

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: September 8, 2020
Presenter: Chairman Earl Pugh, Jr.
Attachment: No

ITEM TITLE: OPENING

SUMMARY: Call to Order
Opening Prayer
Pledge of Allegiance

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: September 8, 2020
Presenter: Chairman Earl Pugh, Jr.
Attachment: Yes

ITEM TITLE: CONSIDERATION OF AGENDA

SUMMARY: Attached is the proposed Agenda for the September 8, 2020 Regular Meeting of the Hyde County Board of Commissioners.

RECOMMEND: Review, Amend and Approve.

MOTION MADE BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

MOTION SECONDED BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

VOTE: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

AGENDA

HYDE COUNTY BOARD OF COMMISSIONERS' REGULAR MEETING

TUESDAY, SEPTEMBER 8, 2020 6:00PM

CALL TO ORDER

CONSIDERATION OF AGENDA

CONSIDERATION OF MINUTES

August 6, 2020

- Regular Meeting Minutes

PUBLIC HEARINGS

1) NONE

PRESENTATIONS

- 1) Tax Collections..... Tax Administrator Linda Basnight
 - Report – August 2020

EMPLOYEE/ VOLUNTEER/ FRIEND OF HYDE COUNTY Manager Noble

2) Rose Acre Farm Solar Project Paul Spruill, CEO Tideland EMC

3) Hyde County Emergency Management Update.....Emergency Manager Joey Williams

4) COVID-19 Update.....Luana Gibbs

PUBLIC COMMENTS

Public Comments are a time for the public to make comments to the County Commissioners. Comments should be kept to three (3) minutes or less and comments should be directed to the entire Board and not to individual members, the staff or to other members of the public. Comments requesting assistance will typically be referred to the County Manager for follow-up or for Board action at a future meeting.

ITEMS OF CONSIDERATION

1) Ordinances – Resolutions – Proclamations

- Project Budget Ordinance Urgent Repair Grant ...Grant Administrator Stephanie Watson

2) Appointments

- Hyde County Acting Tax Assessor and Collector.....Manager Noble

- 3) Teach’s Hole Revised EMS Lease AgreementManager Noble
- 4) BCCC Davis Center Lease RenewalManager Noble
- 5) BHM Davis Center Lease RenewalManager Noble
- 6) Restructuring of the Tax Office Manager Noble
- 7) IT Technician Job Description Manager Noble

BUDGET MATTERS

MANAGEMENT REPORTS

The Commissioners, County Manager and Assistant County Manager will share with the public their various activities and ideas for continuous improvement of government services to the citizens.

PUBLIC COMMENTS

The public is invited to use this time to make comments to the County Commissioners on items discussed during this meeting and/or matters not discussed earlier in the meeting.

CLOSED SESSION in accordance with NCGS143A-318.11 (a) (6)

ADJOURN

SUPPLEMENTAL INFORMATION

Department Reports

Department Heads’ reports will be attached to update the public with departmental activities and ideas for continuous improvement of government services to the citizens.

- 1) Soil and Water Report**
- 2) Cooperative Extension**

Informational Items

- 1) CBDG Final Closeout**
- 2) Albemarle RC&D Council Annual Report 2019-2020**

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: September 8, 2020
Presenter: Clerk to the Board
Attachment: Yes

ITEM TITLE: CONSIDERATION OF MINUTES

SUMMARY: Attached are the regular meeting minutes from August 6, 2020

RECOMMEND: Review, Amend and Approve.

MOTION MADE BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

MOTION SECONDED BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

VOTE: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

1 **REGULAR MEETING MINUTES**

2
3 **HYDE COUNTY BOARD OF COMMISSIONERS**

4 **THURSDAY, AUGUST 6, 2020 6:00PM**

5 **(RESCHEDULED FROM AUGUST 3, 2020)**

6 Following the opening prayer by Commissioner Simmons; and, Pledge of Allegiance, Chairman Pugh called the
7 Regular Meeting of the Hyde County Board of Commissioners to order at 6:00p.m., on Thursday, August 6,
8 2020 in the Hyde County Government Center Multi-Use Room.

9 Due to COVID-19 restrictions, the August 6, 2020 Hyde County Board of Commissioners meeting was live
10 streamed via the Hyde County Public Information Facebook page and a phone dial in option to listen was
11 available for anyone without reliable internet access. The video is available on County's website, Facebook page,
12 and YouTube channel for download to a personal device.

13 The following members were present on the mainland: Chairman Earl Pugh, Vice-chairman Tom Pahl,
14 Commissioners Shannon Swindell and Ben Simmons, Manager Kris Noble, Attorney Franz Holscher, Deputy
15 Clerk Donnie Shumate.

16 *Clerk's Note: The Swan Quarter Township Commissioner seat was vacant at the beginning of this meeting.*
17 *Commissioner Goldie Topping was appointed to finish her late husband's (James "little brother" Topping) term*
18 *as the Swan Quarter Township Commissioner later in the meeting.*

19
20 **CONSIDERATION OF AGENDA:**

21 Commissioner Swindell moved to approve the August 6, 2020 Regular Meeting Agenda as presented by the
22 Clerk. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh,
23 Pahl, Swindell, Simmons; Nays – none; Absent or not voting – none.

24
25 **CONSIDERATION OF MINUTES:**

26 **July 6, 2020 – Regular Meeting Minutes**

27 Chairman Pugh asked that the minutes be amended on page 5; under Contract for Maintenance Services Davis
28 Ventures paragraph 2, line 1, to replace Bill Rich with Michael Adams.

29 Commissioner Pahl moved to approve the July 6, 2020 regular meeting minutes as amended. Commissioner
30 Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell,
31 Simmons; Nays – none; Absent or not voting – none.

32
33 **PUBLIC HEARING: None**

34 **PUBLIC COMMENT:**

35 We received electronic submissions of public comments from the following people regarding Ocracoke NRPOs

36 not being treated the same as permanent residents in regards to reentry and ferry prioritization:

37 Chip Shewbridge, Valarie Gokturk, Cheryl Larsen, Joyce Satterthwaite, Tracy Kelley, Malcolm and Roseanne
38 Kroeber.

39 They are available to read in the August 2020 Agenda Packets posted online.

40 Hearing no further comment from the public, Chairman Pugh continued the meeting.

41

42

43 **ITEMS OF CONSIDERATION:**

44 **Appointments**

45 **Swan Quarter Township Commissioner Seat**

46 Manager Noble stated that the Hyde County Democratic Party Executive Committee has recommended the
47 appointment of Goldie Mae Topping of Swan Quarter to fill the Swan Quarter Township seat on the Hyde
48 County Board of Commissioners. Commissioner Simmons ask Mrs. Topping if she wanted to fill the position.
49 She responded in the affirmative.

50 Commissioner Simmons moved to appoint Goldie Mae Topping of Swan Quarter to fill the Swan Quarter
51 Township seat on the Hyde County Board of Commissioners. Commissioner Swindell seconded the motion. The
52 motion passed on the following vote: Ayes – Pugh, Pahl, Swindell, Simmons; Nays – none; Absent or not voting
53 –none.

54 Clerk of Court, Brandy Pugh, administered the oath of office and Commissioner Topping took her seat with the
55 board.

56 **BHM Library Board**

57 Manager Noble stated that the Chair of the Beaufort Hyde Martin Regional Library Board has requested that Ms.
58 Gwen Mullen be reappointed to the board. Her term expired in December 2019.

59 Commissioner Simmons moved to reappoint Gwen Mullen to the Beaufort Hyde Martin Regional Library
60 Board. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh,
61 Pahl, Swindell, Simmons, Topping; Nays – none; Absent or not voting –none.

62 **NCACC Voting Delegate**

63 Manager Noble stated that the NCACC 113th Annual Conference Business Session was held by virtual platform
64 on Thursday, August 6, at 11 a.m. The NCACC asked that each county designate one voting delegate and also
65 may assign one alternate voting delegate prior to the Annual Conference. Chairman Pugh represented Hyde
66 County and Commissioner Pahl served as the alternate. Manager Noble asked that the board ratify the Hyde
67 County selections to the NCACC Voting Delegate.

68 Commissioner Simmons moved to ratify the selection of Chairman Pugh as the NCACC voting delegate and

69 Commissioner Pahl as the alternate. Commissioner Swindell seconded the motion. The motion passed on the
70 following vote: Ayes – Pugh, Pahl, Swindell, Simmons, Topping; Nays – none; Absent or not voting –none.

71 **Ocracoke Waterways Commission**

72 Manager Noble recommended that Chelsea Futrell be appointed to the Ocracoke Waterways Commission. Ms.
73 Futrell is a resident of Ocracoke and has worked in and is an advocate for the commercial fishing industry.
74 Commissioner Pahl stated that he was pleased Chelsea agreed to serve on the board and will bring a lot of
75 experience with her.

76 Commissioner Pahl moved to appoint Chelsea Futrell to the Ocracoke Waterways Commission. Commissioner
77 Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell,
78 Simmons, Topping; Nays – none; Absent or not voting –none.

79 **Ordinances – Resolutions – Proclamations**

80 **Resolution Of Respect For Honorable James Roger “Little Brother” Topping**

81 Manager Noble presented a Resolution Of Respect For the Honorable James Roger “Little Brother” Topping to
82 the board for adoption.

83 Commissioner Simmons moved to adopt the Resolution Of Respect For the Honorable James Roger “Little
84 Brother” Topping. Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes –
85 Pugh, Pahl, Swindell, Simmons, Topping; Nays – none; Absent or not voting –none.

86 Manager Noble presented the signed resolution to the Topping family.

87

88 **Resolution In Support Of Swan Quarter Volunteer Fire Department Substation**

89 Manager Noble stated that at the July Regular Board of Commissioners meeting, the board voted to approve a
90 resolution supporting the Swan Quarter Volunteer Fire Department in their efforts to build and operate a
91 substation pending some revisions by County Attorney Holscher. County Attorney Holscher has worked with
92 Fire Chief Jeffrey Stotesberry to revise the resolution to both parties' satisfaction and is presenting the new
93 version for adoption.

94 Commissioner Swindell moved to adopt the resolution supporting the Swan Quarter Volunteer Fire Department
95 in their efforts to build and operate a substation. Commissioner Pahl seconded the motion.

96 Commissioner Simmons asked Chief Stotesberry if they are coordinating with the Fairfield VFD about
97 jurisdictional overlaps. Chief Stotesberry stated that he did not foresee any issues regarding that and would work
98 together to resolve anything. Adding this substation will put numerous businesses and residential properties into
99 a rated fire district. This will save them significant money in insurance rates.

100 Commissioner Topping asked where it would be located. Chief Stotesberry stated that it has not been finalized
101 but they are planning to build it at the corner of 264 and 94. Commissioner Topping asked who they were buying

102 the land from. Chief Statesberry stated that if they moved forward with this plan, the land would be donated by
103 Chairman Pugh. Commissioner Topping wanted to make sure this was not a conflict of interest.

104 The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell, Simmons, Topping; Nays – none; Absent
105 or not voting –none.

106 **Proclamation Child Support Awareness Month 2020**

107 Manager Noble asked the board to recognize August as Child Support Awareness Month, and reaffirms its
108 commitment to strengthening Hyde Counties families by providing child support services to improve the
109 economic stability and well-being of children.

110 Commissioner Pahl moved to adopt the Proclamation recognizing August as Child Support Awareness Month.
111 Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl,
112 Swindell, Simmons, Topping; Nays – none; Absent or not voting –none.

113 **State of Emergency Actions**

114 **Proclamation Ending Hurricane Dorian SOE**

115 Emergency Manager, Joey Williams, presented a proclamation ending the State of Emergency for Hurricane
116 Dorian. He stated that ending the SOE will not affect any further actions needed to complete reimbursement
117 paperwork.

118 Commissioner Pahl moved to adopt the Proclamation ending the State of Emergency for Hurricane Dorian.
119 Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl,
120 Swindell, Simmons, Topping; Nays – none; Absent or not voting –none.

121 **Ratification of SOE Proclamation and Amendments During Hurricane Isaias**

122 Emergency Manager, Joey Williams, asked the board to ratify the State of Emergency Proclamation and
123 Amendments for Hurricane Isaias.

124 Commissioner Pahl moved to ratify the SOE Proclamation and Amendments for Hurricane Isaias. Commissioner
125 Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell, Simmons,
126 Topping; Nays – none; Absent or not voting –none.

127 **Proclamation Ending Hurricane Isaias SOE**

128 Emergency Manager, Joey Williams, presented a proclamation ending the State of Emergency for Hurricane
129 Isaias.

130 Commissioner Pahl moved to adopt the Proclamation ending the State of Emergency for Hurricane Isaias.
131 Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl,
132 Swindell, Simmons, Topping; Nays – none; Absent or not voting –none.

133 Manager Noble commended Mr. Williams on the handling of his first Hurricane as Emergency Manager.
134 Commissioner Pahl agreed.

135 **PRESENTATIONS:**

136 **Tax Report**

137 Manager Noble congratulated Linda Basnight on her 50th year employed with Hyde County.

138

139 Tax Administrator, Linda Basnight, presented the July 2020 TR-407 Daily Distribution Report.

140 Commissioner Pahl moved to accept the TR-407 Tax report as presented. Commissioner Simmons seconded the
141 motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell, Simmons, Topping; Nays –
142 none; Absent or not voting –none.

143 Tax Administrator, Linda Basnight, presented the FY 19-20 Yearly Collections Report.

144 Commissioner Simmons moved to accept the FY 19-20 Yearly Collections Report as presented. Commissioner
145 Topping seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell, Simmons,
146 Topping; Nays – none; Absent or not voting –none.

147 **Audit Presentation**

148 Alan Thompson presented an overview of the FY 19-20 Financial Audit.

149 Commissioner Swindell moved to accept the FY 19-20 Financial Audit as presented. Commissioner Topping
150 seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell, Simmons,
151 Topping; Nays – none; Absent or not voting –none.

152 **OTHER ITEMS OF CONSIDERATION:**

153 **Position Name Change - EMS Director**

154 Finance Director, Corrinne Gibbs, presented a proposal to change the name of the Emergency Medical Services
155 Operations Division Chief position to Emergency Medical Services Director with a 5% probationary pay
156 increase for 6 months. After the probationary period has ended, another 5% pay increase will occur.

157 Commissioner Swindell moved to change the name of the Emergency Medical Services Operations Division
158 Chief position to Emergency Medical Services Director. Commissioner Simmons seconded the motion. The
159 motion passed on the following vote: Ayes – Pugh, Pahl, Swindell, Simmons, Topping; Nays – none; Absent or
160 not voting –none.

161 **Position Name Change - EMS Deputy Director**

162 Finance Director, Corrinne Gibbs, presented a proposal to change the name of the Emergency Medical Services
163 Operations Division Chief position to Emergency Medical Services Director with a 5% probationary pay
164 increase for 6 months. After the probationary period has ended, another 5% pay increase will occur..

165 Commissioner Swindell moved to change the name of the Emergency Medical Services Deputy Operations
166 Section Chief position to Emergency Medical Services Deputy Director. Commissioner Topping seconded the
167 motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell, Simmons, Topping; Nays –
168 none; Absent or not voting –none.

169 **Change of Authorized Check Signatories for the County of Hyde**

170 Finance Director, Corrinne Gibbs, presented a proposal to change the authorized check signatories for the
171 County of Hyde as follows: Remove HR Director and add Grant Administrator.

172 Commissioner Pahl moved to remove the HR Director and add the Grant Administrator as a check signatory.
173 Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl,
174 Swindell, Simmons, Topping; Nays – none; Absent or not voting –none.

175 **Ocracoke Liaison Job Description Adoption**

176 Manager Noble stated that the Ocracoke Liaison position has evolved over the last several years from an
177 Assistant Public Information Officer to include other job duties and roles. Currently, this position is vacant due
178 to a retirement. This job description more fully encompasses the true nature of the position, assisting Ocracoke
179 residents with county services locally instead of needing to come to the mainland. This position is currently
180 funded in FY 2020-2021 and the new job description should be adopted with Hyde County's Pay Plan prior to
181 the advertisement of the position.

182 Commissioner Pahl moved to adopt the Ocracoke Liaison job description into the county pay plan.
183 Commissioner Topping seconded the motion.

184 Commissioner Pahl commended the previous Ocracoke Liaison for creating this job by taking on more duties as
185 the needs presented themselves and setting a high bar for the quality of services she provided.

186 The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell, Simmons, Topping; Nays – none; Absent
187 or not voting –none.

188 **Building Inspector Contract**

189 Manager Noble stated that Mr. John Contestable has been contracted to do building inspections, mainly on
190 Ocracoke, in previous years. She would like to renew the contract for his services as Hyde County Building
191 Inspector for a term of one year. All other terms remain the same as the previous year's contract. The funding for
192 this position is included in the FY 2020-2021 budget.

193 Commissioner Pahl moved to approve the contract for John Contestable as a Hyde County Building Inspector.
194 Commissioner Swindell seconded the motion.

195 Commissioner Pahl stated that Mr. Contestable is everything you want in a building inspector. He communicates
196 well and is very responsive.

197 The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell, Simmons, Topping; Nays – none; Absent
198 or not voting –none.

199 **Disaster Recovery Planning Specialist**

200 Manager Noble stated that the procurement of this contract employee is being made in an effort to meet Hyde
201 County's Flood Damage Prevention Ordinance compliance requirements and not jeopardize Hyde County's

202 National Flood Insurance Program and Community Rating System status. The loss of either program could
203 adversely impact citizens ability to obtain flood insurance and the county's ability to secure hazard mitigation
204 funding. Grant funds from the NC Office of Recovery and Resiliency have been awarded to fund this position
205 for a period of 3 years. She asked that the board adopt the job description.

206 Commissioner Pahl moved to approve the job description for the Disaster Recovery Planning Specialist.
207 Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl,
208 Swindell, Simmons, Topping; Nays – none; Absent or not voting –none.

209

210 **Teach's Hole EMS Station Lease**

211 Manager Noble stated that as a result of Hurricane Dorian, the location leased to house Hyde County EMS
212 located on Back Road in Ocracoke was substantially damaged. Since that time, Ocracoke EMS has been housed
213 at a number of temporary locations. This lease secures a location for Ocracoke EMS through this fiscal year at
214 the building formerly housing the Teach's Hole Blackbeard Exhibit. This will be the location of Ocracoke EMS
215 while a new facility is constructed utilizing Golden Leaf grant funding on the Island Inn property. She asked that
216 the board approve the lease.

217 Commissioner Pahl moved to approve the lease for EMS to be housed at Teach's Hole. Commissioner Simmons
218 seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell, Simmons,
219 Topping; Nays – none; Absent or not voting –none.

220 **Travel Trailer Emergency Evacuation Notice**

221 Manager Noble presented an addendum to the travel trailer agreements between Hyde County and individuals
222 currently occupying travel trailers as temporary housing due to Hurricane Dorian. The addendum more clearly
223 explains the procedures surrounding relocation due to severe weather events. She asked the board to approve the
224 addendum. Emergency Manager, Joey Williams, stated that himself, Ivey Belch of OIRTT, and County Attorney
225 Holscher worked together to prepare the procedures listed in the addendum. Manager Noble stated that it simply
226 is not safe to remain in a travel trailer during a tropical storm/hurricane.

227 Commissioner Pahl moved to approve the addendum to the Trailer Trailer Agreements. Commissioner Topping
228 seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell, Simmons,
229 Topping; Nays – none; Absent or not voting –none.

230 **Urgent Repair Program Policies and Guidelines**

231 Manager Noble and Stephanie Watson, Grant Administrator, presented that the North Carolina Housing Finance
232 Agency has approved Hyde County's grant application for an Urgent Repair Program to assist low income,
233 elderly, disabled and single parents for repairs to be made to their homes. \$97,500 has been awarded to Hyde
234 County for these individuals not to exceed \$10,000 per home for up to 10 homes. There is a \$2,500 local match
235 which was included in the FY 2020-2021 approved budget. They are asking the board to approve the Program
236 Policies and the Procurement and Distribution Policy for the 2020 URP.

237 Commissioner Swindell moved to approve the Program Policies and the Procurement and Distribution Policy for
238 the 2020 Urgent Repair Program. Commissioner Topping seconded the motion. The motion passed on the
239 following vote: Ayes – Pugh, Pahl, Swindell, Simmons, Topping; Nays – none; Absent or not voting –none.

240 **MOU NPS Sediment Management Framework**

241 Manager Noble presented a Memorandum of Understanding Between the National Park Service and Hyde
242 County to participate as a cooperating agency in the environmental impact statement process to evaluate
243 alternatives for permitting sediment management within Cape Hatteras National Seashore over the next 20 years.
244 She asked the board to adopt the MOU.

245 Commissioner Pahl moved to approve the Memorandum of Understanding Between the National Park Service
246 and Hyde County. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes
247 – Pugh, Pahl, Swindell, Simmons, Topping; Nays – none; Absent or not voting –none.

248 **FY 19-20 Audit Contract**

249 Corrinne Gibbs, Finance Director, presented the FY 19-20 Audit Contract to the board. She asked the board to
250 approve the contract with Thompson, Price, Scott, Adams and Company to provide the FY 19-20 Audit.

251 Commissioner Pahl moved to approve the FY 19-20 Audit Contract with Thompson, Price, Scott, Adams and
252 Company. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh,
253 Pahl, Swindell, Simmons, Topping; Nays – none; Absent or not voting –none.

254 **BUDGET REVISIONS**

255 **Sheriff Dept**

256 **Paving Improvements - \$25,000.00**

257 **Health Department**

258 **WIC - \$1039.00**

259 **Health Revenue - \$44,383.00**

260 **Medicaid Escrow - \$25,0000**

261 **CD Revenue - \$16,411.00**

262 **Bioterrorism - \$23,240.00**

263 **Adult Health Revenue - \$4,457.49**

264 **HEP Connect Revenue - \$7,500.00**

265 **WIC - \$858.00**

266 **Social Services**

267 **Social Services ADM - \$2,587.00**

268

269

270 Commissioner Swindell moved to approve the Sheriff department budget transfers as presented. Commissioner

271 Topping seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell, Simmons,
272 Topping; Nays – none; Absent or not voting –none.

273 Commissioner Pahl moved to approve the Health department WIC \$1039 budget transfers as presented.

274 Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl,
275 Swindell, Simmons, Topping; Nays – none; Absent or not voting –none.

276 Commissioner Simmons moved to approve the remaining Health department budget transfers as presented.

277 Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl,
278 Swindell, Simmons, Topping; Nays – none; Absent or not voting –none.

279 Commissioner Pahl moved to approve the Social Services department budget transfers as presented.

280 Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl,
281 Swindell, Simmons, Topping; Nays – none; Absent or not voting –none.

282

283 **MANAGEMENT REPORTS:**

284 The commissioners and county manager shared with the public their various activities and ideas for continuous
285 improvement of government services in Hyde County.

286

287 **PUBLIC COMMENT:**

288 Donnie Shumate stated that Hyde County’s Census return rate was only at 38.5% and that an undercount would
289 adversely affect the county for 10 years. It only takes 5 minutes to complete. Please remind your friends and
290 neighbors to complete their census.

291 Jeffrey Stotesberry, SQVFD Chief, stated that he was impressed by the new Emergency Manager’s handling of
292 the recent state of emergency for Hurricane Isaias.

293

294 **CLOSED SESSION: (none)**

295

296 Commissioner Simmons moved to adjourn the meeting. Commissioner Pahl seconded the motion. The motion
297 passed on the following vote: Ayes – Pugh, Pahl, Swindell, Simmons, Topping; Nays – none; Absent or not
298 voting –none.

299

300 The meeting adjourned at 8:20pm

301

302 Respectfully submitted:

303

304 Minutes approved on the 8th day of September, 2020.

305

306 Attest:

307

308 _____
Donnie Shumate Earl Pugh, Jr.

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: September 8, 2020
Presenter: Linda Basnight
Attachment: Yes

ITEM TITLE: August 2020 Collections Report

SUMMARY: The tax administrator will present the August 2020 Collections Report.

RECOMMEND: ACCEPT

MOTION MADE BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

MOTION SECONDED BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

VOTE: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

Report Parameters:

Date Sent To Finance Begin: 8/1/2020

Date Sent To Finance End : 8/31/2020

Number of detailed years before grouping as prior: All

*Note : Discounts are considered as release of levy and are not part of Total(\$\$) column.

Tax District	Levy Type	RMV vs Non-RMV	Levy Less Penalties (\$)	Penalties (\$)	Interest (\$)	Other (\$)	Total (\$)	* Discounts (\$)
2020								
NA ADVANCE		Both RMV and Non-RMV	0.00	0.00	0.00	4,806.65	4,806.65	0
2019								
FAIRFIELD DRAIN DIST CLASS B FEE		Non-RMV	5.39	0.00	0.19	0.00	5.58	0
FAIRFIELD DRAIN DIST CLASS C FEE		Non-RMV	74.52	0.00	0.00	0.00	74.52	0
HYDE COUNTY TAX		Non-RMV	10,452.44	0.00	663.38	0.00	11,115.82	0
HYDE COUNTY WATERSHED FEE		Non-RMV	16.96	0.00	1.10	0.00	18.06	0
HYDE COUNTY WEST QUARTER FEE		Non-RMV	0.00	0.00	0.51	0.00	0.51	0
MOSQUITO TAX		Non-RMV	15.66	0.00	2.93	0.00	18.59	0
			10,564.97	0.00	668.11	0.00	11,233.08	0
2018								
FAIRFIELD DRAIN DIST CLASS A FEE		Non-RMV	77.49	0.00	3.29	0.00	80.78	0
FAIRFIELD DRAIN DIST CLASS B FEE		Non-RMV	44.55	0.00	1.89	0.00	46.44	0
HYDE COUNTY TAX		Non-RMV	3,832.14	0.00	248.62	0.00	4,080.76	0
MOSQUITO TAX		Non-RMV	167.84	0.00	1.26	0.00	169.10	0
NA REFUND		Both RMV and Non-RMV	0.00	0.00	0.00	2.39	2.39	0
			4,122.02	0.00	255.06	2.39	4,379.47	0
2017								
HYDE COUNTY TAX		Non-RMV	441.87	0.00	54.17	0.00	496.04	0
			441.87	0.00	54.17	0.00	496.04	0
2016								
HYDE COUNTY TAX		Non-RMV	2,119.02	0.00	559.02	0.00	2,678.04	0
HYDE COUNTY WEST QUARTER FEE		Non-RMV	0.00	0.00	0.10	0.00	0.10	0
MOSQUITO TAX		Non-RMV	22.30	0.00	7.64	0.00	29.94	0

2015			2,141.32	0.00	566.76	0.00	2,708.08	0
	HYDE COUNTY Advertisement Fee	Non-RMV						
	HYDE COUNTY TAX	Non-RMV	4.00	0.00	0.00	0.00	4.00	0
			368.25	0.00	404.65	0.00	772.90	0
			372.25	0.00	404.65	0.00	776.90	0
2014								
	HYDE COUNTY TAX	Non-RMV	844.25	0.00	335.73	0.00	1,179.98	0
			844.25	0.00	335.73	0.00	1,179.98	0
2013								
	HYDE COUNTY TAX	Non-RMV	826.08	0.00	186.82	0.00	1,012.90	0
			826.08	0.00	186.82	0.00	1,012.90	0
2012								
	HYDE COUNTY TAX	Non-RMV	242.37	0.00	362.48	0.00	604.85	0
			242.37	0.00	362.48	0.00	604.85	0
2011								
	HYDE COUNTY TAX	Non-RMV	611.77	0.00	366.66	0.00	978.43	0
			611.77	0.00	366.66	0.00	978.43	0
2010								
	HYDE COUNTY Advertisement Fee	Non-RMV	6.00	0.00	0.00	0.00	6.00	0
	HYDE COUNTY TAX	Non-RMV	237.20	0.00	284.44	0.00	521.64	0
			243.20	0.00	284.44	0.00	527.64	0
2009								
	HYDE COUNTY Advertisement Fee	Non-RMV	6.00	0.00	0.00	0.00	6.00	0
	HYDE COUNTY TAX	Non-RMV	323.13	0.00	414.70	0.00	737.83	0
			329.13	0.00	414.70	0.00	743.83	0
2008								
	HYDE COUNTY Advertisement Fee	Non-RMV	8.00	0.00	0.00	0.00	8.00	0
	HYDE COUNTY TAX	Non-RMV	346.06	0.00	373.19	0.00	719.25	0
			354.06	0.00	373.19	0.00	727.25	0
2007								
	HYDE COUNTY Advertisement Fee	Non-RMV	8.00	0.00	0.00	0.00	8.00	0
	HYDE COUNTY SOLID WASTE FEE	Non-RMV	300.00	0.00	345.82	0.00	645.82	0
	HYDE COUNTY TAX	Non-RMV	439.17	0.00	458.51	0.00	897.68	0
			747.17	0.00	804.33	0.00	1,551.50	0
2006								

HYDE COUNTY Advertisement Fee	Non-RMV		4.50	0.00	0.00	0.00	4.50	0
HYDE COUNTY SOLID WASTE FEE	Non-RMV		300.00	0.00	372.27	0.00	672.27	0
HYDE COUNTY TAX	Non-RMV		340.03	0.00	421.52	0.00	761.55	0
			644.53	0.00	793.79	0.00	1,438.32	0
2005								
HYDE COUNTY Advertisement Fee	Non-RMV		1.50	0.00	0.00	0.00	1.50	0
HYDE COUNTY SOLID WASTE FEE	Non-RMV		150.00	0.00	199.56	0.00	349.56	0
HYDE COUNTY TAX	Non-RMV		14.30	0.00	19.03	0.00	33.33	0
			165.80	0.00	218.59	0.00	384.39	0
Total			22,650.79	0.00	6,089.48	4,809.04	33,549.31	0

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: September 8, 2020
Presenter: Paul Spruill, CEO Tideland EMC
Attachment: Yes:
Permit Application for Rose Acre Farms Solar Project
Letter of Support from County Manager
Draft Solar Ordinance

ITEM TITLE: Rose Acre Farms Solar Project

SUMMARY: Paul Spruill, Tideland EMC will review the Rose Acre Farms Solar Project, a project consisting of 5MW Solar Panels and a 2MW battery for storage located at Rose Acre Farms in Currituck Township. Mr. Spruill will review the project and answer any questions/discuss concerns in regard to the project.

County Manager Noble will review a letter documenting receipt of the application and showing support for the project.

County Manager Noble will discuss the process for the development of a Hyde County Solar Energy Facilites Ordinance and review a draft ordinance. Hyde County has in the past adopted a Moratoruim of Solar Development for the purposes of developing an ordinance. That moratorium has sunseted and no longer in effect.

RECOMMEND:

MOTION MADE BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

MOTION SECONDED BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

VOTE: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING



4140 W 99th Street
Carmel, IN 46032
Tel 317-344-7905

TODD BARTLING
Email: Todd.Bartling@nrco.coop

To: Hyde County Planning Department

July 30, 2020

Enclosed is a Permit application for the Rose Acre Farms solar project. The applicant, Member EMC Solar Five, LLC (Solar Five), is a wholly-owned subsidiary of North Carolina Electric Membership Corporation (NCEMC). NCEMC is a non-profit electric utility that serves the rural communities of North Carolina. It is partially owned by Tideland EMC, a non-profit electric utility that serves communities in and around Hyde County. NCEMC and Tideland EMC are excited to partner on this project to provide more reliable energy to rural members through a diversified portfolio, including renewable sources like solar energy.

Solar Five and its partner, Rose Acre Farms, are planning a 2 MW solar project to be located at the Rose Acre Farms facility, located about 11 miles NNW of Scranton, NC. The project will be constructed on current farmland operated by one of Rose Acre Farms agriculture farms. MES5 intends to operate the facility in concert with Rose Acre Farm's electric infrastructure to provide additional electricity reliability to Rose Acre Farms and the surrounding Tideland EMC system.

The solar facility will be made up of roughly 7,000 370 Wdc mono-silicon photovoltaic modules affixed to steel racking. The racking structure will be a static structure or lay parallel to the ground and slowly adjust the modules to better face the sun throughout the day. The electricity generated by the modules will be collected via organized electrical cables to multiple Sungrow DC/AC string inverters to convert the electricity so it can be dispatched to the grid. Additionally, Solar Five intends to install a 2.5 MW two hour Tesla Megapack battery energy storage system to store the solar energy for dispatch later in the day for increased grid reliability. No accessory buildings will be installed, as this facility will be almost entirely operated remotely once constructed and placed in-service.

Due to the nature of the operations of the Rose Acre Farms facility, its interest in showcasing the facility, and the significant agriculture industry surrounding the property, Solar Five believes the facility should be built without a vegetative buffer. As such, no vegetative buffers were included in the included site plan.

The following items are provided within this application:

1. Project Justification

2. Site Plan stamped by a North Carolina Professional Engineer, including Vicinity Map
3. Redacted Lease executed by Member EMC Solar Five, LLC and Rose Acre Farms
4. A proposed Maintenance Plan
5. A proposed Decommissioning Plan and associated Decommissioning Estimate prepared by a North Carolina Professional Engineer
6. Army Corps of Engineer Jurisdictional Determination

Please contact myself or our attorney Tom Terrell of Fox Rothschild, with any questions. Tom's may be reached at 336-847-2000 and tterrell@foxrothschild.com. We look forward to working with you.

Sincerely,

Todd Bartling, VP of Renewables Development
National Renewables Cooperative Organization

Permit Justification

Applicant: Member EMC Solar Five, LLC
Rose Acre Farms Solar Farm (Hyde County)

A. The use will not materially endanger public health and safety if located according to the plan as submitted and approved.

1. General

Simply described, solar farms are little more than passive facilities that receive sunlight and convert it to clean energy. The materials used are essentially steel, glass, and products found in most household electronic appliances. Nothing about the operation creates an unreasonable risk to public health or safety. To the contrary, it either maintains or promotes public health and safety.

2. Public Health

Solar Farms do not generate chemical or toxic by-products that threaten groundwater or surface water resources; they do nothing to generate or spread disease or bacteria; and they do not create environmental noise that would disturb the emotional health of residents. In most circumstances, someone standing at the closest point off-site is not able to hear the slight and barely audible hum generated by inverters in the interior of the facility.

Use of the property by a very quiet solar farm very often prevents the site from being used by many other uses that create substantial environmental noise (e.g. tractors for farming, lawnmowers and leaf blowers from a single family subdivision, guns from hunters, etc.). Solar farms also protect ground and surface waters from uses that could otherwise be developed as a matter of right (e.g. collection of manure from dairy farming; chemicals used in nurseries and greenhouses; or heavy application of chemicals used in crop production).

3. Public Safety

(a) Traffic

Transportation/traffic safety is one of the key issues when considering the impact a use will have on public safety. This facility will generate practically no traffic once construction is complete, with most days witnessing no incoming/outgoing vehicle trips at all. The only vehicles coming to the site will be occasional trips made to check on and maintain equipment and to mow grass – typically once a month during growing season. Construction time varies from site to site, but this 2,000 kilowatt facility would take approximately 3 to 4 months to complete.

If this entire site were developed for a single home, the standard trip generation would be 9.52 vehicle trips per day, contrasted with zero trips on most days for a solar farm. (9.52 is the national average established by the Institute of Transportation Engineers based upon data collected over decades)

(b) Environmental Safety

Unlike farming and many types of development, a solar facility protects adjoining streams from sedimentation resulting from soil erosion. Solar cells are mounted on support poles that are driven into the ground and that require minimal site grading. Hearty grass suitable to the climate is planted beneath the panels for soil stability. During construction, standard erosion control measures will be constructed and maintained in accordance with local and state stormwater regulations. As with most developments, stormwater and erosion control permits must be obtained prior to construction and land disturbance.

(c) Equipment Safety

The facility will be constructed to meet or exceed all standards of the National Electric Code, and all equipment is listed with and will contain the stamp of Underwriters Laboratories, a safety consulting and certification company that specializes in the public adoption and drafting of safety standards for electrical devices and components.

The facility will be surrounded by a six foot chain link fence with at least three strands of barbed wire along the top to protect both the public and the facility from unauthorized access.

B. The use meets required conditions and specifications of the draft Hyde County Solar Energy Facilities Ordinance.

This applicant's consultants and engineers have worked diligently to make sure the proposed facility meets all requirements of the draft Hyde County Solar Energy Facilities Ordinance. If there are deficiencies noted by staff, the applicant will immediately address them.

Enforcement of these requirements is at the staff level. If the applicant does not meet all requirements, no building permits will be issued.

C. The Use will not substantially injure value of adjoining or abutting property or is a public necessity.

It is common for citizens to assert unsubstantiated claims that solar farms harm property values. Numerous appraisers throughout North Carolina have studied the impact of solar farms on adjoining properties, and to the applicant's knowledge, each of them has found, based upon information from public databases, that there is no objective evidence to support a claim that solar farms harm neighboring property values.

A common and accepted appraisal principle explains why solar farms have no impact and are not a "public nuisance." A land use that has a negative effect on nearby property values is called an "*external obsolescence*." Common factors that make a land use an external obsolescence are noise, unreasonable traffic generation, dust, lights, odor, and threats to public health. There is nothing about a solar farm's quiet, odorless, dust free, low traffic characteristics that would make it an external obsolescence. Thus, there are no *actual* conflicts between a solar farm and surrounding uses, although some citizens may claim they personally and subjectively

do not think a solar farm is attractive. As explained below, North Carolina courts consistently have stated that such subjective feelings are not evidence to be considered in an SUP hearing.

To demonstrate compliance with this standard through competent, material, and substantial evidence, the applicant will present a study by Richard Kirkland, MAI, who has conducted several paired sales analyses for this project. Mr. Kirkland is now recognized in most circles as the world's leading expert on the effect of solar farms on adjoining properties, having performed close to 700 studies in 17 states. His studies are done strictly in accordance with the Uniform Standards of Professional Appraisal Practice.

D. The location and character of the use, if developed according to the plans as submitted, will be in harmony with the area.

1. What is “Harmony”

Addressing item “D” requires first addressing what the word “harmony” means. In land use planning, “harmony” does not mean similar in use or appearance. For example, schools, churches, homes, farm operations, utility substations, government buildings, and commercial grain operations, are typically allowed as a matter of right in rural agricultural zoning districts such as this site. All are considered harmonious adjacent uses, yet none are similar in function, appearance, or purpose. To the above listed uses add corner convenience store, commercial mulching operation and farmer’s market, additional uses in this rural area.

Although the solar panel arrays do not look like a house, there are no public service facilities that do. The existing telephone, electrical and cellular infrastructure common throughout rural Hyde County do not look like homes either, but they are considered typical structures commonly seen in rural areas. Solar panels are not obtrusive and have a much lower profile than a typical home or barn.

Rather than being based on appearance, harmony is primarily a *functional* determination. To determine whether a certain use of land is harmonious, a planner would examine whether that use has external impacts (an “externality”) that prevent other uses from reasonably co-existing. Common externalities that create disharmony are excessive light, dust, odor, noise, non-managed traffic, and environmental impacts. Most uses can be “in harmony” if the externalities are mitigated and or managed.

No characteristic of this proposed facility would prevent neighboring landowners from enjoying the full use of their homes or lands for any purpose they currently engage in or could engage in.

In communities across our state and nation, including those with the strictest land use controls, there are very few uses that are considered incompatible. For example, there are numerous examples where we have large sports venues downtown, concert venues in or adjacent to neighborhoods, bars next to homes, industry and day care coexisting, farms adjacent to industry, major highways adjacent to housing, expensive homes near manufactured homes, and hundreds of solar farms surrounded by residential and agricultural uses. In fact, hundreds of communities

across this state have applied this same standard to local solar farms and concluded that, because of a solar farm's inherent characteristics, the facilities are harmonious with the area.

Occasionally there are uses that are incompatible, but they are rare. Some examples might include a sexually oriented business next to a school; an airport runway adjacent to a nursing home; or a commercial outdoor shooting range that is allowed to operate adjacent to a hospice facility.

2. Appearance is not a Relevant Factor

Several North Carolina appellate courts have published opinions that affirm the statements above that "harmony" is a functional determination and that subjective views on appearance are not relevant evidence in a special or conditional use permit hearing. Three of those cases are listed below, the first one being a solar farm.

(a) Innovative 55, LLC and FLS Energy v. Robeson County (2017)

This case involved a denial of an application for a solar farm in Robeson County whose special use permit standard required the board to determine whether a solar farm would be "in harmony" with the surrounding neighborhood.

The Court held that whether a solar farm could be seen and was considered by some opponents to be "an eyesore" was not relevant to the issue of harmony. ("The testimony of solar farm opponents that the final project as constructed would be an 'eyesore' based upon other solar farms they have seen is not competent evidence to support the denial of the solar farm.")

(b) Blair Investments v. Roanoke Rapids (2013)

This case involved denial of a special use permit for a cell tower under the standard that "the use will be in harmony with the area in which it is to be located."

The Court held that neighbors' statements that they do "not want to look at one" and that it would be an "eyesore" are speculative opinions and not documentary evidence and therefore not competent evidence on the issue of harmony.

(c) MCC Outdoor Advertising v. Town of Franklinton

This case involved denial of a special use permit for a billboard under the standard that the billboard must be "compatible with the general neighborhood in which it is located"

This Court held that opponents' testimony that a billboard could be seen from a particular location is "simply irrelevant as to whether the billboard is incompatible with the neighborhood. . . . The evidence was merely an unsubstantiated opinion which is incompetent.

3. The Solar Farm's Harmony is an Established Legal Presumption

The N.C. Supreme Court has held that listing a particular use as allowed in a certain zoning district constitutes a legislative determination that the use is harmonious with other uses in the district. *Woodhouse v. Board of Comm'rs of the Town of Nags Head*, 299 N.C. 211, 216, 261

S.E.2d 882, 886 (1980). This presumption of harmony can be rebutted, but only by competent, material, and substantial evidence to the contrary. *Vulcan Materials Co. v. Guilford County Bd. of County Comm'rs*, 115 N.C.App. 319, 444 S.E.2d 639 (1994).

2/24/2024 11:37 AM --- LAYOUT: SHEET 1
 --- PLOT DATE: April 10, 2020 - 11:37 AM --- LAYOUT: SHEET 1
 --- ATTACHED IMAGES: ... ATTACHED IMAGES: ...
 --- USER: KJGS --- ATTACHED IMAGES: ...
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N/F
 MATTHEWS, ROBERT W.
 TAX PARCEL ID #: 7629-98-8528
 ZONING: AGRICULTURAL /
 RURAL (AR)

N/F
 ROSE ACRES FARMS, INC
 TAX PARCEL ID #: 7639-47-7430
 ZONING: AGRICULTURAL /
 RURAL (AR)

N/F
 DURGAT, LLC
 TAX PARCEL ID #: 7629-95-7611
 ZONING: AGRICULTURAL /
 RURAL (AR)

N/F
 ROSE ACRES FARMS, INC
 TAX PARCEL ID #: 7639-47-7430
 ZONING: AGRICULTURAL /
 RURAL (AR)

N/F
 ROSE ACRES FARMS, INC
 TAX PARCEL ID #: 7639-47-7430
 ZONING: AGRICULTURAL /
 RURAL (AR)

N/F
 ROSE ACRES FARMS, INC
 TAX PARCEL ID #: 7639-47-7430
 ZONING: AGRICULTURAL /
 RURAL (AR)

CONTROL POINT
 1/2" REBAR W/CAP
 ELEVATION = 8.83'
 (NAVD 88 DATUM)
 N: 696,998.08
 E: 2,731,869.16

CONTROL POINT
 1/2" REBAR W/CAP
 ELEVATION = 6.49'
 (NAVD 88 DATUM)
 N: 696,797.50
 E: 2,732,883.31



LEGEND:

○	SPOT ELEVATION
—	CONTOUR
AC	AIR CONDITIONER
GV	GAS VALVE
PP	POWER POLE
TEL	TELEPHONE JUNCTION BOX
WS	WATER SPIGOT
WM	WATER METER
—	FENCE LINE
—	OVERHEAD POWERLINE
—	UNDERGROUND GAS LINE
—	TREELINE

- EXHIBIT PLAT NOTES:
- 1) UNDERGROUND UTILITIES NOT LOCATED SHOWN ARE FIELD LOCATIONS OF MARKINGS BY OTHERS AND SHOULD BE CONSIDERED APPROXIMATE. SURVEYING CONSULTANTS DOES NOT CERTIFY TO THE EXACT LOCATION OF ANY UNDERGROUND UTILITY.
 - 2) NO SUBSURFACE OR ENVIRONMENTAL INVESTIGATION OR WETLAND SURVEYS WERE PERFORMED FOR THIS PLAT. THEREFORE THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, CONTAMINATION, OR OTHER CONDITIONS WHICH MAY AFFECT THIS PROPERTY.
 - 3) SURVEYING CONSULTANTS CERTIFIES TO THE TOPOGRAPHIC AND ASBUILT INFORMATION PROVIDED HEREON AS OF THE DATE OF SURVEY. IF THIS DOCUMENT IS TO BE PROVIDED AS A BASE MAP FOR OTHERS, INFORMATION ADDED AFTER THE DATE OF THIS SURVEY IS NOT THE RESPONSIBILITY OF SURVEYING CONSULTANTS.
 - 4) THIS SURVEY EXHIBIT WAS CONDUCTED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THEREFORE THERE MAY BE OTHER EASEMENTS, RIGHT-OF-WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, RESTRICTIONS, OR OTHER SIMILAR MATTERS OF PUBLIC RECORD, NOT DEPICTED ON THIS SURVEY.
 - 5) THE HORIZONTAL DATUM IS BASED ON NAD83 NORTH CAROLINA STATE PLANE COORDINATES. THE VERTICAL DATUM IS BASED ON NAVD 1988 DATUM.

- NOTES:
1. THE EXISTING CONDITIONS WERE PROVIDED BY SURVEYING CONSULTANTS ON 02/20/2020 AS A CIVIL 3D DRAWING.
 2. THE DRAWING SHOULD ONLY BE USED FOR THE SPECIAL USE PERMIT BY HYDE COUNTY, NC.
 3. PROPOSED AREA WITHIN SECURITY FENCING IS APPROXIMATELY 13.4 ACRES.
 4. ALL EXISTING AND PROPOSED STRUCTURES AND DIMENSIONS SHOWN ARE APPROXIMATE

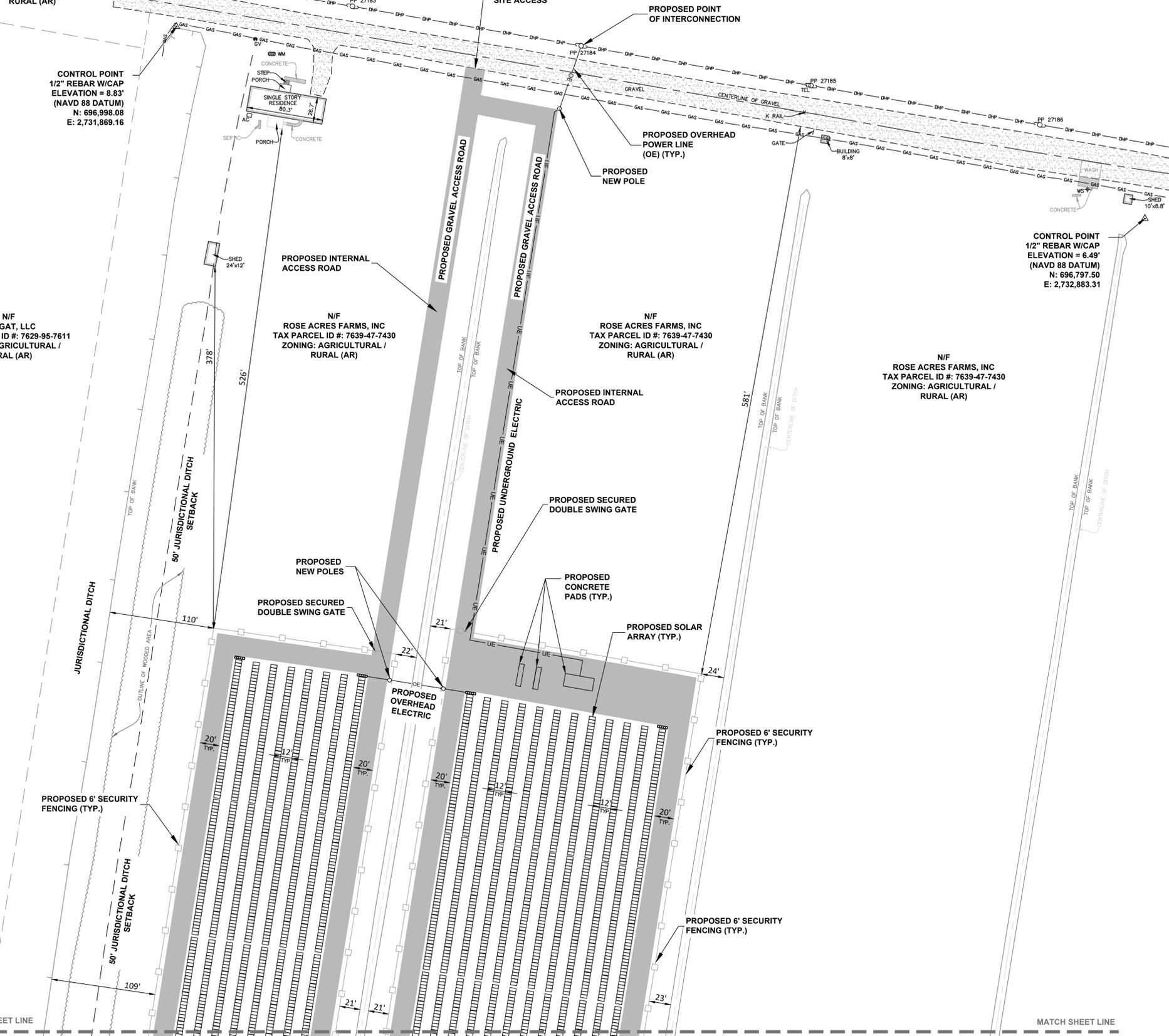
**PROPOSED SITE PLAN
 FOR SPECIAL USE PERMIT
 SHEET 1 OF 2**

SCALE = 1" : 60'
 0' 60' 120'

**NOT FOR CONSTRUCTION
 FOR SPECIAL USE PERMIT ONLY**



PROJECT:	MEMBER EMC SOLAR FIVE, LLC ROSE ACRES SITE HYDE COUNTY, NORTH CAROLINA		
TITLE:	PROPOSED SITE PLAN FOR SPECIAL USE PERMIT SHEET 1 OF 2		
DRAWN BY:	A PEEBLES	PROJ NO.:	335672.0003
CHECKED BY:	K KJGS		
APPROVED BY:	N ADDISON	SHEET 1 OF 2	
DATE:	APRIL 2020		
FILE NO.:	ROSE_ACRES_Special_Use_Permit.dwg		



MATCH SHEET LINE

MATCH SHEET LINE

2/2/24 -- USER: K666 -- ATTACHED IMAGES -- ATTACHED IMAGES -- ATTACHED IMAGES -- PLOT DATE: April 10, 2020 - 11:35AM --- LAYOUT: SHEET 2
DRAWING NAME: C:\Users\k666\OneDrive - TRC\Desktop\rose acres Special Use Permit.dwg

MATCH SHEET LINE

N/F
DURGAT, LLC
TAX PARCEL ID #: 7629-95-7611
ZONING: AGRICULTURAL /
RURAL (AR)

PROPOSED 6' SECURITY
FENCING (TYP.)

PROPOSED SOLAR
ARRAY (TYP.)

N/F
ROSE ACRES FARMS, INC
TAX PARCEL ID #: 7639-13-4352
ZONING: AGRICULTURAL /
RURAL (AR)

N/F
ROSE ACRES FARMS, INC
TAX PARCEL ID #: 7639-47-7430
ZONING: AGRICULTURAL /
RURAL (AR)

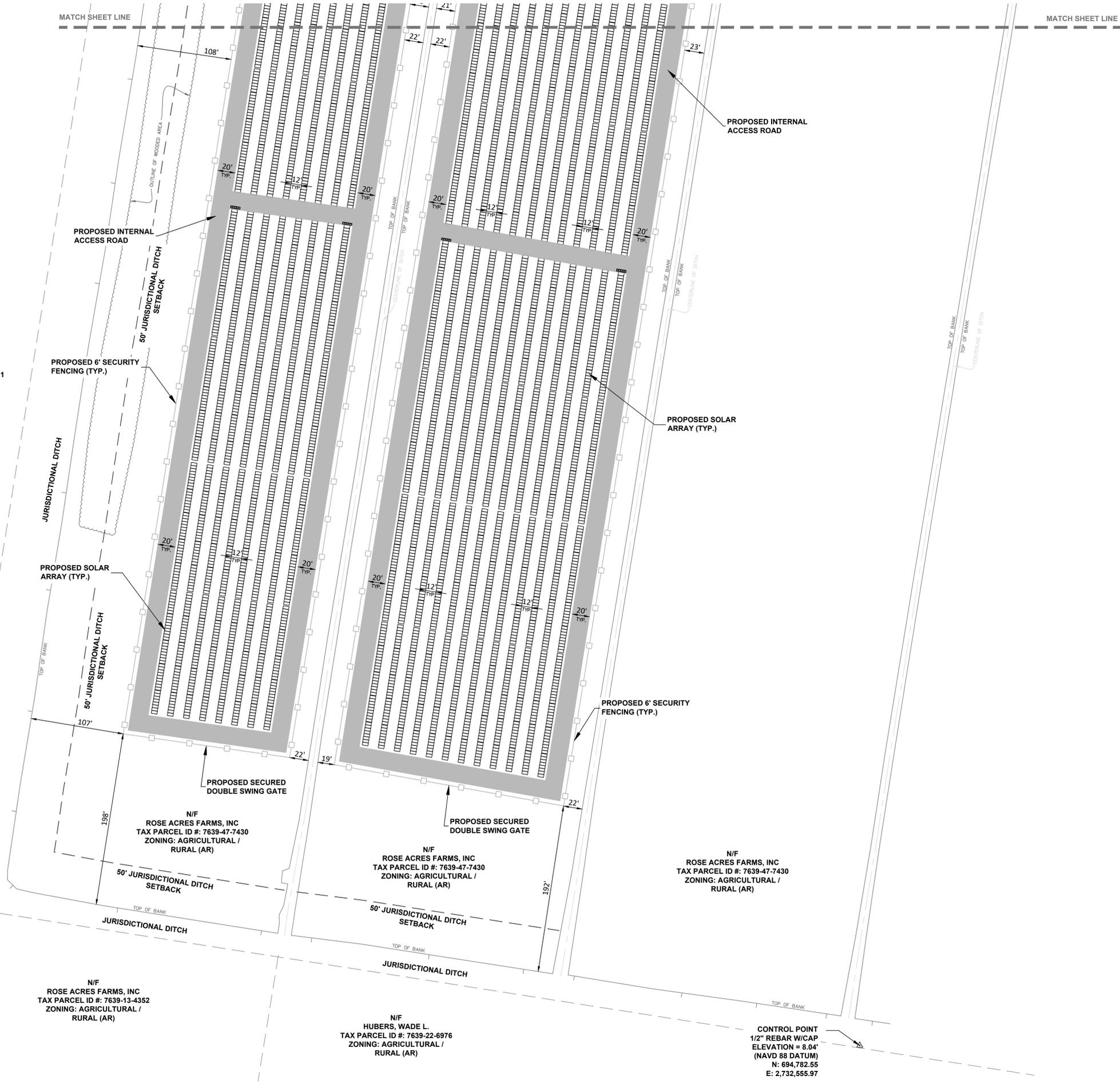
N/F
ROSE ACRES FARMS, INC
TAX PARCEL ID #: 7639-47-7430
ZONING: AGRICULTURAL /
RURAL (AR)

N/F
ROSE ACRES FARMS, INC
TAX PARCEL ID #: 7639-47-7430
ZONING: AGRICULTURAL /
RURAL (AR)

N/F
HUBERS, WADE L.
TAX PARCEL ID #: 7639-22-6976
ZONING: AGRICULTURAL /
RURAL (AR)

CONTROL POINT
1/2" REBAR W/CAP
ELEVATION = 8.04'
(NAVD 88 DATUM)
N: 694,782.55
E: 2,732,555.97

CONTROL POINT
1/2" REBAR W/CAP
ELEVATION = 10.57'
(NAVD 88 DATUM)
N: 694,923.79
E: 2,731,539.65



LEGEND:

	SPOT ELEVATION
	CONTOUR
	AIR CONDITIONER
	GAS VALVE
	POWER POLE
	TELEPHONE JUNCTION BOX
	WATER SPIGOT
	WATER METER
	FENCE LINE
	OVERHEAD POWERLINE
	UNDERGROUND GAS LINE
	TREELINE

- EXHIBIT PLAT NOTES:
- 1) UNDERGROUND UTILITIES NOT LOCATED SHOWN ARE FIELD LOCATIONS OF MARKINGS BY OTHERS AND SHOULD BE CONSIDERED APPROXIMATE. SURVEYING CONSULTANTS DOES NOT CERTIFY TO THE EXACT LOCATION OF ANY UNDERGROUND UTILITY.
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 3. PROPOSED AREA WITHIN SECURITY FENCING IS APPROXIMATELY 13.4 ACRES.
 4. ALL EXISTING AND PROPOSED STRUCTURES AND DIMENSIONS SHOWN ARE APPROXIMATE

**PROPOSED SITE PLAN
FOR SPECIAL USE PERMIT
SHEET 2 OF 2**

SCALE = 1" : 60'

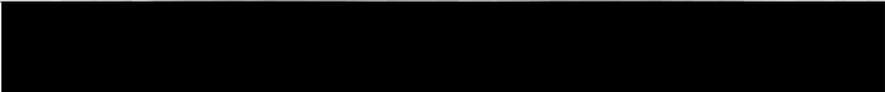
**NOT FOR CONSTRUCTION
FOR SPECIAL USE PERMIT ONLY**



PROJECT:	MEMBER EMC SOLAR FIVE, LLC ROSE ACRES SITE HYDE COUNTY, NORTH CAROLINA		
TITLE:	PROPOSED SITE PLAN FOR SPECIAL USE PERMIT SHEET 2 OF 2		
DRAWN BY:	A PEEBLES	PROJ. NO.:	335672.0003
CHECKED BY:	K KJOS		
APPROVED BY:	N ADDISON	SHEET 2 OF 2	
DATE:	APRIL 2020		
FILE NO.:	ROSE_ACRES_Special_Use_Permit.dwg		



GROUND LEASE AGREEMENT
BASIC LEASE TERMS SUMMARY

Effective Date	The date that this Lease has been fully executed by both Landlord and Tenant as reflected on the signature page(s).
Landlord	Rose Acre Farms, INC
Tenant	Member EMC Solar Five, LLC
Land	Up to 30 acres, plus or minus, of the real property located at 1560 Hyde Park Canal, in the City of Pantego, Hyde County (the " County "), North Carolina, PIN Number 7639-47-7430, as approximately depicted on <u>Exhibit A</u> attached hereto
Initial Diligence Period (Section 3)	One (1) year
Initial Diligence Period Fee (Section 3)	
Extended Diligence Periods (Section 3)	One (1) additional one (1) year period after the expiration of the Initial Diligence Period (" First Extended Diligence Period ") One (1) additional one (1) year period after the expiration of the First Extended Diligence Period (" Second Extended Diligence Period ")
Extended Diligence Period Fees (Section 3)	
Initial Term (Section 4)	246 calendar months.
Renewal Terms (Section 4)	For two (2) successive renewal terms of ten (10) years each, however, the renewal terms shall not be greater than that stated herein.
Rent (Section 7)	

Intended Use (Section 8, <u>Section 13</u>)	The construction and operation of a solar photovoltaic power array, battery energy storage system, other related electrical equipment, and any easements (the “System”) for the generation and distribution of electric power.
Landlord’s Notice Address (Section 22)	Rose Acre Farms, Inc. c/o Tony Wesner, COO 1657 West Tipton Street Seymour, Indiana 47274 twesner@roseacre.com
Tenant’s Notice Address (Section 22)	North Carolina Electric Membership Corporation Lee Ragsdale Senior Vice President Energy Delivery 3400 Sumner Blvd. Raleigh, NC 27616 (800) 662-8835 lee.ragsdale@ncemcs.com Billing: Accounts.Payable@ncemcs.com

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this “Lease”) is made and entered into by and between Landlord and Tenant, effective as of the Effective Date.

NOW THEREFORE, in consideration of the amounts to be paid to Landlord by Tenant and the other mutual covenants promises and covenants set forth herein, the receipt and sufficiency of which is hereby conclusively established, Landlord and Tenant hereby agree as follows:

1. **Basic Lease Terms Summary.** References in the body of this Lease to a portion of the Basic Lease Terms Summary (e.g., the defined terms in the left-hand column of the Basic Lease Terms Summary) shall be deemed and construed to incorporate all the terms provided under each such referenced portion of the Basic Lease Terms Summary. References in the Basic Lease Terms Summary to a portion of the body of this Lease (e.g., Section references in the left-hand column of the Basic Lease Terms Summary) shall be deemed and construed to incorporate all the terms provided under each such referenced portion of the body of the Lease. Notwithstanding anything set forth above, if there is any inconsistency between the Basic Lease Terms Summary and another portion of this Lease, the terms of the Basic Lease Terms Summary shall control.

2. **Leased Premises.**

(a) Landlord hereby agrees to lease the Premises (as defined in Section 2(b) below) to Tenant, and Tenant hereby agrees to lease the Premises from Landlord, upon the terms and subject to the conditions set forth herein.

(b) The “Premises” as used herein shall be an area comprised of all or part of the Land (such area to be determined in accordance with this Section 2), together with all personal property, improvements and fixtures located on the Land and all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land. Landlord acknowledges and agrees that the exact size, shape and location of the area of the Land that will comprise the Premises (the “Lease Boundary Line”) has not yet been determined, and any maps or depictions which Tenant has shown or will show to Landlord (including, without limitation, Exhibit A attached hereto) are approximations only and are subject to change. During the Diligence Period (as defined in Section 3(b) below), Tenant shall assess the Land to determine the most suitable location for the System, and Tenant shall establish the final Lease Boundary Line in accordance with Section 2(c) below. The Landlord designates the “Acceptable Siting Area” as defined in Exhibit A, as the extent of suitable locations for the System. The Lease Boundary Line shall not extend outside of the Acceptable Siting Area Land. Until the final Lease Boundary Line is established, any reference to the Premises herein shall be deemed to be the Acceptable Siting Area.

(c) Within ninety (90) days following the Construction Commencement Date (as defined in Section 4(a) below), Tenant shall obtain and deliver to Landlord an ALTA survey (the “Survey”), which shall set forth and conclusively establish (1) the metes and bounds legal description of the Lease Boundary Line, and (2) the net acreage (the “Acreage”, and each such acre, an “Acre”) of the Premises, being the total Acreage located within the Lease Boundary Line.

The parties agree that (A) the Lease Boundary Line and Acreage set forth in the Survey shall be incorporated into this Lease as if fully set forth herein without amendment to this Lease, and (B) the Acreage set forth in the Survey shall be the Acreage used for purposes of computing Rent, as applicable. Landlord acknowledges and agrees that the final Acreage of the Premises as established by the Survey may be less than the approximate acreage of the Land set forth in the Basic Lease Terms Summary, which would have the effect of reducing the Rent payable under this Lease, or in the alternative, may be more than the approximate acreage of the Land set forth in the Basic Lease terms Summary, which would have the effect of increasing the Rent payable under this Lease. If requested by Tenant, Landlord shall provide written consent to the foregoing or an amendment to this Lease expressly incorporating the Survey into this Lease as provided in this Section 2(c).

3. **Diligence Period.**

(a) The Initial Diligence Period shall commence on the Effective Date. Within thirty (30) days after the Effective Date, Tenant shall pay to Landlord the Initial Diligence Period Fee. Landlord and Tenant acknowledge and agree that the Initial Diligence Period Fee (and the Extended Diligence Period Fees, if applicable) have been bargained for and agreed to as consideration for the Diligence Period (as defined below), Tenant's right to terminate this Lease pursuant to Section 3(f), and for Landlord's execution and delivery of this Lease. Such consideration is in addition to and independent of all other consideration provided in this Lease, and is nonrefundable in all events. This Section 3(a) shall survive termination of the Lease.

(b) Tenant may elect to extend the Initial Diligence Period by the Extended Diligence Periods by providing written notice to Landlord prior to the expiration of the Initial Diligence Period (or the preceding Extended Diligence Period, as applicable), and paying to Landlord the applicable Extended Diligence Period Fee within thirty (30) days after the expiration of the Initial Diligence Period (or the preceding Extended Diligence Period, as applicable). If Tenant does not elect to exercise any Extended Diligence Period, the applicable Extended Diligence Period Fee shall not be payable to Landlord. The Initial Diligence Period and the Extended Diligence Periods, if exercised, shall be collectively referred to as the "**Diligence Period**".

(c) During the Diligence Period, Tenant (and its agents, representatives, consultants and affiliates) shall be permitted access to the Premises during normal business hours following not less than twenty-four (24) hours' notice to Landlord, for purposes of conducting (at Tenant's expense) any and all investigations or testing of the Premises as Tenant may deem necessary, appropriate or convenient, including without limitation, the surveying or investigation of environmental, soils, biological, cultural, historical, boundary or geotechnical matters; provided that any damage to Premises caused by Tenant (and its agents, representatives, consultants, and affiliates) during such testing or investigation shall be promptly repaired by Tenant (at Tenant's expense) and restored to approximately the same condition as prior to the start of Tenant's activities, with the exception of crop damage, which shall be handled in accordance with Section 11. Tenant is hereby authorized to undertake direct discussions and/or negotiations with any governmental entity or other agency, body or organization that has jurisdiction over the Premises (including, without limitation, any city, county state or federal agency) in regards to the Premises

and the Intended Use. However, in such discussions and/or negotiations, the Tenant shall under no circumstances represent or claim to represent the Landlord. Further, the Tenant shall not willfully engage in discussions unrelated to the Intended Use of the Premises or provide any information that is not necessary to perform diligence for the Premises.

(d) Landlord shall provide to Tenant, using good faith efforts, any of the following in Landlord's possession or control, within five (5) days following the Effective Date: (1) any notice of violation of any law or regulation, including zoning laws applicable to the Premises, (2) any "Phase I" and other environmental assessment reports regarding the Premises, (3) Landlord's most recent survey and title insurance policy and title reports relating to the Premises, (4) any governmental permits, licenses or approvals for the Premises, (5) tax bills, contracts and agreements relating to the Premises, and (6) any other surveys, physical condition reports, notices regarding zoning or government action with respect to the Premises

(e) Landlord acknowledges that Tenant may obtain, at Tenant's expense, a title insurance policy insuring Tenant's leasehold interest in the Premises. Landlord agrees to reasonably assist Tenant in obtaining such title policy by supplying any information reasonably requested by the title insurance company in connection with issuing such title policy.

(f) During the Diligence Period, Tenant may terminate the Lease, for any reason or no reason, exercisable upon written notice from Tenant to Landlord of its election to terminate delivered on or before the expiration of the Diligence Period (as may be extended pursuant to Section 3(b) above), in which event Landlord and Tenant shall have no further rights or obligations under this Lease except as otherwise expressly provided in this Lease.

4. Lease Term.

(a) The Initial Term shall commence on the date that Tenant begins construction of the System on the Premises as confirmed by written notice from Tenant to Landlord (the "**Construction Commencement Date**") and shall continue for the entire Initial Term unless modified or earlier terminated pursuant to the terms hereof. If the Initial Term does not commence on the first day of a month, then the Initial Term shall not end until the last day of the last month of the Initial Term. For avoidance of doubt, if the Initial Term has not started by the end of the Second Extended Diligence period, then either party shall have the option of terminating this Lease subject to the notice and cure provisions under Section 20 and Section 30 herein.

(b) Tenant shall have the option to extend the Initial Term for the Renewal Terms by providing Landlord with written notice no later than sixty (60) days prior to the expiration of the Initial Term (or the preceding Renewal Term, as applicable). If Tenant fails to timely give such notice, Tenant's right to exercise such Renewal Term shall nevertheless continue until expiration of the notice and cure provisions under Section 20 and Section 30 herein (in which event Tenant may exercise such Renewal Term at any time until the expiration of such applicable notice and cure period). The parties intend to avoid forfeiture of Tenant's rights to extend the term of this Lease under any of the Renewal Terms because of Tenant's inadvertent failure to give timely notice. The Renewal Terms shall be subject to all the terms and provisions of this Lease. The Initial Term and any Renewal Terms, if exercised, shall be collectively referred to as the

“Term”.

5. Termination of Lease.

(a) Tenant shall have the right to terminate this Lease as to all or any part of the Premises as follows: (i) pursuant to the failure of any condition described in Section 5(b) below, or (ii) after the expiration of the Diligence Period but prior to the construction and commercial operation of the System, upon Tenant's determination, in Tenant's sole and absolute discretion, that it would not be commercially reasonable to proceed with the construction and operation of the System; *provided*, that if Tenant so terminates pursuant to this clause (ii) after the occurrence of the Rent Commencement Date, then such termination shall be effective as of the date that Tenant notifies the Landlord of such termination. If this Lease is terminated as to only a portion of the Premises, this Lease shall remain in effect as to the remainder of the Premises.

(b) Tenant's obligation to pay Rent and continue this Lease is at all times expressly subject to satisfaction of each of the following conditions: (i) Tenant's obtaining and maintaining all necessary or required approvals from state, federal and local authorities, (ii) Tenant's obtaining and maintaining any agreement that is necessary for the operation of the System and the sale and delivery of the electricity generated by it, including without limitation an interconnection agreement with the applicable utility company, and (iii) Tenant's ability to continuously operate the System and utilize the Premises for the Intended Use. If any of the foregoing conditions are not satisfied at any time following the Effective Date, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

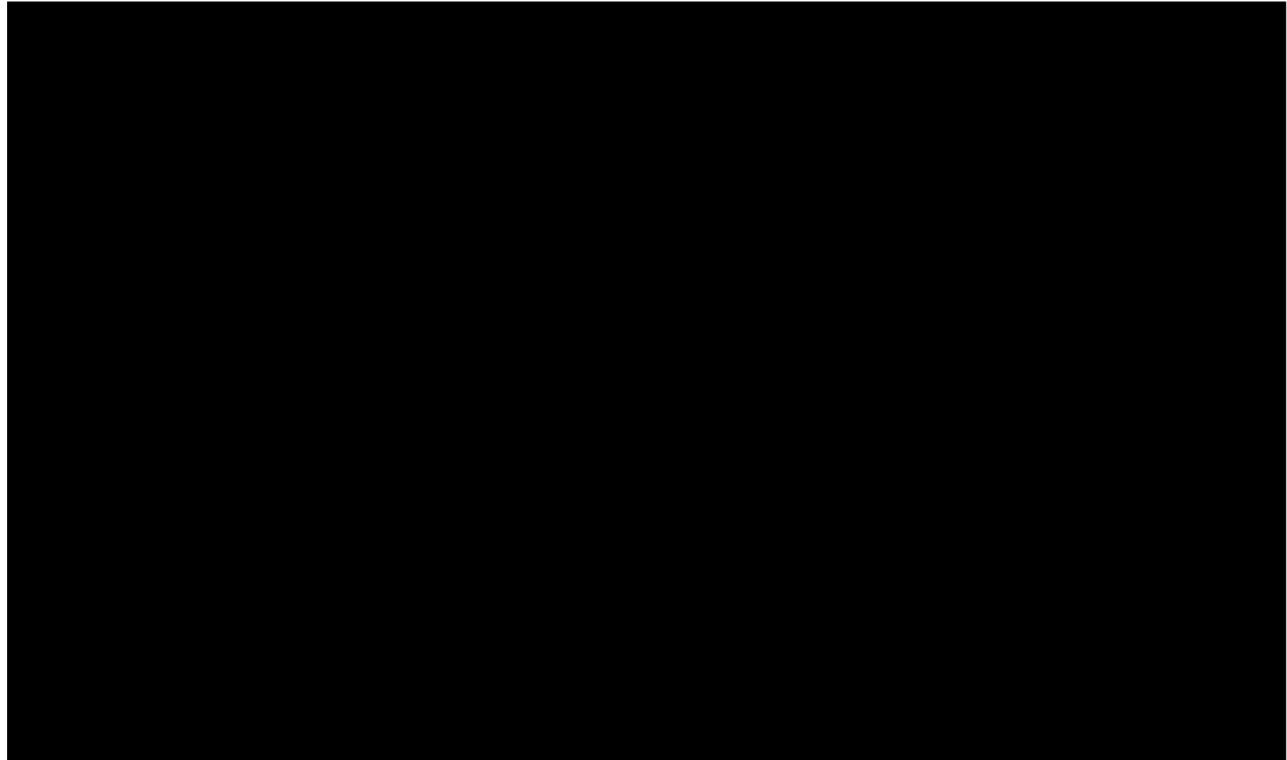
(c) Either party may terminate this Lease following an uncured Default by the other party, as defined in Section 20, subject to the notice and cure provisions under Section 20 and Section 30 herein.

6. Rent Commencement.

(a) Tenant's obligation to pay Rent shall commence on the earlier of: (i) the expiration of the Diligence Period (as may be extended pursuant to Section 3(b) above) or (ii) the Construction Commencement Date (the earlier of such dates, the “**Rent Commencement Date**”). For the avoidance of doubt, the Construction Commencement Date shall not be deemed to have occurred as a result of (and the Rent Commencement Date shall not be triggered by): (1) Tenant's due diligence activities on the Premises (including, without limitation, any surveying, soil or environmental testing or similar work) or (2) any work performed by or on behalf of the servicing utility company. Upon the occurrence of the Rent Commencement Date, Tenant shall send a written notice to Landlord confirming the occurrence of the Rent Commencement Date.

(b) Landlord shall furnish Tenant with a signed, completed form W-9 within twenty (20) business days following the Effective Date and thereafter within ten (10) days of any event causing a change in any of the information set forth in the previously-delivered W-9, including any transfer or assignment of the Landlord's interest in the Lease. Tenant shall be entitled to delay delivery of Rent or any other payment due under this Lease, including the Initial Diligence Period Fee, until it receives such W-9.

7. Rent; Payment Schedule; Rent Escalation.



(i) Rent shall be payable in advance in monthly installments due on each the first business day of each month during the Term (each, a “**Rent Payment Date**”); provided, that the first installment of Rent shall be due 60 days following the Rent Conversion date and shall be prorated, on a daily basis, for the period between the Rent Conversion date and the first Rent Payment Date. If Tenant elects to terminate this Lease prior to the Rent Commencement Date in accordance with the terms of this Lease, no Rent shall be due or payable.

(ii) If any overdue installment of rent is not received by Landlord within ten (10) days after it is due, the Tenant will pay a late fee to Landlord in the amount of five percent (5%) of the unpaid delinquent rent amount, and Tenant shall pay interest of 1.5% per month on the unpaid balance due until the principle and the interest is paid in full.

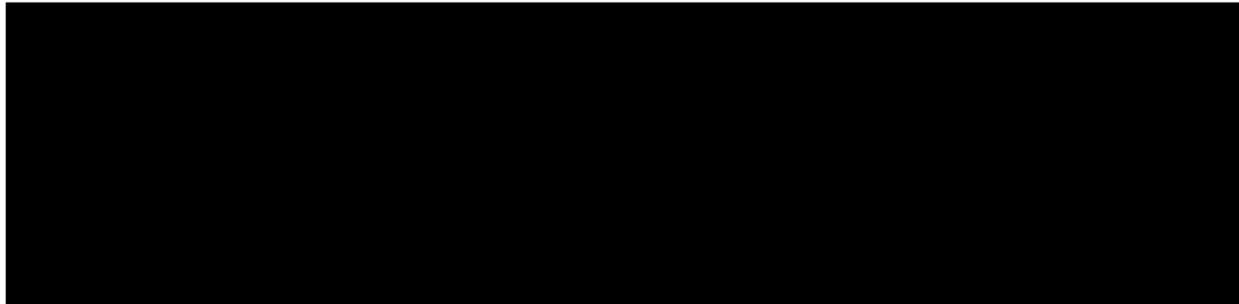
(d) For purposes of clarification only, Tenant and Landlord acknowledge and agree that Rent shall be determined in accordance with this Section 7 during the entire Term of the Lease, including any Renewal Term.

8. System

(a) Use. The rights granted to Tenant in this Lease permit Tenant, without

limitation, except the Tenant agrees to at all times abide by all local, state and federal laws, regulations and rules applicable to the System, to construct, erect, install, operate, maintain, reinstall, enhance, replace, relocate and remove, from time to time, the System on the Premises or for any lawful purpose. Additionally, in the event the System (as defined below) is found to interfere with Landlord's wireless signal as shown in Exhibit B, then Tenant shall pay for any required signal booster or relocation of transmitter/receiver as needed to restore service. The "System" shall include, without limitation, the following:

- (i) meteorological and solar measuring equipment, including, but not limited to, insolation monitoring towers and all necessary and proper appliances and fixtures for use in connection with said towers, to determine the feasibility of solar energy conversion on the Property, on adjacent property or elsewhere;
- (ii) solar panels, batteries, inverters, steel racking, foundations and concrete pads, support structure, footings, anchors, fences and other fixtures and facilities, maintenance, security, office and/or guest facilities, staging areas for the assembly of equipment, power generation facilities to be operated in conjunction with large solar installations, control buildings, laydown areas, crane pads, and related facilities and equipment;
- (iii) electrical wires and cables required for the gathering and transmission of electrical energy and/or for communication purposes, which may be placed overhead on appurtenant support structures or underground, and one or more substations or interconnection or switching facilities from which Tenant may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy (collectively, "Transmission Facilities"), together with the appropriate rights of way on, along, in and under the Premises; and
- (iv) electrical wires and cables required for the gathering and transmission of electrical energy and/or for communication purposes, which may be placed overhead on appurtenant support structures or underground, and one or more substations or interconnection or switching facilities from which Tenant may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy (collectively, "Transmission Facilities"), together with the appropriate rights of way on, along, in and under the Premises; and
- (v) within the Acceptable Siting Area, one System access road, fencing, machinery and equipment that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing.
- (vi) any other improvements, including, buildings, structures, additional roads, and facilities shall not be constructed without prior written permission from the Landlord.



10. **Utilities; Maintenance.** During the Term, (a) Tenant shall arrange and pay for all public utility services used on the Premises by Tenant, and (b) Tenant shall be responsible for the repair and maintenance of the entire Premises, at its sole cost and expense, including any portion of the Premises located outside of the proposed fenced area, and shall maintain the grounds around the System when necessary, and shall maintain any access road(s) during the term in a good and workmanlike manner and in compliance with all Applicable Laws or Regulations.

11. **Crops.** Prior to the Construction Commencement Date, Landlord may plant farm crops or enter into a lease for the planting of farm crops on the Premises (so long as any such lease does not have a term longer than one (1) year); provided, that Landlord shall provide Tenant with written notice thereof prior to the planting of such crops, or commencement of planting activities such as fertilizing, or execution of any such farm lease, which notice shall include the estimated date(s) for planting and harvesting such crops. Following receipt of such notice, Tenant may, in Tenant's sole and absolute discretion, elect to (i) delay the Rent Commencement Date until the earlier of the date that any crops actually planted on the Premises are harvested or one year following the date of such notice, or (ii) commence construction of the System and pay the owner of any crops actually planted an amount equal to the fair market value of the portion of any crop or agricultural input such as herbicides or fertilizer that cannot reasonably be harvested and sold solely as a result of the construction of the System. Even if farm crops are planted on the Premises prior to the Rent Commencement Date, Tenant shall nevertheless have the right to enter onto the Premises to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analyses on the Premises as Tenant deems necessary, useful or appropriate, provided that Tenant shall pay the owner of any crops actually destroyed during such activities an amount equal to the fair market value of the portion of any crop or agricultural input such as herbicides or fertilizer that cannot reasonably be harvested and sold solely as a result of the testing, inspection and analysis activities. If a crop is growing and subsequently destroyed by Tenant, Tenant agrees to pay Landlord the fair market value on the acreage destroyed determined by the average yield of either the remaining crop on that land, or the average yield of the closest similar crop. Any crop damage that may be reasonably estimated to be less than Two Hundred and Fifty Dollars (\$250.00) shall be deemed immaterial, and shall not require the Tenant to compensate the owner of the crops.

12. **Tenant's Property.**

(a) The System and its constituent parts, together with any and all improvements or other features constructed on, or personal property installed or placed on the Premises by or for Tenant, including without limitation, machinery, fixtures, trade fixtures,

equipment, racking, inverters, cables, solar panels, batteries and other personal property (collectively, “**Tenant's Property**”) are personal property within the meaning of Article 9 of the UCC (as defined in Section 47 below) regardless of the manner of attachment to the Premises. Tenant's Property is and shall at all times during the Term be deemed to be the property of Tenant (subject to any Transfer in accordance with Section 29 and Section 30(a)), to be removed at Tenant's expense upon the expiration or earlier termination of the Term in accordance with Section 15. The creation, attachment and perfection of security interests in Tenant's Property shall be governed exclusively by Article 9 of the UCC. For the avoidance of doubt and without limiting the foregoing, Landlord hereby waives all rights to levy, distraint, possession or landlord's lien against Tenant's Property, if any, and shall not cause the creation of, or attachment to, Tenant's Property of any liens (including mechanics' and judgment liens) or other encumbrances. For the avoidance of doubt, Landlord is not responsible for payment of any Taxes assessed on Tenant's Property.

(b) The parties hereto acknowledge that the Premises consist of land only and do not include Tenant's Property. Any claim to a lien or encumbrance upon the Premises, arising from any act or omission of Landlord, shall accrue only against the real estate owned by Landlord, and not against Tenant's Property, and shall be subject to this Lease. If any such lien or encumbrance shall be filed against Tenant's Property as a result of Landlord's actions, Landlord shall, without cost or expense to Tenant, promptly and within a reasonable time cause such lien or encumbrance to be discharged of record by payment, statutory lien release bond, court order or otherwise as provided by law. Landlord shall not permit any sale, foreclosure or forfeiture of the Premises by reason of nonpayment of a lien caused by Landlord or anyone claiming by or through Landlord. Landlord shall immediately notify Tenant of, and send Tenant a copy of, any notice Landlord receives claiming that Landlord is late or in default regarding any obligation Landlord has to pay money to any lender or third party holding a mortgage or other lien affecting the Premises.

(c) Tenant shall, without cost or expense to Landlord, promptly and within a reasonable time, cause any lien or encumbrance on the Premises, not related to the Tenant's financing of the System as allowed in Section 29, arising from any act or omission of the Tenant, be discharged of record by payment, statutory lien release bond, court order or otherwise as provided by law.

13. **Use and Occupancy.** Tenant shall use the Premises for the Intended Use (including all lawful uses that are incidental to or not inconsistent with the Intended Use).

14. **Alterations and Construction Rights.** Tenant may, at its expense, consistent with the limitations and Landlord consent required in Section 8, remove and/or alter any existing improvements on the Premises, and make any alterations, additions, improvements and changes to the Premises that Tenant deems reasonably necessary in the operation of its business and the Intended Use, including, without limitation, installation of the System, fencing, security devices and/or signage, and excavating, grading, leveling or otherwise modifying the Land; provided, that such alterations, additions, improvements and changes are made in compliance with applicable laws. Landlord shall sign and deliver all applications and other documents, and shall take all such other actions, as are reasonably requested by Tenant, at Tenant's expense, in connection with obtaining any re-zonings, variances or other approvals as Tenant shall deem necessary or desirable

in connection with the operation of the Premises.

15. **End of Term.** At the expiration or earlier termination of the Term, Tenant shall completely remove all of Tenant's Property and vacate the Premises. If termination or expiration shall happen before the end of the full forty-year Term, including both Renewal Terms, then Tenant shall have one hundred twenty (120) days to remove all of Tenant's property and vacate the Premises. Otherwise, if both Renewal Terms are elected, Tenant shall ensure all of Tenant's Property is removed not later than the expiration of the full forty-year Term. The removal of Tenant's Property shall be completed in a manner that does not unreasonably and adversely affect the suitability of the Premises to be used for the same purposes existing as of the Effective Date, and Tenant shall leave the Premises free of any conditions created by Tenant which present a current unreasonable risk of harm to Landlord or members of the public. For the avoidance of doubt, Tenant shall have no obligation to restore any improvements demolished and removed from the Premises as permitted under Section 14, with the exception of those certain underground drainage tiles within the Acceptable Siting Area which were disclosed by Landlord to Tenant in advance and are required for proper drainage of the Premises. Additionally, Tenant shall not be required to replant any trees or farm crops removed in connection with the construction of the System.

16. **Decommissioning.** The Tenant and Landlord shall jointly develop a Decommissioning Plan, covering the parties responsibilities at the end of the System's life, prior to the Construction Commencement Date. This decommissioning plan shall include but is not limited to, items such as the timing of decommissioning requirements, decommissioning funding, equipment removal, equipment recycling/salvage, and restoration. Tenant also agrees to obtain either insurance, bond, letter of credit or similar coverage acceptable to Landlord or in accordance with any laws or regulations, to cover the estimated net expenses involved with the dismantling and removal of Tenants property or assets in the case of Tenants bankruptcy or the ending of Tenants business wherein Tenant is no longer monetarily responsible for its property or assets located upon the leased premises during the Term of this Lease. Once the North Carolina Environmental Management Commission develops end of life rules for photovoltaic modules and energy storage system batteries, in accordance with HB 329 (2019), the parties will reevaluate the decommissioning plan to conform the plan to the requirements of the Environmental Management Commission rules. Notwithstanding the foregoing, regardless of any additional requirements issued by the Environmental Management Commission, the Decommissioning Plan shall include, at a minimum, an affirmative obligation for Tenant to restore the Premises as required under Section 15 and such Decommissioning Plan shall survive termination or expiration of this Lease.

17. **Taxes.**

(a) During the Term, Tenant shall pay Tenant's Portion (calculated in accordance with this Section 17(a)) of the Tax Bill, applicable to each tax year or part thereof which falls within the Term. Landlord shall provide Tenant with copies of all invoices, bills and notices (collectively, "**Tax Bills**") regarding all real estate and ad valorem taxes and assessments imposed or levied on the Premises by any applicable government taxing authority (each, a "**Tax**", and collectively, "**Taxes**"), within thirty (30) days of Landlord's receipt of any such Tax Bill. Landlord shall remit payment directly to the taxing authority for the entire amount of any Tax Bill

and, within thirty (30) days after Landlord notifies Tenant that such payment has been made, Tenant shall reimburse Landlord for the portion of the Tax Bill allocable to the Premises (such portion, "**Tenant's Portion**"), which portion shall bear the same relationship to the total Tax Bill as the Premises bears to the larger tax parcel. Once the Lease Boundary Line is established, the parties shall confirm Tenant's Portion in a written confirmation. Without limiting the foregoing, Tenant shall have the right, but not the obligation, at any time during the Term to pay the entire Tax Bill on Landlord's behalf and deduct any amounts not attributable to Tenant's Portion from future installment payments of Rent.

(b) Without limiting Section 17(a), if Tenant's use of the Premises results in the revocation of a classification of the Premises as "agricultural land", "forestry land" or similar classification, thereby triggering liability for "rollback" taxes, Tenant shall pay Tenant's Portion of such rollback tax liability, together with any related interest or penalties, other than interest and/or penalties arising from Landlord's failure to timely provide Tenant with a copy of such Tax Bill.

(c) Upon Tenant's reasonable request, Landlord, at Tenant's expense, shall take such reasonable actions and do such things as necessary or desirable to facilitate any action by Tenant to contest any Tax Bill or the assessed value of the property on which they are levied, or to otherwise seek the abatement of Taxes applicable to the Premises, or to seek the separate assessment of the Premises as a distinct tax parcel if the Premises are included within a larger tax parcel. Tenant shall have the right, but not the obligation to pursue any such action.

(d) Notwithstanding anything contained in this Lease, (1) Tenant shall not be under any obligation to pay any part of any franchise, excise, estate, inheritance, income or similar tax which is or may become payable by Landlord or which may be imposed against Landlord or against the Rent payable under this Lease or upon the income or profits of Landlord by reason of any law now in force or later enacted, and (2) in the event the Premises are re-assessed for tax purposes because of transfer of ownership of the Land during the Term of this Lease, Tenant shall not be responsible for payment of any increase in taxes, charges and assessments attributable to such re-assessment, which increase shall be the sole responsibility of Landlord.

18. Fire or Other Casualty. If during the Term, all or part of the Premises or Tenant's Property are damaged by fire, wind, flood, earthquake or other casualty, with the result that, in Tenant's sole and absolute discretion, it would not be commercially or economically reasonable or desirable to repair and restore the Premises and/or Tenant's Property, as applicable, then Tenant may terminate this Lease by providing Landlord with written notice of the same and vacating the Premises in compliance with Section 15 hereof. Tenant, or its successor in interest, shall be entitled to 100% of any proceeds from casualty insurance policies maintained by Tenant.

19. Condemnation.

(a) If all or part of the Premises and/or Tenant's Property shall be subject to condemnation, the exercise of the power of eminent domain, or other governmental taking (the foregoing, collectively, a "**Taking**") with the result that, in Tenant's sole and absolute discretion, the unaffected portion of the Premises is insufficient or otherwise unsuitable for Tenant's continued

use of the Property for the Intended Use or such other use as existed at the time of the Taking (a “**Total Taking**”), then Tenant may terminate this Lease by providing Landlord with written notice of the Total Taking, the Lease shall terminate effective as of the date set forth in such notice, and Tenant shall vacate the Premises in accordance with Section 15.

(b) If all or part of the Premises and/or Tenant's Property shall be subject to a Taking that, in Tenant's sole and absolute discretion, does not constitute a Total Taking (a “**Partial Taking**”) then (i) concurrently with such Taking this Lease shall terminate with respect to the affected portion of the Premises, which Tenant shall vacate in accordance with Section 15, (ii) this Lease shall continue in full force and effect with respect to the unaffected portion of the Premises and (iii) the Acreage shall be reduced for each Acre (or portion thereof) subject to the Taking, and the Rent shall be reduced accordingly. For purposes of clarification only, Tenant shall be entitled to remove Tenant's Property from any portion of the Premises that is subject to a Taking.

(c) Tenant shall have the right but not the obligation to participate in any proceedings with respect to a Taking; in such event Landlord shall cooperate with Tenant to facilitate such participation. Neither Landlord nor Tenant shall enter voluntarily into any binding agreement or settlement related to a Taking without the prior consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

(d) The proceeds of any Taking shall be apportioned as between Landlord and Tenant as follows: Landlord shall receive an amount equal to the Takings appraised value of the Land subject to the Taking and calculated with reference to the value of the Land for agricultural use, but not the improvements constructed or placed by Tenant thereon, and Tenant shall receive such amounts as appraised by the Takings to compensate Tenant for the loss of use of the Premises so Taken, including any improvements constructed or placed by Tenant on the Land, and the loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such Taking, including consequential losses. If after giving effect to the foregoing there remain any unapportioned proceeds, they will be equitably apportioned as between Landlord and Tenant. Notwithstanding the foregoing, however, in the event Tenant exercises its right to terminate this Lease under this Section 19, then Tenant shall first receive all condemnation proceeds until Tenant has received an amount equal to the Takings appraised value of the System.

20. **Default; Remedies.** The failure by a party hereto to perform its obligations under this Lease, if not remedied within thirty (30) calendar days of written notice of such failure from the other party, or if such failure is not capable of being remedied within thirty (30) days, remedial action is not commenced and diligently pursued within such thirty (30) day period, shall constitute a default hereunder (a “**Default**”). Following an event of Default, the non-defaulting party may pursue any available remedies at law or in equity, subject to Section 30(b). Notwithstanding the foregoing, the non-defaulting party shall take commercially reasonable measures to mitigate damages resulting from such Default. Tenant may, in its sole and absolute discretion, elect to cure a Default on the part of Landlord, in which case Tenant shall be entitled to offset future payments of Rent or other amounts due to Landlord hereunder together with the reasonable and documented out-of-pocket expenses incurred by Tenant in pursuing to cure such Default.

21. **Indemnifications.** Landlord shall indemnify, defend and hold Tenant harmless for,

from and against any and all damages or claims caused by Landlord's sole negligence or willful misconduct, or Landlord's breach of this Lease, that Tenant may be compelled to pay or defend in connection with this Lease or Tenant's use of the Premises, except to the extent such damages or claims are directly attributable to the actions or omissions of Tenant or any of Tenant's agents or employees. Tenant agrees to indemnify, defend and hold Landlord harmless for, from and against (a) any and all damages or claims caused by Tenant's negligence or willful misconduct, or Tenant's breach of this Lease, that Landlord may be compelled to pay or defend in connection with this Lease or Tenant's use of the Premises, except to the extent such damages or claims are directly attributable to the actions or omissions of Landlord or any of Landlord's agents or employees, and (b) any environmental condition on the Landlord's Property including, without limitation, any pollution or contamination that violates any Hazardous Materials Laws, that is caused by Tenant or any of its employees, invitees, agents, contractors or any subcontractors following the effective date. As used herein, Hazardous Materials Laws shall mean any federal, state or local statutes, laws, ordinances or regulations now existing or existing after the Effective Date that control, classify, regulate, list or define Hazardous Materials. Without limiting the foregoing in any way, "Hazardous Materials Laws" include (a) the Resource Conservation and Recovery Act of 1976 (RCRA), as amended from time to time, and regulations promulgated thereunder; (b) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended from time to time, and any regulations promulgated thereunder.

22. **Notices.** All notices, elections, demands, requests, and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts or by email transmission, addressed to the party to be served at the address indicated in the Basic Lease Terms Summary above or at such other address as may hereafter be designated in writing by either party hereto, or by any other method if actually received. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

23. **Easements.** Landlord hereby grants to Tenant during the Term of this Lease (a) an easement for light, solar energy resources, access (including vehicular and pedestrian ingress and egress) and utility access over, under and across all property owned by Landlord which is adjacent to or in the vicinity of the Premises as reasonably necessary for Tenant's conduct of the Intended Use on the Premises and to access the Premises, (b) an easement for any and all encroachments of Tenant's Property onto Landlord's adjacent property, and (c) an easement over, under and across the Landlord's adjacent property for audio, visual, view, light, flicker, noise, vibration and any other effects attributable to the Intended Use of the Premises. Without limiting the foregoing, Landlord agrees to execute and deliver any separate easement agreements for the benefit of Tenant and the Premises as Tenant or the utility to which the System is interconnected (the "Utility") may reasonably request to facilitate the construction, operation and removal of the System, or otherwise in connection with Tenant's use of the Premises during the Term (collectively, the "Easements"). Landlord and Tenant (and the Utility, as applicable) shall in good faith establish the location and terms of such Easements within twenty (20) days of the request therefor, and any such Easements shall be confirmed in writing, signed by the parties and recorded in the County records against the Land and/or any property adjacent to or in the vicinity of the Premises and shall run with the Lease and inure to the benefit of Tenant (or the Utility, as applicable) and its transferees, successors and

assigns hereunder, including any Additional Notice Party. Notwithstanding the above, Tenant, or any of its employees, invitees, agents, contractors or any subcontractors agrees to abide at all times with Landlord's biosecurity measures as shown in Exhibit C when inside of the biosecurity boundary shown in Exhibit D. No biosecurity measures shall be required within the Acceptable Siting Area.

24. **Non-Disturbance Agreement.** Upon Tenant's request, Landlord shall execute, and shall use commercially reasonable efforts to cause any current beneficiaries of any mortgages/deeds of trust, or any other parties with rights in, or interests secured by Landlord's interest in, the Land or any other property owned by Landlord which is subject to an easement benefiting Tenant (collectively, "**Landlord's Land**"), to enter into an agreement with Tenant confirming that such party subordinates its rights or interests in Landlord's Land to this Lease, or solely with respect to current beneficiaries of any mortgages/deeds of trust or other parties with a security interest in Landlord's Land, that such party will not disturb or extinguish Tenant's interest in Landlord's Land and in this Lease in accordance with Section 29(c). Such agreement shall be in form and substance reasonably agreeable to Tenant and any Additional Notice Party (defined in Section 30). If Tenant and Landlord are unable to obtain such agreements from any third party holding an interest in Landlord's Land, Tenant shall be entitled (but not obligated) to make payments or performance in fulfillment of Landlord's obligations to such third party and may offset the amount of such payments or performance from amounts due Landlord under this Lease; provided, that if such obligations cannot be satisfied by the payment of money or performance by Tenant, Tenant shall have the right to immediately terminate this Lease.

25. **Landlord's Representations and Warranties.**

(a) Landlord hereby represents and warrants to Tenant that: (a) Landlord owns the Land in fee simple, and has all requisite right, power and authority to enter into this Lease, without the consent or joinder of any party not joining in the execution hereof (including spouses); (b) the execution of this Lease will not constitute a violation of nor be in conflict with nor constitute a default under any term or provision of any agreement or instrument to which Landlord is a party or by which the Premises or any part thereof is bound; (c) no hazardous or toxic substances have been released or manufactured, or are present on the Premises in amounts in excess of the lawful limit absent a permit, and no underground storage tanks (whether or not abandoned) exist on or under the Premises; (d) Landlord has not received any notice of any pending or threatened Taking, zoning change or legal, regulatory or other noncompliance relating to the Premises, or of any possible widening of the streets abutting the Premises; (e) Landlord has not received any notice of proposed curtailment of utility services to the Premises; (f) the Premises are free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants, and there are no existing liens, mortgages, or deeds of trust encumbering all or any part of the Premises; (g) there are no service or maintenance contracts affecting the Premises; (h) there are no delinquent or outstanding Taxes, liens or other impositions levied or assessed against the Premises or any larger parcel of property of which the Premises is a part; (i) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Premises, whether written or oral, recorded or unrecorded; (j) Landlord is not in the hands of a receiver nor is an application for such a receiver pending, nor has Landlord made an assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; (k) if

Landlord is a limited partnership, trust, limited liability company, corporation or other business entity, Landlord is in good standing under the laws of the state of its incorporation and the state in which the Premises are located, and the undersigned representatives of Landlord have full power and authority to execute and deliver this Lease; (l) if Landlord is one or more natural persons, except for the spouse identified on the signature page to this Lease, such natural persons are unmarried, (m) there is no underground septic system or leach field located upon the Land; (n) there are no wells, dry wells, exploration wells or monitoring wells on the Land; (o) no person or entity has buried any refuse, construction materials, garbage or any other matter of any kind or nature below the surface of the Land, (p) the Land does not support or affect any endangered species and is not within an area that is subject to any "environmentally sensitive" or "non-disturbance" designation under any law or zoning ordinance, and (q) no portion of the Land includes any archeological site, burial site, artifact or other condition of archeological, tribal or historical significance.

(b) The provisions of this Section 25, as they exist on the Effective Date, will survive the termination of this Lease. All of Landlord's representations and warranties contained in this Lease shall be true as of the Effective Date and shall be subject to any state of facts arising during the Term of this Lease without the direct or indirect, active or passive, involvement of Landlord.

26. **Insurance.** During the Term, Tenant shall maintain insurance on the terms set forth below, at Tenant's cost and expense:

(a) Commercial general liability insurance covering Tenant and System operations, written on "occurrence" policy forms, including coverage for premises/operations, products/completed operations, broad form property damage, blanket contractual liability, wild fire liability and personal injury, with no exclusions for explosion, collapse and underground perils, or fire, with coverage limits of no less than [REDACTED] for injuries or death to one or more persons or damage to property resulting from any one occurrence, a [REDACTED] general aggregate, and a products and completed operations liability aggregate limit of not less than [REDACTED]. The commercial general liability policy shall also include a severability of interest clause with no exclusions or limitations on cross liability.

(b) Automobile liability insurance covering Tenant, including coverage for owned, leased, non-owned and hired automobiles for both bodily injury and property damage in accordance with statutory legal requirements, with combined single limits of no less than [REDACTED] per accident with respect to bodily injury, property damage or death. To the extent Tenant does not own any automobiles, contingent liability for hired, leased and non-owned automobiles may be obtained through endorsement to the general liability policy required in Section 26(a) above.

(c) Workers' compensation insurance in accordance with statutory requirements at any time in which Tenant has employees, including coverage for employer's liability with a limit of not less than [REDACTED] and such other forms of insurance which Tenant is required by applicable law to provide for loss resulting from injury, sickness, disability or death of each of their employees.

(d) Umbrella or excess liability insurance with limits of not less than [REDACTED] per occurrence and annual aggregate (inclusive of the coverage requirements and limits in Sections 26(a), (b) and (c)) covering Tenant and System operations, and with a term concurrent with that of the commercial general liability insurance and automobile liability insurance required in Sections 26(a) and (b) above. The umbrella or excess liability insurance shall include as insured all persons or entities that are named as additional insureds under Tenant's commercial general liability insurance.

(e) All liability policies required in Sections 26(a), (b), (c) and (d) above that are maintained by the Tenant or on behalf of the Tenant shall expressly provide that all provisions thereof, except the limits of liability (which shall be applicable to all insureds as a group) shall operate in the same manner as if there were a separate policy covering each such insured and shall not contain an exclusion for cross liability.

(f) Landlord shall be named as additional insureds under the commercial general liability insurance and umbrella/follow form excess insurance required above by issuance of ISO form CG 20 10 11 85 or ISO form CG 20 26 11 85 or both ISO form CG 20 10 10 01 and CG 20 37 10 01 additional insured endorsements, or equivalents acceptable to Landlord, all as directed by Landlord.

(g) Insurance coverage limits included in this Lease in no way serve as a limitation of Tenant's insurance carrier(s)' legal liability.

(h) Upon Landlord's request, Tenant will promptly furnish Landlord with certificates of insurance evidencing the insurance required to be maintained under this Section 26.

27. Landlord Covenants. From and after the Effective Date until the expiration or earlier termination of the Term:

(a) Landlord shall not, without the prior written consent of Tenant, (i) institute or consent to any rezoning of the Premises; (ii) further encumber or suffer to exist the further encumbrance or Transfer of the Premises (except as caused by or on behalf of Tenant) except in accordance with Section 29 of this Lease; (iii) cause or permit any activities or conditions not currently existing at the time of the Effective Date of this Lease that would impair operation of the System (including, without limitation, by erecting or permitting to be erected any cell towers, water towers, billboards, silos, trees or any other natural or man-made structures to be placed, constructed, or to otherwise exist on any property owned or controlled by Landlord that may diminish the quantity of sunlight that otherwise would reach the Premises or that may cause shade or shadows upon the Premises or any portion thereof, and Landlord shall not emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to insolation on the Premises, or burn or permit the burning of garbage, plant, shrub, and yard trimmings or other vegetation that could adversely affect insolation levels on the Premises), and, upon written notice from Tenant, (iv) cause or permit the violation of any applicable laws, rules, regulations or ordinances applicable to the Premises; or (v) commence (or have commenced

against it) any voluntary or involuntarily proceedings in bankruptcy, insolvency or similar proceedings with respect to Landlord.

(b) Landlord shall promptly give Tenant a copy of any notice of any kind received by Landlord regarding the Premises or any Taxes thereon.

(c) Landlord shall comply with and perform all of its covenants, agreements and obligations to third parties, including, but not limited to, payment of government property taxes and assessments (to the extent required under this Lease), and payment and performance of any mortgage or other financing obligations owed to lenders, which affect or relate to the Premises.

28. Memorandum of Lease. This Lease shall not be recorded; however, within five (5) days following Tenant's request, Landlord and Tenant shall execute a memorandum of this Lease in recordable form, setting forth the following provisions of this Lease, including, without limitation: (a) all information required by law, (b) restrictions on Transfers, (c) any unexercised Renewal Term options, (d) Tenant's Exclusivity Right as set forth in Section 42, (e) the easement rights granted to Tenant hereunder, and (f) such other provisions of this Lease as the parties may mutually agree to incorporate therein. Tenant shall cause the memorandum of lease to be recorded in the County records against the Land and any other property of Landlord (if applicable).

29. Assignments; Transfers. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns, subject to the following terms and conditions:

(a) Tenant may (i) assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, to an affiliate, or (ii) collaterally assign this Lease as part of Tenant's financing of the System without Landlord's prior consent; provided that Tenant shall notify Landlord within a reasonable time after such Transfer. Tenant may also assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, to a non-affiliated third-party but only with Landlord's prior consent. If Tenant assigns its entire interest in this Lease to a party that expressly assumes in writing all obligations of Tenant under this Lease arising after the effective date of the assignment, Tenant shall be released or discharged from all of its covenants and obligations under this Lease, except such obligations as shall have accrued prior to the effective date of any such assignment or transfer, and Landlord agrees to look solely to Tenant's assignee for performance of such obligations.

(b) Landlord shall give Tenant at least thirty (30) days' prior notice of any Transfer (as defined in Section 30 below) by Landlord of its interest in the Land or in this Lease. In addition, any such Transfer shall be expressly subject to this Lease, and Landlord shall not transfer the fee interest in the Premises unless the assignee assumes all of Landlord's obligations under this Lease, any easements granted to Tenant (as applicable) and any consents granted to Tenant's lenders. For example, but without limiting the foregoing, the Lease shall remain prior in interest to any mortgage entered into by Landlord after the Effective Date. For Transfers pursuant to the death or disability of Landlord, Landlord's executor or successor in interest should endeavor to provide notice of such Transfer (or proceedings that will result in such a Transfer) to Tenant as promptly as possible under the circumstances. Landlord shall notify Tenant of the closing of such

Transfer, and if applicable, the name and contact information of the successor to Landlord's interest hereunder and payment instructions for future payments of Rent and other amounts due under the Lease; provided, that Landlord shall indemnify Tenant for, from and against losses arising from Tenant's payment of Rent or other amounts as so directed.

(c) At any time that the Premise is made subject to any Security Document(s) (including, without limitation, prior to the Effective Date), Landlord shall use commercially reasonable good faith efforts to cause the mortgagee and any lessor to deliver to Tenant an Subordination, Non-Disturbance, and Attornment Agreement ("SNDA"), providing in part that so long as Tenant is not in default under this Lease after the expiration of any applicable notice and cure periods, Tenant may remain in possession of the Premise under the terms of this Lease, even if the mortgagee or its successor should acquire Landlord's title to the Premise. The foregoing obligation shall apply if the Premise is currently subject to any Security Document(s), and Landlord shall use commercially reasonable efforts to cause the mortgagee and any lessor (whether under a ground or master lease) to deliver to Tenant an SNDA within sixty (60) days after the Effective Date. Notwithstanding the foregoing, Landlord and Tenant agree that a mutually acceptable SNDA must be fully executed prior to the expiration of the Diligence Period and the start of the Initial Term. If an executed SNDA is not received prior to the expiration of the Diligence Period, then Tenant shall exercise its right to terminate the Lease pursuant to Section 3(f) herein.

30. **Third Party Protections.** Tenant may (i) pledge, sell, grant and/or assign, sublease, mortgage and otherwise transfer (each, a "Transfer") this Lease or Tenant's leasehold interest in the Premises, in whole or in part, to an affiliate without Landlord's prior consent, or (ii) collaterally assign this Lease or Tenant's leasehold interest in the Premises, in whole or in part, in connection with the financing or re-financing of Tenant's Property without Landlord's prior consent. Any sale, grant, assignment or sublease of this Lease or Tenant's leasehold interest in the Premises to a non-affiliated third-party shall be subject to Landlord's prior consent. If Tenant shall notify Landlord in writing of the existence of, and contact information for, any third party (including, without limitation, any tax-credit equity providers) with a security interest or other interest in the Lease, whether via a collateral Transfer, mortgage, deed of trust, or otherwise (any such third party, an "**Additional Notice Party**"), then the following provisions shall apply until such time as Landlord shall receive written confirmation that such Additional Notice Party's interests in this Lease, the System or the Premises are released:

(a) Without limiting Section 34, no assignment, amendment, election to terminate or other modification of this Lease shall be effective unless approved by the Additional Notice Party in writing, provided, however, that Landlord's election to terminate following an event of Default by Tenant that remains uncured after the applicable notice and cure periods pursuant to Section 20 and this Section 30 shall not require approval by the Additional Notice Party if such Additional Notice Party has failed to enter into a new lease under Section 30(d) hereunder. In the event Tenant acquires fee ownership of the Land, or in the event of Tenant's voluntary surrender of the leasehold estate, there shall be no merger of the leasehold estate created by this Lease with the fee without the prior written consent of the Additional Notice Party, which consent may be granted, conditioned or withheld in the Additional Notice Party's sole and absolute discretion.

(b) If any event of Default by Tenant remains uncured following the applicable cure period under Section 20, Landlord shall send written notice of such uncured Default to each Additional Notice Party at the address provided therefor, whereupon the Additional Notice Party shall have an additional thirty (30) days during which it may, in its sole and absolute discretion, cure such Default on Tenant's behalf. Landlord may not pursue any remedy for such Default unless it remains uncured following the expiration of such Additional Notice Party's thirty (30) day cure period. No notice shall be effective against an Additional Notice Party unless and until actually received by such Additional Notice Party.

(c) Neither the bankruptcy nor the insolvency of Tenant shall be grounds for terminating this Lease as long as the Rent and all other obligations of Tenant hereunder are paid or performed by or on behalf of Tenant or the Additional Notice Party in accordance with the terms of this Lease.

(d) Subject to Section 30(b), if this Lease is terminated pursuant to a Tenant Default, Landlord shall enter into a new lease with Additional Notice Party or its nominee on the same terms as set forth herein, and for a term equal to the then-unelapsed portion of this Lease, with an option to extend for any then-remaining Renewal Term(s). Such new lease shall be effective as of the date of termination of this Lease. If more than one Additional Notice Party makes a request for a new lease pursuant hereto, the new lease shall be delivered to the Additional Notice Party with a security interest in this Lease which is prior in lien, and the request of any Additional Notice Party without a security interest in this Lease or whose lien is subordinate shall be void and of no further force or effect.

(e) If this Lease is terminated pursuant to a rejection in bankruptcy or other similar proceeding with respect to Landlord, then Landlord, or its successor in interest to the Land, if any, shall enter into a new lease with Tenant on substantially the same terms as this Lease and for the then otherwise unexpired portion of the Term. Such new lease shall be effective as of the date of termination of this Lease.

(f) An Additional Notice Party shall have the right, subject to the terms and conditions of this Lease: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and operate the Tenant's Property, the leasehold estate or any portion thereof and to perform all obligations to be performed by Tenant hereunder, or to cause a receiver to be appointed to do so; and (d) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third party. Landlord's consent shall not be required for the acquisition of the encumbered leasehold estate or subleasehold estate by a third party who acquires the same by or subsequent to foreclosure or assignment in lieu of foreclosure. During any period of possession of the Premises by an Additional Notice Party (or a receiver requested by such Additional Notice Party) and/or during the pendency of any foreclosure proceedings instituted by an Additional Notice Party, the Additional Notice Party shall pay or cause to be paid all other monetary charges payable by Tenant hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Tenant's leasehold estate by the Additional Notice Party or its assignee or designee

as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale and subject to the provisions of this Section 30(f), this Lease shall continue in full force and effect and the Additional Notice Party or party acquiring title to Tenant's leasehold estate shall, within thirty (30) days, commence the cure of all defaults hereunder and thereafter diligently process such cure to completion.

(g) Subject to the terms and conditions hereof, Landlord hereby waives any lien, security interest, or claim of any nature that Landlord now has or may hereafter have by statute, rule, regulation, common law, agreement or otherwise, in and to Tenant's Property and other of Tenant's property that is or may be from time to time hereafter located at the Premises and/or the Landlord's adjacent property, if any, and to which Tenant at any time has granted or will grant a security interest to an Additional Notice Party (all such property and the records relating thereto shall be hereafter called the "Collateral"). Landlord recognizes and acknowledges that any claim or claims ("Claims") that an Additional Notice Party has or may have against such Collateral by virtue of any lien or security interest are superior to any lien, security interest, or claim of any nature that Landlord now has or may hereafter have to such Collateral by statute, rule, regulation, common law, agreement or otherwise. The waiver provided for herein shall be effective until the discharge of the Claims. Landlord further agrees to notify any purchaser of the Premises and/or the Landlord's adjacent property and any subsequent mortgagee or other encumbrance holder of the existence of the foregoing waiver of Landlord's lien rights, which shall be binding upon the executors, administrators, successors and transferees of Landlord, and shall inure to the benefit of the successors and assigns of any Additional Notice Party. Landlord hereby irrevocably agrees and consents to refrain from taking any action to bar, restrain or otherwise prevent an Additional Notice Party from the Premises for the purpose of inspecting the Collateral.

(h) Landlord agrees to execute and deliver such documents and instruments, including, without limitation, an amendment to this Lease, an amendment to any recorded memorandum of lease or a subordination agreement, as may be reasonably requested by an Additional Notice Party or in furtherance of a Transfer related to the financing or re-financing of the System, to allow such Additional Notice Party reasonable means to protect or preserve the System or its collateral interest in the Lease; provided, that Landlord shall not be required to amend this Lease in any way that would extend the Term, decrease the Rent or otherwise in any material respect adversely affect any rights of Landlord. Each party shall bear its own expenses, including legal expenses, in connection with any request for the execution and delivery of additional documents and instruments in accordance with this Section 30(h).

31. **Estoppel.** Upon the request of either party (or any Additional Notice Party), the non-requesting party shall deliver to the requesting party a certificate setting forth the material terms of the Lease, the existence of any Default under the Lease, the date through which Rent has been paid and any amounts on deposit with Landlord, the current Rent rate, and such other reasonable terms requested by the requesting party. The failure by the non-requesting party to respond to such request within fifteen (15) days shall constitute an event of Default, and in addition, shall result in the deemed acceptance, approval and confirmation of the truth of the matters set forth in the certificate sent with the original request.

32. **Brokerage Commission.** Landlord and Tenant each hereby indemnify and save

the other harmless for, from and against all losses, costs and expenses incurred by reason of a breach of such representation and warranty.

33. **Governing Law.** This Lease shall be construed and enforced in accordance with the laws of the state in which the Land is located, and any disputes arising from or relating to this Lease shall be construed, governed and interpreted and regulated under the laws of such state.

34. **Interpretation; Amendment.** The terms of this Lease shall not be amended, restated, changed or otherwise modified except in a writing signed by Landlord, Tenant and any Additional Notice Party. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

35. **Integration; Anti-Merger.** This instrument, including the attached Exhibits, contains the complete agreement of the parties regarding the subject matter of this Lease, and there are no oral or written conditions, terms, understandings or other agreements pertaining thereto which have not been incorporated herein. This instrument creates only the relationship of landlord and tenant between the parties as to the Premises; and nothing in this Lease shall in any way be construed to impose upon either party any obligations or restrictions not expressly set forth in this Lease. This Lease shall continue until the expiration or termination of the Lease and Term, and shall not be extinguished by operation of law pursuant to the acquisition by a single party of the interests in both Tenant and Landlord hereunder.

36. **Exclusive Control; Quiet Enjoyment.** Tenant shall have exclusive control, possession, occupancy, use and management of the Premises on and after the Rent Commencement Date, subject to the terms of this Lease and any easements or security instruments existing on the Effective Date, or as caused by Tenant, and Landlord shall warrant and defend Tenant's right to quietly hold and enjoy the Premises. Tenant, and its agents, guests, subtenants and designees, and any Additional Notice Party, shall have access to the Premises at all times after the Rent Commencement Date, and neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises except as specifically permitted hereunder, or unless required by statutes, laws or regulations, whether federal, state or local, that negatively affect Landlord's property outside of the ground pertaining to this Lease. For the avoidance of doubt, this Lease does not convey any subsurface oil, gas, mineral, liquid or other subsurface rights (collectively, "**Mineral Rights**") to Tenant; provided, however, that Landlord shall not engage in, and shall not permit, any activity, including, without limitation, the extraction of minerals, oil, gas, liquid or other substances, if such activity could result, in Tenant's sole and absolute discretion, in a failure of subsurface support for the Premises or otherwise impair or adversely affect Tenant's Property or Tenant's use of the Premises. The foregoing sentence shall be a covenant running with the Land binding upon any party owning any interest in, or rights to develop or use such Mineral Rights. To the best knowledge of Landlord, Landlord is the sole owner of the Mineral Rights and Landlord holds good, indefeasible and insurable title to the Mineral Rights.

37. **Waiver.** The waiver by any party of any instance of a breach of any covenant or agreement herein shall not be deemed to constitute waiver of any subsequent breach of the same or any other covenant or agreement under this Lease.

38. **Nonrecourse.** The performance of this Lease by Landlord and Tenant shall be secured by their respective interests in the Premises. Except for such interests in the Premises, neither Landlord's, nor Tenant's property or assets (including without limitation Tenant's Property), shall be subject to levy, execution or any other enforcement procedure in connection with the satisfaction of liability under this Lease.

39. **Consents; Further Assurances.** Each party shall execute and deliver such further documents and perform such other acts, as may be reasonably necessary to achieve the parties' intent in entering into this Lease. The parties further agree that, to the extent the consent or approval of either of them is required, requested or appropriate under this Lease, such consent or approval shall not be unreasonably or unduly withheld, delayed, or conditioned, and except as may otherwise be expressly provided for herein, each party shall bear its own costs and expenses, including legal costs, in connection with such consent or approval.

40. **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original once executed and delivered. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile were an original thereof.

41. **Survival.** Upon the expiration or earlier termination of this Lease in accordance with its terms, this Lease shall cease to have force and effect, unless the context requires otherwise to achieve the parties' intent with respect thereto.

42. **Exclusivity.** Landlord covenants that it will not (i) use or lease or permit any tenant to use or lease or (ii) permit any occupant or subtenant or assignee of a tenant or occupant to use any other property in which Landlord has an interest and which is located within a radius of one (1) mile of the Premises, for the purpose of conducting a business that is engaged in the solar power generation business and/or a use similar to the Intended Use (“**Tenant's Exclusivity Right**”).

43. **Confidentiality.** Landlord agrees to hold all confidential information of Tenant, including, without limitation, the terms of this Lease, in strict confidence, and will not disclose same to any person, other than as required by applicable law, rule, or regulation. Landlord acknowledges and stipulates that Tenant may suffer irreparable harm in the event of a breach of this confidentiality agreement, for which Tenant has no adequate remedy at law. Therefore, in addition to all other remedies available pursuant to the terms of this Lease or at law, Tenant shall have the right to obtain immediate injunctive or other equitable relief upon a breach of this confidentiality agreement by Landlord, without the necessity of giving any notice of such default or opportunity to cure the same.

44. **Attorneys' Fees.** In the event of any dispute under this Lease, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

45. **Tax Credits.** If under applicable law the holder of a leasehold interest in the nature of that held by Tenant or Tenant's assignee becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Tenant's option, Landlord and Tenant shall amend this Lease or replace it with a different instrument so as to convert Tenant's interest in the Premises to a substantially similar interest that makes Tenant eligible for such tax credit, benefit or incentive.

46. **Marketing.** It is the intent of both the Tenant and Landlord to generate positive publicity surrounding the System installation and its environmental contributions. Following the Construction Commencement Date and continuing until the expiration or earlier termination of this Lease, each party gives and grants to the other and its affiliates, and each of their respective licensees, agents, representatives, employees, successors and assigns (collectively, the "Licensed Parties"), the right and license to photograph, publish and use photographs (whether still or moving) of the Premises in all media and types of advertising and promotion by the Licensed Parties, provided at no time, without the written permission of Landlord which shall not be unreasonably withheld, shall the name of the Landlord be used in connection with any media associated with the subject of this paragraph, with the exception provided herein that Landlord agrees that the System name may include the name of the Landlord, and use of the System's name shall not be restricted. In addition, the Landlord approves being identified as a participant in the System and identified as an egg producer. For the avoidance of doubt, the Tenant shall not be restricted in marketing and publication of the System, but shall not publish material related to the Landlord's ongoing operations. Landlord agrees that all images of the Premises used and taken by the Licensed Parties are owned by the Licensed Parties and that the Licensed Parties may obtain copyright in material containing same. If Landlord should receive any print, negative or other copy thereof, Landlord shall not authorize its use by anyone else. Landlord agrees that no advertisement, promotion or other material utilizing or containing the Premises need be submitted to Landlord for approval and the Licensed Parties shall be without liability to Landlord for any distortion or illusionary effect resulting from the publication of the Premises. Landlord represents and warrants that the license granted hereunder (a) does not and will not violate or infringe upon the rights of any third party and entity; and (b) does not in any way conflict with any existing commitment on Landlord's part. Nothing herein shall constitute any obligation on the Licensed Parties to make use of any of the rights set forth in this Section 46.

47. **State Specific Provisions.** In the event of any inconsistencies between the terms and conditions of this Section 47 and the other terms and conditions of this Lease, the terms and conditions of this Section 47 shall control and be binding:

North Carolina. If the Land is located in the State of North Carolina, the following terms and conditions shall apply to this Lease:

(a) As used in this Lease, "UCC" shall mean the North Carolina Uniform Commercial Code found at Chapter 25, Article 9 of the North Carolina General Statutes, as amended, or any replacement or successor statute or code.

(b) **TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE**

RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

[end of text]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the later of the dates indicated below.

LANDLORD:

By: 
Printed Name/Title: Tony A Wesnar
Date: 11-13-19

TENANT:

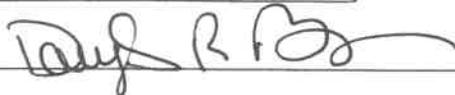
[MEMBER EMC SOLAR FIB, LLC]
By: 
Printed Name/Title: DOUGLAS R BROWN, MANAGER
Date: 10/15/19

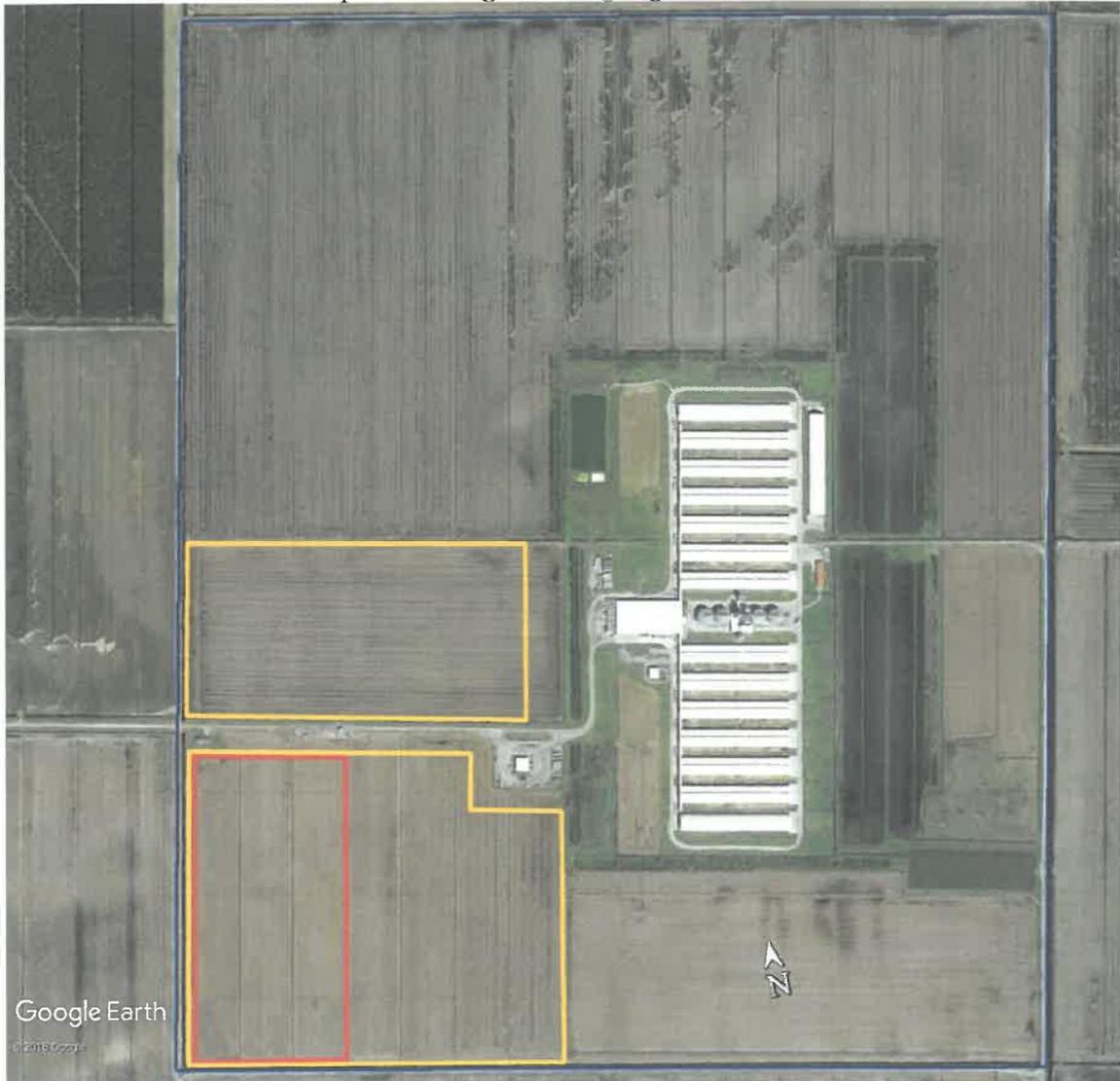
Exhibit A

Depiction of the Land

*Rose Acre Farms Property in **Blue** (Hyde County Map PIN 7430)*

*Proposed Premises Highlighted in **Red***

*Acceptable Siting Area Highlighted in **Yellow***



*RAF approves the Acceptable Siting Area (in **Yellow** above) as being either (a) the approximately 90 acre agricultural field, bordering the South side of RAF's main access road, or (b) the approximately 60 acre agricultural field, bordering the North side of RAF's main access road. Both areas are to be bounded by agricultural drainage ditches or roads on all four sides, with a minimum buffer of 100 feet from any existing structures or roads.*

Exhibit B

Depiction of Existing Landlord Communication Devices

Rose Acre Farms Property in *Blue* (Hyde County Map PIN 7430)

Landlord owned wireless communication points (transmitter and receiver)



Pursuant to Section 8(a), in the event that the System is found to interfere with Landlord's wireless signal between the two points shown above, then Tenant shall pay for any required signal booster or relocation of transmitter/receiver as needed to restore service.

Exhibit C
Biosecurity Plan

See attached Rose Acre Farms “Enhanced Biosecurity Plan”

Pursuant to Section 23, in the event that Tenant or any of its employees, invitees, agents, contractors or any subcontractors leave the Acceptable Siting Area, then they shall abide by Landlord’s biosecurity measures herein at all times on all other Landlord property within the biosecurity boundary.



P.O. BOX 1250
SEYMOUR, IN 47274
(812) 497-2557
FAX (812) 497-3311
www.goodegg.com

Enhanced Biosecurity Plan

Hyde County Egg Farm
1560 Hyde Park Canal
Pantego, NC 27860

Section 1: Biosecurity Responsibility

Rose Acre Farms (RAF) maintains a site specific Biosecurity Program as a disease prevention measure for all company-owned flocks. The aim of the biosecurity program is to prevent the spread of infectious avian diseases among RAF flocks, other poultry in close proximity, and various wildfowl. Diseases can spread between avian species by a number of different routes including direct contact between birds, air transmission, contaminated equipment, rodents, clothing, employee contact, etc. Our program is designed to address critical control points that will improve the overall health of RAF company-owned flocks. The biosecurity coordinator is responsible for the development, implementation, maintenance and ongoing effectiveness of the biosecurity program. A review of the program will be completed by the biosecurity coordinator each calendar year. The biosecurity coordinator will also review the program in periods of heightened risk of disease transmission. In addition to the biosecurity coordinator, there is a company-wide committee that works together and makes biosecurity decisions, especially for periods of heightened risk. The Biosecurity Committee has a weekly conference call to discuss current and ongoing biosecurity measures. There is also a company-wide biosecurity call every week to inform all Rose Acre Farms locations about the latest biosecurity news and updates.

Biosecurity Coordinator: Carrie Galloway

Section 2: Training

All team members will complete biosecurity training annually. New team members will be trained during orientation. Training records will be retained in the team member's personal file for 3 years.

Section 3: Line of Separation (LOS)

The Line of Separation (LOS) is a functional line separating the poultry houses and the poultry inside from exposure to potential disease sources. Please see LOS on attached map of farm.

The following items will be done upon crossing the LOS:

Hyde's Team Members

- Upon arrival employees will enter in at Danish entry.

- All personnel must enter and exit through the appropriate entry for processing or production
- Processing employees will store street shoes in the designated areas and cross the Danish entry. They will then change into their designated inside work shoes
- If exiting the complex, all personnel will change into their street or outside shoes
- All production team members will change into company provided uniforms and shoes in Danish entry changing room before proceeding to production area.
- If exiting the production area, employees will change into their street or outside clothing and shoes.

Please reference Employee Biosecurity SOP for more information

Hyde's Visitors

- Visitors will change into white booties upon coming through Danish entry.
- Visitors to houses will wear a disposable suit or will change into site provided clothing.
- Visitors will use all appropriate footpans.

Please reference Visitors Biosecurity SOP for more information

Section 4 Perimeter Buffer Area (PBA)

The Perimeter Buffer Area (PBA) is a functional zone surrounding the poultry houses or poultry raising area that separates them from areas unrelated to poultry production on that site and/or adjoining properties. Please see PBA on attached map of farm.

The following items will be done upon crossing PBA:

Hyde's Team Members

- All vehicles coming onto the premises will be driven through disinfection spray bars
- Processing employees will enter through appropriate Danish entry and follow LOS entry procedures before proceeding to processing area
- Production employees will enter through appropriate Danish entry and follow LOS entry procedures before proceeding to production area

Please reference Employee Biosecurity SOP for more information

Hyde's Visitors

- All visitors will sign in at gate and will be given biosecurity letter to sign
- All visitors will be given booties to wear from when they exit their vehicle to when they enter LOS
- They will proceed to the Danish entry
- All visitors will change into white booties at Danish entry
- Visitors that enter production area will wear disposable clothing or will change into site specific clothing
- Upon leaving the farm:
- Visitors are required to stop at the guard shack to sign out and dispose of any PPE

Please reference Visitor Biosecurity SOP for more information

Section 5: Personnel

Employees should avoid contact with bird species if at all possible. Bird species may include but are not limited to: backyard poultry flocks, pet birds, broilers, turkeys, waterfowl (ducks, geese), game birds (quail, dove, pheasant), or nuisance birds (starlings, sparrows). Employee residences must be free of bird species. The violation of this policy may result in employee job termination (see Employee Handbook). If an employee does come in contact with avian species they are responsible for notifying their supervisor or the Biosecurity Committee before returning to a company farm. Any clothes or equipment that has come in contact must be cleaned and disinfected before returning with it to a company farm. Vehicles that come in contact with avian species should also be cleaned and disinfected before entering a company farm. Employees that are involved in fishing and hunting game must have 8 hours of downtime and those hunting waterfowl should have 72 hours of downtime before returning to work at Rose Acre Farms. These employees must also clean and disinfect any clothing, vehicles, or equipment used during these activities before returning to a farm. If at all possible, company employees should refrain from interacting with wildfowl.

Personal protective equipment (PPE) should be worn when needed. Site-dedicated personnel should need limited PPE as farm dedicated shoes and clothing are available. Disposable coveralls, and shoe covers are provided for visitors. Please refer to sections 3 and 4 for specifics on PPE that needs to be worn with both RAF employees and visitors

Company facilities are grouped into areas by geographic location and vaccination program status. Movement between these areas is restricted and outlined in the Personnel Travel Biosecurity Grid. This Travel Grid should be referred to before travel arrangements are made.

- Movement between farm locations should be minimized as much as possible. Travel within an area or farm of Rose Acres must always follow from youngest to oldest birds where appropriate (i.e. pullet farms and Breeder farms, not multi-age layer farms). In addition to age, vaccination status of a pullet house must be considered when moving within a farm location. Also, look for signage on the entry doors at a pullet farm to confirm current pullet farm restricted movements.
- Equipment (tools, trucks, machinery, supplies, etc.) traveling between RAF Areas and used inside the breeder, pullet or layer houses, must be properly cleaned and disinfected before entry to another RAF Area location.

- Every employee should be alert and aware to any breaches in the company's bio-security policy. Breaches to the Biosecurity Plan should be alerted to the attention of a complex manager or the Rose Acres Executive Committee.

Section 6: Wild Birds, Rodents and Insects

All wildlife in the area surrounding a farm location should be prevented from entry through the use of preventative measures. Should wildlife be found within a farm, it should be captured and removed from the farm location. Wildlife found should be documented on the Pest Sighting Log. Reference IPM 1.0.2 for more information on pest management.

Section 7: Equipment and Vehicles

Equipment (tools, trucks, machinery, supplies, etc.) traveling between RAF Areas and used inside the breeder, pullet or layer houses, must be properly cleaned and disinfected before entry to another RAF Area location.

All vehicles and machinery must pass through disinfection spray bars at front entrance of the farm. During cold weather events, vehicles will be disinfected by hand with pump sprayers or other equipment. They must sign in on the visitors log and record their last location and cleaning and disinfection sheet must be shown before allowing equipment to come onto the farm.

To prevent cross contamination between chicken houses, disinfection stations are located between each house. A disinfection station includes powder foot pan, hand sanitizer, disposable gloves, and spray disinfectant. Each house also contains an equipment disinfection log where items. Heavy equipment going between houses must be disinfected prior to entering new house. Heavy equipment cleaning and disinfection will be documented on 7.1.6F3.

Replacement poultry equipment is to be cleaned and disinfected between locations. Equipment and transport vehicles cleaning and disinfection will be recorded on form 10.2 (Poultry Transportation Equipment and Vehicles).

Section 8: Mortality Disposal

The house personnel shall place daily mortality into gray bins. Mortality is then transferred to a yellow bin outside without crossing the threshold of the door. A grounds person travels to each house from the outside to collect. The grounds personnel loads them into a tractor or pay loader bucket and taken to be composted on site

Section 9: Manure and Litter Management

Manure is removed from barns once or twice a year. Manure is taken to compost building and composted. Only one house is hauled out at a time. Equipment is cleaned and disinfected between houses (recorded on 7.1.6.F3).

Section 10: Replacement Poultry

All replacement chicks or pullets are sourced from flocks which are in compliance with NPIP provisions and program standards. Hens are transported in equipment and vehicles that are regularly cleaned, disinfected, and inspected. Personnel involved with transportation are to adhere to guidelines in the Personnel Biosecurity Travel Grid. Equipment is to be cleaned and disinfected between locations. Equipment and transport vehicles cleaning and disinfection will be recorded on form 10.2. All locations and contract facilities are to understand and sign Replacement Poultry Biosecurity Measures. All personnel involved with transportation and handling of replacement poultry have completed biosecurity training.

Sections 11: Water Supplies

Drinking water and water used in live production areas is sourced from 3 on site wells. Surface water is not used in live production areas.

Section 12: Feed and Replacement Litter

All feed for the company is stored in a manner that limits contamination by wild birds, rodents, insects, and animals. All chicken houses have galvanized feed bins with closeable lid. All feed moves from the bins into the houses via an enclosed auger fill system. RAF has fully integrated feeding systems at all locations.

Section 13: Reporting of Elevated Morbidity and Mortality

Daily mortality is entered into company software. If mortality levels are flagged as high or not normal, the farm must enter a reason for the high mortality. If mortality cause is unknown, farm management is required to contact flock health coordinator or upper management in the live production department. Causes of morbidity and mortality are identified in company flocks by the use of routine serological analysis, diagnostic laboratory results, necropsy reports, physical exams, and veterinary inspection. These results are included in a veterinary record for each farm and are identified for the farm and/or individual flocks. Known causes of morbidity/mortality may be requested through the flock health coordinator.

When a flock on a farm site has a diagnosed infectious disease of poultry, additional biosecurity steps will be written by executive management and delivered to the farm or complex manager to put into effect immediately. These additional biosecurity steps will need to stay in place until executive management releases these in writing to the farm or complex manager. Executive management will notify the State Veterinarian for any infectious poultry disease that is reportable in that state. The State Veterinarian's office will be consulted in the proper steps to quarantine the flock or farm depending on the particular disease in question. The flock or farm can then only be released from quarantine by the appropriate State agency.

Buffer Zone
Line of Separation

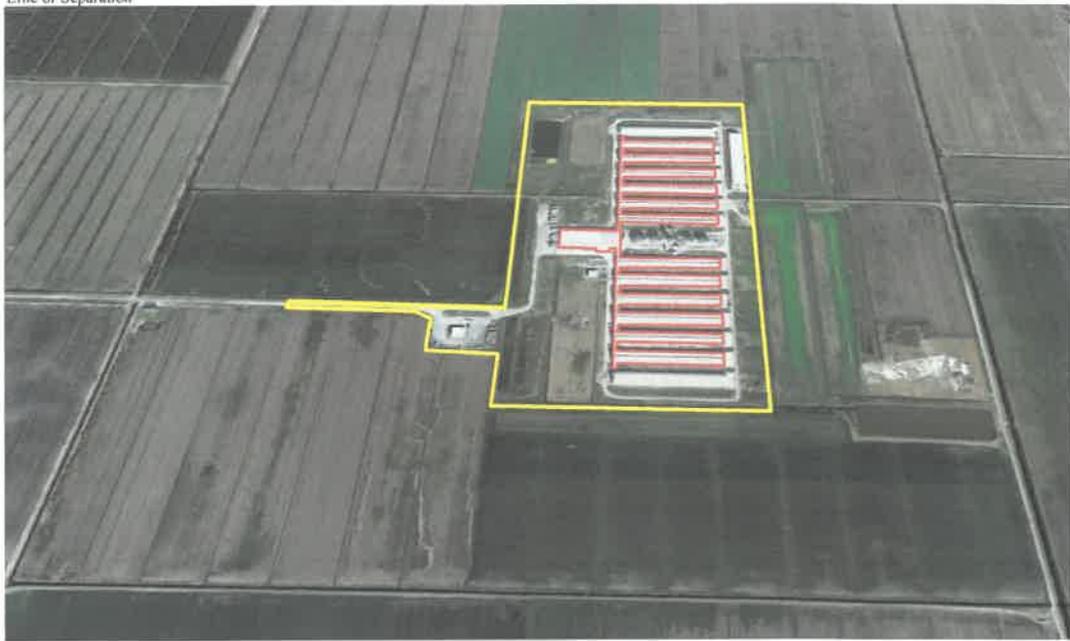
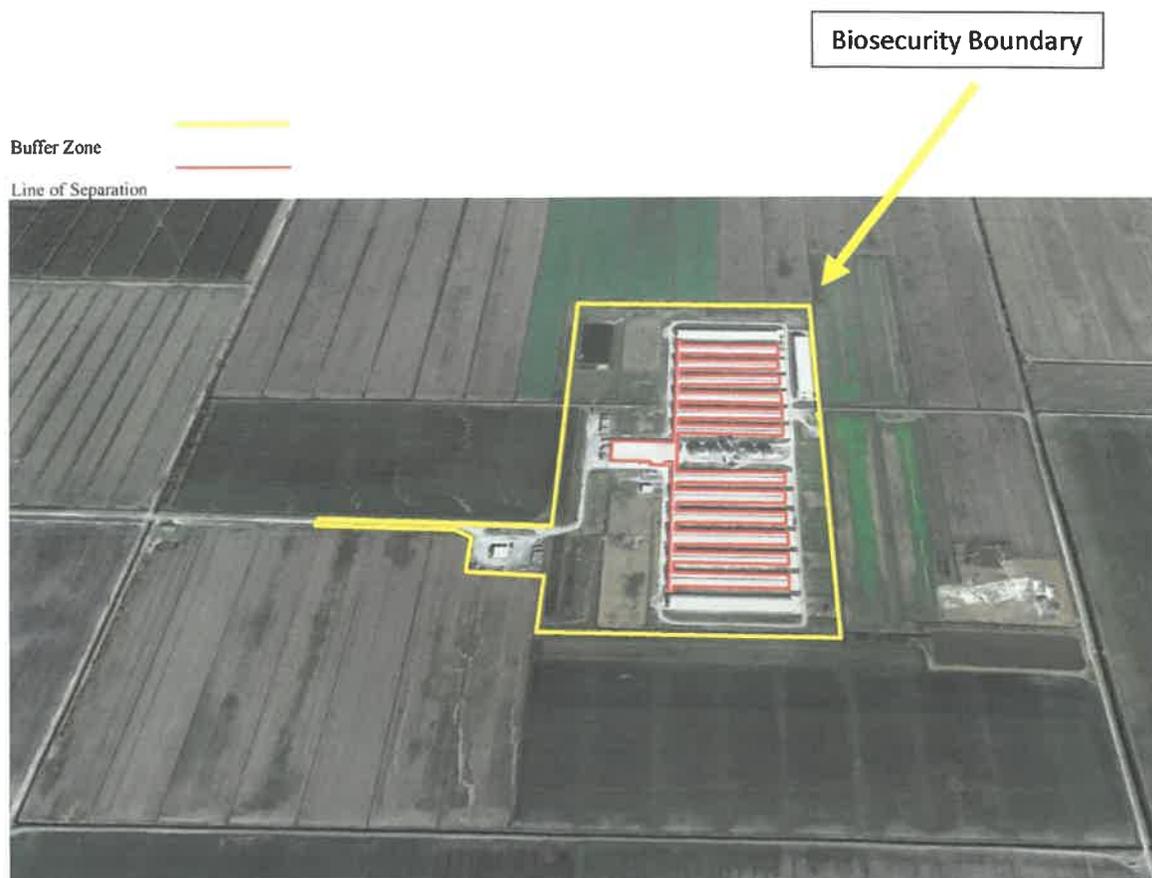


Exhibit D
Biosecurity Boundary



For avoidance of doubt, no biosecurity measures shall apply to the Acceptable Siting Area, nor to the entrance road up to the point of the guard shack. If Tenant or any of its employees, invitees, agents, contractors or any subcontractors proceed on the entrance road beyond the guard shack, then Landlord's stated biosecurity measures shall apply.

MAINTAINENCE PLAN

Member EMC Solar Five, LLC

Rose Acre Farms Solar Farm

SUMMARY

All maintenance activities will be performed by qualified personnel. Maintenance activities will be performed during the day to the extent that they do not disrupt energy production. Upon occasion, it may be desirable to perform maintenance when the sun is down. Activities that have the potential for substantial noise generation will be performed during the day to minimize impacts in areas where residents are present.

If necessary and depending upon final equipment choice, there will be an area for the storage of the spare parts and the tools. The generating facilities will be remotely operated through a real-time control system for most operations functions. All the monitored data will be managed by Solar Five or contracted out to a qualified subcontractor. Onsite operation will be performed from time to time as required for certain resets and troubleshooting activities.

ANTICIPATED EQUIPMENT INSPECTION

Inspection of the main equipment will occur at regular intervals, including: PV panels: visual check of the panels, exterior of battery enclosures, tracking system and surrounding grounds to verify the integrity of the panels, battery and tracking structure, the presence of animals and nests, etc.

- Interior of Tesla Megapacks to be maintained by Tesla personnel or Tesla approved personnel only. The site manager is not responsible for maintenance inside any of the system enclosures. However, the site manager is responsible for the upkeep of the site around the Megapack System in accordance with the latest revision of the Tesla “Operation and Maintenance Manual”.
- Inverters, transformer and electrical panels: visual check of the devices including the connection cabinet and the grounding network. Check for presence of water and dust; Electrical check: measurement of the insulation level and dispersion. Check of the main switches and safety devices (fuses);
- Noise: check of abnormal sounds.
- Cabling and wiring: visual check of above ground and aerial electrical lines and connection boxes to verify their status.

ANTICIPATED PERFORMANCE MONITORING

Performance monitoring of the project facility will consist of real time and weekly downloads of multiple performance and production data subsets acquired by the data acquisition program and onsite meteorological station (energy produced, alarms, faults, etc.).

ANTICIPATED FACILITY MAINTENANCE

Housekeeping of the project facility will include road maintenance, snow maintenance, vegetation maintenance (including mowing as required by the seeding and vegetation plan under the array and around the facility), fence and gate inspection, lighting system checks, and PV panel washing (if required; minimal to no washing is anticipated to be needed at the project facility).

ANTICIPATED OPERATIONS AND MAINTENANCE TASKS AND FREQUENCY

The table below provides more information on the anticipated frequency of the operations and maintenance tasks associated with the project. The table represents the anticipated preliminary frequency of these tasks; the frequency of inspection may be varied based on facility demands and experience with performance of certain components and project features. As the project is initially commissioned and operational, some tasks may occur more frequently as the facility progresses through its initial two years of operations. After 24 months, the frequency of routine tasks should be as shown in the table.

INVERTER PREVENTATIVE MAINTENANCE	Frequency and Response Time
Inspect seals and replace if necessary.	1x per year
Inspect, clean and/or change inverter air filters per manufacturer's warranty requirements.	1x per year
Inspect and clean interior of inverter cabinet and air vents, per inverter manufacturer's guidelines.	1x per year
Clean and remove dust from inverter heat sinks per manufacturer's warranty requirements.	1x per year
Perform thermal imaging on inverter and re-combiner connections, wiring and electronics and address connections and hot spots.	1x per year
Visual inspection of electrical and mechanical connections and wiring. Check torque marks and re-tightening appropriate wiring connections to design specification torque force per manufacturer's guidelines.	1x per year
If applicable, replace AC and DC transient voltage surge suppression systems, per inverter manufacturer's guidelines (Billed separately, pricing based on time and material as Non-Covered Services).	Every 5 years
If applicable, replace blowers, replace seals, per inverter manufacturer's guidelines (Billed separately, pricing based on time and material as Non-Covered Services).	Every 10 years

RACKING AND MODULE INSPECTIONS	Frequency and Response Time
Perform random test on modules for loose or damaged nuts, bolts and mounting clips connecting the modules to the mounting racks.	1x per year
Visual inspection of modules for signs of degradation (i.e. discolored panels, fogged glazing, de-lamination, and warping or water leaks). Document any such issues by noting and recording module location and serial number, if applicable.	1x per year
Inspect mounting system and components for abnormal wear or excess corrosion.	1x per year

WIRING, DISCONNECTS AND COMBINER INSPECTIONS	Frequency and Response Time
--	-----------------------------

Inspect switches and disconnects and test to ensure they are not jammed.	1x per year
Visual inspection of combiner boxes, pull boxes and junction boxes for signs of damage.	1x per year
If applicable, visual inspection of medium voltage transformer(s), including meters, oil gauge, and temperature gauge.	1x per year
Torque 100% of DC Combiner Box connections Year 1 and 25% Years 2-5.	1x per year
Visual inspection of visible conduit and wire for cuts, gashes, worn spots in the insulation of the wires and any other damage to wire runs.	1x per year

BATTERY MAINTENANCE TO BE PERFORMED BY SITE MANAGER	Frequency and Response Time
Keep doors of enclosures free from obstructions, snow, sand, blown debris etc.	Ongoing
Trim Landscaping for 2” clearance on all sides of the unit. Maintain 5” clearance above the unit	Ongoing
Maintain at least 6” of smooth, compacted clearance in front of all Megapack Units.	Ongoing

BATTERY MAINTENANCE TO BE PERFORMED BY TESLA	Frequency and Response Time
Torque checks within the Megapack System, test equipment calibration checks, visual inspection (rodents, etc.)	1x per year
Harness inspection or replacement in kind if damaged (protective sleeve failure, rodents, etc.)	1x per year
Enclosure integrity – touch up paint and gasket inspection or replacement in kind if damaged	1x per year
Cabinet cleaning	1x per year
Cabinet ventilation system inspection - radiator area cleanin	1x per year
Coolant level check	1x per year
Battery and meter communications check	1x per year
Refrigerant refill	Every 5 years
Pump replacement	Every 5 years
Coolant refill	Every 10 years
Fan replacement	Every 10 years
Pump replacement	Every 10 years
Bypass valve replacement	Every 10 years
Door gasket replacement	Every 10 years

DAS INSPECTION	Frequency and Response Time
Inspect sensors and meters, including pyranometers, anemometers, and tilt sensors.	1x per year
Turn off and on to ensure communications and battery backups are working as expected.	1x per year
Upon request, exchange units with Owner’s spares for calibration per manufacturer’s instructions. Report serial numbers of exchanged units. Calibration costs are bill separately under Non-Covered Services.	Upon Request

Decommissioning Plan
Member EMC Solar Five, LLC
Rose Acres Farm Solar Farm

Facility owner Member EMC Solar Five, LLC, submits the following decommissioning plan (“Plan”) for approval by Hyde County and recordation with the Hyde County Register of Deeds for the property described as map PIN #7430:

1. Definitions. Terms used in this Plan shall have the following meanings:
 - A. “Decommissioning” shall refer to the removal of certain structures and at the end of the actual or functional life of the Solar Energy System (“Facility”) on the property described above.
 - B. “Production of Energy” is the transmission of direct current from inverters to batteries or other storage devices or the transmission of alternating current from the Facility’s inverters onto an electric grid for public use.
 - C. “Lease” shall refer to the site lease between Member EMC Solar Five, LLC and the owner of the property.
 - D. “Trigger Date” shall refer to the earlier of the 366th day following the last date of the Production of Energy or the expiration or termination of the Lease. The Trigger Date shall be subject to the extensions described in paragraph 2 below.
2. Conditions Requiring Decommissioning. The facility shall be decommissioned if the earlier of the following occurs.
 - A. Twelve (12) months has elapsed from the last date that the Facility has engaged in the Production of Energy. The 12-month period shall not begin if the reason for disruption or cessation in the Production of Energy is a force majeure that destroys a majority of the Facility, war, disruption in the electronic grid that temporarily eliminates the ability of a public utility to absorb or use the current, or other disruption that is temporary, even if the duration of disruption is not known, and the owner intends to return to the Production of Energy as soon as reasonably capable.
 - B. The Lease expires or is otherwise terminated prior to the end of the Lease term.
3. Removal of Equipment and Components. Decommissioning shall require the expeditious removal of all non-utility owned equipment, conduit, structures, fencing, roads and foundations unless it can be demonstrated that the purchaser of the property or facility intends to use parts of the structures, components, or roads in another project or use on the site. Decommissioning shall not require the removal of vegetation.
4. Disposal. Decommissioned components shall be recycled at regulated and permitted facilities. Only components that cannot be recycled or have no market may be landfilled.

5. Stabilization and revegetation. The Facility's premises shall be re-vegetated with native grasses and/or trees, if necessary, to prevent erosion and off-site sedimentation in a manner consistent with the requirements of the Lease.
6. Timeframe. Decommissioning shall be completed in a timely manner consistent with the then current industry practices. Activities must complete within one (1) year of the Trigger Date
7. Responsible Party. The party responsible for this Plan is Member EMC Solar Five, LLC and its assigns and successors in title.
8. Updating Plan. This Plan may be updated by Member EMC Solar Five, LLC if (a) the provisions are equal to or greater than the obligations in the original Plan, (b) the provisions in the Plan become obsolete for any reason, (c) upon change in ownership of the property or the Facility, (d) after every tenth year of operation of the Facility, or (e) to maintain compliance with the future rules and requirements of the North Carolina Environmental Management Commission related to solar decommissioning. The update will include a revision of the estimated cost of removal of the Facility as further described in Attachment A and be recorded with the Hyde County Registry of Deeds.
9. Recordation. This Plan shall be recorded in the Hyde County Register of Deeds and copies of the recorded Plan provided to the County Attorney and the Planning Department prior to the issuance of a building permit for construction of the solar project.
10. Agreements under Lease. The Lease requires the Decommissioning of the facility, to be completed by Member EMC Solar Five, LLC, upon the expiration or earlier termination of the Lease within one hundred twenty (120) days.
11. Surety. Member EMC Solar Five, LLC will agree on a surety mechanism with the property owner equivalent to at least 125% of the entire cost of removal of the Facility net of salvage value as estimated by a North Carolina licensed engineer and provided in Attachment A. The surety will be in the form of cash, a surety performance bond, irrevocable letter of credit, or other instrument readily convertible into cash at face value, either with Hyde County or in escrow with a financial institution designated as an official depository of the Hyde County. Posting of the surety will occur upon the first recordation of this Plan and in advance of any approved Building and/or Electrical Permits from Hyde County.
12. Estimated Life. The estimated life of the Facility is twenty five (25) years.

{remainder left blank for signatures on the following page}

**MEMBER EMC SOLAR FIVE,
LLC**

By: _____

Printed Name/Title: _____

Date: _____

PROPERTY OWNER

By: _____

Printed Name/Title: Rose Acre Farms, Inc.

Date: _____

DRAFT

Attachment A

Decommissioning Estimate

DRAFT



1429 Rock Quarry Road
Suite 116
Raleigh, NC 27610

T 919.828.3150
TRCcompanies.com

July 22, 2020

Eric Spigelman, PE, PMP
Director of Renewables Development
NRCO
4140 W 99th St
Carmel, IN 46032

Subject: MEMBER EMC SOLAR FIVE, LLC – Rose Acres Farms DECOMMISSIONING ESTIMATE

Dear Eric:

TRC has prepared a Decommissioning Estimate in accordance with the Hyde County, North Carolina Solar Energy Facilities Ordinance to accompany the Decommissioning Plan to be utilized as part of the Special Use Permit Application for the Rose Acres Farms Solar Site. Per Section 6.3(G) (Abandonment and Decommissioning Plan) of the ordinance, the decommissioning plan should include all costs associated with removal of all non-utility owned equipment, conduit, structures, fencing, solar panels, roads, and foundations. The estimated decommissioning cost also includes a contingency cost of 25%. Current market salvage values based on readily available data is included in the estimate. The attached decommissioning estimate was developed based on the Decommissioning Plan and is signed and sealed by a North Carolina Professional Engineer.

Sincerely,

TRC Environmental Corporation

A handwritten signature in blue ink that reads "Heather Patti".

Heather Patti, PWS
Senior Ecologist/Project Manager

Attachments – Rose Acres Farms Decommissioning Estimate

cc: Brett Cox, TRC

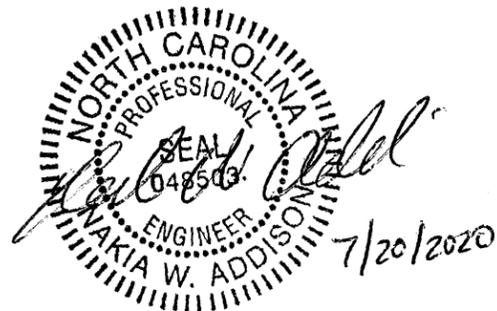
**ROSE ACRES
DECOMMISSIONING COST ESTIMATE**

DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST (2020)	TOTAL COST (After 25 Years)**	LOGIC
I. DISASSEMBLY & DISPOSAL						
1.0 PV Modules	6,800	EA	\$ 3.82	\$ 25,976.00	42,616.38	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = \$1,222/day. Assume crews can remove 320 panels/day.
2.0 Inverter(s)	40	EA	\$ 30.55	\$ 1,222.00	2,004.82	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = \$1,222/day. Assume crews can remove all in a day.
3.0 Transformer(s)	2	EA	\$ 611.00	\$ 1,222.00	2,004.82	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = \$1,222/day. Assume crews can remove all in a day.
4.0 Racking Frame (Tracking)	400	EA	\$ 27.00	\$ 10,800.00	17,718.54	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = \$1,222/day. Assume crews can remove 45/day.
5.0 Racking Posts	1,150	EA	\$ 78.50	\$ 90,275.00	148,105.71	* Use Crew B-3B (2 Laborers; 1 Equip Oper; 1 Truck Driver; 1 Backhoe; 1 Dump Trk) = \$3,534/day. Assume crews can remove 45 post/day.
6.0 LV Wiring	28,800	LF	\$ 0.80	\$ 23,040.00	37,799.56	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = \$1,222/day. Assume crews can remove 1500 LF/day.
7.0 MV Wiring	750	LF	\$ 0.41	\$ 307.50	504.49	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = \$1,222/day. Assume crews can remove 3000 LF/day.
8.0 Fence	5,980	LF	\$ 2.44	\$ 14,591.20	23,938.41	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = \$1,222/day. Assume crews can remove 500 LF/day.
9.0 Concrete	32	CY	\$ 71.00	\$ 2,272.00	3,727.46	* Use Crew B-3B (2 Laborers; 1 Equip Oper; 1 Truck Driver; 1 Backhoe; 1 Dump Trk) = \$3,534/day. Assume crews can remove 50 CY/day.
10.0 Gravel (Access Road)	15	CY	\$ 71.00	\$ 1,065.00	1,747.25	* Use Crew B-3B (2 Laborers; 1 Equip Oper; 1 Truck Driver; 1 Backhoe; 1 Dump Trk) = \$3,534/day. Assume crews can remove 50 CY/day.
11.0 Utility Pole Removal	3	EA	\$ 2,000.00	\$ 6,000.00	9,843.64	Estimate includes 2 laborers for 2 days with required equipment for removal.
12.0 Re-Seeding (assume 50% of site)	8.0	AC	\$ 2,500.00	\$ 20,000.00	32,812.12	* Cost includes:(Seed: 4-7 species (native types) Also with estimate is laborSpraying; Disking; Planting; Mulch; One man & machine)
13.0 Re-Grading	40	CY	\$ 5.00	\$ 200.00	328.12	* (2 Laborers; 1 Equip Oper; 1 Truck Driver; 1 Backhoe; 1 Dump Truck) = \$3,448/day. Assume crews can grade 700 CY/day.
			SUBTOTAL	\$ 196,970.70	323,151.31	
II. CONTINGENCY						
Decommissioning Cost Contingency	25	%	SUBTOTAL	\$ 49,242.68	80,787.83	
III. SALVAGE						
14.0 PV Modules	6,460	EA	\$ 5.00	\$ 32,300.00	41,422.55	Assumed 95% Salvage
15.0 Inverter(s)	40	EA	\$ 16.00	\$ 640.00	820.76	
16.0 Transformer(s)	2	EA	\$ 300.00	\$ 600.00	769.46	Rockaway Recycling
17.0 Racking Frame (Fixed Tilt)	480,000	LBS	\$ 0.09	\$ 43,200.00	55,401.06	Scrapmonster
18.0 Racking Posts	175,950	LBS	\$ 0.09	\$ 15,835.50	20,307.95	Scrapmonster
19.0 LV Wiring	18,720	LBS	\$ 1.50	\$ 28,080.00	36,010.69	Scrapmonster
20.0 MV Wiring	1,455	LBS	\$ 0.75	\$ 1,091.25	1,399.45	Scrapmonster
21.0 Chain Link Fence	19,136	LBS	\$ 0.50	\$ 9,568.00	12,270.31	Rockaway Recycling and others 3.6 lbs per linear foot. \$0.50 per lb.
22.0 Batteries	5	MWh	\$ 60000.00	\$ 300,000.00	384,729.60	Assumed 15% Salvage Value
			SUBTOTAL	\$ 431,314.75	553,131.84	
			DEMOLITION COST	\$ -246,213.38	-403,939.14	
			SALVAGE VALUE CREDIT	\$ 431,314.75	553,131.84	
			NET CREDIT =	\$ 185,101.38	149,192.70	

Legend:

* = Costs derived from RS Means Heavy Site estimating manual

** = Assumes 2% annual increase in labor costs and 1% annual increase in salvage value



U.S. ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT

Action Id. SAW-2020-00281 County: Hyde County U.S.G.S. Quad: Pungo Lake

NOTIFICATION OF JURISDICTIONAL DETERMINATION

Property Owner/Applicant: North Carolina Electric Cooperative
c/o Kagen DelRio
Address: 3400 Sumner Blvd.
Raleigh, NC 27616
Email: Kagen.DelRio@NCEMCS.com
Telephone Number: (919) 875-3202

Size (acres)	<u>150</u>	Nearest Town	<u>Pantego</u>
Nearest Waterway	<u>Pungo River</u>	River Basin	<u>Pungo</u>
USGS HUC	<u>03020104</u>	Coordinates	Latitude: <u>35.636852082</u> Longitude: <u>-76.5326221</u>

Location description: The review area for this jurisdictional determination consists of two agricultural fields located adjacent to the Rose Acre Farms facility near Pantego, Hyde County, North Carolina.

Indicate Which of the Following Apply:

A. Preliminary Determination

- There are waters on the above described project area, that may be subject to Section 404 of the Clean Water Act (CWA)(33 USC § 1344) and/or Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403). The waters have been delineated, and the delineation has been verified by the Corps to be sufficiently accurate and reliable. Therefore this preliminary jurisdiction determination may be used in the permit evaluation process, including determining compensatory mitigation. For purposes of computation of impacts, compensatory mitigation requirements, and other resource protection measures, a permit decision made on the basis of a preliminary JD will treat all waters and wetlands that would be affected in any way by the permitted activity on the site as if they are jurisdictional waters of the U.S. This preliminary determination is not an appealable action under the Regulatory Program Administrative Appeal Process (Reference 33 CFR Part 331). However, you may request an approved JD, which is an appealable action, by contacting the Corps district for further instruction.
- There are wetlands on the above described property, that may be subject to Section 404 of the Clean Water Act (CWA)(33 USC § 1344) and/or Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403). However, since the waters, including wetlands, have not been properly delineated, this preliminary jurisdiction determination may not be used in the permit evaluation process. Without a verified wetland delineation, this preliminary determination is merely an effective presumption of CWA/RHA jurisdiction over all of the waters, including wetlands, at the project area, which is not sufficiently accurate and reliable to support an enforceable permit decision. We recommend that you have the waters of the U.S. on your property delineated. As the Corps may not be able to accomplish this wetland delineation in a timely manner, you may wish to obtain a consultant to conduct a delineation that can be verified by the Corps.

B. Approved Determination

- There are Navigable Waters of the United States within the above described property subject to the permit requirements of Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403) and Section 404 of the Clean Water Act (CWA)(33 USC § 1344). Unless there is a change in law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- There are waters of the U.S., including wetlands, on the above described project area subject to the permit requirements of Section 404 of the Clean Water Act (CWA) (33 USC § 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- We recommend you have the waters of the U.S. on your property delineated. As the Corps may not be able to accomplish this wetland delineation in a timely manner, you may wish to obtain a consultant to conduct a delineation that can be verified by the Corps.

SAW-2020-00281

 The waters of the U.S., including wetlands, on your project area have been delineated and the delineation has been verified by the Corps. We strongly suggest you have this delineation surveyed. Upon completion, this survey should be reviewed and verified by the Corps. Once verified, this survey will provide an accurate depiction of all areas subject to CWA jurisdiction on your property which, provided there is no change in the law or our published regulations, may be relied upon for a period not to exceed five years.

 The waters of the U.S., including wetlands, have been delineated and surveyed and are accurately depicted on the plat signed by the Corps Regulatory Official identified below on _____. Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.

 There are no waters of the U.S., to include wetlands, present on the above described project area which are subject to the permit requirements of Section 404 of the Clean Water Act (33 USC 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.

X **The property is located in one of the 20 Coastal Counties subject to regulation under the Coastal Area Management Act (CAMA). You should contact the Division of Coastal Management in Washington, NC, at (252) 946-6481 to determine their requirements.**

Placement of dredged or fill material within waters of the US, including wetlands, without a Department of the Army permit may constitute a violation of Section 301 of the Clean Water Act (33 USC § 1311). Placement of dredged or fill material, construction or placement of structures, or work within navigable waters of the United States without a Department of the Army permit may constitute a violation of Sections 9 and/or 10 of the Rivers and Harbors Act (33 USC § 401 and/or 403). If you have any questions regarding this determination and/or the Corps regulatory program, please contact **Billy Standridge at (910) 251-4595 or Billy.W.Standridge@usace.army.mil.**

C. Basis For Determination: N/A. An Approved JD has not been completed.

D. Remarks: All potential Waters of U.S. are depicted on the attached exhibit entitled *Wetland Delineation and NC DEQ Buffer Zones (Figure 4)* created by TRC.

E. Attention USDA Program Participants

This delineation/determination has been conducted to identify the limits of Corps' Clean Water Act jurisdiction for the particular site identified in this request. The delineation/determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are USDA Program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.

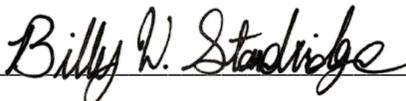
F. Appeals Information for Approved Jurisdiction Determinations (as indicated in Section B. above)

If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination you must submit a completed RFA form to the following address:

US Army Corps of Engineers
South Atlantic Division
Attn: Philip Shannin, Appeal Review Officer
60 Forsyth Street SW, Room 10M15
Atlanta, Georgia 30303-8801

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by N/A.

It is not necessary to submit an RFA form to the Division Office if you do not object to the determination in this correspondence.

Corps Regulatory Official: 

Date: March 31, 2020 Expiration Date: N/A

SAW-2020-00281

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete our Customer Satisfaction Survey, located online at http://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0.

Copy Furnished:

Heather Patti
TRC Companies, Inc.
5540 Centerview Drive, Ste 100
Raleigh, NC 27606

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: **North Carolina Electric Cooperative**File Number: **SAW-2020-00281**Date: **March 31, 2020**

Attached is:

See Section below

<input type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
<input type="checkbox"/>	PERMIT DENIAL	C
<input type="checkbox"/>	APPROVED JURISDICTIONAL DETERMINATION	D
<input checked="" type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision.

Additional information may be found at <http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits.aspx> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:
District Engineer, Wilmington Regulatory Division,
Attn: Billy Standridge

If you only have questions regarding the appeal process you may also contact:
 Mr. Philip Shannin, Administrative Appeal Review Officer
 CESAD-PDO
 U.S. Army Corps of Engineers, South Atlantic Division
 60 Forsyth Street, Room 10M15
 Atlanta, Georgia 30303-8801
 Phone: (404) 562-5137

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

_____ Signature of appellant or agent.	Date:	Telephone number:
---	-------	-------------------

For appeals on Initial Proffered Permits send this form to:

District Engineer, Wilmington Regulatory Division, Attn: Billy Standridge, 69 Darlington Avenue, Wilmington, North Carolina 28403

For Permit denials, Proffered Permits and approved Jurisdictional Determinations send this form to:

Division Engineer, Commander, U.S. Army Engineer Division, South Atlantic, Attn: Mr. Philip Shannin, Administrative Appeal Officer, CESAD-PDO, 60 Forsyth Street, Room 10M15, Atlanta, Georgia 30303-8801 Phone: (404) 562-5137

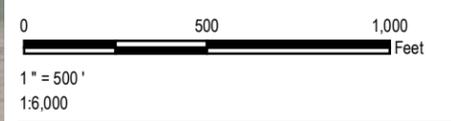


LEGEND

- SITE BOUNDARY
- CULVERTS
- UPLAND USACE DATA POINT
- DITCHES
- DIRECTION OF FLOW
- STREAM BUFFER ZONE 1 (0'-30')
- STREAM BUFFER ZONE 2 (30'-50')

NOTES

1. BASE MAP IMAGERY FROM NC ONE MAP, ORTHOIMAGERY 2017.
2. FEATURES WERE DELINEATED BY H. PATTI AND S. KING ON NOVEMBER 25TH AND 26TH, 2019. ARMY CORPS SITE VISIT WITH BILLY STANDRIDGE, PM, TOOK PLACE ON DECEMBER 18TH, 2019.



PROJECT:		MEMBER EMC SOLAR FIVE, LLC ROSE ACRE FARMS SITE HYDE COUNTY, NORTH CAROLINA	
TITLE:		WETLAND DELINEATION AND NC DEQ BUFFER ZONES	
DRAWN BY:	S. RAY	PROJ. NO.:	335672.0002.0000
CHECKED BY:	R. SPRING	FIGURE 4	
APPROVED BY:	H. PATTI		
DATE:	JANUARY 2020		



505 East Huntland Drive, Suite 250
Austin, TX 78752
Phone: 512.329.6080
www.trcsolutions.com

Board of Commissioners

Earl Pugh, Jr., Chair
Tom Pahl, Vice-Chair
Benjamin Simmons, III
Shannon Swindell
Goldie Topping

COUNTY OF HYDE

30 Oyster Creek Road
PO Box 188
SWAN QUARTER, NORTH CAROLINA 27885
252-926-4400
252-926-3701 Fax

Kris Cahoon Noble
County Manager

Franz Holscher
County Attorney

Lois Stotesberry, CMC, NCCCC
Clerk to the Board



September 8, 2020

Paul Spruill
CEO Tideland EMC
PO Box 159
Pantego, NC 27860

Re: Permit Application - Rose Acre Farms Solar Project

Dear Mr. Spruill,

I have received the Permit Application for the Rose Acre Farms solar project located in Currituck Township, Hyde County, N.C. I look forward to working with Tideland EMC and Rose Acres Farms to complete the project.

As you know, Hyde County does not currently have a Solar Development Ordinance in place, however, I appreciate the efforts of Tideland EMC to taylor the Rose Acre Farm solar project to meet the requirements of a draft Solar Energy Facilites Ordinance that the county will use as a beginning document moving through the solar ordinance development process. I also appreciate the spirit and intent of the project.

I look forward to working with Tideland EMC and the Hyde County Building Inspector, Rumley Everett in the month of September 2020 to review project components, National Electrical Safety Code Guidelines, options for third party inspection, inspection fee schedules as related to solar development, as well as how counties in our region have successfully partnered to inspect solar projects in their areas. I expect to adopt a fee schedule on October 5, 2020 and issue an electrical permit for the project the week of October 5, 2020 as well.

Thank you for your continued partnership and commitment to the people of Hyde County. I am looking forward to working with you.

Sincerely,

Kris Cahoon Noble
Hyde County Manager

DRAFT

Hyde County, North Carolina Solar Energy Facilities Ordinance

Section 1. Current local Ordinance repealed.

The Hyde County “Moratorium on Solar Development”, which was adopted on _____, is hereby repealed in its entirety and replaced with this Ordinance.

Section 2. Purpose

The purposes for which this “Solar Energy Facilities” Ordinance is passed are as follows:

- 2.1. To facilitate the siting, construction, installation and operation of solar energy facilities in Hyde County in a manner that ensures the protection of the health, safety and general welfare of its citizens, while also avoiding adverse impacts to adjacent land uses and property owners.
- 2.2 To protect and enhance the economic viability and interests of the citizens and residents of Hyde County who have made substantial financial investments in homes, businesses, and industry in Hyde County.
- 2.3 To preserve the dignity and aesthetic quality of the environment of Hyde County.
- 2.4 To preserve the physical integrity of land in close proximity to residential areas.
- 2.5 This Ordinance is not intended to abridge safety, health or environmental regulations contained in other applicable codes, standards, or ordinances. The provisions of this ordinance shall not be deemed to nullify any provisions of any state or federal law.
- 2.6 This Ordinance does not address residential solar use, or a small solar array that is on a farm or other business, exclusively for onsite energy usage.

Section 3. Authority

This Ordinance is hereby adopted under the authority and provisions of the General Statutes of the State of North Carolina, Chapter 153A, Article 18, Part 3.

Section 4. Permit Required

Solar Energy Facilities shall be subject to the requirements and permitting process of this Ordinance, in addition to other applicable local, state, and federal laws. This Ordinance shall apply to all areas of Hyde County except those lands lying within the jurisdiction of any municipality, unless such municipality formally requests the County to enforce these

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regulations within the municipality's area of jurisdiction.

Solar Energy Facilities must obtain a Development Permit from the Planning Department prior to applying for Building Permits from the Inspections Department, in accordance with the procedures outlined in this Ordinance.

Section 5. Definitions

As used in this Ordinance, the following terms shall have the meanings indicated. Words not defined in this Ordinance shall be given their ordinary and common meaning.

Abandonment: Any Solar Energy Facility that ceases to produce energy on a continuous basis for twelve (12) months will be considered abandoned.

Accessory Equipment: Any equipment serving or being used in conjunction with a SEF. The term includes utility or transmission equipment, power supplies, generators, batteries, equipment buildings, and storage sheds, shelters, or similar structures.

Building: Any structure having a roof supported by columns or walls, and designated or intended for the shelter, support, enclosure or protection of persons, animals or chattels.

~~**Concentrated Solar Power (CSP):** See Thermal Solar Conversion.~~

Conservation Area: Such areas include natural areas protected by law, such as wetlands that meet the definition in the Clean Water Act 33 USC Sec. 1251 et seq.; shoreland areas; water bodies; riparian buffers; populations of endangered or threatened species, or habitat for such species; archaeological sites, cemeteries, and burial grounds; important historic sites; other significant natural features and scenic viewsheds; and existing trails or corridors that connect the tract to neighboring areas.

Decommissioning Plan: A document that details the planned shut down and removal of a Solar Energy Facility from operation or use.

~~**Electrical Transmission Tower:** A tall structure, usually a steel lattice tower, which was set up for the purpose of transmitting and receiving power, and is used to support high-voltage overhead power lines.~~

~~**Fence:** A continuous barrier extending from the surface of the ground to a uniform height of not less than six (6) feet from the ground at any given point, constructed of chain link.~~

~~**Gate:** A door or other device attached to a fence which, when opened, provides a means of ingress and egress of persons and things for which it was intended, and which, when closed, forms a continuous barrier as part of the fence to which it is attached.~~

Improved Area: Area containing perimeter fencing, solar panels, electrical inverters,

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storage buildings and access roads.

Photovoltaic Solar Conversion (PV): An active solar energy system in which sunlight is converted directly into electricity through the photovoltaic process of converting light (photons) into electricity (voltage).

Property Owner: The person(s), entity, or company having fee simple ownership of the property where the Solar Energy Facility is located.

Protected Building. All residential, commercial and institutional buildings within three hundred (300) feet of a Solar Energy Facility, excluding accessory buildings such as storage sheds.

Public Road: Any road or highway which is now or hereafter maintained by the North Carolina Dept. of Transportation as part of the State Highway System. Setbacks for improved areas shall be measured from the back of the road right-of-way.

Repair: The replacement of existing work with the same kind of material used in the existing work, not including additional work that would change the structural safety of the structure or that would affect or change required existing facilities, or that would be in violation of a provision of law or this local Ordinance. The term “Repair” shall not apply to any change in construction.

Residence: A building used as a dwelling for one or more families or persons.

SEF Owner / SEF Operator: The person(s), entity, or company that engages in or runs a Solar Energy Facility.

Solar Array: An active solar energy system that converts sunlight into electricity using ~~either Thermal or~~ Photovoltaic methods. Such a system has multiple solar collectors, and might include transformers, generators, batteries, and other appurtenant structures and/or facilities.

Solar Collector or Solar Panel: A device that converts sunlight into electricity using either Thermal or Photovoltaic methods.

Solar Energy Facility: A commercial electricity generating facility ~~(PV or CSP)~~, the primary purpose of which is to supply electricity. This consists of one or more solar arrays and other accessory structures, equipment, and buildings, including substations, battery storage, electrical infrastructure, generators, transmission lines, and other appurtenant structures and/or facilities. Also known as “Solar Farms”.

State: The State of North Carolina.

~~**Thermal Solar Conversion:** An active solar energy system that converts sunlight into electricity by using mirrors or lenses to collect and concentrate heat to a small area in order to drive a heat engine, usually a conventional steam generator. For a commercial application this is called Concentrated Solar Power (CSP).~~

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~~Utility Pole: A structure owned and/or operated by a public utility, municipality, electric membership corporation, or rural electric cooperative that is designed specifically for and used to carry lines, cables, or wires for telephone, cable television, or electricity, or to provide lighting.~~

Section 6. Permit Requirements

6.1. General. Before a Building Permit may be submitted for an SEF, a Solar Energy Facility Development Permit must first be approved by the Planning Board.

6.2 Permit Application. Throughout the permit process, the Applicant shall promptly notify the County Planner of any changes to the information contained in the permit application. Changes that do not materially alter the initial site plan may be administratively accepted. The completed application for a SEF shall ~~consist of an electronic filing, or eight (8) paper copies, which~~ contain at least the following:

6.2(A) Summary. A narrative overview of the SEF, including its generating capacity.

6.2(B) Inventory. A tabulation describing the:

1. Number, specifications and type of each proposed solar array, including their generating capacity.
2. Dimensions and respective manufacturers.
3. Accessory buildings and accessory equipment.

6.2(C) Vicinity Map. Identification of the property on which the proposed SEF will be located. Sketch vicinity map showing relationship between SEF and the surrounding area.

6.2(D) Site Plan. A plan which shows all of the following:

1. Planned location of each solar array.
2. All property lines within 300 feet of the property lines of the proposed site.
3. Each array's setback distance from the closest SEF boundary, the setback of improved areas from each property line, and the separation distance between the SEF boundary and each protected building, as identified in Section 7.1.
4. Access road and turnout locations.
5. Substation(s) and accessory equipment, accessory buildings, and structures.
6. Electrical cabling from the SEF to the substation(s), and from the substation(s) to where the electricity will leave the site, and associated transmission lines.
7. Location of any underground power lines on the site.
8. Conservation areas, including natural areas protected by law, such as wetlands that meet the definition in the Clean Water Act; shoreland areas; water bodies; riparian buffers; populations of endangered or threatened species (federal or state), or habitat for such species; flyways; archaeological sites; cemeteries, and burial grounds; important local historic sites; existing healthy, native forests consisting of at least one acre of contiguous area; other significant natural features and scenic view sheds; existing trails or corridors that connect the tract to neighboring areas.
9. Location and width of any driveways or private roads serving the SEF.
10. A landscaping and fencing plan that shows proposed screening and buffering of

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the improved area, including all arrays, buildings, and other accessory buildings or accessory equipment on the site. This shall include the size, location, spacing and species of required evergreen bushes, as identified in Sections 7.2 - 7.3.

6.2(E) Misc. The applicant shall provide the following information to the Planning Board:

1. Certification that the proposal is for an International Electrical Congress (IEC) solar array that is designed to meet all North Carolina Building Codes.
2. Certification that the solar arrays pass the Environmental Protection Agency's Toxicity Characteristic Leaching Procedure (TCLP) test.
3. Signed copies of all original leases/easements and agreements for the SEF.
4. Copies of any required state and federal permits, licenses, etc. This shall include permits and/or approvals issued by the North Carolina Utilities Commission. In the case that such permits have yet to be issued, then the Applicant shall provide a listing of all required permits and their current status.
5. Other relevant studies, reports, certifications, and approvals as may be reasonably requested by the Planning Board to ensure compliance with this Ordinance.

6.2(F) Maintenance Plan.

1. Equipment Inspections and Maintenance. The Applicant shall detail inspection and maintenance procedures that will be taken to keep the SEF operating quietly, efficiently, and not polluting land, water, or air.

2. Fence Maintenance. The Applicant shall detail inspection and maintenance procedures that will be taken to keep fencing and gates in good condition until the facility is decommissioned.

3. Landscaping. The Applicant shall detail inspection and maintenance procedures that will be taken to keep the required vegetative buffer and planting area maintained, including keeping vegetation healthy, neat and orderly in appearance, and free of litter and debris. The Applicant shall detail maintenance procedures for keeping grasses or other ground cover trimmed or mowed, unless wash stone or similar material is used as ground cover.

4. Road Maintenance. The Applicant shall detail inspection and maintenance procedures that will be taken to keep private roads and driveways serving the SEF graded, ~~free of potholes~~, and passable ~~in all weather~~.

6.3(G) Abandonment and Decommissioning Plan.

1. **Abandonment.** An SEF that ceases to produce energy on a continuous basis for twelve (12) months will be considered abandoned unless the current responsible party (or parties) with ownership interest in the SEF provide substantial evidence (updated every 6 months after 12 months of no energy production) to the County Planner of the intent to maintain and reinstate the operation of that facility. It is the responsibility of the responsible party (or parties) to remove all equipment and facilities and restore the parcel to its condition prior to development of the SEF:

- a. Upon determination of abandonment, the County Planner shall notify the party (or parties) responsible they must remove the SEF and restore the site to its condition prior to development of the SEF within 365 days of notice by the County Planner.

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- b. If the responsible party (or parties) fails to comply, the County Planner may remove the SEF, sell any removed materials, and restore the site to the condition it was in prior to development of the SEF, using the Performance Guarantee provided by subsection 3 below. If necessary, the County Planner may initiate judicial proceedings or take any other steps legally authorized against the responsible parties to recover the costs required to remove the SEF and restore the site to a condition prior to development.
2. **Decommissioning Plan.** A Decommissioning Plan signed by the party responsible for decommissioning and the property owner addressing the following shall be submitted with the Permit Application:
- a. Anticipated life of the SEF.
 - b. Defined conditions upon which decommissioning will be initiated (i.e. end of land lease, no power production for 12 months, etc.)
 - c. Removal of all non-utility owned equipment, conduit, structures, fencing, solar panels, roads, and foundations.
 - d. Restoration of property to condition prior to development of the SEF.
 - e. Estimated Timeframe for completion of decommissioning activities based on current industry practices, not to exceed one year.
 - f. Description and copy of any lease or any other agreement with the property owner regarding decommissioning.
 - g. Name and address of person or party responsible for decommissioning.
 - h. Plans and schedule for updating the Decommissioning Plan.
 - i. ~~A verifiable means of determining if the decommissioning plan needs to be activated due to cessation of use for 365 days, such as a letter from the electric utility stating that it will notify the Planning Department within ten (10) business days if electricity is not received from an array within the SEF for 365 days.~~
 - j. Before final Solar Energy Facility Development Building Permit is issued, provide evidence that the Decommissioning Plan was recorded with the Register of Deeds to the County Planner or his/her designee.
 - k. Estimated decommissioning costs including contingency costs of at least 25% (in current dollars), as provided by an appropriately experienced, North Carolina licensed Engineer, under seal.
3. **Performance Guarantee.** Prior to the issuance of a Solar Energy Facility Development Building Permit, the Applicant must provide the county with a form of surety equal to 125 percent of the entire cost of decommissioning net salvage value under the plan, as estimated by a North Carolina licensed Engineer under seal, approved by the County Manager and County Attorney, either through cash, a surety performance bond, irrevocable letter of credit, or other instrument readily convertible into cash at face value, either with the County or in escrow with a financial institution designated as an official depository of the County. Surety performance bonds must renew automatically, include a minimum 90-day notice to the County prior to cancellation, and be from a company on the U.S. Department of Treasury's Listing of Certified Companies. Irrevocable letters of credit must be for the entire estimated life of the SEF.

This surety shall be retained by the County to cover the cost of the decommissioning requirements herein. Following initial submittal of the surety, the cost calculation for decommissioning shall be reviewed every five-ten (105) years, and adjusted

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accordingly based upon an updated estimate of a North Carolina licensed Engineer under seal, of the estimated decommissioning costs. Failure to comply with any requirement of this section shall result in the immediate termination and revocation of all prior approvals and permits; further, the County shall be entitled to make immediate demand upon, and/or retain any proceeds of, the surety, which shall be used for decommissioning and/or removal of the Solar Energy Facility, even if still operational.

Performance guarantee requirements under this Section 3 may be conditionally waived by the County; if the Applicant sufficiently demonstrates that decommissioning surety has been provided to the Property Owner, and/or that the Applicant has met all decommissioning rules and requirements as developed by the North Carolina Environmental Management Commission under North Carolina House Bill 329.

Section 7. Design Standards.

- 7.1 Setback and Separation Requirements.** The fence which secures the SEFs improved areas shall be setback at least ~~one hundred thirty (30+00)~~ feet from all property lines and all public rights-of-way. Solar arrays and other equipment shall be setback at least ~~twenty-five fifteen (25+15)~~ feet from the interior fence line of the SEF. SEFs shall be separated by a minimum distance of ~~three-one~~ hundred (~~300+100~~) feet from all residential, commercial, and institutional buildings, with the exception of accessory buildings such as storage sheds. Such minimum setbacks for a SEF shall be measured from the required fence of the facility.

The property owner of an affected building may, for itself but not on behalf of another protected building, waive all or any portion of the separation requirements set forth herein. The one hundred (100) foot setback distance from all property lines and all public rights-of-way would still apply in the event of a waiver. Said waiver shall be in writing and shall be in the form of an easement, with the SEF as the servient estate and the protected building as the dominant estate. The waiver/easement shall state any conditions or site plan modifications to the regulated use mutually agreed upon by the SEF, the owner of the protected building, and the County Planner as consideration for the granting of the easement. In no event shall any conditions or site plan modifications decrease the SEFs responsibilities under this Ordinance. The waiver shall be signed and acknowledged by the record owners of the fee interest of the protected building and by the owner of the fee interest of the SEF, and, if different, by all of the property owners of the property on which the SEF is located. The waiver shall further be signed by the County Planner, whose signature shall serve as a certification that the requirements of this subsection have been met.

Following recordation in the Hyde County Register of Deeds, the separation requirements of this subsection between said protected building and the SEF shall be deemed amended to conform to the provisions of the waiver. The easement granted by said waiver shall be appurtenant to and run with the land and shall be binding on the parties, their heirs, successors, and assigns; provided, that the same shall by its

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express provisions terminate at such time as the SEF ceases to have a valid Development Permit for the operation of the SEF which is the subject of the waiver.

7.2 Fencing. A fence shall be required around the entire perimeter of the SEF to secure its improved areas. The location of the fence shall ~~be determined by~~conform to the required setbacks and separation requirements outlined in Section 7.1. All solar arrays and other equipment must be located inside the required fence. The fence must be a minimum of six (6) feet in height ~~and shall be constructed of chain link. Angled barbed wire shall run along the top of the fence for the entire perimeter of the fence for security purposes.~~ The gate for ingress and egress to the SEF must be locked for security purposes.

7.3 Vegetative Buffer. A vegetative buffer shall be a conditional requirement based on the adjacent land use, to be imposed by the county. If a vegetative buffer is deemed required, The vegetative buffer it shall be installed in front of the fence within the required setback of the SEF for the entire perimeter of the SEF. The vegetative buffer shall consist of a row of evergreen bushes, planted no more than eight (8) feet apart, which are at least six (6) feet tall at the time of planting, which will reach at maturity a minimum height of fifteen (15) feet within three (3) years of planting. The bushes may be trimmed, but to no lower than a height of fifteen (15) feet.

The evergreen bushes must provide full screening from two (2) feet above ground level to the required fifteen (15) foot height. The evergreen bushes must grow to a minimum of eight (8) feet in width at the base, or the spacing between bushes must be reduced.

The evergreen bushes should be installed according to established planting techniques, including establishing a well-prepared planting area. The vegetative buffer must be maintained, including keeping vegetation healthy, neat and orderly in appearance, and free of litter and debris. Species native to Eastern North Carolina are recommended. Where adequate vegetative screening exists on the parcel where the SEF is located, the existing vegetative buffer may be used to satisfy the requirements of this Section, with the approval of the Planning Board.

7.4 Ground cover. Either sSoil with adequate vegetative cover, or wash stone (or similar material) must be maintained under and around the panels in order to reduce runoff and erosion. Native grasses and wildflowers are encouraged to be used as ground cover for the SEF. Benefits of using native grasses and wildflowers include improved erosion control, pesticide avoidance, stormwater infiltration, wildlife habitat, and reduced overall maintenance. In addition, native flowering plants provide a food source and habitat for wild native bees. Promoting habitat for native bees and other pollinators can have a positive ecological impact on disturbed sites, as well as, a positive economic impact on neighboring insect pollinated crops. Once established, these naturalized meadows are more drought tolerant and require little to no fertilization. See the NC Wildlife Resources Commission's publication titled, "Recommendations for Establishing Native Pollinator Habitat on Solar Farms in North Carolina" for more details.

7.5 Environmental Impacts. SEFs Permits are conditional upon the SEF must

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meeting all requirements of the State of North Carolina and the federal government, and provide copies of all required state and federal permits, including but not limited to:

- Stormwater Permit from the NC Dept. of Environmental Quality
- Erosion and Sedimentation Control Permit from the NC Dept. of Environmental Quality
- Certificate of Public Convenience and Necessity from the NC Utilities Commission
- Section 404 Wetlands Permit from US Army Corps of Engineers, where applicable

7.6 Roads. The minimum right-of-way width of private roads and driveways serving the SEF shall be ~~fifty twenty-five (5025)~~ feet. Private roads and driveways shall be constructed to meet all of the North Carolina Department of Transportation's (NC DOT) design standards, except for applying crushed stone for paving. A Driveway Permit must be obtained from NC DOT, and a copy of said permits shall be provided to the Planning Board. The SEF Owner shall be responsible for road maintenance, including keeping roads and driveways serving the SEF graded, ~~free of potholes,~~ and passable ~~in all weather.~~

7.7 Lighting and Electrical Emissions. The design and construction of SEFs shall not produce light emissions, either direct or indirect (reflective), that would interfere with pilot vision and/or traffic control operations as stated in the most recent Air Installation Compatible Use Zone (AICUZ) report, as well as low level military training routes as then utilized by any branch of the US Department of Defense. The design and construction of SEFs shall not produce electrical emissions that would interfere with aircraft communication systems or navigation equipment as stated in the most recent AICUZ report, as well as low level military training routes as then utilized by any branch of the US Dept. of Defense.

7.8 Power Lines. On site power lines between solar panels and inverters ~~shall be placed underground and~~ must meet all requirements of the North Carolina Electrical Code.

7.9 Solar Panel Height. The height of solar panels shall not exceed twenty (20) feet. ~~the height of the required vegetative buffer, as identified in Section 7.3~~

Section 8. SEF permit fees.

A non-refundable application fee of \$500 shall be submitted with each application for a Solar Energy Development Permit.

Section 9. Planning Board Decision.

9.1. Public Hearing. The input of local citizens shall be solicited by the Planning Board in at least one (1) public hearing on the Permit Application.

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- 9.2 Approval.** In order for the Planning Board to grant a Solar Energy Facility Development Permit, all the requirements of this Ordinance must be satisfied. The Planning Board shall have the authority to decide, based on majority vote, whether to grant approval of a Solar Energy Facility Development Permit.
- 9.3 Expiration of Approval.** A Solar Energy Facility Development Permit shall expire if construction has not begun within 365 days of issuance of the permit. A Solar Energy Facility Development Permit shall automatically expire if there are any changes in ownership, cessation of the corporation, partnership or transfer to another person. In this case, the new SEF owner(s) shall have sixty (60) days to submit a new Permit Application meeting the requirements of Section 6 of this Ordinance.

Section 10. Appeals.

- 10.1 Ability to Appeal.** Any aggrieved SEF owner or developer may file an appeal to the Hyde County Board of Commissioners relating to the interpretation or application of this Ordinance.
- 10.2 Time Limit and Notice.** Any appeal must be filed within forty-five (45) days of the decision. Written notice which states the basis or grounds for appeal shall be provided to the Clerk to the Board, or the County Manager.
- 10.3 Public Meeting.** The appeal shall be heard during a regular meeting of the Board of Commissioners within ninety (90) days of the receipt of the appeal notice.
- 10.4 Decision.** Appeals shall be decided by majority vote of the Hyde County Board of Commissioners. The Board of Commissioners shall provide a written decision regarding the appeal which includes findings of fact, rationale for the decision, and a summary of evidence or testimony presented. The burden of providing substantial evidence or testimony is upon the person or entity who filed the appeal.

Section 11. Variances.

A Variance from the provisions of this Ordinance may be authorized by the Planning Board, provided that all of the following criteria are met:

- A. Unnecessary hardship would result from the strict application of the Ordinance. It shall not be necessary to demonstrate that, in the absence of the Variance, no reasonable use can be made of the property.
- B. The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a Variance.
- C. The hardship did not result from actions taken by the applicant or property owner. The act of purchasing property with knowledge that circumstances exist that may justify the

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- granting of a Variance shall not be regarded as a self-created hardship.
- D. The requested Variance is consistent with the spirit, purpose, and intent of the Ordinance, such that public safety is secured, and substantial justice is achieved.

Section 12. Enforcement, Penalties, and Remedies for Violations.

12.1 Enforcement. The enforcement officer shall be the County Planner or his/her designee. The enforcement officer shall review site plans and make appropriate recommendations to the Planning Board. The enforcement officer shall also visit the SEFs regulated by this chapter as needed, and if the facility does not conform to this Ordinance shall discuss with the SEF Owner and/or SEF Operator the steps needed to bring the SEF into compliance. If these steps are not taken, the enforcement officer shall notify the SEF Owner in writing of the steps that must be taken to bring the facility into compliance. If the SEF Owner or SEF Operator still fails to bring the facility into compliance with this Ordinance, the enforcement officer, after consultation with the County Manager, shall initiate the necessary steps to enforce the Ordinance in accordance with Section 12.2 of this Ordinance. The enforcement officer shall also assist the SEF Owners and/or SEF Operators in making plans to comply with this Ordinance.

This Ordinance may be enforced by an appropriate equitable remedy issued from a court of competent jurisdiction. It may be enforced by injunction and order of abatement. The County may apply for a mandatory or prohibitory injunction and order of abatement commanding the violator to correct any unlawful condition upon or cease the unlawful use of the property. The County may request an order of abatement as part of a judgment in the case, and may request the court to close, demolish or remove buildings or other structures or take any other action that is necessary to bring the SEF into compliance with this Ordinance. The Ordinance may be enforced by any one or more of the remedies authorized herein.

12.2 Violation shall be a misdemeanor. Any person, firm, corporation, or other entity who constructs, maintains or operates, or who controls the maintenance of a SEF in violation of this Ordinance shall be guilty of a misdemeanor and subject to prosecution, and if convicted, shall be punished by a fine not to exceed \$500, or by imprisonment not to exceed 30 days, or both, in the discretion of the court. Each day that said SEF is constructed, maintained or operated in violation of this Ordinance shall constitute a separate and distinct offense.

Section 13. Applicability

This Ordinance shall apply to all SEFs proposed or constructed after its effective date. Modifications to an existing SEF that increases the area by more than twenty (20) percent of the original footprint or changes the solar panel type shall be subject to this Ordinance. This Ordinance shall apply to all areas of Hyde County except those lands lying within the jurisdiction of any municipality, unless such municipality formally requests the County to enforce these regulations within the municipality's area of jurisdiction.

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Section 14. Severability

Should any provision of this Ordinance be declared by any court, administrative body, or board, or any other governmental body or board, to be unconstitutional, invalid, preempted, void, or otherwise inapplicable for any reason, such decision shall not affect the validity of this Ordinance as a whole or any part thereof other than the part so decided to be unconstitutional, invalid, preempted, void, or otherwise inapplicable.

Section 15. Adoption

This Ordinance is duly adopted by the Board of Commissioners of Hyde County, North Carolina this _____ day of _____, 2019.

_____, Chairman

ATTEST
_____, Clerk to the Board

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: September 8, 2020
Presenter: Joey Williams
Attachment: Yes

ITEM TITLE: EM Update

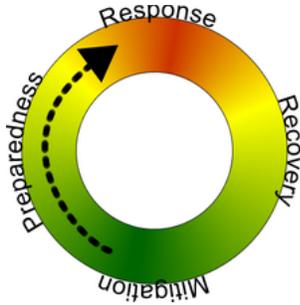
SUMMARY: EM Director will update Commissioners on the current status of Emergency Management Activities.

RECOMMEND:

MOTION MADE BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

MOTION SECONDED BY: PUGH
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VOTE: PUGH
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Public Officials' Conference

September 8, 2020 5:30 PM

Hyde County Government Center

Discussion points will include:

Emergency Management's role in a disaster

Resources – sharing, coordination, dissemination

Weather outlook and season forecast

Established partnerships: what they bring to the table –
Law enforcement, fire departments, DOT, Forestry, local businesses

Preparation and training efforts

Recent disasters and the long term effects

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: September 8, 2020
Presenter: Luana Gibbs
Attachment: No

ITEM TITLE: COVID-19 Update

SUMMARY: Luana Gibbs, Health Director, will give an update on COVID-19.

RECOMMEND: RECEIVE

MOTION MADE BY: PUGH
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MOTION SECONDED BY: PUGH
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 TOPPING

VOTE: PUGH
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Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: September 8, 2020
Presenter: Citizens
Attachment: No

ITEM TITLE: PUBLIC COMMENTS

SUMMARY: Citizens are afforded an opportunity at this time to comment on issues they feel may be of importance to the Commissioners and to their fellow citizens.

Comments should be kept to (3) minutes and directed to the entire Board, not just one individual Commissioner, staff member or to a member of the audience.

Time for one person cannot be used by another person.

Comments that reflect the need for additional assistance will be directed to the County Manager or referred to a future meeting agenda.

RECOMMEND: Receive comments.

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: September 8, 2020
Presenter: Stephanie Watson
Attachment: Yes

ITEM TITLE: PBO URP 2020

SUMMARY: Project Budget Ordinance for URP 2020.

RECOMMEND: APPROVE

MOTION MADE BY: ___ PUGH
___ SIMMONS
___ PAHL
___ SWINDELL
___ TOPPING

MOTION SECONDED BY: ___ PUGH
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___ SWINDELL
___ TOPPING

VOTE: ___ PUGH
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___ SWINDELL
___ TOPPING

HYDE COUNTY
NORTH CAROLINA HOUSING FINANCE AGENCY
2020 URGENT REPAIR PROGRAM
PROJECT BUDGET ORDINANCE

Project Ordinance : 2020-08-03

Be it ordained by the Board of Commissioners of Hyde County, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Project is hereby adopted:

Section 1. The project authorized is the Urgent Repair Program (URP20)

Section 2. Hyde County staff is hereby directed to proceed with the Urgent Repair Project within the terms of the document(s), and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete the project activities:

Urgent Repair Program Grant Award	\$97,500.00
Matching County Funds	\$2,500.00

Total Project:	\$100,000.00
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Section 4. The following amounts are appropriated for completion of the project activities:

Total Expenditures:	\$100,000.00
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Section 5. The Finance Officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records.

Section 6. The Finance Officer is directed to report on the financial status of each project element in

Section 7. Copies of this Project Ordinance shall be made available to the Finance Officer for direction in carrying out this project.

Adopted this 3rd day of July 2020

ATTEST

Earl Pugh Jr., Chair

Clerk to the Board

SEAL

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: September 8, 2020
Presenter: Kris Cahoon Noble
Attachment: No

ITEM TITLE: Appointment of Acting Tax Collector and Assessor

SUMMARY: With the retirement of the Hyde County Tax Administrator, a restructuring of the Hyde County Tax Office will be required.

The County Manager asks to be appointed as Acting Tax Collector and Assessor on an interim basis while the office is being restructured.

RECOMMEND: APPOINT KRIS CAHOON NOBLE, HYDE COUNTY MANAGER AS ACTING TAX COLLECTOR AND ASSESSOR.

MOTION MADE BY: ___ PUGH
___ SIMMONS
___ PAHL
___ SWINDELL
___ TOPPING

MOTION SECONDED BY: ___ PUGH
___ SIMMONS
___ PAHL
___ SWINDELL
___ TOPPING

VOTE: ___ PUGH
___ SIMMONS
___ PAHL
___ SWINDELL
___ TOPPING

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: September 8, 2020
Presenter: Kris Cahoon Noble
Attachment: Yes - Revised Lease

ITEM TITLE: Teach's Hole EMS Revised Lease

SUMMARY: At the August 3, 2020 meeting of the Hyde County Board of Commissioners, the board voted to approve a lease for property located at 935 Irvin Garrish Highway as an EMS station.
After approval, the owners of the property requested a 90 day right of termination be included in the document. County Attorney Holscher has included that language in the attached revised lease.

RECOMMEND: APPROVE REVISED LEASE

MOTION MADE BY: <input type="checkbox"/> PUGH	MOTION SECONDED BY: <input type="checkbox"/> PUGH	VOTE: <input type="checkbox"/> PUGH
<input type="checkbox"/> SIMMONS	<input type="checkbox"/> SIMMONS	<input type="checkbox"/>
SIMMONS	<input type="checkbox"/> PAHL	<input type="checkbox"/>
<input type="checkbox"/> PAHL	<input type="checkbox"/> SWINDELL	<input type="checkbox"/>
PAHL	<input type="checkbox"/> TOPPING	<input type="checkbox"/>
<input type="checkbox"/> SWINDELL		
SWINDELL		
<input type="checkbox"/> TOPPING		
TOPPING		

**STATE OF NORTH CAROLINA
COUNTY OF HYDE**

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") is made and entered into as of the 4th day of August, 2020, by and between **OILI, LLC**, a North Carolina limited liability company, having an address of P.O. Box 276, Ocracoke, North Carolina 27960 (hereinafter referred to as "Lessor") and the **COUNTY OF HYDE**, North Carolina, a body politic and corporate existing under North Carolina law, having an address of P.O. Box 188, Swan Quarter, North Carolina 27885 (hereinafter referred to as "Lessee").

WITNESSETH

WHEREAS, Lessor owns the property located at 935 Irvin Garrish Highway, Ocracoke, North Carolina (hereinafter referred to as "Property"), upon which Property is situated a building consisting of, among other things, two stories.

WHEREAS, Lessee desires to lease the Premises described hereinbelow from Lessor in order to utilize the same for the operation of an emergency medical services station.

WHEREAS, Lessor desires to lease said Premises to Lessee for the above described purpose.

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth, Lessor does hereby lease and let unto Lessee and Lessee hereby takes and accepts, together with all privileges and appurtenances thereto, said Premises. In consideration of the mutual promises as well as covenants herein contained, the benefits to Lessor as well as Lessee, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows.

1. **Premises.** Lessor hereby expressly grants to Lessee the right to utilize the existing exterior staircase to the second story of said building for access to the second story of said building at all times during the term of this Lease, lease as well as occupy the area and/or room (portion of the second story) that has been indentified and is known by the parties, and utilize the parking areas located on the above referenced Property (herein collectively referred to as "Premises").

2. **Term.** The term of this Lease shall commence as of the 4th day of August, 2020 and shall continue until the 30th day of June, 2021. This Lease may be terminated upon Thirty (30) days written notice by Lessee. In the event Lessor enters a contract to sell the Property, Lessor may terminate this Lease upon Ninety (90) days written notice to Lessee. Neither party shall have nor make any claim, for damages or otherwise, upon the other party's election to exercise its right to the early, unilateral termination provided for hereinabove.

3. **Rental.** Rent for the period running from August 4, 2020 through August 31, 2020 shall be \$2,177.42 and shall be payable on or before August 4, 2020. Thereafter, rent shall be \$2,500 each month, payable on or before the first day of each month beginning on or before

September 1, 2020. Any future, partial month shall be pro-rated accordingly.

4. **Assignment.** Lessee shall not assign its interest in this Lease, sublease any portion of the Premises, or permit third parties to occupy or use any portion of the Premises without Lessor's prior written consent. Notwithstanding the foregoing, Lessor expressly authorizes Lessee to utilize the Premises as herein described and expressly authorizes Lessee to provide such access to the Premises as is necessary to utilize the Premises for such purpose.

5. **Use of Premises.** Lessee shall use the Premises during the term of this Lease for the purposes specified herein and none other. Lessee shall not make any unlawful or offensive use of the Premises and agrees to keep the interior of the same in good maintenance and aesthetically pleasing appearance.

a. Lessee shall not, and shall prohibit anyone affiliated with them from, smoking inside the Premises or building and/or on the exterior decks located on the Property.

b. Lessee shall not, and shall prohibit anyone affiliated with them from, having or allowing animals, including pets, inside the Premises or building and/or on the Property.

6. **Care and Maintenance.** Lessee shall maintain the interior of the Premises in an attractive manner. Lessee shall adequately secure the Premises when Lessee is not utilizing the same in order to prevent access by others. Lessee shall pay for the repair of any and all damage to the Premises and Property, including building, caused by Lessee and its agents, members, employees, invitees, and guests (hereinafter referred to as "Lessee's Repair Obligation"). With the exception of Lessee's Repair Obligation, if any portion of the Premises or Property, including but not limited to building, HVAC, electrical or plumbing units or systems, need repair or replacement during the term, Lessor shall have the obligation to undertake and diligently pursue to completion such repairs or replacements.

7. **Improvements and Alterations.** The parties recognize that Lessee has made and/or may need to make certain improvements and alterations to the Premises in order to use the Premises as hereinbefore provided. In addition to any other permitting or approval process that may be required, Lessee shall seek and obtain approval for any such improvements and alterations from Lessor. Any alteration or improvement that is made by Lessee without approval from Lessor or that is inconsistent, in Lessor's sole discretion, with Lessor's approval, shall constitute default hereunder. All such improvements and alterations made with Lessor's approval shall be properly maintained by Lessee, in Lessor's sole discretion.

8. **Lessor's Right Of Entry.** After reasonable advance notice to Lessee, Lessor shall have the right to enter the Premises and to grant licenses to others to enter the Premises a) to inspect the Premises; b) to exhibit the Premises to prospective tenants or purchasers of the Property; c) to make alterations, additions, improvements and repairs to the Premises or to the building; d) for any purpose which Lessor shall deem necessary for the operation and maintenance of the Premises and Property, including building, and the general welfare and comfort of occupants of the building; e) for the purpose of removing from the Premises any fixtures, alterations or additions not permitted by this Lease; and f) to abate any condition which constitutes a violation of any covenant or

condition of this Lease.

9. **Insurance.**

a. Lessee, at its sole cost and expense, shall continue to maintain the insurance coverages it currently maintains.

b. Throughout the term of this Lease, Lessor shall carry fire and extended coverage insurance insuring its interest in the building and the Premises, such insurance to be written by insurance companies and in amounts satisfactory to Lessor. Throughout the term of this Lease, Lessee shall carry fire and extended coverage insurance insuring its interest, if any, in improvements to or in the Premises, its contents, and its interest in its furniture, equipment, supplies or other property.

c. Lessee shall not do or cause to be done or permit on the Premises anything deemed extra hazardous and Lessee shall not use the Premises in any manner which will cause an increase in the premium rate for any insurance in effect on the Premises, building, or part thereof. If, because of anything done, caused to be done, permitted or omitted by Lessee or its agents, members, employees, invitees or guests, the premium rate for any kind of insurance in effect on the Premises shall be increased, Lessee shall pay Lessor on demand the amount of any such increase in premium. If Lessor demands that Lessee remedy the condition which caused any such increase in an insurance premium rate, Lessee shall remedy such condition within five (5) days after receipt of such demand.

10. **Fire or Other Casualty.** In the event that before or during the term of this Lease, the Premises or the building shall be damaged by fire or other casualty which renders the building, the Premises or any part of the building or the Premises untenable, Lessor shall, within twenty (20) days of actual notice of such fire or other casualty, either 1) serve written notice upon Lessee of Lessor's intent to repair said damage or 2) if said damage renders so much of the Premises untenable that repair would not be feasible in Lessor's discretion, or if said damage shall have been occasioned by the act or omission of Lessee, its agents, members, employees, invitees, or guests, serve written notice upon Lessee that this Lease is terminated without recourse on the part of Lessee. If Lessor shall elect to repair such damage, such repairs shall be commenced as soon as is practicable after such election and Lessor shall diligently pursue such repairs to completion. Rent shall abate for any period during which the Premises are untenable.

The preceding paragraph notwithstanding, Lessor shall have no obligation to replace or repair any property in the building or on the Premises belonging to Lessee or to anyone claiming through or under Lessee nor shall Lessor have any obligation hereunder to replace or repair any property on the Premises which Lessor shall have the right to require Lessee to remove from the Premises or any alteration, addition or improvement made to the Premises by, for or at the direction of Lessee.

11. **Taxes and Assessments.** Lessor shall be responsible for and promptly pay before default any and all real and personal property taxes or special assessments, if any, that may be levied or assessed against the real property, any improvements thereon, and other property therein

Any notice so given to either party hereunder shall be conclusively considered to have been received on the third business day following the proper mailing thereof. Each party shall give written notice to the other of any change of address at least thirty (30) days in advance of the date such change is to become effective, whereupon the address so given shall control.

15. **Adherence to Regulations.** Lessee shall comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, Courts, authorities, agents, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Premises, Lessee and Lessee's use of the Premises. Further, Lessee shall comply with any and all local, state, federal or other rules and regulations as well as all applicable environmental rules and regulations, including but not limited to such rules and regulations regulating hazardous or similar substances or conditions, their storage or disposal. Such compliance shall include compliance by Lessee with the requirements of the Occupational Safety and Health Act, and all amendments thereto, as the same applies to Lessee's use of the Premises. Lessee shall not intentionally or knowingly use the Premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, municipal body, or other governmental agency. Without waiving any applicable immunity, Lessee further agrees to indemnify and hold Lessor harmless for any and all damage of any kind arising from Lessee's failure to comply with the aforementioned rules and regulations, including, but not limited to, the cost of clean-up, restoration fees, mitigation costs, and attorney's fees caused or occasioned by Lessee. Nothing in this Lease shall be construed to obligate Lessee to make any improvements to the Premises, or said exterior stairway, in order for the Premises, or said exterior stairway, to comply with any applicable state, local, or federal laws, rules or regulations.

16. **Relationship of Parties.** In carrying out the terms and conditions of this Lease, Lessee is an independent party from Lessor and is not an agent or employee of Lessor. Nothing contained in this Lease shall create or be construed as creating a partnership, joint venture, or employee relationship between Lessor and Lessee.

17. **Waiver.** No waiver of any condition, covenant or restriction of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition, covenant or restriction of this Lease.

18. **Surrender of Possession, Holding Over.** Upon the expiration or any other termination of this Lease, Lessee shall quit and surrender the Premises to Lessor. Upon the expiration or any other termination of this Lease, Lessee shall retain ownership of and shall remove any items of personal property and shall, upon notice from Lessor, remove any and all improvements and alterations described in such notice, including fixtures, made or placed on or about the Premises by Lessee and, consistent with such notice, return the Premises to its condition prior to any installation or placement of such item(s) or making of any such improvements or alterations thereon, ordinary wear and tear excepted. Failure by Lessee to perform the obligations

contained in this paragraph shall entitle Lessor to remove and dispose of said personal property, improvements, and alterations and recover all of its costs and expenses in doing so from Lessee. If Lessee shall remain in possession of the Premises or any part thereof after the expiration of the term of this Lease, either with or without Lessor's acquiescence, Lessee shall be deemed a tenant at will, and such holding over by Lessee shall in no way constitute a renewal of this Lease.

19. **Default.** If either party shall fail to perform any provision of this Lease and that failure to perform is not cured within ten (10) days after written notice thereof has been given to that party, the same shall constitute an event of default.

20. **Remedies Upon Default.**

- a. Lessor shall have the absolute right upon default by Lessee to
 - i. Terminate this Lease;
 - ii. Enter the Premises without notice to vacate (any such right to which is hereby waived by Lessee), change any and all locks on the Premises, and re-let the Premises all without being liable for forcible entry, trespass, or other tort; and
 - iii. Collect from Lessee any damages resulting from Lessee's default, including the costs of repairing the Premises or Property, including building.
- b. Lessee shall have the absolute right upon default by Lessor to vacate the Premises and return all keys to Lessor.

21. **Illegal Provisions, Governing Law.** If any provision of this Lease shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect. This Lease shall be governed by and construed in accordance with the laws of North Carolina.

22. **Entire Agreement.** This Lease contains the entire agreement between the parties hereto with respect to Lessee's use as well as occupancy of said Premises and all prior as well as contemporaneous agreements are merged herein. This Lease shall not be altered or modified except in writing signed by all parties hereto.

IN WITNESS WHEREOF, after due authority given, the parties hereto have executed this Lease as of the date first above written.

[The rest of this page is intentionally left blank. Signatures are contained on the following pages.]

PRE-AUDIT CERTIFICATE

This Lease has been pre-audited in accordance with North Carolina General Statute § 159-28 and in the manner required by the Local Government Budget and Fiscal Control Act.

Corrinne Gibbs, Chief Finance Director

LESSEE:

ATTEST:

COUNTY OF HYDE

By: _____

Hyde County Clerk

By: _____
Kris Noble, County Manager
County of Hyde

STATE OF NORTH CAROLINA
COUNTY OF HYDE

I, _____, a Notary Public of the State and County aforesaid, certify that _____, personally appeared before me this day and acknowledged that he/she is a Clerk for the **COUNTY OF HYDE**, North Carolina, and as the act of the corporation, the foregoing instrument was signed in its name by **KRIS NOBLE**, Hyde County Manager, sealed with its corporate seal and attested by him/her as its Clerk.

Witness my hand and official seal, this the _____ day of _____, 2020.

NOTARY PUBLIC

My Commission expires: _____

LESSOR:

OILI, LLC

By: _____
_____, Member/Manager
OILI, LLC

STATE OF _____
COUNTY OF _____

Before me, a Notary Public in and for the County and State aforesaid, this day personally appeared _____ and acknowledged that he/she is a Member/Manager of **OILI, LLC**, and that he/she, in that capacity, being authorized to do so, executed the foregoing instrument on behalf of the company.

Witness my hand and official seal, this the _____ day of _____, 2020.

NOTARY PUBLIC

My Commission expires: _____

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: September 8, 2020
Presenter: County Manager Noble
Attachment: Yes - Lease

ITEM TITLE: BCCC Davis Center Lease Renewal

SUMMARY: The attached lease extends the Beaufort County Community College at the Davis Center Building.

RECOMMEND: APPROVE LEASE

MOTION MADE BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

MOTION SECONDED BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

VOTE: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

STATE OF NORTH CAROLINA
COUNTY OF HYDE

LEASE

THIS LEASE is made and entered into as of the 1st day of January, 2020, by and between the **COUNTY OF HYDE**, North Carolina, a body politic and corporate existing under North Carolina law, ("**LESSOR**") and **BEAUFORT COUNTY COMMUNITY COLLEGE**, a North Carolina State Agency, ("**LESSEE**").

WITNESSETH

That subject to the provisions of Chapter 160A, Section 272, of the General Statutes of North Carolina and the terms and conditions herein set forth, "**LESSOR**" does hereby let and lease unto "**LESSEE**", and "**LESSEE**" does hereby accept, that certain real property and improvements located thereon in Lake Landing Township, Hyde County, North Carolina, more fully described as follows:

A portion of that building and curtilage known as the "Hyde/Davis Business Enterprise Center" at the former Davis Elementary School at 33460 US 264, Engelhard, North Carolina. The portion is more specifically identified as Office Suite 1A as well as Room Numbers 4A, 4B, 6, 7 and 8 of said building (the "**Leased Premises**"), along with such use of the curtilage as is necessary for the use and enjoyment of the Leased Premises; however, use of the curtilage shall be non-exclusive and shall be subject to the use and enjoyment of other users and lessees of the curtilage and different portions of the buildings.

The use and occupancy by "**LESSEE**" of the Leased Premises shall include the non-exclusive right to use the parking areas, service roads, sidewalks, bathrooms and other areas subject to reasonable restrictions on such use as may be promulgated by "**LESSOR**". In the event that the terms of such restrictions and the terms of this Lease conflict, the terms of this Lease shall control. "**LESSEE**" shall use, maintain, and occupy the Leased Premises in a careful, safe, and proper manner, and shall not commit waste thereon.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS.

This Lease shall begin as of the 1st day of January, 2020 and shall exist and continue until and including the 31st day of December, 2020. "LESSEE" will be allowed to lease the premises rent free for the one-year lease term.

All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage prepaid, and addressed as follows:

If to "LESSOR":

County of Hyde
Kris Noble, County Manager
30 Oyster Creek Road
PO Box 188
Swan Quarter, NC 27885

If to "LESSEE": Beaufort County Community College
Attn: Continuing Education
5337 US Highway 264 E.
Washington, NC 27889

"LESSOR" agrees during the term of this Lease to make exterior and interior repairs as may be necessary to maintain said Leased Premises and make said Leased Premises safe, usable and in compliance with the State Building Code, so long as said repairs do not become unduly burdensome and expensive to "LESSOR". If "LESSOR" determines, in its sole discretion, that said repairs have become too burdensome and expensive then "LESSOR" may, at its option, terminate this lease upon 90 days written notice to "LESSEE".

It is further understood and agreed that, if "LESSOR" shall fail to make or maintain said Leased Premises in a usable condition pursuant to the State Building Code for its intended purposes, then, in such event, "LESSEE" may, at its option, terminate this Lease upon 90 days written notice to "LESSOR".

Basic utilities including internet service with sufficient speed and bandwidth to accommodate "LESSEE's" activities will be supplied to the Leased Premises by "LESSOR".

"LESSOR" agrees to obtain and maintain at its sole cost and expense liability insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000.00), with limits of at least Fifty Thousand Dollars (\$50,000.00), single limit bodily injury for any number of persons

injured or killed per occurrence and One Hundred Thousand Dollars (\$100,000.00) property damage. At its option, "LESSOR" may provide such coverage through a blanket policy. "LESSEE" agrees to be responsible for insuring the contents of any personal or business property and equipment owned by "LESSEE". A current certificate of "LESSEE's" evidence of insurance shall be furnished to "LESSOR" no later than thirty (30) days from the commencement date of this Lease, and shall be updated by "LESSEE" as appropriate to verify uninterrupted coverage at all times during the duration of the Lease.

Notwithstanding anything in this Lease to the contrary, "LESSOR" and "LESSEE" hereby waive and release each other of and from any and all rights of recovery, claims, actions or causes of action against each other, their agents, officers, representatives, employees, servants, contractors and invitees for any loss or damage that may occur to the Leased Premises, improvements or fixtures therein or thereon, or any personal property within the Leased Premises, from any cause whatsoever, to the extent insured against under the terms of any insurance policy carried by either party, regardless of cause or origin, including the negligence of "LESSOR" or "LESSEE" or their agents, officers, representatives, servants, employees, contractors or invitees.

"LESSEE" may not at any time during the term of this Lease make alterations to the improvements located on said Leased Premises without the express consent of "LESSOR". Any and all improvements to said Leased Premises will remain and become the property of the "LESSOR" once the term of this Lease has expired. Should the improvements upon the Leased Premises be destroyed or rendered unfit for use and occupancy by fire or other casualty, this Lease shall thereupon terminate. Trade fixtures and equipment that "LESSEE" installs in or on the Leased Premises shall not be deemed a part of the Leased Premises and "LESSEE" may remove those trade fixtures and equipment any time during the term of this Lease or upon the termination or expiration of this Lease.

"LESSEE" may not assign this Lease or enter into any sublease agreement for the Leased Premises without the prior consent of "LESSOR", which consent shall not be unreasonably withheld, conditioned or delayed; except that "LESSEE" may assign its rights and obligations under this Lease without the consent of "LESSOR" to (a) an entity that controls, is controlled by, or is under common control with "LESSEE"; (b) the purchaser of all or substantially all of the

assets of "LESSEE"; or (c) an entity into which "LESSEE" merges. A change in the ownership or control of "LESSEE" shall not be deemed an assignment of this Lease.

In the event "LESSEE" shall hold over after the expiration of this Lease for any purpose, "LESSEE" shall become a tenant at will.

In addition to any other remedies available at law or in equity "LESSEE" shall have the right to terminate this Lease by written notice to "LESSOR" should "LESSOR" default in its obligations under this Lease and such default continues for seven (7) days after written notice from "LESSEE", or if such default cannot be cured in seven (7) days, then "LESSOR" shall have a reasonable time thereafter to cure the default, provided the cure is commenced within such seven (7) day period.

"LESSEE" shall have the right to record this Lease at the Office of the Hyde County Register of Deeds.

"LESSOR" represents and warrants to "LESSEE" that all consents and approvals required for the execution, delivery and performance of this Lease have been obtained and that "LESSOR" has the right and authority to enter into this Lease.

Each party hereto warrants and represents to the other that it has not dealt with any real estate broker or salesman in connection with the negotiation or execution of this Lease. Each party agrees to indemnify and hold the other harmless from and against any and all claims arising out of a breach of the foregoing representation and warranty by the indemnifying party.

This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Executed versions of this Lease may be delivered by the parties via facsimile transmission or email, either or both of which shall constitute delivery of an original.

This Lease embodies the entire agreement and understanding of the parties related to its subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral agreements relating to the subject matter of this Lease. No representation, promise, inducement or statement of intention has been made by any party that has not been embodied in this Lease.

IN WITNESS WHEREOF, the Hyde County Board of Commissioners has caused this Lease to be signed in its name by its County Manager and Beaufort County Community College

has caused this Lease to be signed in its name by its duly authorized President as of the day and year first above written.

LESSEE:

Beaufort County Community College,
a North Carolina State Agency

By: _____

Name: Dr. David Loope

Title: President

LESSOR:

County of Hyde, North Carolina

By: _____

Name: Kris Noble

Title: County Manager

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that Dr. David Loope personally appeared before me this day and being by me duly sworn, acknowledged that he is the President of Beaufort County Community College, a North Carolina State Agency, and that by authority duly given, the foregoing instrument was signed by him in its name.

Witness my hand and Notarial Seal, this, the _____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF HYDE

I, _____, a Notary Public for said County and State, do hereby certify that Kris Noble personally appeared before me this day and being by me duly sworn, acknowledged that she is the County Manager of the County of Hyde, North Carolina, and that by authority duly given, the foregoing instrument was signed by her in its name.

Witness my hand and Notarial Seal, this, the _____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires: _____

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: September 8, 2020
Presenter: County Manager Noble
Attachment: Yes - Lease

ITEM TITLE: BHM Davis Center Lease Renewal

SUMMARY: The attached lease extends the Beaufort Hyde Martin Library at the Davis Center Building.

RECOMMEND: APPROVE LEASE

MOTION MADE BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

MOTION SECONDED BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

VOTE: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

STATE OF NORTH CAROLINA
COUNTY OF HYDE

LEASE

THIS LEASE is made and entered into as of the 1st day of January, 2020, by and between the **COUNTY OF HYDE**, North Carolina, a body politic and corporate existing under North Carolina law, ("**LESSOR**") and **BHM REGIONAL LIBRARY, INC.**, a North Carolina corporation and State Agency, ("**LESSEE**").

WITNESSETH

That subject to the provisions of Chapter 160A, Section 272, of the General Statutes of North Carolina and the terms and conditions herein set forth, "**LESSOR**" does hereby let and lease unto "**LESSEE**" and "**LESSEE**" does hereby accept that certain real property and improvements located thereon in Lake Landing Township, Hyde County, North Carolina, more fully described as follows:

A portion of that building and curtilage known as the "Hyde/Davis Business Enterprise Center" at the former Davis Elementary School at 33460 US 264, Engelhard, North Carolina. The portion is more specifically identified as Room Number 5 of said building (the "**Leased Premises**"), along with such use of the curtilage as is necessary for the use and enjoyment of the Leased Premises; however, use of the curtilage shall be non-exclusive and shall be subject to the use and enjoyment of other users and lessees of the curtilage and different portions of the buildings.

The use and occupancy by "**LESSEE**" of the Leased Premises shall include the non-exclusive right to use the parking areas, service roads, sidewalks, bathrooms and other areas subject to reasonable restrictions on such use as may be promulgated by "**LESSOR**". In the event that the terms of such restrictions and the terms of this Lease conflict, the terms of this Lease shall control. "**LESSEE**" shall use, maintain, and occupy the Leased Premises in a careful, safe, and proper manner, and shall not commit waste thereon.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS.

This Lease shall begin as of the 1st day of January, 2020 and shall exist and continue until and including the 31st day of December, 2020. "LESSEE" will be allowed to lease the premises rent free for the one-year lease term.

All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage prepaid, and addressed as follows:

If to "LESSOR":

County of Hyde
Kris Noble, County Manager
30 Oyster Creek Road
PO Box 188
Swan Quarter, NC 27885

If to "LESSEE": BHM Regional Library
Patrick Fitzgerald, Director
158 N. Market St.
Washington, NC 27889

"LESSOR" agrees during the term of this Lease to make exterior and interior repairs as may be necessary to maintain said Leased Premises and make said Leased Premises safe, usable and in compliance with the State Building Code, so long as said repairs do not become unduly burdensome and expensive to "LESSOR". If "LESSOR" determines, in its sole discretion, that said repairs have become too burdensome and expensive then "LESSOR" may, at its option, terminate this lease upon 90 days written notice to "LESSEE".

It is further understood and agreed that, if "LESSOR" shall fail to make or maintain said Leased Premises in a usable condition pursuant to the State Building Code for its intended purposes, then, in such event, "LESSEE" may, at its option, terminate this Lease upon 90 days written notice to "LESSOR".

The following charges for utilities and services supplied to the Leased Premises shall be paid directly by "LESSEE" (which "LESSOR" shall cause to be separately metered or assessed): cable, telephone and internet service.

"LESSEE" agrees to be responsible for liability insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000.00), with limits of at least Fifty Thousand Dollars

(\$50,000.00), single limit bodily injury for any number of persons injured or killed in one occurrence and One Hundred Thousand Dollars (\$100,000.00) property damage. At its option, "LESSEE" may provide such coverage through a blanket policy. "LESSEE" also agrees to be responsible for insuring the contents of any personal or business property and equipment owned by "LESSEE". A current certificate of "LESSEE's" evidence of insurance shall be furnished to "LESSOR" no later than thirty (30) days from the commencement date of this Lease, and shall be updated by "LESSEE" as appropriate to verify uninterrupted coverage at all times during the duration of the Lease.

Notwithstanding anything in this Lease to the contrary, "LESSOR" and "LESSEE" hereby waive and release each other of and from any and all rights of recovery, claims, actions or causes of action against each other, their agents, officers, representatives, employees, servants, contractors and invitees for any loss or damage that may occur to the Leased Premises, improvements or fixtures therein or thereon, or any personal property within the Leased Premises, from any cause whatsoever, to the extent insured against under the terms of any insurance policy carried by either party, regardless of cause or origin, including the negligence of "LESSOR" or "LESSEE" or their agents, officers, representatives, servants, employees, contractors or invitees.

"LESSEE" may not at any time during the term of this Lease make alterations to the improvements located on said Leased Premises without the express consent of "LESSOR." Any and all improvements to said Leased Premises will remain and become the property of the "LESSOR" once the term of this Lease has expired. Should the improvements upon the Leased Premises be destroyed or rendered unfit for use and occupancy by fire or other casualty, this Lease shall thereupon terminate. Trade fixtures and equipment that "LESSEE" installs in or on the Leased Premises shall not be deemed a part of the Leased Premises and "LESSEE" may remove those trade fixtures and equipment any time during the term of this Lease or upon the termination or expiration of this Lease.

"LESSEE" may not assign this Lease or enter into any sublease agreement for the Leased Premises without the prior consent of "LESSOR", which consent shall not be unreasonably withheld, conditioned or delayed; except that "LESSEE" may assign its rights and obligations under this Lease without the consent of "LESSOR" to (a) an entity that controls, is controlled by, or is under common control with "LESSEE"; (b) the purchaser of all or substantially all of the

assets of "LESSEE"; or (c) an entity into which "LESSEE" merges. A change in the ownership or control of "LESSEE" shall not be deemed an assignment of this Lease.

In the event "LESSEE" shall hold over after the expiration of this Lease for any purpose, "LESSEE" shall become a tenant at will.

In addition to any other remedies available at law or in equity, "LESSEE" shall have the right to terminate this Lease by written notice to "LESSOR" should "LESSOR" default in its obligations under this Lease and such default continues for seven (7) days after written notice from "LESSEE," or if such default cannot be cured in seven (7) days, then "LESSOR" shall have a reasonable time thereafter to cure the default, provided the cure is commenced within such seven (7) day period.

"LESSEE" shall have the right to record this Lease at the Office of the Hyde County Register of Deeds.

"LESSOR" represents and warrants to "LESSEE" that all consents and approvals required for the execution, delivery and performance of this Lease have been obtained and that "LESSOR" has the right and authority to enter into this Lease.

Each party hereto warrants and represents to the other that it has not dealt with any real estate broker or salesman in connection with the negotiation or execution of this Lease. Each party agrees to indemnify and hold the other harmless from and against any and all claims arising out of a breach of the foregoing representation and warranty by the indemnifying party.

This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Executed versions of this Lease may be delivered by the parties via facsimile transmission or email, either or both of which shall constitute delivery of an original.

This Lease embodies the entire agreement and understanding of the parties related to its subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral agreements relating to the subject matter of this Lease. No representation, promise, inducement or statement of intention has been made by any party that has not been embodied in this Lease.

IN WITNESS WHEREOF, the Hyde County Board of Commissioners has caused this Lease to be signed in its name by its County Manager and BHM Regional Library, Inc. has

caused this Lease to be signed in its name by its duly authorized Director as of the day and year first above written.

LESSEE:

BHM Regional Library, Inc.
a North Carolina corporation and State
Agency

By: _____

Name: Patrick Fitzgerald

Title: Director

LESSOR:

County of Hyde, North Carolina

By: _____

Name: Kris Noble

Title: County Manager

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that Patrick Fitzgerald personally appeared before me this day and being by me duly sworn, acknowledged that he is the Director of BHM Regional Library, Inc., a North Carolina Corporation and State Agency, and that by authority duly given, the foregoing instrument was signed by him in its name.

Witness my hand and Notarial Seal, this, the _____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF HYDE

I, _____, a Notary Public for said County and State, do hereby certify that Kris Noble personally appeared before me this day and being by me duly sworn, acknowledged that she is the County Manager of the County of Hyde, North Carolina, and that by authority duly given, the foregoing instrument was signed by her in its name.

Witness my hand and Notarial Seal, this, the _____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires: _____

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: September 8, 2020
Presenter: Manager Noble
Attachment: No

ITEM TITLE: Restructuring of Tax Office

SUMMARY:

The Manager will present a plan that appoints a Tax Administrator from existing staff not currently in the Tax Department, maintaining the Deputy Tax Administrator position, hiring a Land Records Manager, utilizing the former Tax Administrator on a contractual basis for consulting and working with existing staff within the Register of Deeds Office for information sharing and cashing as needed.

The proposed plan is operable under the existing budget.

Tax Administrator
(Collector and Assessor)

Deputy Tax Administrator

Land Records Manager

ROD Liaison & Cashier

RECOMMEND: RECEIVE REPORT

MOTION MADE BY: ___ PUGH
___ SIMMONS
___ PAHL
___ SWINDELL
___ TOPPING

MOTION SECONDED BY: ___ PUGH
___ SIMMONS
___ PAHL
___ SWINDELL
___ TOPPING

VOTE: ___ PUGH
___ SIMMONS
___ PAHL
___ SWINDELL
___ TOPPING

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: September 8, 2020
Presenter: Kris Cahoon Noble
Attachment: Yes - IT Technician Job Description

ITEM TITLE: IT Technician Job Description

SUMMARY: The attached job description details the job responsibilities, duties and requirements of a full time IT technician. This must be approved by the board to be adopted into the county salary plan.

RECOMMEND:

MOTION MADE BY: ___ PUGH
___ SIMMONS
___ PAHL
___ SWINDELL
___ TOPPING

MOTION SECONDED BY: ___ PUGH
___ SIMMONS
___ PAHL
___ SWINDELL
___ TOPPING

VOTE: ___ PUGH
___ SIMMONS
___ PAHL
___ SWINDELL
___ TOPPING

IT SUPPORT TECHNICIAN

Salary Grade 57

General Statement of Duties

The Desktop Support Technician performs technical work in support of networked personal computers, peripherals and computer applications, technology troubleshooting, computer deployment, and related tasks.

Distinguishing Features of the Class

An employee in this class is responsible for providing hardware and software support to users including but not limited to hardware and software installation, hardware and software trouble analysis, and software training. This position is responsible for responding to and resolving support requests for technology assistance by County staff. This position provides training on a variety of programs and computer applications to computer users. Work is performed under the general supervision of the IT Manager.

Essential Duties and Tasks

Maintains various versions of Microsoft software on desktop computers and provides training.
Maintains Anti-Virus software on desktop computers and performs diagnostic scans for viruses, malware and malicious programs.
Installs and upgrades internet-based applications.
Assists users with online seminars and internet-based applications and other technology related requirements for business needs.
Collaborates and assists software and hardware vendors with support on various business applications.
Works with users and vendors to troubleshoot application errors and problems.
Performs diagnostic tests on computers and repairs or replaces hardware and peripheral devices as needed.
Monitors and resolves support tickets within area of responsibility. Escalates tickets to other staff as needed.
First point of support contact for helpdesk requests.
Resets user passwords and unlocks user accounts in all systems (network, email, telephone and applications).
Prepares computers for deployment into departments by installing all necessary software and ensuring user profile data is migrated to new computers.
Configure, test, deploy, maintain and troubleshoot end-point devices to departments
Build, test and install customized configurations in operating systems.
Connect devices to network, troubleshoot connectivity issues, insure computers are online.
Build and replace computers within the PC replacement program; migrate users to new computers.
Mobile device support for County-owned devices
Cross trains in other positions as needed and serves as backup to other staff.
Create, update and maintain technical documentation; create and update HelpDesk Knowledgebase
Other duties as assigned.

Knowledge, Skills and Abilities

Knowledge of computer operating systems and productivity software.

Ability to recognize, analyze and provide solutions to technology related problems.

Ability to train users in hardware and software applications.

Ability to exercise independent judgment and initiative performing assigned projects.

Exceptional interpersonal skills with a focus on customer-driven service delivery.

Ability to communicate clearly and effectively with other personnel.

Ability to plan, organize, and schedule work effectively.

Ability to manage work tasks and schedule with minimal supervision.

Ability to present ideas in user-friendly language.

Ability to absorb and retain information quickly.

Ability to exercise tact and courtesy in frequent contact with other County departments and to exercise and maintain effective working relationships.

Physical Requirements

Must be able to physically perform the basic life operational functions of climbing, stooping, kneeling, crouching, reaching, carrying, walking, lifting, fingering, grasping, feeling, talking, hearing, pushing, pulling and repetitive motions.

Must be able to perform medium work exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently and/or up to 10 pounds of force constantly to move objects.

Must possess the visual acuity to work with data and figures, to use measurement devices, to operate a computer terminal, and to read extensively.

Education and Experience

Graduation from high school or General Equivalency Diploma (GED) and two years of experience in maintaining and installing computer hardware and software; or an equivalent combination of training and experience sufficient to successfully perform the duties of the job listed above. An Associate's Degree in Computer Science or related technical field is preferred.

Special Requirements

Must have and maintain a valid North Carolina driver's license and a means of travel between office locations.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: September 8, 2020
Presenter: County Manager Kris Noble
Attachment: Yes

ITEM TITLE: BUDGET MATTERS

SUMMARY: Departmental budget revisions and amendments will be presented by department managers for Board discussion and approval.

Health Department

RECOMMEND: Discussion and approve budget revisions and amendments.

MOTION MADE BY: ___ PUGH
___ SIMMONS
___ PAHL
___ SWINDELL
___ TOPPING

MOTION SECONDED BY: ___ PUGH
___ SIMMONS
___ PAHL
___ SWINDELL
___ TOPPING

VOTE: ___ PUGH
___ SIMMONS
___ PAHL
___ SWINDELL
___ TOPPING

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020BUDGET REVISIONS

MEETING DATE
9/8/2020

"+" EXP BUDGET	"- " EXP BUDGET
"- " REV BUDGET	"+" REV BUDGET

(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
9/21	Adult Health	10-5890.4600	Medical Supplies	\$ 990.29	
		10-3481.0029	Adult Health Patient Fees		\$ 990.29
			TOTAL	\$ 990.29	\$ 990.29

Grant funding received from League of Municipalities for preventive health interventions in a Wellness Program. Funds are being run the Health Department as purchases for wellness activities will be made through Adulth Health, e.g. pedometers. **Budget is increased but no local appropriations are needed.**

REQUESTED _____ DATE _____

APPROVED... CO MANAGER CO COMMISSIONER-CHAIR CLERK TO BOARD

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: September 8, 2020
Presenter: Chair, Vice-Chair, Commissioners, Manager
Attachment: No

ITEM TITLE: MANAGEMENT REPORTS

SUMMARY: This is a time for each Commissioner to give reports on their work representing the County.

Additionally, Commissioners may wish to bring up issues they wish to have followed up by the Board or by the County Manager.

The County Manager will give an oral update on various projects and other administrative matters.

RECOMMEND: Receive reports. Discussion and possible action as necessary.

MOTION MADE BY: ___ PUGH
___ SIMMONS
___ PAHL
___ SWINDELL
___ TOPPING

MOTION SECONDED BY: ___ PUGH
___ SIMMONS
___ PAHL
___ SWINDELL
___ TOPPING

VOTE: ___ PUGH
___ SIMMONS
___ PAHL
___ SWINDELL
___ TOPPING

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: September 8, 2020
Presenter: Citizens
Attachment: No

ITEM TITLE: PUBLIC COMMENTS

SUMMARY: The public is invited to use this time to make comments to the County Commissioners on items discussed during this meeting and/or matters not discussed earlier in the meeting.

RECOMMEND: Receive comments.

Department Reports



Hyde SWCD Supervisors

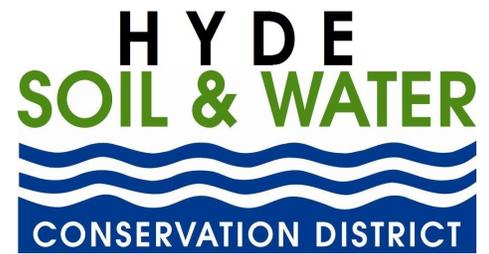
J. W. Spencer, Chairman

Daren Hubers, Vice Chair

Earl O'Neal, Sec/Treasurer

Chad Spencer, Member

Darren Armstrong, Member



CONSERVATION CONNECTIONS

Report to Commissioners

September 2020



NC AGRICULTURE COST SHARE PROGRAM SIGN-UP

Hyde SWCD has received 100% of their allocation for the North Carolina Agriculture Cost Share Program for the 2020/2021 program year. The District has received as of August 31, 2020 \$36,486.00 in cost share funds. The District also received funds through the Agricultural Water Resources Assistance Program (AgWRAP) in the amount of \$7,500.00 and \$7,569.00 in Impaired/Impacted funds for a total of \$51,555.00. The sign up for applications is now available and will continue through January 29, 2021 or until all funds have been expended. The District offers funding on BMP's such as nutrient management, water control structures, land smoothing and 3 year continuous no-till crop rotation. The limit for nutrient management acreage is 250 acres and applicant must agree to carry out the practice for three years on the same land. The incentive payment for this practice is \$6.00 per acre. The acreage limit on conservation tillage is 100 acres. The incentive payment for this practice is \$60.00 per acre. The District is offering land smoothing at \$187.50 an acre with a 40 acre cap and cover crop at 150 acres at \$40.00 an acre with an lifetime cap not to exceed \$15,000.

The purpose of the cost share program is to reduce the amount of nutrients entering surface and groundwater through best management practices (BMP's) such as nutrient management.

If you are interested in these programs, please contact the Hyde Soil & Water Conservation District office located at 30 Oyster Creek Road, Hyde Government Center, Suite 131 in Swan Quarter, North Carolina. You may also call our office at (252) 926-4195 or (252) 926-5291, Cruise Gibbs, Cost Share Technician will be happy to talk to you about our programs and assist you with the application process.

"The Hyde Soil & Water Conservation District promotes the wise use and management of our natural resources by providing educational information, dedicated and experienced leadership and technical assistance to landowners, land users, local interest groups, the community and schools. The Hyde Soil & Water Conservation District is committed to providing equal services to all clients without regard to race, color, national origin, gender, religion, age, disability, political beliefs, marital or family status."

"Conservation is a cause that has no end. There is no point at which we say our work is finished."

Rachel Carson

District Staff Activities

Dobble Cahoon, District Administrator

Cruise Gibbs, NC Cost Share Technician

NC Agriculture Cost Share Program Inspections on Implemented Water Control Structures and Request for Payments processed for work completed.

Inspections on AgWRAP Well Installed and Request for Payment processed for work completed.

Nutrient Management Plan assistance for Rose Acre Egg Farm

Site Visit with NC Working Lands Trust for a Hyde County Grant Recipient to develop Baseline Documentation Report and Environmental Assessment on 138 acres.

Laying off V ditches for 2 farmers

Pre-Storm & Post Storm Inspections of SQ Watershed complete. Reports to Finance and Steering Committee

Developing Annual Report for District

CET General Session 8.25.20

Education Training

July 7th on Watersheds

July 14th—How to Use Wakelet an online tool

July 21st— School Yard Explorations

August 26th—Kahoot virtual education tool

Technical Trainings

August 11, 2020 NRCS EWP Training

August 24th Water Points Surveys

August 25th Topo Maps, Delineating watersheds & Determining peak runoff

August 26th Heavy Use Area Protection, Water Well & Pumping Plant & Agricultural Road Repair/Stabilization

August 27th Carbon Farm Planning

Managerial Training/Managerial Guidance Document

District Spotlight /Education Corner



London Williams, 3rd Grade Winner



Aislyn Brinn, 4th Grade Winner



Ryan Randalls, 5th Grade Winner

Contact Us :

Hyde Soil & Water
Conservation District

Hyde Government
Center, Suite #131

30 Oyster Creek
Road

Swan Quarter, North
Carolina 27885

252.926.4195
252.926.5291

dcahoon@hydecounctync.gov
OR cruise.gibbs@hydecounctync.gov.

visit our website at: [http://
www.hydeswcdnc.org/](http://www.hydeswcdnc.org/)



Water has a voice. It carries a message that tells those downstream who you are and how you care for the land. Bernie McGurl, Lackawanna River Association

Hyde SWCD Supervisors

J. W. Spencer, Chairman

Daren Hubers, Vice Chair

Earl O'Neal, Sec/Treasurer

Chad Spencer

Darren Armstrong, Member

Moved to Beaufort Co. (Vacant Seat)

Hyde SWCD & NRCS Staff

Debbie Cahoon, District Administrator

Cruise Gibbs, NCACSP Technician

Bill Gardiner NRCS District Conservationist

Anthony Hester, NRCS Soil Conservation Tech

The District greatly appreciates the working relationship it has with individuals, county, state and federal agencies in getting conservation measures on the land to protect our natural resources. We will continue to strive to better our environment for future generations.



**HYDE COUNTY COOPERATIVE EXTENSION
COMMISSIONER REPORT
AUGUST 2020**

AUGUST PROGRAMS

Juvenile Crime Prevention Council (JCPC): The H.Y.D.E. Kids program is wrapping up its summer programming and will be terminating all youth from the program this month. Referrals will be sent to our local school (MES) to recruit potential youth that could benefit from our program. Referrals forms are sent to the principal, school teachers, guidance counselor, and social worker at the school. We will be looking to fill fifteen spots with 3rd-5th graders that will need help improving social skills, behavior, and academics.

4-H Club Update: 4-H club activities will be resumed once restrictions are lifted and NC State University deems face-to-face club meetings to be satisfactory.

Last year, we had ambitions on starting up our first ATV Safety and Reeling in Leaders Fishing Clubs. Though our efforts were brought to a halt due to the pandemic, we are looking into jump starting those efforts by offering participants virtual options to work on online certification courses and informational sessions.

Our Hyde County Shooting Sports team is still unable to have any practices or competitions just yet, but we will still be seeking to secure grant funding for our team in hopes of resuming competition in the spring. We will be encouraging all team members to practice at home and hopefully be able to distribute supplies to help with those efforts.

4-H Teen Council: We are planning to recruit youth for our 4-H Teen Council this month and their responsibilities would be to help lead discussions on the types of programming they wish to see in our community for youth. The 4-H Teen Council will also be responsible for leading the Teen Court program that will be implemented this year. We will hold virtual meetings until further notice.

Other Updates: Hyde County 4-H is planning to host a series of virtual events for our youth and adults to participate in, soon. Please stay on the lookout for these special events. We plan to partner with our local schools to help in any way possible during this time by offering school enrichment programs and curriculum. If there is anything that Hyde County 4-H can do to be of any assistance in helping with youth programming please feel free to reach out.

4-H Summer Programming Update: Hyde County 4-H wrapped up its 8-week summer program last week. Though it was very different from our usual summer, we learned how to reach youth in a different way and keep them engaged in our program. Moving forward, this hybrid approach for summer programming could be a way that we could expand our efforts in reaching every child in our county.

Mobile Food Pantries: Mailed recipe cards to mobile pantry sites for next 4 months. Scranton: 85 & Swan Quarter and Engelhard: 100 cards each, per month.

PICH Produce Prescription Program: May-July: 73 vouchers (\$5 each) distributed between Extension & HCHD → 19 redeemed by July 31; expire Aug 31. August: 15 new vouchers distributed; expire Sept 30.

Permanent Food Pantry Box: working to build a permanent food pantry box for community to donate as needed/able while others can take from, as needed. Local church to help maintain structure and notify if goods are becoming too low.

Virtual Blackland Farm Managers Tour

Videos for the 2020 Virtual Blackland Farm Managers Tour started to release on August 5th. Videos will continue to release through the summer. The videos can be viewed on the Beaufort Co. Extension YouTube page. (<https://tinyurl.com/y2snvxyr>)

Video Recording and Editing - I have spent a lot of time recording and editing videos for the Virtual Blackland Tour and have started another video on scouting for insects in soybeans and cotton.

Questions and Problem Calls

- Weed control – corn, soybeans, and broccoli
- Insect control – stink bugs in soybeans, insects in stored grains
- Insurance letters
- Duck impoundment questions
- Pesticide license questions
- Nematodes in soybeans
- Sorghum

Farm Bureau Pocosin Lakes Refuge Water Management Plan – July 27th, 2020

I attended Farm Bureau's Pocosin Lakes Refuge Water Management Plan meeting at Green Valley Farms in Columbia. Farm Bureau's Natural Resources Director, Keith Larick presented a summary of the U.S. Fish & Wildlife Service's draft plan for managing water on the Pocosin Lakes Refuge. This plan will guide the water management strategy of the refuge for the next 15 years. The plan can be viewed here:

https://www.fws.gov/refuge/wwd/water_mgt_plan.html. The U.S. Fish & Wildlife Service will be accepting public comments through August 31st, 2020.

Comments can be sent to pocosinlakes@fws.gov or to

Pocosin Lakes National Wildlife Refuge
P.O. Box 329
Columbia, NC 27925

If you have any questions, please contact NC Farm Bureau's Natural Resources Director, Keith Larick at (919) 749-5293 or keith.larick@ncfb.org.

Hurricane Isaias Crop Damage

Damage from Isaias in Hyde and Tyrrell Counties was caused by wind and seems to be isolated. Some corn is leaning or was broke off and laid flat, depending on which way the rows run and if there was anything to block the wind. Some soybeans are tangled up. It is hard to estimate how much yield was lost due to the storm.

Social Media and Email - I keep farmers and community members updated through email and social media. Reminders about the 2020 Census have been shared on Facebook.

UPCOMING EVENTS

4-H Club Signups – August-September 2020

JCPC Enrollment Period – August 2020

NCAE4-HA State Association Conference (Virtual) – September 1-3, 2020

Wild Game Harvest Preservation Class Series: will begin classes this fall, intended start in October; working to create NC Hunters for the Hungry drop-off site

*Mobile Refrigerated Local Foods Trailer: Trailer received & beginning process to order equipment and supplies to complete build. *Additional \$250 check was donated by a very generous couple in Bath, NC to cover remaining portion of grant that was not funding by grant decision. **

Pest Videos - Scouting cotton and soybeans for mid-season

PPE Distribution to farmers and fisherman – August 2020

Supplemental Information



ROY COOPER
Governor

ANTHONY M. COPELAND
Secretary

KENNY FLOWERS
Assistant Secretary

August 12, 2020

The Honorable Earl Pugh, Jr., Chairperson
Hyde Board of Commissioners
30 Oyster Creek Road
P.O. Box 188
Swan Quarter, North Carolina 27885

Subject: Final Closeout
CDBG Number: **04-D-2709 (CB)**

Dear Chairperson Pugh:

Congratulations on the completion of your project. We appreciate your cooperation during the Community Development Block Grant (CDBG) program and commend you on your community improvement efforts.

This letter is to notify the city that the above referenced grant is officially closed as of September 27, 2019. Please note that all financial records, supporting documents and other records pertinent to the community development program must be retained by the city for a minimum of five (5) years from the date of this letter.

We congratulate you once again and look forward to working with you in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Iris C. Payne".

Iris C. Payne
CDBG Program Director

ICP/VDM/RH

cc: Ms. Corrine Gibbs, Finance Director
Ms. Brandy Turbeville, Auditor, Thompson, Price, Scott, Adams & Co., CPAs
Mr. Dennis Branch, Grants Management, Commerce
File

Albemarle RC&D

RESOURCE
CONSERVATION
& DEVELOPMENT



Bear Track Landing

The **Town of Plymouth** constructed a new park with fishing pier and kayak launch on Conaby Creek with a grant from the Public Beach and Coastal Waterfront Access Program.

The ARC&D provided design, grant writing and technical support.

2019 – 2020 Annual Report



The Albemarle Resource Conservation and Development Council, Inc. (ARC&D) is a 501c3 non-profit organization that assists local governments and community groups in northeast NC with projects that protect land and water resources while promoting economic development.

Since 1972, ARC&D has partnered with our 10 counties to complete over 500 projects that continue to make the Albemarle Region a great place to live and work.

Each \$1.00 invested by local governments or communities in ARCD-assisted projects has returned an average \$4.90 in value!

The ARC&D proudly serves the people of Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell & Washington Counties.

Studying & Addressing Algal Blooms

A broad partnership of the [Albemarle Resource Conservation and Development Council](#) (ARC&D), [Albemarle Commission](#), [Chowan-Edenton Environmental Group](#) (CEEG), [Green Saves Green](#) Little River Keepers, [Perquimans County Waterway Watch](#) (PCWW), Soil and Water Conservation Districts (SWCD), state agencies, local governments, and universities are monitoring water quality in rivers and creeks in the region to determine and address the sources of nutrients, mainly nitrogen (N) and phosphorus (P), that are contributing to the algal blooms.

Citizen scientists are sending water samples to two labs for nutrient analysis. Identifying nutrient hotspots and the sources of nutrients are key steps for developing an effective program to address poor water quality and the annual algal blooms.

This regional research effort has been funded by grants from [Clean Water Management Trust Fund](#), [US Fish and Wildlife Service - Partners for Fish and Wildlife](#), Pasquotank and Perquimans SWCDs, and the many volunteer citizen scientists who are donating their time. For more information visit: www.albemalercd.org/fighting-algal-blooms.html



Dillard's Millpond Berm Repair

Chowan County repaired the berm at Dillard's Millpond, which had been severely damaged by Hurricane Matthew. The ARC&D Council provided design, permitting, and project oversight for the FEMA-funded repairs.

For more information on Albemarle RC&D Council programs and services:

www.albemalercd.org – albemalercandd@yahoo.com – [facebook.com/albemalercd](https://www.facebook.com/albemalercd) – (252)-482-4127 x3266

Snapshots of 2019-2020 Albemarle RC&D Council Projects

Wisely Conserving Natural Resources and Creating Opportunities for Positive Economic & Community Development.

Completed Projects

Washington County – Town of Plymouth Conaby Creek Park, Public Beach and Coastal Waterfront Access Program, \$161,344

Pasquotank County – Pasquotank River Public Access Improvement Phase I, Public Beach and Coastal Waterfront Access Program, \$89,000

Washington County – Town of Plymouth Riverfront Renovation Phase IV, Public Beach and Coastal Waterfront Access Program, \$119,444

Pasquotank and Perquimans Counties - Little River Watershed Restoration Phase I In-Stream Wetland, EPA 319h, \$308,574

Chowan County – Dillard’s Millpond Berm Repair, FEMA, \$77,000

Currituck County Northwest River Camping Platforms, \$33,400

On-going Projects

Pasquotank and Perquimans Counties - Albemarle Water Quality Protection and Water Management Planning, CWMTF, \$67,500

Little River Watershed Restoration Phase II In-Stream Wetland, EPA 319h, \$158,650

Pasquotank County – Pasquotank River Public Access Improvement Phases II, III. Public Beach and Coastal Waterfront Access Program, \$93,335, \$88,611

Gates County – Town of Gatesville Bennett’s Creek Park Renovation, Public Beach and Coastal Waterfront Access Program, \$41,000

Albemarle Plantation Marina Breakwater & Dredging, estimated \$500,000

2018-2019 Financial Summary

Total Revenue: \$134,086
Total Expenses: \$88,734
Ending Balance: \$45,352



The **Town of Plymouth** constructed a new section of bulkhead and boardwalk along its waterfront park on the Roanoke River. The project was funded by a grant from the Public Beach and Coastal Waterfront Access Program and matching funds from the Town of Plymouth. The ARC&D Council provided design, grant writing, and construction support.

Currituck County Parks and Recreation opened three new paddle camping platforms on the Northwest River. The ARC&D Council provided design and project management support for this nature tourism project, which was funded by the county.



Before project



Completed project

Partnership to Restore the Little River Watershed

To improve water quality, farmers, ARC&D, Soil and Water Conservation Districts, and Perquimans and Pasquotank counties used grants from Clean Water Management Trust Fund, US Fish and Wildlife Service, and [EPA 319](#) to construct 8,800 ft of in-stream wetlands on main drainage canals above the impaired section of the Little River. These wetlands are filtering nutrients and sediment that are contributing to poor water quality and annual algal blooms. For more information visit www.albemarlelcd.org

