•	-	-	17,263	
Depreciation	50,897	-	-	-	50,897	
Dues	-	1,262	•		1,262	
Employee benefits	13,769	· •	-	1,371	15,140	
Exterminating	660	-	-	720	1,380	
Food	2,599	-		-	2,599	
Fundraising costs		-	8,518	_	2,555 8,518	
Insurance - health	68,027	-	-	13,963	81,990	
Insurance - liability and property	16,141	-	₩	10,000	16,141	
Insurance - worker's compensation	15,917	-		170		
Licenses	•	-	_	96	16,087	
Postage	1,576	-	-	-	96	
Printing	5,146		-	~	1,576	
Registration	1,905	-		-	5,146	
Rent expense	21,450	-		54,000	1,905	
Repairs & maintenance	21,130	_	~	1,523	75,450	
Salaries	637,251	-	-	70,062	22, 6 53	
Security system	4,201	-		70,002	707,313	
Staff travel and meals	28,520	-	-	129	4,201	
Supplies	17,166	-	_	1,622	28,649	
Taxes	54,428		_	•	18,788	
Telephone	-		_	18,849	73,277	
Utilities	26,694		_	542	542	
Waste disposal	10,00-	_	_	8,616	35,310	
				4,045	4,045	
TOTAL	\$ 1.024.992	\$ 10,223	\$ 8,518	\$ 374,610	\$ 1,418,343	

NOTES TO THE FINANCIAL STATEMENTS

The notes are included in the financial section and are considered essential to fair presentation and adequate for this financial report. The notes include the Summary of Significant Accounting Policies for Albemarle Hopeline, Inc. and other necessary disclosures on important matters relating to the financial position of Albemarle Hopeline, Inc. The notes are treated as an integral part of the financial statements and should be read in conjunction with them.

Notes to the Financial Statements June 30, 2015

1. Summary of Significant Accounting Policies (Cont.)

Investments

Investments are composed of money funds, common stock, and other investments and are carried at market value as quoted by stock exchanges. Unrealized gains and losses are included in the change in net assets. Albemarle Hopeline does not have a formal investment policy.

Fair Value Measurements

The Organization has adopted ASC 820 "Fair Value Measurements and Disclosures," which among other things requires enhanced disclosures about investments that are measured and reported at fair value. ASC 820 establishes a hierarchal disclosure framework which prioritizes and ranks the level of market price observability used in measuring investments at fair value. Market price observability is impacted by a number of factors, including the type of investment and the characteristics specific to the investment. Investments with readily available active quoted prices for which fair value can be measured from actively quoted prices generally will have a higher degree of market price observability and a lesser degree of judgment used in measuring fair value. Investments measured and reported at fair value are classified and disclosed in one of the following categories:

Level I – Quoted prices are available in active markets for identical investments as of the reporting date. The type of investments reported in Level I include listed equities, options and corporate bonds. As required by ASC 820, the Organization does not adjust the quoted prices for these investments, even in situations where the Organization holds a large position and sale could reasonably impact the quoted price.

Level II – Pricing inputs include other than quoted prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value is determined through the use of models or other valuation methodologies. Investments which are reported in this category generally include securities such as less liquid and restricted equity securities and certain over-the-counter derivatives.

Level III – Pricing inputs are unobservable for the investment and include situations where there is little, if any, market activity for the investment. The inputs into the determination of fair value require significant management judgment or estimation. Investments that are reported in this category generally include securities such as private equity investments,

Notes to the Financial Statements June 30, 2015

1.Summary of Significant Accounting Policies (Cont.)

From time to time the organization receives non-cash contributions for use in the shelter. Management does not consider these contributions to be material, and therefore, they are not represented in the financial statements.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

Albemarle Hopeline, Inc. is a not-for-profit organization which is exempt from federal income taxes under Section 501 (c) (3) of the Internal Revenue Code, except on income derived from unrelated business activities. For the year ended June 30, 2015, the organization has determined that no income taxes are due for its activities. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements. Management annually reviews its tax positions and has determined that there are no material uncertain tax positions that require recognition in the financial statements. The Federal return is generally open for examination for three years from the date filed.

2. Grants Receivable

Grants receivable have been recorded at the actual amounts due at year end, and are recognized as support. The following grant amounts are included:

VOCA Grant	\$ 45,392
Family Violence Prevention Grant	2,102
Emergency Shelter Grant	7,130
Enhancing Rural Strategies	314
Sexual Assault Services Program	2,485
Marriage License Fees	7,782
Divorce Filing Fees	27.912
	<u>\$ 93.117</u>

Notes to the Financial Statements June 30, 2015

5. Permanently Restricted Funds

The Board of Directors established an endowment fund in October, 1991. Albemarle Hopeline has solicited gifts with the intent that the funds remain in perpetuity. All income earned by these funds through October, 2001 was also permanently restricted. Income earned on these funds after October, 2001 is reported in the unrestricted fund. No formal investment policy has been adopted. In January, 2002, the Board designated 10% of Hopeline Clothesline annual profits to be held in perpetuity. This amount is shown as "Designated by the Board" in the financial statements.

6. Hopeline's Clothesline

Albemarle Hopeline's Clothesline obtains contributions of used clothing and merchandise and sells these good to the public. The contributions of these items have been reported as donations and valued at their estimated selling price at the time of the donation. Unsold items at June 30, 2015 are reported as inventory and are valued at their sales price.

7. Contingent liability

Albemarle Hopeline receives funds from various federal and State granting agencies. Periodic audits of these grants are required and certain costs may be questioned as not being appropriate expenditures under the grant agreements. Such audits could result in the refund of grant moneys to the granting agencies. Management believes that any such refunds will be immaterial. No provisions have been in the accompanying financial statements for the refund of moneys.

8. Compensated Absences

Employees of Hopeline earn a vested right to compensation for unused vacation, and this amount is reflected in compensated absences payable. The balance for the year ended June 30, 2015 is \$53,794.

Notes to the Financial Statements June 30, 2015

13. Leasing Arrangements

Albemarle Hopeline leased retail store space under a five-year lease beginning on January 1, 2011. Monthly lease payments are \$4,500 per month. Future lease payments under this lease are:

June 30, 2016

\$ 27,000

Albemarle Hopeline rents other space under short-term lease arrangements.

14. Subsequent Events

Albemarle Hopeline, inc. has evaluated events subsequent to June 30, 2015, and through the date on which the financial statements were issued, May 9, 2016. No material subsequent events were identified for recognition or disclosure.

15. Net Asset Liquidity

At June 30, 2015, liquid assets (cash, investments, and receivables), totaled \$605,071. This amount is \$237,364 less than the temporarily restricted and permanently restricted funds at that date. The balance of investments varies depending of market values.

Albemarle Hopeline, Inc. Schedule of Expenditures of Federal and State Awards

For the year ended June 30, 2015

		Federal Expenditure	s State Expenditures	Local Expenditures
Federal Awards				
U.S. Department of Housing and Urban Development passed through NC Dept. of Health and Human Services Office of Economic Oppurtunity				
Emergency Shelter Grant	14.231	\$ 21,818	S -	\$ 21,818
U.S. Department of Health and Human Services passed through NC Dept. of Health and Human Services Division of Social Services				
Family Violence Prevention	93.671	23,908	-	5,977
U.S Department of Justice passed through NC Department of Public Safety Division of Governor's Crime Commission				
Victims of Crime Act	16.575	197,713	_	49.428
Sexual Assault Services Program passed through North Carolina Coalition Against Domestic Violence Rural Domestic Violence, Dating Violence, Sexual Assault,	16.017	15,602		-
and Stalking Assistance Program (ERS)	16.589	9,553	<u> </u>	
Total Federal Assistance	-	268,594	·	77.223
State Awards				
N.C. Department of Administration Division of N.C. Council for Women/Domsetic Violence Commission				
DV Program - Perquimans County DV Program - Canaden County		-	38,960	9,740
DV Program - Chowan County		•	42,419	10,605
DV Program - Currituck County		•	41,788	10,447
DV Program - Gates County		-	41,512	10,378
DV Program - Pasquotank County		-	41,864	10,466
Sexual Assualt		-	44,226 71,5 9 2	11,057 17,898
Total State awards	_		322.361	80,593
Total Federal and State awards	=	§ 268.594	\$ 322,361	\$ 157.817

Notes to the Schedule of Expenditures of Federal and State Awards:

Basis of Presentation

The accompanying schedule of expenditures of federal and State awards includes the federal and State grant activity of Albemarle Hopeline, Inc. and is presented on the accordance with the requirements of Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements.

Subrecipients

Albemarle Hopeline, Inc. did not provide any funds to subrecipients during the year ended June 30, 2015.

ALBEMARLE HOPELINE

ANNUAL REPORT

FY 2014-2015

ALBEMARLE HOPELINE, INC.
P. O. BOX 2064
ELIZABETH CITY, NC 27906-2064

252-338-5338 OFFICE 252-338-3011 24 HR CRISIS ALBEMARLEHOPELINE.ORG

ALBEMARLE HOPELINE SERVICES

Emergency Shelter / 24-Hour Crisis Line / Counseling / Court Advocacy / Crisis Response Team / Prevention Education / Power to Improve Program / Enhancing Rural Strategies Project / Pasquotank-Camden Sexual Assault Response Team / Outreach / Hopeline's Clothesline Thrift Store / All services are free of charge

HOPELINE STAFF 2014/15

Executive Director Patricia Youngblood (retired 1/31/15) Melanie Jordan (began 2/1/15)

Associate Director Janet Stone-Nielsen

Director of Residential & Retail Services Carol Patterson

Non-Residential Services Supervisor Amy Barclift

Counselors/Direct Service Providers Susan Goodwin Latonia Johnson Janet Stone-Nielsen Pat Youngolood

Court Advocates Amy Barclift Melanie Jordan Teresa Rainwater Shaquita Winslow

Prevention Educator Dawn Stallings

Power to Improve Coordinator Regina Sawyer

Outreach Specialist Carson Bell Amanda Layden

Enhancing Rural Strategies Coordinator Heidi Prentiss

Executive Assistant Kathy Leary

Financial Assistant Kristy Osmundson

Staff Assistants/Receptionists Nancy Grove Tara Ritter Loretta Shearer

SHELTER STAFF

Assistant Shelter Manager Dana Griffin

Shelter Specialists Agnes Barnes Micole Barnes Tessha Dunton Monica Gramby Cindy Sawyer

CLOTHESLINE STAFF

Rena Clark Pamela Clay Alicia Commander Cindy Sawyer

Mary Louise Dail Mary Moretti

Catherine

BOARD OF DIRECTORS 2014/15

President Susan Scurria Vice President Linda Pritchard

Treasurer Sonja Hibbard

Immediate Past President Jan King Robinson

Members Isis Andrews Angela Cole Marcella : Davenport

Gardner Doris Hawkins Stephanie Hurst Lyn Jenkins Janet Klein John Leidy LaKeisha Lighty Mary Ann Mason Erin Nixon John Parker Jennifer Pingel Leah Simpson Colleen Taylor Kesha Williams

A LOOK BACK THROUGH THE YEAR

AUGUST 2014

"Back to Work, Back to School Extravaganza!"

Albemarle Hopeline's Power to Improve Program hosted its annual "Extravaganza" with school supplies, clothing, and accessories donated to the more than 100 women and children that attended the day-long event.

OCTOBER 2014

Domestic Violence Awareness Month "Purple for Peace Day" honored victims of domestic violence by having citizens throughout the area dress in purple. It sent a powerful message that our community would not tolerate abuse in our homes, workplaces or schools.

DECEMBER 2014

Christmas Project

Through the generosity of the collective community, Hopeline families and individuals received toys, clothing, gift cards, and food.

IANUARY / FEBRUARY 2015 Good-bye to Retiring Leader, Welcome to New

Patricia Youngblood, Albemarle Hopeline's first Executive Director, retired January 31 after 32 years of service to the agency. Pat was honored by Governor Pat McCrory with the Order of the Long Leaf Pine, the state's highest civilian award. Melanie Jordan became Hopeline's new Executive Director on February She had served as Hopeline's Court Advocate for Chowan, Perquimans and Gates Counties for eight months. and on the Hopeline Board of Directors previous to that.

MARCH 2015

Legislative Breakfast

Held annually, this event brings together city/county officials from all six counties in Hopeline's service area for the purpose of sharing agency information, accomplishments and future goals for the agency.

APRIL 2015

Sexual Assault Awareness Month Hopeline held its 2nd "Run for HOPE" 5k Fun Run/Walk with more than 100 participants and volunteers. The event brought awareness to the suffering and shame that many sexual violence victims hear in silence

MAY 2015

Abuse in Later Life Conference This annual day-long training for caretakers and other professionals was held at Sentara Albemarle Medical Center and sponsored in partnership with Albemarle Commission's Area Agency on Aging,

ON-GOING PROJECTS

Hopeline is accepting donations of used cellphones. Some phones are kept inhouse and given to victims to be used for emergencies and others are shipped to a collection center where they are recycled. Hopeline has received several thousand dollars over the years just by collecting old cellphones!

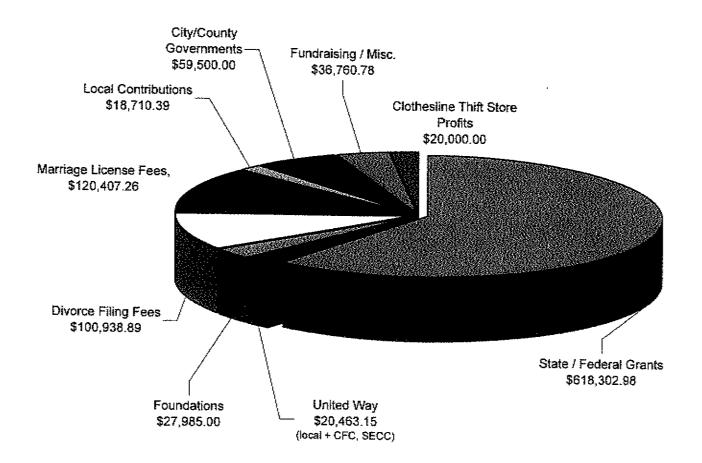
Hopeline's Clothesline Thrift Store is always in need of donated items - clothing, accessories, furniture, household goods, small appliances, and more. We ask that items be clean and in good working order.

The children are watching.

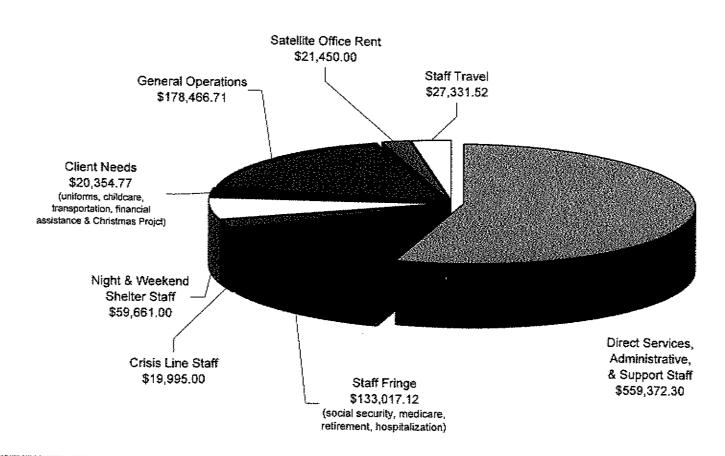
Domestic violence affects every member of the family, including the children who witness the abuse.

Stop the cycle of violence before it is too late.





2014-2015 EXPENDITURES as of June 30, 2015



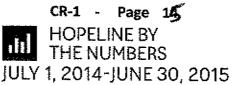




HOPELINE'S CLOTHESLINE THRIFT STORE

923 Halstead Blvd. Elizabeth City, NC 27909 252-338-3107

Hours: Monday - Saturday 10 am - 5 pm



Camden Co. 152 victims served / 33 shelter nights / 289 counseling sessions / 293 advocacy & 60 court services / 223 crisis calls / 141 prevention education & outreach programs Chowan Co. 331 victims served / 34 shelter nights / 516 counseling sessions / 362 advocacy & 223 court services / 427 crisis calls / 153 prevention education & outreach programs Currituck Co. 336 victims served / 81 shelter nights / 668 counseling sessions / 671 advocacy & 239 court services / 634 crisis calls / 87 prevention education & outreach programs Gates Co. 108 victims served / 35 shelter nights / 166 counseling sessions / 198 advocacy & 141 court services / 122 crisis calls / 59 prevention education & outreach programs Pasquotank Co. 1161 victims served / 2368 shelter nights / 2534 counseling sessions / 3200 advocacy & 372 court services / 2069 crisis calls / 396 prevention education & outreach programs Perquimans Co. 177 victims served / 717 shelter nights / 507 counseling sessions / 1737 advocacy & 118 court services / 238 crisis calls / 66 prevention education & outreach programs

Totals for all 6 counties 2265 victims served / 3268 shelter nights / 4680 counseling sessions / 6461 advocacy & 1153 court services / 3701 crisis calls / 902 prevention education & outreach programs

24 HOUR CRISIS LINE

252-338-3011

ALBEMARLE HOPELINE, INC. P. O. BOX 2064 ELIZABETH CITY, NC 27906-2064

ELIZABETH CITY: 252-338-5338 EDENTON: 252-482-9918 CURRITUCK: 252-453-8116 ALBEMARLEHOPELINE.ORG Albernarie Hopeline is a private, non-profit agency serving victims of domestic and sexual violence in the counties of Pasquotank, Camden, Curriluck, Perquintans, Chowan and Gates in rural northeastern North Carolina. Direct, comprehensive services include 24-hour crisis line, sheller, individual counseling, court advocacy, information, referral, outreach and awareness / prevention education for schools, churches, civic groups and the community-at-large.

Hopeline has offices in Elizabeth City, Edenten and Currituck and sees victims in the other counties as needed. The agency has a thrift store outreach site, Hopeline's Clothesline, located in Elizabeth City.

If you are in need of any of our services or if your organization would like a Hopeline representative to provide information to your group, call the main Hopeline office at 252-338-5338.

All services are free of charge









DID YOU KNOW THAT...

- about 1 out of 4 women are likely to be abused by a partner during her lifetime. Most instances of domestic violence and sexual assault go unreported.
- the majority of rapes are committed by someone known to the victim.
- approximately 1 in 5 women in the U.S. have been raped in their lifetime, with 79% first assaulted before they were 18 years old. More than 1 in 71 men in the U.S. have been raped.
- in physical mistreatment of adults age 60 and older, 76% of the perpetrators are family members, including spouses.
- stalking is a complex crime that is a pattern of behavior. Technology is often used to harass, monitor and track someone through the use of cellphones, cameras, computers, GPS, and social networking sites.

WARNING SIGNS & RED FLAGS

- telling you that you never do anything right
- jealousy of your friends or time spent away
- controlling who you see, where you go, or what you do
- acting in ways that scare you
- pressuring you to use drugs or alcohol
- destroying your belongings or threatening to hurt your pets
- intimidating you with guns, knives or other weapons

Hopeline's Clothesline: 252-338-3107

www.albemarlehopeline.org

Currituck Office: 252-453-8116

Chowan Office: 252-482-9918

24-Hour Crisis Line: 252-338-3011

Fax: 252-338-2952

Main Office: 252-338-5338

CONTACT US AT

- pressuring you for sex or to do things you are not comfortable with
- threatening to harm or take away your children

Many abusive partners seem perfect in the early stages of a relationship. Controlling behaviors don't always appear overnight but develop and get worse over time. If you see one or more of these warning signs, talk to someone who can help.

Your tax-deductible contribution to help Hopeline defray the costs of providing services to our community would be greatly appreciated. You may donate by credit card on our website or mail a check to the address below.

Albemarle Hopeline, Inc. P. O. Box 2064 Elizabeth City, NC 27906-2064



SERVING THOSE WHO EXPERIENCE
DOMESTIC AND SEXUAL VIOLENCE
IN THE COUNTIES OF
CAMDEN, CHOWAN, CURRITUCK,
GATES, PASQUOTANIX AND PERQUIMANS

OUR SERVICES ARE CONFIDENTIAL AND FREE OF CHARGE







24 HOUR ORISIS LINE 252-348-3011

24 HOUR CRISIS LINE

252=633=3011

24 HOUR ORISIS LINE

EXPERIENCE DOMESTIC VIOLENCE THAT PROVIDES COMPREHENSIVE PRIVATE, NON-PROFIT AGENCY ALBEMARLE HOPELINE IS A SERVICES TO THOSE WHO DIRECT AND PREVENTIVE AND SEXUAL ASSAULT,

emotional or psychological abuse, financial control, or a combination of these going on could include physical and sexual violence, the other. Partners may be married or not by one person in a relationship to control Domestic violence is any behavior used married; heterosexual, gay, or lesbian; living together, separated, or dating. It

to give consent. No marror the circumstances completensexuallaction a minor or an adult that does not give their consent on sunable Is motivated by a need to control, humiliate used to hurt and have power over others. It ok ine crimer sexual violence is a weapon Sexual Assault is any attempted or anduhann melomenpason

of any race, age, sexual orientation, religion Both of these crimes can happen to anyone socioeconomic backgrounds and education or gender. Violence affects people of all levels. No one is immune.

EMERGENCY SHELTER

provides a temporary sanctuary that offers safety, children who experience domestic violence. It security and comprehensive support services. Hope House is a shelter for women and their

COUNSELING

assault. Counselors are trained to address safety adult survivors of domestic violence and sexual and choices. Referrals are made to appropriate Individual and group counseling is offered to goals to reflect the individual's critical needs issues and concerns, and work on shaping community resources as needed.

COURT ADVOCACY

Those effected by domestic and sexual violence are supported through the judicial process, and provided preparatory, companion, and followup services.

CRISIS RESPONSE TEAM

enforcement and medical care facilities, provides immediate and ongoing support to those that experience domestic and sexual violence This unit, in conjunction with area law

PREVENTION & OUTREACH

programs are available to area schools, civic and church groups, and the community at large. and outreach initiatives. Specially designed Hopeline offers the community a variety of awareness and educational presentations

POWER TO IMPROVE

sufficiency. Services are provided to those who Through this program, those effected by violence are moved from dependency to economic, emotional and physical self-

are unemployed or underemployed due to lack of training, experience or opportunity.

HOPELINE'S CLOTHESLINE

welcome. The store is located at 923 Halstead Profits from this project are used to support all Hopeline services. Donations are always Blvd., Elizabeth City.

Call Hopeline's Clothesline at 252-338-3107 for store hours.

VOLUNTEER

support of its community. Individuals and groups who dedicate their time, skills, and energy allow Albemarle Hopeline benefits greatly from the the agency to better serve those in need.

DONATIONS

Hopeline is partially funded by state, federal and services are provided at no charge, the agency is dependent upon contributions from individuals, local grants and private foundations. Because groups, churches, and businesses,

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2016 Spring Quarter

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JULY BEGINS 2017 COST SHARE YEAR By: Dianne Watts

Applications for the North Carolina Agriculture Cost Share Program will be accepted in your district office beginning July 1, 2016. If you are interested in receiving cost share on best management practices (BMP'S) or incentive payments for conservation tillage, long term no-till, or crop residue management, it is very important for you to sign-up.



Landowners and operators of existing agricultural operations may apply for cost share to install practices such as three year conservation tillage, long term no-till, water control structures, nutrient management, filter strips, riparian buffers, land smoothing, cover crops, crop residue management and more. (Continued on Camden Page)

Resource Conservation Workshop 2016 By: Brian Lannon

The annual Resource Conservation Workshop was held at NC State University June 26-July 1. Students from across the state spent four days viewing presentations and participating in hands on demonstrations by over 40 different conservation professionals. The workshop concluded with a knowledge test awarding cash and scholarships to the high scorers.



(Continued on Camden Page)

New this year, students explored managing soil biology and agroecology at a new unit on Lake Wheeler Road. They also examined soil erosion, sediment control at the Lake Wheeler Field Labs and NCSU main campus on Monday. Tuesday was spent at Falls Lake. Tours of the dam with presentations from fisheries, park rangers, and wildlife officers were dampened by rain but still informative.

SAMDEN

(Continued from Front Page) 2017 Cost Share Year

Land Smoothing (shown in photo) remains one of our most popular practices. Land Smoothing must be accompanied by one or more of the following practices: a. Conservation Tillage or Long Term No-till on

all fields where the land smoothing is applied. Burning is not permitted. b. Water Control Structure that intercepts all drainage acres from fields where the land smoothing is applied. c. Riparian Forest Buffers or Filter Strips that intercepts all drainage acres from fields where the land smoothing is applied. A five year maintenance period with the accompanying BMP at established maintenance period is required. A stable outlet is required for all hoe-drains for the life of the practice.

Through the use of these best management practices, sediment, nitrogen, phosphorus, chemicals and other pollutants can be decreased significantly before entering the



streams, rivers and sounds. Not only can you protect water quality but also decrease the loss of topsoil from your fields. Everyone has a responsibility to protect our natural resources for our benefit now as well as for our children, their children, and future generations.

(Continued from Front Page) Resource Conservation Workshop



When the weather cleared students took a break for swimming and a cookout there. On Wednesday they learned about forest management, controlling forest fires and identifying trees, and why forests are a key part of good water quality at the Clemmons State Forest. Evening sessions fea-

tured future career possibilities in natural resource conservation. The final

day of instruction was spent at the Research Beef Unit where students observed BMPs and technology used to improve water quality with different land uses. In the afternoon, student groups worked out solutions to different conservation planning problems.



After 28 different presentations, many of the campers

left the workshop with a better idea of the career paths they could pursue after high school graduation. (Brian Lannon has served as a counselor for four years and Sherry Harris from Chowan has served for seven years. The Albemarle District would like to thank them for all of the extra time and work they have given to the Resource Conservation Workshop.)

CHOWAN

Kight Attends Resource Conservation Workshop

This year a Chowan County student of John A. Holmes High School will be attending the 2016 North Carolina Soil & Water Resource Conservation Workshop. Hunter Kight, son of Kristy LaLonde, will be representing the Chowan Soil & Water District. This event is sponsored each summer by the NC Association of Soil and Water Districts. The workshop is held on the Campus of NC State University the week of June 26th through July 01, 2016.

This is a week of intensive study, requiring students' attention and participation in the wide range of conservation topics. The subjects covered during the week long workshop includes soil characteristics, wildlife and fisheries management, forest management, non-agricultural uses for soils, water quality and watershed management. Along with classroom studies, most of the classes are outdoor field trips to various sites in the area. At the end of the week there is an examination and award ceremony which are usually college scholarships. The primary objective is learning about the natural resources and its management in today's environment.

Chowan County Soil & Water Conservation District will be well represented by Hunter this year.

Best of Luck Hunter!!



Chowan Board of Supervisors with RCW Student Hunter Kight





Rain Garden Construction

By: Will Creef





Initial Rain Garden being dug

A rain garden is a garden which collects rainfall and storm water runoff. Usually, it is a small depression which is planted with plants capable of tolerating high moisture levels and high levels of Nitrogen and Phosphorus typically found in storm water runoff. Rain gardens can be aesthetically pleasing as well as extremely functional. Collecting storm water runoff from driveways or rooftops can benefit the property owner while increasing.

fit the property owner while increasing water quality.



Finished Rain Garden



Mulching/Planting Rain Garden

Rain gardens can easily be retrofitted to any residential or commercial property. An existing soggy place in your yard that can be difficult to mow or maintain easily has the potential to be a raingarden, but you don't necessarily have to have a wet area. With a little bit of planning small depressions can be dug and rain gardens can be created almost



anywhere. For more information about rain garden installation contact the Currituck Soil & Water Conservation office at 252-232-3360.

Kirbi Knowles Attends Resource Conservation Workshop By: Kim Dozier-Smichnick



Kirbi Knowles, a rising senior at JP Knapp Early College, attended the Resource Conservation Workshop at NC State in June. The RCW is a week long intense course of study highlighting soils, wildlife and fisheries management, forestry, water quality and watershed management in addition to nonagricultural uses for soils. Students are also eligible to compete for college scholarships at the end of the week. Kirbi enjoys spending her spare time at the beach. She is particularly interested in geology and engineering classes and hopes to become a seismologist.

A special thank you goes out to Farm Bureau of Currituck for sponsoring Kirbi to attend. Each year the Soil and Water Conservation office coordinates/sponsors one or two high school students to attend, if interested, please contact our office for more information (232-3360).



PASQUOTANI



Jake Jennings says that he has an interest in conservation because he cares about the environment. He enjoys hunting, fishing, and being on the water. He also enjoys working with plants and trees through Landscaping,

RCW

Pasquotank SWCD was pleased to sponsor Jake Jennings, son of Jerry & Dottie Jennings, and Jake Cullens, son of Barry & Missy Cullens, to the Resource Conservation Workshop held recently in Raleigh. Both students are rising juniors at Northeastern High School and were recommended by Mrs. Roberta Manzer. Students will be invited to the Albemarle District Supervisors' Meeting in August to provide supervisors and staff with some of the highlights from the workshop. We look forward to seeing them.

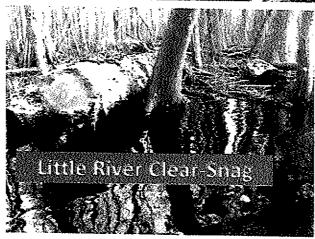


Jake Cullens would like to learn more about our natural resources in order to expand his knowledge for the FFA competitions involving soil, forestry, etc. This workshop was very beneficial to him.

LITTLE RIVER WATER QUALITY IMPROVEMENT INITIATIVE By: Dwane Hinson

Water quality improvement systems are being installed on waterways feeding Little River. These systems focus on filtering drainage water and controlling the total amount of water that enters Little River. The riparian buffer along Little River is being seriously depleted by timber harvest almost to the edge of the river. These land use changes impact water temperature and result in significant nutrient and sediment releases that increase the total nutrient load in the river and could foster future algae blooms. If you are a landowner and your land drains into Little River, contact the Pasquotank or Perquimans Soil & Water District for assistance.







Pasquotank and Perquimans Counties offer landowners tax incentives to incorporate conservation practices and reduce the timber harvest impacts along Little River. Contact the tax department for more information.



As part of the water quality improvement, drainage is being improved and restored to adequate levels. Little River has been cleared of debris, drainage ditches have been improved, and controlled to manage total drainage outflows.

PERQUIMANS

Progressive Agriculture Safety Day

By: Janet Stallings





Meredith Lindsay, Assistant Extension Agent

The 3rd grade students at Hertford Grammar School recently enjoyed their annual Progressive Agriculture Safety Day. This event has been happening at the school since 2007. It is sponsored by NC Cooperative Extension Service in Perquimans County. I had the pleasure of working with Jewel Winslow, Extension

Agent for the county. Mrs. Jewel gave Sun Safety clas-

WERLT ...

Mark Symons, Captain—Perquimans County Rescue Squad

ses. Together we helped the children make a sun safety bracelet. The children were excited to see how the white beads would turn different colors if

they went out in the sun The purpose of the

for very long. bracelets was to

teach the stu-



Janet Stallings and student making sun bracelets.

dents how the sun rays can harm them even if the sun is not out. Mrs. Jewel also taught the students the importance of using sun screen to protect them from getting sunburned. Other areas where they were taught safety were: Wildlife Safety, Bike Safety, Home Alone Safety, Water Safety, Electrical Safety, and Backyard Safety.

I want to thank the Extension Service for allowing me to help with this fun day of learning.

I really enjoyed watching the excitement in the students' eyes.

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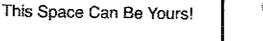
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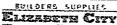
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