

**AGENDA - MEETING**  
**GREENE COUNTY BOARD OF COUNTY COMMISSIONERS**  
**7:00 PM – THE TECH CENTER Wednesday - June 29, 2016**

- A. CALL TO ORDER**  
Invocation/Pledge to the Flag
- B. APPROVAL OF AGENDA**
- C. CONSENT AGENDA**
  - 1. June 20, 2016 Regular Meeting Minutes
  - 2. Releases/Refunds
  - 3. Consideration of Late Applications for Present Use Value
- D. PUBLIC HEARING**
  - 1. Greene County Stormwater Ordinance
- E. PUBLIC COMMENTS**
- F. COUNTY MANAGER'S REPORT**
  - 1. Designation of Voting Delegate at NCACC Conference
  - 2. Aging Planning Committee Appointments
  - 3. Planning Board Appointments
  - 4. Integrated Mosquito Management Program
  - 5. Lease with Town of Snow Hill for Elections Building
  - 6. Rural Healthcare Application Processing Agreement
  - 7. Resolution Amending Capital Project Budget Ordinance
  - 8. End of Year Budget Amendment
- G. COUNTY ATTORNEY'S REPORT AND RECOMMENDATIONS**
- H. COMMISSIONER'S REPORT AND RECOMMENDATION**
- I. CLOSED SESSION – Attorney Client Privilege**
- J. ADJOURN**

Commissioners  
Brad Fields– Chairman  
Susan Blizzard – Vice Chairman  
Bennie Heath  
Jerry Jones  
James T. Shackelford, Jr.

County Manager  
Kyle DeHaven

Finance Officer  
Landon Price



# GREENE COUNTY

A Place To Grow. The Way To Live.

*Home of the North Carolina Sweet Potato Festival*

From: Kyle J. DeHaven, County Manager

Re: Consent Agenda

Date: June 29, 2016

The Consent Agenda for the June 29, 2016 meeting consists of the following items:

- 1.) June 20, 2016 Regular Meeting Minutes
- 2.) Releases/Refunds
- 3.) Consideration of Late Application for Present Use Value

Action Recommended:

**Motion to accept the Consent Agenda**

**Board Action is Needed**

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884  
[www.co.greene.nc.us](http://www.co.greene.nc.us)

*The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment*

NORTH CAROLINA  
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Monday, June 20, 2016 at 7:00 pm in the Tech Center. Present for the meeting: Chairman Brad Fields, Vice Chairman Susan Blizzard, Commissioners Jerry Jones, Bennie Heath, and James T. Shackelford, Jr. County Manager Kyle DeHaven, County Attorney Borden Parker and Deputy Clerk Kathy Mooring.

**A. Call to Order**

Chairman Brad Fields called the meeting to order and he asked Commissioner Heath to give the Invocation and lead the Pledge of Allegiance.

Commissioner Heath proceeded to give the Invocation and led the Pledge of Allegiance.

**B. Approval of the Agenda**

Chairman Fields asked for a motion to approve the agenda.

On motion by Commissioner Blizzard and seconded by Commissioner Jones, the Board voted unanimously to approve the agenda.

**C. Consent Agenda**

Chairman Fields asked for a motion to approve the Consent Agenda, which consisted of:

- June 6, 2016 Regular Meeting Minutes
- Releases/Refunds
- Budget Amendment: Admin
- Budget Amendment: Senior Center

Refunds (NCVTS) (TAX & TAG)

Estate of Sila Cyrus Brown, Jr.	\$2.12	Bonnie & Donnie Andrews	\$27.93	Karen Jean Graham	\$9.21
Danny Ray Hamm	\$62.80	Shirley Cox McLawhorn	\$16.60	Vanessa Laverne Edwards	\$63.39
Randy Harold Hinnant	\$17.86				

On motion by Commissioner Heath and seconded by Commissioner Shackelford the Board voted unanimously to approve the Consent Agenda.

#### **D. PUBLIC COMMENTS**

None

#### **E. PRESENTATIONS**

1. Shenile Ford -- Extension. Ms. Ford presented an updated Memorandum of Understanding for the Extension Department. This memorandum identifies position modifications and the salary percentages both the County and State are responsible for.

2. David Jones -- Public Works. Mr. Jones presented a Grant Proposal for Convenience Center-Commingled Recycling Collection. The savings for the county will be enough in one year that Commissioner Heath brought a motion to the floor for 2 of these grants for 2 compactors, Commissioner Jones seconded this.

The Board voted unanimously to approve this request to apply for this Grant for the Convenience Centers.

#### **F. COUNTY MANAGER'S REPORT**

Chairman Fields turned the meeting over to the County Manager.

County Manager DeHaven's first order of business was to present a request to reappoint 2 people to Greene County Board of Health and to also reappoint Commissioner Blizzard to the Board of Health.

On motion by Commissioner Heath and seconded by Commissioner Jones the Board voted unanimously to approve this request to reappoint Mr. David Jones, Mr. Norman Lewis and Commissioner Blizzard back to the Greene County Board of Health.

Mr. DeHaven next presented a request from the East Carolina Workforce Development to reappoint two individuals from the community to East Carolina Workforce Development Board. These individuals are Judy Darden and Angela Bates. They are also asking that the Board appoint an individual who represents the private sector for a two year appointment beginning July 1, 2016.

On motion by Commissioner Jones and seconded by Commissioner Shackelford the Board voted unanimously to reappoint Judy Darden and Angela Bates to the Workforce Board. The advised to keep searching for an individual for the vacancy.

Mr. DeHaven then presented a resolution declaring surplus property from various departments.

On motion by Commissioner Blizzard and seconded by Commissioner Jones the Board voted unanimously to approve the Resolution of Surplus Property.

Mr. DeHaven then presented a request asking for a donation/sponsorship to the LCC Foundation Tennis & Golf Classic. Mr. DeHaven noted that the County was a Bronze Sponsor last year and that it is a great marketing tool for the County and shows our continued support of our local higher education provider.

On motion by Commissioner Jones and seconded by Commissioner Heath the Board voted unanimously to approve this donation of (Bronze - \$150.00) to the LCC Foundation Tennis & Golf Classic.

Mr. DeHaven noted that the next item of the Elections Building Lease was being moved to the next meeting on the 29<sup>th</sup> of June.

Mr. DeHaven then presented a request for a Public Hearing for a proposed Storm Water Ordinance. This ordinance puts us in compliance with the Environmental Management Commission, Article IV, and mitigation concerning the IBT for water purchased from GUC. The proposed public hearing date is June 29, 2016.

On motion by Commissioner Heath and seconded by Commissioner Jones the Board voted unanimously to approve this June 29, 2016 public hearing.

## **G. County Attorneys Report and Recommendations**

Mr. Parker advised he is working with Mr. DeHaven on a couple of things.

## **I. Commissioner's Report and Recommendations**

Commissioner Blizzard stated that she had received an email advising about The Future Work Prosperity Tour on June 28<sup>th</sup> from 2 – 4 p.m. at LCC in Kinston.

Commissioner Heath noted the Hookerton Community Day Saturday the 25<sup>th</sup> with Fireworks at 9 p.m.

---

**J. Closed Session – Personnel & Contract Negotiations**

**On motion by Commissioner Jones and seconded by Commissioner Blizzard the Board voted unanimously to go into Closed Session.**

**On motion by Commissioner Heath and seconded by Commissioner Jones the Board voted unanimously to adjourn closed session.**

**K. Adjournment**

**On motion by Commissioner Blizzard and seconded by Commissioner Jones the Board voted unanimously to adjourn the meeting.**

Refunds	NCVTS	"TAX & TAG"																
DATE:		6/29/2016																
Taxpayer	Tax-year rate year	Date paid to DMV	Tag	Assessed value	Assessed value to be refunded	Fire District	Sticker Fee	Refund amount G01	Refund amount Fire District	Refund amount Sticker fee	Refund Interest	Total Refund	Reason					
Hubert Davis, Jr., 4283 Beaman Old Creek Rd, Watstonburg, NC 27888	2014	10/30/2014	CMJ3488	\$ 1,770.00		F10		\$ 1.16	\$ 0.13			\$ 1.29	Tag surr. 10/14/15; vehicle sold 10/19/15. Refund 1 month. SCW					
Jean Flynn Bowen, 505 Lasiter Rd, Snow Hill, NC 28580	2014	4/27/2015	AEB3433	\$ 7,190.00		T02		\$ 18.84	\$ 8.39			\$ 27.23	Tag surr. 12/4/15; vehicle transferred 12/14/15. Refund 4 mths. SCW					
Donna Westbrook Walston, 2995 Beaman Old Creek Rd, Snow Hill, NC 28580	2015	11/07/15	WZ27421	\$4,750.00		F07		\$ 12.45	\$ 1.30			\$ 13.75	Vehicle sold 6/10/16; tag surr. 6/14/16. Refund 4 mths. SCW					
Dewey Wallace Hart, P.O. Box 155, Hookerton, NC 28538	2015	10/16/2015	YZP9291	\$ 2,340.00		T01		\$ 6.13	\$ 3.63			\$ 9.76	Tag surr. 3/18/16; vehicle sold for salvage 6/16/16. Refund 4 mths. SCW					
Sheila Barrett Best, 103 Lakeshore Dr, Snow Hill, NC 28580	2015	2/4/2016	RTD6114	\$ 2,490.00		T02		\$ 13.05	\$ 5.81			\$ 18.86	Vehicle sold 5/19/16; tag surr. 5/23/16. Refund 8 mths. SCW					

Becky R. Sutton  
Tax Administrator



229 Kingold Blvd.  
P.O. Box 482  
Snow Hill, NC 28580

(252) 747-3615  
FAX (252) 747-5067

C3

June 21, 2016

To: Mr. Kyle DeHaven, Greene County Manager  
Greene County Board of Commissioners

From: Becky R. Sutton  
Greene County Tax Administrator

Tax Office Issues:

Consideration of Late Applications for Present Use Value

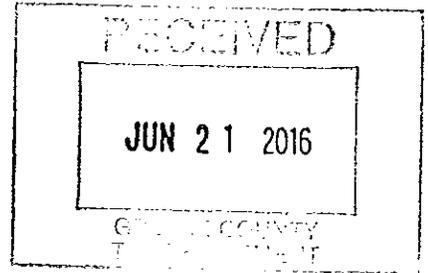
The assessor has no authority to approve a late application for the present use value deferment. However, GS 105-282.1(a1) states "upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the date of the listing period may be approved by the Board of Commissioners". If approved, the application is for the current year and is not retroactive. Due to information on the application being confidential, a copy of the application is not attached.

Attached are letters from taxpayers requesting your consideration of their late applications. The applicant and parcel meet the eligibility requirements. Consideration of these late applications would be appreciated and is recommended since the Board has previously considered other late applications.

Present Use Applications:

William H. Lewis Jr. Trust, Nell Lewis Beacham, Co-trustee, John B. Lewis, Jr. Co-trustee  
Parcels 0207576 & 0204874

Triple A Swine Farm LLC Parcels 0600522 and 0600523



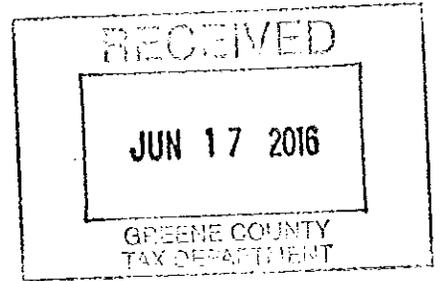
TO: Greene County Board of Commissioners  
FROM: Triple A Swine Farm, LLC  
DATE: April 25, 2016  
RE: Request for acceptance of late present use value application on parcels  
0600522 and 0600523 and release of deferred taxes

Please accept my request for acceptance of my late application for present use value on the above referenced parcel, which was originally due by February 1, 2016. My reason for filing untimely is

was unaware the deferment didn't carry over  
if it stayed in agricultural use.

WA  
Triple A Swine Farm, LLC  
Ted Allen

5-4-16  
Date



TO: Greene County Board of Commissioners

FROM: William H. Lewis, Jr. Trust  
Nell Lewis Beacham, Co-Trustee  
John B. Lewis, Jr., Co-Trustee

DATE: 6/10, 2016

RE: Request for acceptance of late present use value application on parcels  
0207576 and 0204874

Please accept my request for acceptance of my late application for present use value on the above referenced parcel, which was originally due by May 30, 2016. My reason for filing untimely is

→ Due to own deceased and I am co-trustee  
other Trustee lives out of town and had to get in touch  
with former person to fill out paperwork.

→ Nell Lewis Beacham 6/10/16  
Nell Lewis Beacham, Co-Trustee Date

→ John B. Lewis, Jr. Co-Trustee 6/10/16  
John B. Lewis, Jr., Co-Trustee Date

Commissioners  
Brad Fields– Chairman  
Susan Blizzard – Vice Chairman  
Bennie Heath  
Jerry Jones  
James T. Shackelford, Jr.



County Manager  
Kyle DeHaven

Finance Officer  
Landon Price

*Home of the North Carolina Sweet Potato Festival*

From: Kyle J. DeHaven, County Manager

Re: Public Hearing; Proposed Storm Water Ordinance

Date: June 29, 2016

A Public Hearing to present the proposed storm water ordinance and receive Public Comment on the proposed Storm water Ordinance is set for this evening. Please allow any and all public comments to be heard.

Action Recommended:

**Presentation of the proposed Storm Water Ordinance**

**Open the Public Hearing**

**Close the Public Hearing after all Public Comment is received**

**Motion to approve the Storm Water Ordinance by retaining an engineer to review and approve the projects on behalf of Greene County with all costs passed on to the Developer**

**Board action is needed.**

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**Executive Summary**  
**Greene County Phase II Stormwater Ordinance**  
**June 22, 2016**

**1 Why Ordinance Needed**

- To meet obligations contained within the 2010 IBT Certificate which permits the transfer of water from GUC to Greene County.

**2 Proposed Public Hearing Date**

- June 29, 2016

**3 Proposed Adoption Date**

- June 29, 2016

**4 Ordinance Effective Date**

- July 1, 2016

**5 Ordinance Purpose**

**(A) General**

The purpose of this ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-development stormwater runoff and nonpoint and point source pollution associated with new development and redevelopment. It has been determined that proper management of construction-related and post-development stormwater runoff will minimize damage to public and private property and infrastructure; safeguard the public health, safety, and general welfare; and protect water and aquatic resources.

**(B) Specific**

This ordinance seeks to meet its general purpose through the following specific objectives and means:

- 1) Establishing decision-making process for development that protects integrity of watersheds and preserve the health of water resources;
- 2) Requiring new development and redevelopment maintain the pre-development hydrologic response in their post-development state as nearly as practicable for the applicable design storm to reduced flooding, streambank erosion, nonpoint and point source pollution and increases in stream temperature, and to maintain the integrity of stream channels and aquatic habitats;
- 3) Establishing minimum post-development stormwater management standards and design criteria for the regulation and control of stormwater runoff quantity and quality;
- 4) Establishing design and review criteria for the construction, function, and use of structural stormwater BMPs that may be used to meet the minimum post-development stormwater management standards;
- 5) Encouraging the use of better management and site design practices, such as the use of vegetated conveyances for stormwater and the preservation of green space, riparian buffers and other conservation areas to the maximum extent practicable;
- 6) Establishing provisions for the long-term responsibility for and maintenance of structural and nonstructural stormwater BMPs to ensure that they continue to function as designed, are maintained appropriately, and pose no threat to public safety;
- 7) Establishing administrative procedures for the submission, review, approval and disapproval of stormwater management plans, for the inspection of approved projects, and to assure appropriate long term maintenance.
- 8) Coordinating site design plans that include open space and natural areas with Greene County Ordinances.

## 6 Applicability and Jurisdiction

- Applicability
  - All development/redevelopment that disturbs more than one acre of land, including those projects that disturb less than one acre of land but are part of a common plan of development or sale that disturbs more than one acre of land.
- Jurisdiction
  - The provisions of this ordinance shall apply within the jurisdictional areas of Greene County excluding the areas within the municipalities of Snow Hill, Walstonburg and Hookerton.

## 7 Standards

- Design Manual
  - Evaluation is based upon state approved Design Manual
- Development Standards for Low-Density Projects which are projects with no more than two dwelling units per acre and no more than twenty-four percent built-upon area.
  - Runoff to be transported from the development by vegetated conveyances to the maximum extent possible.
- Development Standards for High-Density Projects which include any projects that exceeds the low-density threshold for dwelling units or built-upon area.
  - (A) Volume Runoff Control
    - The measures shall control and treat runoff from the first one inch of rainfall. Runoff volume drawdown time shall be a minimum of 48 hours, but not to exceed 120 hours. Capture first 1" and begin releasing immediately and complete release of first inch in 120 hours. Can not release all of first inch in less than 48 hours.
  - (B) Peak Runoff Control
    - All structural stormwater treatment systems shall discharge the storage volume at rate equal to or less than the predevelopment discharge rate for the one (1) year, twenty four hour storm.
  - (C) Total Suspended Solids (TSS) Removal
    - All structural stormwater treatment systems used to meet these regulations shall be designed to have a minimum of 85% average annual removal for Total Suspended Solids (TSS).
  - (D) General Engineering Design
    - General engineering design criteria for all projects shall be in accordance with NC 15A NCAC 2H.1008(c), as explained in the Design Manual
  - (E) Minimum Separation From Perennial and Intermittent Sufficient Waters
    - all built-upon area shall be a minimum of 30' landward of all perennial & intermittent surface waters.
  - (F) Restrictions on Property
    - The approval of the stormwater permit shall require an enforceable restriction on property usage that runs with the land, such as a recorded deed restriction or protective covenants.

## 8 Maintenance and Bonding

- Operation and Maintenance
  - Owner of each structural BMP pursuant to this ordinance shall maintain and operate the system in a manner to preserve and continue its function in controlling stormwater quality and quantity.
- Annual Maintenance Inspection and Report
  - Annual Maintenance report to be submitted by person responsible for maintenance of facility. Report to be submitted to Stormwater Administrator. Report to be prepared by NC professional engineer, surveyor, landscape architect, soil scientist, aquatic biologist, or person certified by NC Cooperative Extension Service for stormwater treatment.
- Bonding
  - Installation - Bond required in the amount of 125% of estimated construction cost.
  - Maintenance - Bond required in the amount of 15% of total cost of each stormwater BMP.

**9 Enforcement**

- Inspections and inspection programs by Greene County may be conducted or established on any reasonable basis.

**10 Remedies and Penalties**

- Remedies
  - Withholding of Certificate of Occupancy
  - Disapproval of subsequent permits and development approvals
  - Injunctions, abatements
  - Correction as public health nuisance
  - Stop work order
- Civil Penalties
- Criminal Penalties

**11 Decisions by Board (All contained in Resolution)**

- How County elects to administer/implement this ordinance. Options include:
  - Option 1  
initial review/approval/coordination cost passed on to the developer. Permit fee to be equal or exceed cost of review/approval/coordination by Consultant/Engineer but not less than \$1,000 (County to determine amount of permit fee). County to define scope of work for Consultant/Engineer with respect to future Stormwater Administrator responsibilities.or
  - Option 2  
County to require the Developer retain a Consultant/Engineer to review/approve/coordinate projects on behalf of Greene County certifying the project meets the County's ordinance. County to define scope of work for Consultant/Engineer with respect to future Stormwater Administrator responsibilities.or
  - Option 3  
County to require Developer compliance to the ordinance, but not provide a County review or approval process, and require County authorities to police compliance, thus placing the responsibility of ordinance compliance on the Developer with County controlling ordinance compliance with issuance/no issuance of Certificate of Occupancy at time of completion of construction and fines for future annual compliance.
- County grants to the County Manager the authority to appoint the Stormwater Administrator, said Stormwater Administrator to be responsible for administering and the implementation of all Stormwater Administrator responsibilities as cited within the ordinance.
- County directs County Manager/Stormwater Administrator/County Planner to integrate the Greene County Phase II Stormwater Ordinance as hereby approved into all Greene County policies, checklist and procedures regarding new development and redevelopment.

RESOLUTION NO. \_\_\_\_\_  
ADOPTION OF  
GREENE COUNTY STORMWATER ORDINANCE  
JUNE 29, 2016

WHEREAS, In 2006 the North Carolina General Assembly enacted Session Law 2006-246 (to include amendments thereto) to implement post-construction stormwater management requirements for development activities in North Carolina, said act requiring that new development in specific areas meet the post-construction requirements beginning July 1, 2007; and

WHEREAS, In accordance with NC Administrative Code 15A NCAC 02H.1000-.1020 developed pursuant to Session Law 2006-246 (to include amendments thereto) all new development within specified geographic areas that disturb more than one acre of land (including those projects that disturb less than one acre of land but are a part of a common plan of development or sale that disturbs more than one acre of land) are to construct and maintain measures to control stormwater runoff quality and quantity.

WHEREAS, Greene County has not been in the past and is not currently within the areas specified to be regulated; and

WHEREAS, Greene County is located within the Central Coastal Plain Capacity Use Area as delineated by NC Administrative Code 145A NCAC 2E.0501 and was required to decrease its dependency on ground water; and

WHEREAS, Greene County had to seek an alternative water supply to supplement its reduced ground water supply; and

WHEREAS, Greene County entered into a water purchase agreement with Greenville Utilities Commission (GUC) thus requiring the transfer of surface water from the Tar River Basin to the Neuse River Basin; and

WHEREAS, In April, 2009, GUC, along with the Towns of Farville and Winterville, and Greene County petitioned the Environmental Management Commission (EMC) for an Inter Basin Transfer Certificate (IBT) to transfer 8.3 MGD from the Tar River Basin to the Contentnea Creek Basin and 4.0 MGD from the Tar River Basin to the Neuse River Basin; and

WHEREAS, Greene County desires to implement Phase II Post Construction Stormwater Requirements as soon as possible but does not currently have adequate staffing to administer a Phase II Post-Construction Stormwater Program or Ordinance, and

WHEREAS, Greene County has considered each of the following methods for implementation of Phase II Post Construction Stormwater Ordinance:

- (1) County to retain a Consultant/Engineer to review/approve/coordinate projects on behalf of Greene County with initial review/approval/coordination cost passed on to the developer. Permit fee to be equal or exceed cost of review/approval/coordination by Consultant/Engineer. County to define scope of work for Consultant/Engineer with respect to future Stormwater Administrator responsibilities, or
- (2) County to require the Developer retain a Consultant/Engineer to review/approve/coordinate projects on behalf of Greene County certifying the project meets the County's ordinance. County to define scope of work for

- Consultant/Engineer with respect to future Stormwater Administrator responsibilities, or
- (3) County to require Developer compliance to the ordinance, but not provide a County review or approval process, and require County authorities to police compliance, thus placing the responsibility of ordinance compliance on the Developer, owner or occupant with County controlling ordinance compliance with issuance/no issuance of Certificate of Occupancy at time of completion of construction and fines or court action for future annual compliance.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF GREENE COUNTY:**

All redevelopment and/or new development within Greene County (excluding territories within municipal boundaries) disturbing more than one acre of land, including smaller projects that are less than an acre but are part of a common plan of development shall comply with the provisions contained within the Greene County Phase II Stormwater Ordinance attached; and

County shall administer/implement this ordinance by *(must select one of the following)*:

- (1) County to retain a Consultant/Engineer to review/approve/coordinate projects on behalf of Greene County with initial review/approval cost passed on to the developer. Permit fee to be equal or exceed cost of review/approval by Consultant/Engineer but not less than \$1,000.00. County to define scope of work for Consultant/Engineer with respect to future Stormwater Administrator responsibilities, or
- (2) County to require the Developer retain a Consultant/Engineer to review/approve/coordinate projects on behalf of Greene County certifying the project meets the County's ordinance. County to define scope of work for Consultant/Engineer with respect to future Stormwater Administrator responsibilities, or
- (3) County to require Developer compliance to the ordinance, but not provide a County review or approval process, and require County authorities to police compliance, thus placing the responsibility of ordinance compliance on the Developer, owner or occupant with County controlling ordinance compliance with issuance/no issuance of Certificate of Occupancy at time of completion of construction and fines or court action for future annual compliance.

County directs County Manager/Stormwater Administrator/County Planner to integrate the Greene County Phase II Stormwater Ordinance as hereby approved into all Greene County policies, checklist and procedures regarding new development and redevelopment; and

The attached Greene County Phase II Stormwater Ordinance is hereby adopted and shall become effective July 1, 2016.

Adopted this the 29<sup>th</sup> day of June, 2016.

---

Brad Fields, Chairman  
Greene County Board of Commissioners

(SEAL)

ATTEST:

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Kyle J. DeHaven, Clerk to the Board



# GREENE COUNTY

A Place To Grow. The Way To Live.

## Greene County Phase II Stormwater Ordinance

Adopted: June \_\_, 2016

Effective Date: July 1, 2016



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## SECTION 1: GENERAL PROVISIONS

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### xx-101 TITLE

This ordinance shall be officially known as "Greene County Phase II Stormwater Ordinance" and referred to hereinafter as "this ordinance."

### xx-102 AUTHORITY

The Board of Commissioners of Greene County is authorized to adopt this ordinance pursuant to North Carolina law, including but not limited to Article 14, Section 5 of the Constitution of North Carolina; North Carolina General Statutes 143-214.7 and rules promulgated by the Environmental Management Commission thereunder; Session Law 2004-163; Chapter 160A, §§ 174, 185.

### xx-103 FINDINGS

It is hereby determined that:

*Development* and *redevelopment* alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, flooding, soil erosion, stream channel erosion, nonpoint and point source pollution, and sediment transport and deposition, as well as reducing groundwater recharge;

These changes in stormwater runoff contribute to increased quantities of water-borne pollutants and alterations in hydrology that are harmful to public health and safety as well as to the natural environment; and

These effects can be managed and minimized by applying proper design and well-planned controls to manage stormwater runoff from *development* sites.

Further, the Federal Water Pollution Control Act of 1972 ("Clean Water Act") and federal Phase II Stormwater Rules promulgated under it, as well as rules of the North Carolina Environmental Management Commission promulgated in response to federal Phase II requirements, compel certain urbanized areas, including this jurisdiction, to adopt minimum stormwater controls such as those included in this ordinance.

Therefore, the Board of Commissioners of Greene County establishes this set of water quality and quantity regulations to meet the requirements of state and federal law and regulation regarding control of stormwater runoff and discharge.

### xx-104 PURPOSE

#### (A) General

The purpose of this ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-*development* stormwater runoff and nonpoint and point source pollution associated with new *development* and *redevelopment*. It has been determined that proper management of construction-related and post-*development* stormwater runoff will minimize damage to public and

private property and infrastructure; safeguard the public health, safety, and general welfare; and protect water and aquatic resources.

(B) Specific

This ordinance seeks to meet its general purpose through the following specific objectives and means:

- 1) Establishing decision-making processes for *development* that protect the integrity of watersheds and preserve the health of water resources;
- 2) Requiring that new *development* and *redevelopment* maintain the *pre-development* hydrologic response in their *post-development* state as nearly as practicable for the applicable design storm to reduce flooding, streambank erosion, nonpoint and point source pollution and increases in stream temperature, and to maintain the integrity of stream channels and aquatic habitats;
- 3) Establishing minimum *post-development* stormwater management standards and design criteria for the regulation and control of stormwater runoff quantity and quality;
- 4) Establishing design and review criteria for the construction, function, and use of *structural stormwater BMPs* that may be used to meet the minimum *post-development* stormwater management standards;
- 5) Encouraging the use of better management and site design practices, such as the use of vegetated conveyances for stormwater and the preservation of greenspace, riparian buffers and other conservation areas to the maximum extent practicable;
- 6) Establishing provisions for the long-term responsibility for and maintenance of *structural and nonstructural stormwater BMPs* to ensure that they continue to function as designed, are maintained appropriately, and pose no threat to public safety;
- 7) Establishing administrative procedures for the submission, review, approval and disapproval of *stormwater management plans*, for the inspection of approved projects, and to assure appropriate long-term maintenance;
- 8) Coordinating site design plans that include open space and natural areas with Greene County Ordinances.

xx-105 APPLICABILITY AND JURISDICTION

(A) General

Beginning with and subsequent to its effective date, this ordinance shall be applicable to all *development* and *redevelopment*, including, but not limited to, site plan applications, subdivision applications, building permit applications, and grading applications, unless exempt pursuant to Subsection (B) of this Section, Exemptions.

**(B) Exemptions**

*Development* that cumulatively disturbs less than one acre and is not part of a *larger common plan of development or sale* is exempt from the provisions of this ordinance.

*Redevelopment* that cumulatively disturbs less than one acre and is not part of a larger common plan of *development* or sale is exempt from the provisions of this ordinance.

*Development* and *redevelopment* that disturb less than one acre are not exempt if such activities are part of a *larger common plan of development or sale*, even though multiple, separate or distinct activities take place at different times on different schedules.

Activities that are exempt from permit requirements of Section 404 of the federal Clean Water Act as specified in 40 CFR 232 (primarily, ongoing farming and forestry activities) are exempt from the provisions of this ordinance.

Underground utility projects are allowed under General Permits and are exempt from provisions of this ordinance.

**(C) No Development or Redevelopment Until Compliance and Permit**

No *development* or *redevelopment* shall occur except in compliance with the provisions of this ordinance or unless exempted. No *development* for which a permit is required pursuant to this ordinance shall occur except in compliance with the provisions, conditions, and limitations of the permit.

**(D) Map**

The provisions of this ordinance shall apply within the jurisdictional areas of Greene County excluding the areas within the municipalities of Snow Hill, Walstonburg and Hookerton.

Greene County's Geographic Information System (GIS) shall include a map titled "Greene County Phase II Stormwater Map" which is adopted simultaneously herewith and hereinafter referred to as "Stormwater Map". The Stormwater Map and all explanatory matter contained thereon accompanies and is hereby made a part of this ordinance.

The Stormwater Map shall be maintained by the Stormwater Administrator and incorporation within the GIS system. The Stormwater Map shall be updated by the Stormwater Administrator to reflect changes in the land area covered by this ordinance and the geographic location of all *structural BMPs* permitted under this ordinance. In the event of a dispute, the applicability of this ordinance to a particular area of land or BMP shall be determined by reference to the North Carolina Statutes, the North Carolina Administrative Code, and local zoning and jurisdictional boundary ordinances.

xx-106 INTERPRETATION

(A) Meaning and Intent

All provisions, terms, phrases, and expressions contained in this ordinance shall be construed according to the general and specific purposes set forth in Section 104, Purpose. If a different or more specific meaning is given for a term defined elsewhere in Greene County's code of ordinances, the meaning and application of the term in this ordinance shall control for purposes of application of this ordinance.

(B) Text Controls in Event of Conflict

In the event of a conflict or inconsistency between the text of this ordinance and any heading, caption, figure, illustration, table, or map, the text shall control.

(C) Authority for Interpretation

The Stormwater Administrator has authority to determine the interpretation of this ordinance. Any person may request an interpretation by submitting a written request to the Stormwater Administrator, who shall respond in writing within 30 days. The Stormwater Administrator shall keep on file a record of all written interpretations of this ordinance.

(D) References to Statutes, Regulations, and Documents

Whenever reference is made to a resolution, ordinance, statute, regulation, manual (including the *Design Manual*), or document, it shall be construed as a reference to the most recent edition of such that has been finalized and published with due provision for notice and comment, unless otherwise specifically stated.

(E) Computation of Time

The time in which an act is to be done shall be computed by excluding the first day and including the last day. If a deadline or required date of action falls on a Saturday, Sunday, or holiday observed by Greene County, the deadline or required date of action shall be the next day that is not a Saturday, Sunday or holiday observed by Greene County. References to days are calendar days unless otherwise stated.

(F) Delegation of Authority

Any act authorized by this ordinance to be carried out by the Stormwater Administrator of Greene County may be carried out by his or her designee.

(G) Usage

1) Mandatory and Discretionary Terms

The words "shall," "must," and "will" are mandatory in nature, establishing an obligation or duty to comply with the particular provision. The words "may" and "should" are permissive in nature.

## 2) Conjunctions

Unless the context clearly indicates the contrary, conjunctions shall be interpreted as follows: The word "and" indicates that all connected items, conditions, provisions and events apply. The word "or" indicates that one or more of the connected items, conditions, provisions or events apply.

## 3) Tense, Plurals, and Gender

Words used in the present tense include the future tense. Words used in the singular number include the plural number and the plural number includes the singular number, unless the context of the particular usage clearly indicates otherwise. Words used in the masculine gender include the feminine gender, and vice versa.

### (H) Measurement and Computation

Lot area refers to the amount of horizontal land area contained inside the lot lines of a lot or site.

## xx-107 DESIGN MANUAL

### (A) Reference to Design Manual

The Stormwater Administrator shall use the policy, criteria, and information, including technical specifications and standards, in the *Design Manual* as the basis for decisions about stormwater permits and about the design, implementation and performance of *structural and non-structural stormwater BMPs*.

The *Design Manual* includes a list of acceptable stormwater treatment practices, including specific design criteria for each stormwater practice. Stormwater treatment practices that are designed, constructed, and maintained in accordance with these design and sizing criteria will be presumed to meet the minimum water quality performance standards of the Phase II laws.

### (B) Relationship of Design Manual to Other Laws and Regulations

If the specifications or guidelines of the *Design Manual* are more restrictive or apply a higher standard than other laws or regulations, that fact shall not prevent application of the specifications or guidelines in the *Design Manual*.

### (C) Changes to Standards and Specifications

If the standards, specifications, guidelines, policies, criteria, or other information in the *Design Manual* are amended subsequent to the submittal of an application for approval pursuant to this ordinance but prior to approval, the new information shall control and shall be utilized in reviewing the application and in implementing this ordinance with regard to the application.

**xx-108 RELATIONSHIP TO OTHER LAWS, REGULATIONS AND PRIVATE AGREEMENTS**

**(A) Conflict of Laws**

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation or other provision of law. Where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human or environmental health, safety, and welfare shall control.

**(B) Private Agreements**

This ordinance is not intended to revoke or repeal any easement, covenant, or other private agreement. However, where the regulations of this ordinance are more restrictive or impose higher standards or requirements than such an easement, covenant, or other private agreement, the requirements of this ordinance shall govern. Nothing in this ordinance shall modify or repeal any private covenant or deed restriction, but such covenant or restriction shall not legitimize any failure to comply with this ordinance. In no case shall Greene County be obligated to enforce the provisions of any easements, covenants, or agreements between private parties.

**xx-109 SEVERABILITY**

If the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision or clause of this ordinance.

**xx-110 EFFECTIVE DATE AND TRANSITIONAL PROVISIONS**

**(A) Effective Date**

This Ordinance shall take effect on July 1, 2016.

**(B) Final Approvals, Complete Applications**

All *development* and *redevelopment* projects for which complete and full applications were submitted and approved by Greene County prior to the effective date of this ordinance and which remain valid, unexpired, unrevoked and not otherwise terminated at the time of *development* or *redevelopment* shall be exempt from complying with all provisions of this ordinance dealing with the control and/or management of post-construction runoff, but shall be required to comply with all other applicable provisions.

A phased development plan shall be deemed approved prior to the effective date of this ordinance if it has been approved by all necessary government units, it remains valid, unexpired, unrevoked and not otherwise terminated, and it shows:

- 1) For the initial or first phase of development, the type and intensity of use for a specific parcel or parcels, including at a minimum, the boundaries of the project and a subdivision plan that has been approved.
- 2) For any subsequent phase of development, sufficient detail so that implementation of the requirements of this ordinance to that phase of development would require a material change in that phase of the plan.

(C) **Violations Continue**

Any violation of provisions existing on the effective date of this ordinance shall continue to be a violation under this ordinance and be subject to penalties and enforcement under this ordinance unless the use, *development*, construction, or other activity complies with the provisions of this ordinance.

## SECTION 2: ADMINISTRATION AND PROCEDURES

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### xx-201 REVIEW AND DECISION-MAKING ENTITIES

#### (A) Stormwater Administrator

##### 1) Designation

A Stormwater Administrator shall be designated by the Greene County Manager to administer and enforce this ordinance.

##### 2) Powers and Duties

In addition to the powers and duties that may be conferred by other provisions of Greene County and other laws, the Stormwater Administrator shall have the following powers and duties under this ordinance:

- a) To review and approve, approve with conditions, or disapprove applications for approval of plans pursuant to this ordinance.
- b) To make determinations and render interpretations of this ordinance.
- c) To establish application requirements and schedules for submittal and review of applications and appeals, to review and make recommendations to the Greene County Board of Commissioners on applications for *development* or *redevelopment* approvals.
- d) To enforce the provisions of this ordinance in accordance with its enforcement provisions.
- e) To maintain records, maps, forms and other official materials as relate to the adoption, amendment, enforcement, and administration of this ordinance.
- f) To provide expertise and technical assistance to the Board of Commissioners and Planning Board upon request.
- g) To designate appropriate other person(s) who shall carry out the powers and duties of the Stormwater Administrator.
- h) To take any other action necessary to administer the provisions of this ordinance.

### xx-202 REVIEW PROCEDURES

#### (A) Permit Required; Must Apply for Permit

A stormwater permit is required for all *development* and *redevelopment* unless exempt pursuant to this ordinance. A permit may only be issued subsequent to a properly submitted and reviewed permit application, pursuant to this section.

**(B) Effect of Permit**

A stormwater permit shall govern the design, installation, and construction of stormwater management and control practices on the site, including *structural BMPs* and elements of site design for stormwater management other than *structural BMPs*.

The permit is intended to provide a mechanism for the review, approval, and inspection of the approach to be used for the management and control of stormwater for the *development* or *redevelopment* site consistent with the requirements of this ordinance, whether the approach consists of *structural BMPs* or other techniques such as low-impact or low-density design. The permit does not continue in existence indefinitely after the completion of the project; rather, compliance after project construction is assured by the maintenance provisions of this ordinance.

**(C) Authority to File Applications**

All applications required pursuant to this Code shall be submitted to the Stormwater Administrator by the land *owner* or the land *owner's* duly authorized agent.

**(D) Establishment of Application Requirements, Schedule, and Fees**

**1) Application Contents and Form**

The Stormwater Administrator shall establish requirements for the content and form of all applications and shall amend and update those requirements from time to time. At a minimum, the stormwater permit application shall describe in detail how post-*development* stormwater runoff will be controlled and managed, the design of all stormwater facilities and practices, and how the proposed project will meet the requirements of this ordinance.

**2) Submission Schedule**

The Stormwater Administrator shall establish a submission schedule for applications. The schedule shall establish deadlines by which complete applications must be submitted for the purpose of ensuring that there is adequate time to review applications; and that the various stages in the review process are accommodated.

**3) Permit Review Fees**

The Greene County Board of Commissioners shall establish permit review fees.

**4) Administrative Manual**

For applications required under this Code, the Stormwater Administrator shall compile the application requirements, submission schedule, fee schedule, a copy of this ordinance, and information on how and where to obtain the Design Manual in an Administrative Manual, which shall be made available to the public.

**(E) Submittal of Complete Application**

Applications shall be submitted to the Stormwater Administrator pursuant to the application submittal schedule in the form established by the Stormwater Administrator, along with the appropriate fee established pursuant to this section.

An application shall be considered as timely submitted only when it contains all elements of a complete application pursuant to this ordinance, along with the appropriate fee. If the Stormwater Administrator finds that an application is incomplete, the applicant shall be notified of the deficient elements and shall be provided with an opportunity to submit a complete application. However, the submittal of an incomplete application shall not suffice to meet a deadline contained in the submission schedule established above.

**(F) Review**

Within thirty (30) working days after a complete application is submitted, the Stormwater Administrator shall review the application and determine whether the application complies with the standards of this ordinance.

**1) Approval**

If the Stormwater Administrator finds that the application complies with the standards of this ordinance, the Stormwater Administrator shall approve the application. The Stormwater Administrator may impose conditions of approval as needed to ensure compliance with this ordinance. The conditions shall be included as part of the approval.

**2) Fails to Comply**

If the Stormwater Administrator finds that the application fails to comply with the standards of this ordinance, the Stormwater Administrator shall notify the applicant and shall indicate how the application fails to comply. The applicant shall have an opportunity to submit a revised application.

**3) Revision and Subsequent Review**

A complete revised application shall be reviewed by the Stormwater Administrator within fifteen (15) working days after its re-submittal and shall be approved, approved with conditions or disapproved.

If a revised application is not re-submitted within thirty (30) calendar days from the date the applicant was notified, the application shall be considered withdrawn, and a new submittal for the same or substantially the same project shall be required along with the appropriate fee for a new submittal.

One re-submittal of a revised application may be submitted without payment of an additional permit review fee. Any re-submittal after the first re-submittal shall be accompanied by a permit review fee additional fee, as established pursuant to this ordinance.

xx-203 APPLICATIONS FOR APPROVAL

(A) Concept Plan and Consultation Meeting

Before a stormwater management permit application is deemed complete, the Stormwater Administrator or developer may request a consultation on a concept plan for the post-construction stormwater management system to be utilized in the proposed *development* project. This consultation meeting should take place at the time of the preliminary plan of subdivision or other early step in the *development* process. The purpose of this meeting is to discuss the post-construction stormwater management measures necessary for the proposed project, as well as to discuss and assess constraints, opportunities and potential approaches to stormwater management designs before formal site design engineering is commenced.

Overall site design, watershed plans, open space requirements, and other relevant resource protection plans may be consulted in the discussion of the concept plan.

To accomplish this goal, the following information should be included in the concept plan, which should be submitted in advance of the meeting:

1) Existing Conditions/Proposed Site Plans

Existing conditions and proposed site layout plans, which illustrate at a minimum: existing and proposed topography; perennial and intermittent streams; mapping of predominant soils from soil surveys (if available); boundaries of existing predominant vegetation; proposed limits of clearing and grading; and location of existing and proposed roads, buildings, parking areas and other impervious surfaces.

2) Natural Resources Inventory

A written or graphic inventory of natural resources at the site and surrounding area as it exists prior to the commencement of the project. This description should include a discussion of soil conditions, forest cover, geologic features, topography, wetlands, and native vegetative areas on the site, as well as the location and boundaries of other natural feature protection and conservation areas such as lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.). Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for *development* and stormwater management.

3) Stormwater Management System Concept Plan

A written or graphic concept plan of the proposed post-*development* stormwater management system including: preliminary selection and location of proposed structural stormwater controls; low-impact design elements; location of existing and proposed conveyance systems such as grass channels, swales, and storm drains; flow paths; location of floodplain/floodway limits; relationship of site to upstream and

downstream properties and drainages; and preliminary location of any proposed stream channel modifications, such as bridge or culvert crossings.

**(B) Stormwater Management Permit Application**

The stormwater management permit application shall detail how post-*development* stormwater runoff will be controlled and managed and how the proposed project will meet the requirements of this ordinance, including Section 3, Standards. All such plans shall be prepared by a qualified registered North Carolina professional engineer, surveyor, soil scientist or landscape architect, and the engineer, surveyor, soil scientist or landscape architect shall perform services only in their area of competence, and shall certify that the design of all stormwater management facilities and practices meets the submittal requirements for complete applications, that the designs and plans are sufficient to comply with applicable standards and policies found in the *Design Manual*, and that the designs and plans ensure compliance with this ordinance.

The submittal shall include all of the information required in the submittal checklist established by the Stormwater Administrator. Incomplete submittals shall be treated pursuant to Section xx-202(E) and (F).

**(C) As-Built Plans and Final Approval**

Upon completion of a project, and before a certificate of occupancy shall be granted, the applicant shall certify that the completed project is in accordance with the approved stormwater management plans and designs, and shall submit actual "as built" plans for all stormwater management facilities or practices after final construction is completed.

The as-built plans shall show the final design specifications for all stormwater management facilities and practices and the field location, size, depth, and planted vegetation of all measures, controls, and devices, as installed. The designer of the stormwater management measures and plans shall certify, under seal, that the as-built stormwater measures, controls, and devices are in compliance with the approved stormwater management plans and designs and with the requirements of this ordinance. A final inspection and approval by the Stormwater Administrator shall occur before the release of any performance securities.

**(D) Other Permits**

No certificate of compliance or occupancy shall be issued by Greene County without final as-built plans and a final inspection and approval by the Stormwater Administrator.

**xx-204 APPROVALS**

**(A) Effect of Approval**

Approval authorizes the applicant to go forward with only the specific plans and activities authorized in the permit. The approval shall not be construed to exempt

the applicant from obtaining other applicable approvals from local, state, and federal authorities.

**(B) Time Limit/Expiration**

An approved plan shall become null and void if the applicant fails to make *substantial progress* on the site within one (1) year after the date of approval. The Stormwater Administrator may grant a single, one-year extension of this time limit, for good cause shown, upon receiving a written request from the applicant before the expiration of the approved plan.

In granting an extension, the Stormwater Administrator may require compliance with standards adopted since the original application was submitted unless there has been substantial reliance on the original permit and the change in standards would infringe the applicant's vested rights.

**xx-205 APPEALS**

**(A) Right of Appeal**

Any aggrieved person affected by any decision, order, requirement, or determination relating to the interpretation or application of this ordinance made by the Stormwater Administrator, may file an appeal to the Greene County Board of Commissioners within thirty (30) days.

**(B) Filing of Appeal and Procedures**

Appeals shall be taken within the specified time period by filing a notice of appeal and specifying the grounds for appeal on forms provided by Greene County. The Stormwater Administrator shall forthwith transmit to the Greene County Board of Commissioners all documents constituting the record on which the decision appealed from was taken.

The hearing conducted by the Greene County Board of Commissioners shall be conducted in the nature of a quasi-judicial proceeding with all findings of fact supported by competent, material evidence.

### SECTION 3: STANDARDS

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#### xx-301 GENERAL STANDARDS

All *development* and *redevelopment* to which this ordinance applies shall comply with the standards of this section.

#### xx-302 DEVELOPMENT STANDARDS FOR LOW-DENSITY PROJECTS

*Low-density projects* shall comply with each of the following standards:

- (A) Stormwater runoff from the *development* shall be transported from the *development* by vegetated conveyances to the maximum extent practicable.
- (B) All *built-upon area* shall be at a minimum of 30 feet landward of all perennial and intermittent surface waters. A perennial or intermittent surface water shall be deemed present if the feature is approximately shown on either the most recent version of the soil survey map prepared by the Natural Resources Conservation Service of the United States Department of Agriculture (USDA) or the most recent version of the 1:24,000 scale (7.5 minute) quadrangle topographic maps prepared by the United States Geologic Survey (USGS). An exception to this requirement may be allowed when surface waters are not present in accordance with the provisions of 15A NCAC 2B .0233 (3) (a) or similar site-specific determination made using *Division*-approved methodology.
- (C) The approval of the stormwater permit shall require an enforceable restriction on property usage that runs with the land, such as a recorded deed restriction or protective covenants, to ensure that future *development* and *redevelopment* maintains the site consistent with the approved project plans.

#### xx-303 DEVELOPMENT STANDARDS FOR HIGH-DENSITY PROJECTS

*High-density projects* shall implement stormwater control measures that comply with each of the following standards:

##### (A) Volume Runoff Control

All new development is required to control volume discharge from the site. All structural stormwater treatment systems used to meet this requirement shall control and treat runoff from the first one (1) inch of rainfall. Runoff volume drawdown time shall be a minimum of 48 hours, but not more than 120 hours.

##### (B) Peak Runoff Control

- 1) All new development is required to control peak discharge rate from the site. All structural stormwater treatment systems used to meet this requirement shall control and treat runoff for the 1-year, 24-hour storm to predevelopment levels to avoid contributing to erosion to the stream channel.
- 2) Peak flow control is not required for developments that meet one or more of the following requirements:

- (a) The increase in peak flow between pre- and post-development does not exceed ten (10) percent, or
- (b) The proposed new development meets all of the following criteria overall impervious surface is less than fifteen (15) percent and the remaining pervious portions of the site are utilized to the maximum extent practical to convey and control the stormwater runoff, or
- (c) Greene County may exempt development in specific locations if such locations are prone to flooding and controlling peak flow will aggravate the flooding problems.

(C) **Total Suspended Solids (TSS) Removal**

All structural stormwater treatment systems used to meet the requirements of this program shall be designed to have a minimum of 85% average annual removal for Total Suspended Solids (TSS).

(D) **General Engineering Design Criteria**

General engineering design criteria for all projects shall be in accordance with 15A NACA 2H .1008(c), as explained in the *Design Manual*.

(E) **Minimum Separation From Perennial and Intermittent Surface Waters**

All *built-upon area* shall be at a minimum of 30 feet landward of all perennial and intermittent surface waters. A surface water shall be deemed present if the feature is approximately shown on either the most recent version of the soil survey map prepared by the Natural Resources Conservation Service of the United States Department of Agriculture (USDA) or the most recent version of the 1:24,000 scale (7.5 minute) quadrangle topographic maps prepared by the United States Geologic Survey (USGS). An exception to this requirement may be allowed when surface waters are not present in accordance with the provisions of 15A NCAC 2B .0233 (3) (a) or similar site-specific determination made using *Division*-approved methodology.

(F) **Restrictions on Property**

The approval of the stormwater permit shall require an enforceable restriction on property usage that runs with the land, such as recorded deed restrictions or protective covenants, to ensure that future *development* and *redevelopment* maintains the site consistent with the approved project plans.

xx-304 **STANDARDS FOR STORMWATER CONTROL MEASURES**

(A) **Evaluation According to Contents of Design Manual**

All stormwater control measures and stormwater treatment practices (also referred to as Best Management Practices, or BMPs) required under this ordinance shall be evaluated by the Stormwater Administrator according to the policies, criteria, and information, including technical specifications and standards and the specific design criteria for each stormwater practice, in the *Design Manual*. The Stormwater Administrator shall determine whether proposed BMPs will be adequate to meet the requirements of this ordinance.

(B) **Determination of Adequacy; Presumptions and Alternatives**

Stormwater treatment practices that are designed, constructed, and maintained in accordance with the criteria and specifications in the *Design Manual* will be presumed to meet the minimum water quality and quantity performance standards of this ordinance. Whenever an applicant proposes to utilize a practice or practices not designed and constructed in accordance with the criteria and specifications in the *Design Manual*, the applicant shall have the burden of demonstrating that the practice(s) will satisfy the minimum water quality and quantity performance standards of this ordinance. The Stormwater Administrator may require the applicant to provide the documentation, calculations, and examples necessary for the Stormwater Administrator to determine whether such an affirmative showing is made.

(C) **Separation from Seasonal High Water Table**

For BMPs that require a separation from the seasonal high-water table, the separation shall be provided by at least 12 inches of naturally occurring soil above the seasonal high-water table.

xx-305 **VARIANCES**

(A) Any person may petition the Greene County Board of Commissioners for a variance granting permission to use the person's land in a manner otherwise prohibited by this ordinance. To qualify for a variance, the petitioner must show all of the following:

- 1) Unnecessary hardships would result from strict application of this ordinance.
- 2) The hardships result from conditions that are peculiar to the property, such as the location, size, or topography of the property.
- 3) The hardships did not result from actions taken by the petitioner.
- 4) The requested variance is consistent with the spirit, purpose, and intent of this ordinance; will secure public safety and welfare; and will preserve substantial justice.

(B) Greene County may impose reasonable and appropriate conditions and safeguards upon any variance it grants.

(C) Statutory exceptions

Notwithstanding subdivision (A) of this section, exceptions from the 30-foot landward location of built-upon area requirement as well as the deed restrictions and protective covenants requirements shall be granted in any of the following instances:

- 1) When there is a lack of practical alternatives for a road crossing, railroad crossing, bridge, airport facility, or utility crossing as long as it is located, designed, constructed, and maintained to minimize disturbance, provide maximum nutrient removal, protect against erosion and sedimentation,

have the least adverse effects on aquatic life and habitat, and protect water quality to the maximum extent practicable through the use of BMPs.

- 2) When there is a lack of practical alternatives for a stormwater management facility; a stormwater management pond; or a utility, including, but not limited to, water, sewer, or gas construction and maintenance corridor, as long as it is located 15 feet landward of all perennial and intermittent surface waters and as long as it is located, designed, constructed, and maintained to minimize disturbance, provide maximum nutrient removal, protect against erosion and sedimentation, have the least adverse effects on aquatic life and habitat, and protect water quality to the maximum extent practicable through the use of BMPs.
- 3) A lack of practical alternatives may be shown by demonstrating that, considering the potential for a reduction in size, configuration, or density of the proposed activity and all alternative designs, the basic project purpose cannot be practically accomplished in a manner which would avoid or result in less adverse impact to surface waters.

## SECTION 4: MAINTENANCE

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### xx-401 GENERAL STANDARDS FOR MAINTENANCE

#### (A) Function of BMPs As Intended

The *owner* of each *structural BMP* installed pursuant to this ordinance shall maintain and operate it so as to preserve and continue its function in controlling stormwater quality and quantity at the degree or amount of function for which the *structural BMP* was designed.

#### (B) Annual Maintenance Inspection and Report

The person responsible for maintenance of any *structural BMP* installed pursuant to this ordinance shall submit to the Stormwater Administrator an inspection report from one of the following persons performing services only in their area of competence: a qualified registered North Carolina professional engineer, surveyor, landscape architect, soil scientist, aquatic biologist, or person certified by the North Carolina Cooperative Extension Service for stormwater treatment practice inspection and maintenance. The inspection report shall contain all of the following:

- 1) The name and address of the land *owner*;
- 2) The recorded book and page number of the lot of each *structural BMP*;
- 3) A statement that an inspection was made of all *structural BMPs*;
- 4) The date the inspection was made;
- 5) A statement that all inspected *structural BMPs* are performing properly and are in compliance with the terms and conditions of the approved maintenance agreement required by this ordinance; and
- 6) The original signature and seal of the engineer, surveyor, or landscape architect.

All inspection reports shall be on forms supplied by the Stormwater Administrator. An original inspection report shall be provided to the Stormwater Administrator beginning one year from the date of as-built certification/final plat approval and *each year thereafter on or before the date of the as-built certification.*

### xx-402 OPERATION AND MAINTENANCE AGREEMENT

#### (A) In General

Prior to the conveyance or transfer of any lot or building site to be served by a *structural BMP* pursuant to this ordinance, and prior to issuance of any permit for *development* or *redevelopment* requiring a *structural BMP* pursuant to this ordinance, the applicant or *owner* of the site must execute an operation and maintenance agreement that shall be binding on all subsequent *owners* of the site, portions of the site, and lots or parcels served by the *structural BMP*. Until the transference of all property,

sites, or lots served by the *structural BMP*, the original *owner* or applicant shall have primary responsibility for carrying out the provisions of the maintenance agreement.

The operation and maintenance agreement shall require the *owner* or *owners* to maintain, repair and, if necessary, reconstruct the *structural BMP*, and shall state the terms, conditions, and schedule of maintenance for the *structural BMP*. In addition, it shall grant to Greene County a right of entry in the event that the Stormwater Administrator has reason to believe it has become necessary to inspect, monitor, maintain, repair, or reconstruct the *structural BMP*; however, in no case shall the right of entry, of itself, confer an obligation on Greene County to assume responsibility for the *structural BMP*.

The operation and maintenance agreement must be approved by the Stormwater Administrator prior to plan approval, and it shall be referenced on the final plat and shall be recorded with the county Register of Deeds upon final plat approval. A copy of the recorded maintenance agreement shall be given to the Stormwater Administrator within fourteen (14) days following its recordation.

**(B) Special Requirement for Homeowners' and Other Associations**

For all *structural BMPs* required pursuant to this ordinance and that are to be or are owned and maintained by a homeowners' association, property owners' association, or similar entity, the required operation and maintenance agreement shall include all of the following provisions:

- 1) Acknowledgment that the association shall continuously operate and maintain the stormwater control and management facilities.
- 2) Establishment of an escrow account, which can be spent solely for sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction of the *structural BMPs*.

If *structural BMPs* are not performing adequately or as intended or are not properly maintained, Greene County, in its sole discretion, may remedy the situation, and in such instances Greene County shall be fully reimbursed from the escrow account. Escrowed funds may be spent by the association for sediment removal, structural, biological or vegetative replacement, major repair, and reconstruction of the *structural BMPs*, provided that Greene County shall first consent to the expenditure.

- 3) Both developer contribution and annual sinking funds shall fund the escrow account. Prior to plat recordation or issuance of construction permits, whichever shall first occur, the developer shall pay into the escrow account an amount equal to fifteen (15) percent of the initial construction cost of the *structural BMPs*. Two-thirds (2/3) of the total amount of sinking fund budget shall be deposited into the escrow account within the first five (5) years and the full amount shall be deposited within ten (10) years following initial construction of the *structural BMPs*. Funds shall be deposited each year into the escrow account. A portion of the annual assessments of the association shall include an allocation into the escrow account. Any funds drawn down from the escrow account shall be replaced

in accordance with the schedule of anticipated work used to create the sinking fund budget.

- 4) The percent of developer contribution and lengths of time to fund the escrow account may be varied by the Greene County depending on the design and materials of the stormwater control and management facility.
- 5) Granting to Greene County a right of entry to inspect, monitor, maintain, repair, and reconstruct *structural BMPs*.
- 6) Allowing Greene County to recover from the association and its member's any and all costs Greene County expends to maintain or repair the *structural BMPs* or to correct any operational deficiencies. Failure to pay all of its expended costs, after forty-five (45) days written notice, shall constitute a breach of the agreement. In case of a deficiency, Greene County shall thereafter be entitled to bring an action against the association and its members to pay, or foreclose upon the lien hereby authorized by the agreement against the property, or both. Interest, collection costs, and attorney fees shall be added to the recovery.
- 7) A statement that this agreement shall not obligate Greene County to maintain or repair any *structural BMPs*, and Greene County shall not be liable to any person for the condition or operation of *structural BMPs*.
- 8) A statement that this agreement shall not in any way diminish, limit, or restrict the right of Greene County to enforce any of its ordinances as authorized by law.
- 9) A provision indemnifying and holding harmless Greene County for any costs and injuries arising from or related to the *structural BMP*, unless Greene County has agreed in writing to assume the maintenance responsibility for the BMP and has accepted dedication of any and all rights necessary to carry out that maintenance.
- 10) An annual certified financial statement shall be provided to the Stormwater Administrator.

#### xx-403 INSPECTION PROGRAM

Inspections and inspection programs by Greene County may be conducted or established on any reasonable basis, including but not limited to routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to, reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in BMPs; and evaluating the condition of BMPs.

If the *owner* or occupant of any property refuses to permit such inspection, the Stormwater Administrator shall proceed to obtain an administrative search warrant pursuant to G.S. 15-27.2 or its successor. No person shall obstruct, hamper or interfere with the Stormwater Administrator while carrying out his or her official duties.

xx-404 PERFORMANCE SECURITY FOR INSTALLATION AND MAINTENANCE

(A) Required

1) Installation

Greene County requires the submittal of a performance security or bond with surety, cash escrow, letter of credit or other acceptable legal arrangement prior to issuance of a permit in order to ensure that the *structural* BMPs are installed by the permit holder as required by the approved stormwater management plan.

2) Maintenance

Greene County requires the submittal of a performance security in the form of cash, bonds or evergreen letter of credit prior to issuance of a permit in order to ensure that the *structural BMPs* are maintained by the *owner* as required by the operation and maintenance.

(B) Amount

1) Installation

The amount of an installation performance security shall be the total estimated construction cost of the BMPs approved under the permit, plus 25%.

2) Maintenance

Acceptable financial security shall be deposited with Greene County to ensure that each structural stormwater BMP is adequately maintained. The applicant shall deposit with Greene County either cash, bonds or an evergreen letter of credit as financial security approved by Greene County and is readily convertible into cash at face value. The cash, bonds, or evergreen letter of credit shall be in an amount equal to fifteen (15) percent of the total cost of each structural stormwater BMP.

(C) Uses of performance security

1) Forfeiture Provisions

The performance security shall contain forfeiture provisions for failure, after proper notice, to complete work within the time specified, or to initiate or maintain any actions which may be required of the applicant or *owner* in accordance with this ordinance, approvals issued pursuant to this ordinance, or an operation and maintenance agreement established pursuant to this ordinance.

2) Default

Upon default of the *owner* to construct, maintain, repair and, if necessary, reconstruct any *structural BMP* in accordance with the applicable permit or operation and maintenance agreement, the Stormwater Administrator shall obtain and use all or any portion of the security to make necessary improvements based on an engineering estimate. Such expenditure of funds shall only be made after requesting the *owner* to comply with the permit or maintenance agreement. In the event of a default triggering the use of installation performance security, Greene County shall not return any of the unused deposited cash funds or other security, which shall be retained for maintenance.

3) Costs in Excess of Performance Security

If Greene County takes action upon such failure by the applicant or *owner*, Greene County may collect from the applicant or *owner* the difference between the amount of the reasonable cost of such action and the amount of the security held, in addition to any other penalties or damages due.

4) Refund

Within sixty (60) days of the final approval, the installation performance security shall be refunded to the applicant or terminated, except any amount attributable to the cost (plus 25%) of landscaping installation and ongoing maintenance associated with the BMPs covered by the security. Any such landscaping shall be inspected one (1) year after installation with replacement for compliance with the approved plans and specifications and, if in compliance, the portion of the financial security attributable to landscaping shall be released.

xx-405 NOTICE TO OWNERS

(A) Deed Recordation and Indications On Plat

The applicable operations and maintenance agreement including but not limited to the maintenance agreement form pertaining to every *structural BMP* shall be referenced on the final plat and shall be recorded with the Greene County Register of Deeds upon final plat approval. If no final plat is recorded for the site, then the operations and maintenance agreement shall be recorded with the Greene County Register of Deeds so as to appear in the chain of title of all subsequent purchasers under generally accepted searching principles.

(B) Signage

To assure compliance with this ordinance, *structural BMPs* shall be posted with a conspicuous sign stating who is responsible for required maintenance and annual inspection. The sign shall be maintained so as to remain visible and legible.

**xx-406 RECORDS OF INSTALLATION AND MAINTENANCE ACTIVITIES**

The *owner* of five (5) *structural BMPs* shall keep records of inspections, maintenance, and repairs for at least five (5) years from the date of creation of the record and shall submit the same upon reasonable request to the Stormwater Administrator.

**xx-407 NUISANCE**

The *owner* of each stormwater BMP, whether *structural* or *non-structural BMP*, shall maintain it so as not to create or result in a nuisance condition.

**xx-408 MAINTENANCE EASEMENT**

Every *structural BMP* installed pursuant to this ordinance shall be made accessible for adequate maintenance and repair by a maintenance easement. The easement shall be recorded and its terms shall specify who may make use of the easement and for what purposes.

## SECTION 5: ENFORCEMENT AND VIOLATIONS

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### xx-501 GENERAL

#### (A) Authority to Enforce

The provisions of this ordinance shall be enforced by the Stormwater Administrator, his or her designee, or any authorized agent of Greene County. Whenever this section refers to the Stormwater Administrator, it includes his or her designee as well as any authorized agent of Greene County.

#### (B) Violation Unlawful

Any failure to comply with an applicable requirement, prohibition, standard, or limitation imposed by this ordinance, or the terms or conditions of any permit or other *development* or *redevelopment* approval or authorization granted pursuant to this ordinance, is unlawful and shall constitute a violation of this ordinance.

#### (C) Each Day a Separate Offense

Each day that a violation continues shall constitute a separate and distinct violation or offense.

#### (D) Responsible Persons/Entities

Any person who erects, constructs, reconstructs, alters (whether actively or passively), or fails to erect, construct, reconstruct, alter, repair or maintain any structure, BMP, practice, or condition in violation of this ordinance shall be subject to the remedies, penalties, and/or enforcement actions in accordance with this section. Persons subject to the remedies and penalties set forth herein may include any architect, engineer, builder, contractor, developer, agency, or any other person who participates in, assists, directs, creates, causes, or maintains a condition that results in or constitutes a violation of this ordinance, or fails to take appropriate action, so that a violation of this ordinance results or persists; or an *owner*, any tenant or occupant, or any other person, who has control over, or responsibility for, the use or *development* of the property on which the violation occurs.

For the purposes of this article, responsible person(s) shall include but not be limited to:

##### 1) Person Maintaining Condition Resulting In or Constituting Violation

An architect, engineer, builder, contractor, developer, agency, or any other person who participates in, assists, directs, creates, causes, or maintains a condition that constitutes a violation of this ordinance, or fails to take appropriate action, so that a violation of this ordinance results or persists.

##### 2) Responsibility For Land or Use of Land

The *owner* of the land on which the violation occurs, any tenant or occupant of the property, any person who is responsible for stormwater controls or

practices pursuant to a private agreement or public document, or any person, who has control over, or responsibility for, the use, *development* or *redevelopment* of the property.

xx-502 REMEDIES AND PENALTIES

The remedies and penalties provided for violations of this ordinance, whether civil or criminal, shall be cumulative and in addition to any other remedy provided by law, and may be exercised in any order.

(A) Remedies

1) Withholding of Certificate of Occupancy

The Stormwater Administrator or other authorized agent may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site and served by the stormwater practices in question until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.

2) Disapproval of Subsequent Permits and Development Approvals

As long as a violation of this ordinance continues and remains uncorrected, the Stormwater Administrator, Building Inspector or other authorized agent may withhold, and the Greene County Planning Board or the Greene County Board of Commissioners may disapprove, any request for permit or *development* approval or authorization provided for by this ordinance or the building regulations for the land on which the violation occurs.

3) Injunction, Abatements, etc.

The Stormwater Administrator, with the written authorization of the Greene County Manager may institute an action in a court of competent jurisdiction for a mandatory or prohibitory injunction and order of abatement to correct a violation of this ordinance. Any person violating this ordinance shall be subject to the full range of equitable remedies provided in the General Statutes or at common law.

4) Correction as Public Health Nuisance, Costs as Lien, etc.

If the violation is deemed dangerous or prejudicial to the public health or public safety and is within the geographic limits prescribed by North Carolina G.S. § 160A-193, the Stormwater Administrator, with the written authorization of the Greene County Manager may cause the violation to be corrected and the costs to be assessed as a lien against the property.

**5) Stop Work Order**

The Stormwater Administrator may issue a stop work order to the person(s) violating this ordinance. The stop work order shall remain in effect until the person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein. The stop work order may be withdrawn or modified to enable the person to take the necessary remedial measures to cure such violation or violations.

**(B) Civil Penalties**

Violation of this ordinance may subject the violator to a civil penalty to be recovered in a civil action in the nature of a debt if the violator does not pay the penalty within 30 days after notice of the violation is issued by the Stormwater Administrator. Civil penalties may be assessed up to the full amount of penalty to which Greene County is subject for violations of its Phase II Stormwater permit, or if no Phase II Stormwater permit exists for the jurisdiction, civil penalties may be assessed up to the full amount allowed by law.

**(C) Criminal Penalties**

Violation of this ordinance may be enforced as a misdemeanor subject to the maximum fine permissible under North Carolina law.

**xx-503 PROCEDURES**

**(A) Initiation/Complaint**

Whenever a violation of this ordinance occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint shall state fully the alleged violation and the basis thereof, and shall be filed with the Stormwater Administrator, who shall record the complaint. The complaint shall be investigated promptly by the Stormwater Administrator.

**(B) Inspection**

The Stormwater Administrator shall have the authority, upon presentation of proper credentials, to enter and inspect any land, building, structure, or premises to ensure compliance with this ordinance.

**(C) Notice of Violation and Order to Correct**

When the Stormwater Administrator finds that any building, structure, or land is in violation of this ordinance, the Stormwater Administrator shall notify, in writing, the property *owner* or other person violating this ordinance. The notification shall indicate the nature of the violation, contain the address or other description of the site upon which the violation is occurring, order the necessary action to abate the violation, and give a deadline for correcting the violation. If civil penalties are to be assessed, the notice of violation shall also contain a statement of the civil penalties

to be assessed, the time of their accrual, and the time within which they must be paid or be subject to collection as a debt.

The Stormwater Administrator may deliver the notice of violation and correction order personally, by the Greene County law enforcement, by certified or registered mail, return receipt requested, or by any means authorized for the service of documents by Rule 4 of the North Carolina Rules of Civil Procedure.

If a violation is not corrected within a reasonable period of time, as provided in the notification, the Stormwater Administrator may take appropriate action under this ordinance to correct and abate the violation and to ensure compliance with this ordinance.

**(D) Extension of Time**

A person who receives a notice of violation and correction order, or the *owner* of the land on which the violation occurs, may submit to the Stormwater Administrator a written request for an extension of time for correction of the violation. On determining that the request includes enough information to show that the violation cannot be corrected within the specified time limit for reasons beyond the control of the person requesting the extension, the Stormwater Administrator may extend the time limit as is reasonably necessary to allow timely correction of the violation, up to, but not exceeding thirty (30) days. The Stormwater Administrator may grant fifteen (15)-day extensions in addition to the foregoing extension if the violation cannot be corrected within the permitted time due to circumstances beyond the control of the person violating this ordinance. The Stormwater Administrator may grant an extension only by written notice of extension. The notice of extension shall state the date prior to which correction must be made, after which the violator will be subject to the penalties described in the notice of violation and correction order.

**(E) Enforcement After Time to Correct**

After the time has expired to correct a violation, including any extension(s) if authorized by the Stormwater Administrator, the Stormwater Administrator shall determine if the violation is corrected. If the violation is not corrected, the Stormwater Administrator may act to impose one or more of the remedies and penalties authorized by this ordinance.

**(F) Emergency Enforcement**

If delay in correcting a violation would seriously threaten the effective enforcement of this ordinance or pose an immediate danger to the public health, safety, or welfare, then the Stormwater Administrator may order the immediate cessation of a violation. Any person so ordered shall cease any violation immediately. The Stormwater Administrator may seek immediate enforcement, without prior written notice, through any remedy or penalty authorized by this article.

**[SECTION 6: DEFINITIONS**

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**xx-601 TERMS DEFINED**

When used in this ordinance, the following words and terms shall have the meaning set forth in this section, unless other provisions of this ordinance specifically indicate otherwise.

***Built-upon area (BUA)***

That portion of a *development* project that is covered by impervious or partially impervious surface including, but not limited to, buildings; pavement and gravel areas such as roads, parking lots, and paths; and recreation facilities such as tennis courts. "Built-upon area" does not include a wooden slatted deck, the water area of a swimming pool, or pervious or partially pervious paving material to the extent that the paving material absorbs water or allows water to infiltrate through the paving material.

***Department***

The North Carolina Department of Environmental Quality or successor.

***Design Manual***

The stormwater design manual approved for use in Phase II jurisdictions by the *Department*. All references herein to the *Design Manual* are to the latest published edition or revision.

***Development***

Any land-disturbing activity that increases the amount of *built-upon area* or that otherwise decreases the infiltration of precipitation into the soil.

***Division***

The Division of Water Energy, Mineral and Land in the *Department* or successor.

***High-density project***

Any project that exceeds the *low-density* threshold for dwelling units per acre or *built-upon area*.

***Larger common plan of development or sale***

Any area where multiple separate and distinct construction or land-disturbing activities will occur under one plan. A plan is any announcement or piece of documentation (including but not limited to a sign, public notice or hearing, sales pitch, advertisement, loan application, drawing, permit application, zoning request, or computer design) or physical demarcation (including but not limited to boundary signs, lot stakes, or surveyor markings) indicating that construction activities may occur on a specific plot.

***Low-density project***

A project is a low-density project if it has no more than two dwelling units per acre for residential development or no more than twenty-four percent *built-upon area* (BUA) for all residential and non-residential *development*.

A project with an overall density at or below the relevant low-density threshold, but containing areas with a density greater than the overall project density, may be considered low density as long as the project meets or exceeds the post-construction model practices for low-density projects and locates the higher density in upland areas and away from surface waters and drainage ways to the maximum extent practicable.

***1-year, 24-hour storm***

The surface runoff resulting from a 24-hour rainfall of an intensity expected to be equaled or exceeded, on average, once in 12 months and with a duration of 24 hours. For purposes of this ordinance, the rainfall depth used to calculate runoff shall be 3.13”.

***Owner***

The legal or beneficial owner of land, including but not limited to a mortgagee or vendee in possession, receiver, executor, trustee, or long-term or commercial lessee, or any other person or entity holding proprietary rights in the property or having legal power of management and control of the property. “Owner” shall include long-term commercial tenants; management entities, such as those charged with or engaged in the management of properties for profit; and every person or entity having joint ownership of the property. A secured lender not in possession of the property does not constitute an owner, unless the secured lender is included within the meaning of “owner” under another description in this definition, such as a management entity.

***Redevelopment***

Any *development* on previously-developed land, other than a rebuilding activity that results in no net increase in *built-upon area* and provides equal or greater stormwater control than the previous *development*.

***Structural BMP***

A physical device designed to trap, settle out, or filter pollutants from stormwater runoff; to alter or reduce stormwater runoff velocity, amount, timing, or other characteristics; to approximate the *pre-development* hydrology on a developed site; or to achieve any combination of these goals. Structural BMP includes physical practices such as constructed wetlands, vegetative practices, filter strips, grassed swales, and other methods installed or created on real property. “Structural BMP” is synonymous with “structural practice,” “stormwater control facility,” “stormwater control practice,” “stormwater treatment practice,” “stormwater management practice,” “stormwater control measures,” “structural stormwater treatment systems,” and similar terms used in this ordinance.

***Substantial progress***

For the purposes of determining whether sufficient progress has been made on an approved plan, one or more of the following construction activities toward the completion of a site or subdivision plan shall occur: obtaining a grading permit and conducting grading activity on a continuous basis and not discontinued for more than thirty (30) days; or installation and approval of on-site infrastructure; or obtaining a building permit for the construction and approval of a building foundation. “Substantial progress” for purposes of determining whether an approved plan is null and void is not necessarily the same as “substantial expenditures” used for determining vested rights pursuant to applicable law.

Commissioners  
Brad Fields- Chairman  
Susan Blizzard – Vice Chairman  
Bennie Heath  
Jerry Jones  
James T. Shackelford, Jr.

County Manager  
Kyle DeHaven

Finance Officer  
Landon Price



# GREENE COUNTY

A Place To Grow. The Way To Live.

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WHEREAS, the Greene County Board of Commissioners hereby establishes and sets aside a special time for the purpose of receiving such comments and suggestions in addition to public hearings

NOW, THEREFORE; BE IT RESOLVED that all comments and suggestions addressed to the Greene County Board of Commissioners during the Public Comment Period shall be subject to the following Public Comment Policy:

**1. Policy Purpose**

a. To establish a policy for citizens to appear before the Greene County Board of Commissioners at their regular meetings during the month.

**2. Coverage**

a. This policy, upon adoption by the Greene County Board of Commissioners, shall remain in effect until such time that it is altered, modified, or rescinded by the Greene County Board of Commissioners.

**3. Policy**

a. Anyone desiring to address the Board of Commissioners must sign up with the Deputy County Clerk between 6:45 pm and 7:00 pm on the night of the Greene County Board of Commissioners meeting. The request should be in writing and on a form provided by the Deputy County Clerk. The form shall, as a minimum, provide the requestors name and address.

b. The Public Comment portion of the agenda will be placed at the beginning of the agenda but after all Public Hearings.

c. Each speaker must be recognized by the Chairman as having the exclusive right to be heard.

d. Comments are limited to three minutes per speaker. A speaker cannot give their allotted time/minutes to another speaker to increase that persons allotted time.

e. Speakers must address the entire Greene County Board of Commissioners, not an individual member. Discussions between speakers and the audience will not be allowed.

f. Speakers will be civil in their language and presentation.

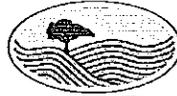
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*The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment*

Commissioners  
Brad Fields– Chairman  
Susan Blizzard – Vice Chairman  
Bennie Heath  
Jerry Jones  
James T. Shackelford, Jr.

County Manager  
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## GREENE COUNTY

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- g. There shall be a maximum of three (3) participants on the same subject. It is recommended that if there are several people who wish to speak on the same subject that they choose one speaker to speak for all.
- h. The time allotted for Public Comment will be 15 minutes. The Board of Commissioners can choose to extend the Public Comment Period, by a majority vote, an additional 15 minutes for a total of 30 minutes for public comments.
- i. Individuals who sign up but cannot speak due to time constraints will be carried to the next regular meeting of the Greene County Board of Commissioners and placed first on the Public Comment Agenda.
- j. For clarification, any Greene County Board of Commissioners may ask the speaker questions. The time used by a Greene County Board of Commissioners to ask a question, or the response to his/her question, will not be counted against the citizens three minute time allotment.
- k. Public comment is not intended to require the Greene County Board of Commissioners to answer any impromptu questions. Action on items brought up during the Public Comment Period will be at the discretion of the Greene County Board of Commissioners.
- l. The public can address the Greene County Board of Commissioners on any issue other than public hearings items and those items that would be covered in closed session, which would include, but not be limited to attorney/client privilege, personnel, land acquisition and contract negotiations.
- m. Anyone desiring to address the Greene County Board of Commissioners on a specific concern requiring more effective and informed action by the Greene County Board of Commissioners should contact the County Manager at least one week prior to the meeting for the topic to be reviewed for consideration to be placed on the agenda. Whenever possible, staff will address the concern directly, but if staff cannot address the issue, it will be placed on the agenda as early as practicable. The person making the request should provide sufficient information pertaining to their concerns to allow the Greene County Board of Commissioners to review the citizen concerns and/or request.

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*The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment*

\*Greene County is an equal opportunity provider, employer and lender.\*

To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Ave., SW, Washington, DC 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TDD)

Commissioners  
Brad Fields– Chairman  
Susan Blizzard – Vice Chairman  
Bennie Heath  
Jerry Jones  
James T. Shackelford, Jr.



**GREENE COUNTY**  
A Place To Grow. The Way To Live.

County Manager  
Kyle DeHaven

Finance Officer  
Landon Price

F1

*Home of the North Carolina Sweet Potato Festival*

From: Kyle J. DeHaven, County Manager

Re: Designation of Voting Delegate to NCACC Annual Conference

Date: June 29, 2016

The County Manager would ask that the Commissioners designate a voting delegate at the NCACC annual conference.

The NCACC 109<sup>th</sup> Annual Conference will be held in Forsyth County August 11-14, 2016 and we appreciate all you do to help us make this a successful event. During the business session on Saturday, August 13, scheduled from 2:15-4:45 p.m., each county will be entitled to one vote on items that come before the membership, including election of the NCACC Second Vice President. In order to facilitate this process, we ask that each county designate one voting delegate prior to Annual Conference, using the attached Designation of Voting Delegate form.

Action Recommended:

**Motion to designate a voting delegate at the NCACC annual Conference.**

**Board action is needed.**

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*The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment*



## Designation of Voting Delegate to NCACC Annual Conference

I, \_\_\_\_\_, hereby certify that I am the duly designated voting delegate for \_\_\_\_\_ County at the 109<sup>th</sup> Annual Conference of the North Carolina Association of County Commissioners to be held in Forsyth County, N.C., on August 11-14, 2016.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

### Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb by: **12 Noon on Friday, August 5, 2016:**

NCACC  
215 N. Dawson St.  
Raleigh, NC 27603  
Fax: (919) 733-1065  
[alisa.cobb@ncacc.org](mailto:alisa.cobb@ncacc.org)  
Phone: (919) 715-2685

Commissioners  
Brad Fields – Chairman  
Susan Blizzard – Vice Chairman  
Bennie Heath  
Jerry Jones  
James T. Shackelford, Jr.



**GREENE COUNTY**  
A Place To Grow. The Way To Live.

F2  
County Manager  
Kyle DeHaven  
Finance Officer  
Landon Price

*Home of the North Carolina Sweet Potato Festival*

From: Kyle J. DeHaven, County Manager

Re: Greene County Aging Planning Committee Appointments

Date: June 29, 2016

The Greene County Aging Planning Committee is seeking the appointment of two candidates for its committee. Two applicants have been received, one from the Hookerton area, and one from the Walstonburg area.

Action Recommended:

**Motion to appoint the two individuals to the Greene County Aging Planning Committee**

**Board action is needed.**

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884  
[www.co.greene.nc.us](http://www.co.greene.nc.us)

*The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment*

## Kathy Mooring

---

**From:** Sharon Harrison  
**Sent:** Thursday, June 23, 2016 3:57 PM  
**To:** Kathy Mooring; Kyle DeHaven  
**Subject:** Appointments for Aging Planning Committee  
**Attachments:** Aging Planning Committee Application-Sherry Morris.pdf; Aging Planning Committee-Application Bille Albritton.pdf; Advisory Boards Ad April & May 2016.pdf

Attached are two applications for the Aging Planning Committee for approval by Commissioners. Copies of the Ad for these positions, which ran in the Standard Laconic on April 27<sup>th</sup>, and May 4<sup>th</sup> are also attached. One applicant is from the Hookerton Community, and the other from Walstonburg. I am requesting approval of these positions for our Aging Planning Committee.

### *Sharon T. Harrison*

DIRECTOR GREENE COUNTY SENIOR CENTER & SERVICES  
PO Box 36  
104 GREENRIDGE ROAD  
SNOW HILL, NC 28580  
TEL: (252) 747-5436  
(252) 747-7518  
FAX: (252) 747-8402  
[sharrison@co.greene.nc.us](mailto:sharrison@co.greene.nc.us)

"A CENTER OF EXCELLENCE SINCE APRIL 1, 2010"

This message may contain confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute, or copy this email. Please notify the sender immediately by email if you have received this email by mistake and delete it from your system. Pursuant to the Freedom of Information-Privacy Act and North Carolina General Statute, Chapter 132-Public Records, this email message may be considered a matter of public record.

**A Partner of Lenoir-Greene United Way**



APPLICATION FOR APPOINTMENT  
to  
GREENE COUNTY ADVISORY BOARDS AND COMMISSIONS

The Greene County Board of Commissioners believes that all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member of one of the County's advisory boards. If you want to be considered for appointment to an advisory board, please complete the Application below and mail it to the Greene County Clerk to the Board, 229 Kingold Blvd., Suite D, Snow Hill, NC 28580, or fax to 252-747-3884.

Advisory Board/Committee/Commission interested in:

Aging Planning Committee

(I understand that this application will be kept on the active file for two years only, and I hereby authorize Greene County to verify all information included in this application.)

Name: Sherry Dianne McKeel Morris  
Address: PO Box 274, 207 South Main Street  
City/State/Zip: Walstonburg, NC 27888  
Telephone: (Home): 252-753-6328 (Cell): 252-493-2726 (Work):  
Email: sdianne.morris@aol.com  
Occupation: Retired

Business Address:

Current volunteer activities / other Board & Commissions: Sunday School teacher and Sunday school superintendent for Howell Swings OFWB Church.

Why do you want to serve on this Board? The older that I get (69 yrs old) the more I value the importance of the services provided in Greene County for the aged including transportation, nutrition, and in-home aid services.

CERTIFICATION

I certify that I understand the 75% attendance requirement established in the Greene County Board Appointment Policy. I further certify, that I am aware, if my attendance drops below the 75% attendance requirements that I will be automatically removed from said Board appointment.

Sherry M. Morris  
Signature of Applicant

June 17, 2016  
Date

APPLICATION FOR APPOINTMENT  
to  
GREENE COUNTY ADVISORY BOARDS AND COMMISSIONS

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*Advisory Board/Committee/Commission interested in:*

Aging Planning Committee

(I understand that this application will be kept on the active file for two years only, and I hereby authorize Greene County to verify all information included in this application.)

Name: Bille Albritton

Address: P.O. Box 189

City/State/Zip: Hookerton, NC 28538

Telephone: (Home): 252-747-5400 (Work): N/A

Email: \_\_\_\_\_

Occupation: Retired Albritton Company - Autumn Fields

Business Address: N/A

Current volunteer activities / other Board & Commissions: Home & Community Care,

Block Grant, Chamber of Commerce Beautification

Committees, Master Gardener, General Council UMC

Why do you want to serve on this Board? Interest in Senior Center

& services for older Adults in Greene Co -

especially rural and low income

**CERTIFICATION**

I certify that I understand the 75% attendance requirement established in the Greene County Board Appointment Policy. I further certify, that I am aware, if my attendance drops below the 75% attendance requirements that I will be automatically removed from said Board appointment.

Bille Albritton  
Signature of Applicant

6-15-16  
Date

# Greene Co. Senior Center PUBLIC NOTICES

**GREENE COUNTY SENIOR CENTER ADVISORY BOARD:**

Senior Citizens to serve on this board with the purpose of advising the County Commissioners on the development, implementation, and administration of Senior Services in Greene County, promoting the well-being of the Senior Population, and advocacy on the behalf of Greene County Senior Citizens. Meets on the third Wed. of Jan., March, May, July, Sept., and Nov. at 3:30 at the Greene County Senior Center. Appointments to this board are made by the Greene County Commissioners in June. Advertisements for expired terms will be published locally. Terms of appointment, which are two years, begin July 1st. Persons may serve 2 Two Year Terms. Officer elections are in July during the first regularly scheduled meeting. Advises and provides input to the Senior Center Director for consideration on policies, procedures, events, activities and requests for adoption by the Greene County Board of Commissioners. Training on Items Specific to the Senior Center Advisory Board will be provided within 2 months of appointment including Senior Center Policies, Advisory Board By-Laws, HIPPA Laws, and Volunteer Handbook. Application required. Applications are available at the Senior Center 104 Greenridge Road Snow Hill or call 252-747-5436 for more information. Deadline for all applications is Tuesday, May 31, 2016.

**AGING PLANNING COMMITTEE (FORMALLY HCCBG):**

Plan and coordinate the development of the Aging Funding Plan for Greene County. Members at Large include Greene County Residents who are at least age 60 or older. Meetings are held in Jan., March, May, July, Sept., and Nov. on the Third Tues. at 10:00. Meetings are held at the Greene County Senior Center. Agencies that provide Aging Services through the Home & Community Care Block Grant give up to date information on Transportation, Senior Nutrition, and In-Home Aid services. Application required. Applications are available at the Senior Center 104 Greenridge Road Snow Hill or call 252-747-5436 for more information. Deadline for all applications is Tuesday, May 31, 2016.

**SENIOR TARIFF LEGISLATURE-ALTERNATE**

Person at least age 60 and is willing to serve as an alternate for Greene County, to provide information and education to Senior Citizens on the Legislative Process, promote citizen involvement and Advocacy concerning aging issues before the General Assembly, to assess the Legislative needs of older adults through a forum modeled after the General Assembly, and develop a nonpartisan forum for older North Carolinians to discuss the issues of Senior Citizens. Delegates and Alternates are selected by the Area Agency on Aging, which is responsible for planning the selection and conducting a publicity campaign in their area. Alternates will attend meetings and perform the duties of the Delegate in their absence including casting votes. Delegates shall receive Orientation for their position through the Area Agency on Aging, Region P. Application available at the Greene County Senior Center 104 Greenridge Road Snow Hill or call 252-747-5436 for more information. Deadline for all applications is Tuesday, May 31, 2016.

# Greene Co. Senior Center PUBLIC NOTICES

**GREENE COUNTY SENIOR CENTER ADVISORY BOARD:**

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May 4, 2016

Commissioners  
Brad Fields- Chairman  
Susan Blizzard – Vice Chairman  
Bennie Heath  
Jerry Jones  
James T. Shackelford, Jr.



**GREENE COUNTY**  
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F3  
County Manager  
Kyle DeHaven

Finance Officer  
Landon Price

*Home of the North Carolina Sweet Potato Festival*

From: Kyle J. DeHaven, County Manager

Re: Planning Board Appointments

Date: June 29, 2016

The Greene County Planning Board has received two applications to fill two vacant seats. This was advertised two extra weeks to receive the needed number of candidates.

Action Recommended:

**Motion to appoint the two applicants to the Greene County Planning Board.**

**Board action is needed.**

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*The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment*

APPLICATION FOR APPOINTMENT  
to  
GREENE COUNTY ADVISORY BOARDS AND COMMISSIONS

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Advisory Board/Committee/Commission interested in:

Planning Board

(I understand that this application will be kept on the active file for two years only, and I hereby authorize Greene County to verify all information included in this application.)

Name: Henry Lanier

Address: 2010 Fred Harrison Rd

City/State/Zip: Snow Hill NC 28580

Telephone: (Home): 252-286-6734 (Work): 252-747-8124

Email: Henry@LanierConstruction.com

Occupation: President and co owner of Lanier Construction Co

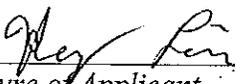
Business Address: 1509 Browntown Rd Snow Hill N.C. 28580

Current volunteer activities / other Board & Commissions: Church

Why do you want to serve on this Board? To aid in the improvement of our county.

CERTIFICATION

I certify that I understand the 75% attendance requirement established in the Greene County Board Appointment Policy. I further certify, that I am aware, if my attendance drops below the 75% attendance requirements that I will be automatically removed from said Board appointment.

  
Signature of Applicant

6-22-16  
Date

APPLICATION FOR APPOINTMENT  
to  
GREENE COUNTY ADVISORY BOARDS AND COMMISSIONS

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Advisory Board/Committee/Commission interested in:

Planning Board

(I understand that this application will be kept on the active file for two years only, and I hereby authorize Greene County to verify all information included in this application.)

Name: Douglas Hall

Address: 250 Herman Scott Rd.

City/State/Zip: Stantonburg, N.C. 27883

Telephone: (Home): 252 238 3804 (Work): Retired

Email:

Occupation: \_\_\_\_\_

Business Address: \_\_\_\_\_

Current volunteer activities / other Board & Commissions: \_\_\_\_\_

Why do you want to serve on this Board? Help The County.

CERTIFICATION

I certify that I understand the 75% attendance requirement established in the Greene County Board Appointment Policy. I further certify, that I am aware, if my attendance drops below the 75% attendance requirements that I will be automatically removed from said Board appointment.

Douglas Hall  
Signature of Applicant

6-6-16  
Date

F 4

Commissioners  
Brad Fields-- Chairman  
Susan Blizzard – Vice Chairman  
Bennie Heath  
Jerry Jones  
James T. Shackelford, Jr.

County Manager  
Kyle DeHaven  
Finance Officer  
Landon Price



# GREENE COUNTY

A Place To Grow. The Way To Live.

*Home of the North Carolina Sweet Potato Festival*

From: Kyle J. DeHaven, County Manager

Re: Integrated Mosquito Management Program

Date: June 29, 2016

Attached is a proposal for Integrated Mosquito Management Program. As approved in the 16/17 budget, Mr. Michael Rhodes has put together a plan to remediate the mosquito population in rural Greene County. The contractor mentioned is recommended by the The Health Director and will be coordinating with him to best suit the community's needs, within the approved budget.

Action Recommended:

**Motion to approve the 2016 Integrated Mosquito Management Program**

**Board action is needed.**

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[www.co.greene.nc.us](http://www.co.greene.nc.us)

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# Greene County Health Department

June 27<sup>th</sup>, 2016

To: Mr. Kyle DeHaven, Manager  
Greene County

From: Mr. Michael U. Rhodes, Director  
Greene County Health Department

Ref: 2016 Integrated Mosquito Management Program

Mr. DeHaven,

Attached in the REVISED Proposal I discussed with you last week for the 2016 IMM Program for Greene County. As I indicated, Greene County has been working with GS Mosquito Control Company for several years when funds were available. Last year there were no funds available. Fortunately there are funds available for this mosquito season. **I recommend approving the contract proposal with GS Mosquito Control. By accepting this proposal we can begin the 2016 Mosquito Management Program in July for the 2016 mosquito season.**

The emphasis this season will be on those mosquitos which can spread arboviruses such as Ades Aegypti and Ades Albopictus.

Greene County will be able to have a IMM Program that will include education of the community on decreasing habitats for the above mentioned species as well as trapping, identification of species, adulticiding and larvaciding,

If you have additional questions concerning this issue please do not hesitate to ask.

Thank You

June 10, 2016

To: The Greene County Health Director

Proposal - Greene County Mosquito Control Program

I wish to offer a proposal for mosquito control for the 2016 mosquito season that starts in July and ends in November 2016. This activity covers the communities of **Arba, Hookerton, Four-way, Willow Green, Jason, Maury, Shine, Walstonburg** and other rural areas of the county for approximately **268** miles of spray route.

Light traps will be set to determine mosquito populations and the mix of species at various sites within the county before the beginning of spray activity and during the season. The frequency of trapping will be determined by storm events and hurricane activity. However, it is a good practice trap on a regular basis to be able to justify the extent of mosquito control activities.

Routine samplings for mosquito larvae in residential areas targeting container breeding mosquito species such as *Aedes albopictus* and *Aedes aegypti* will be conducted on account of Public Health concerns associated with the advent of the **Zika virus** that is reported to be transmitted by **Aedes aegypti**. The Greene County Health Director has expressed the desire to track this particular mosquito species within the county.

I will be working off of spray routes and maps generated in collaboration with the Greene County Health Department. ULV Spray Machines will be employed in adulticide spraying following the same routes created for the 2014 season with some adjustments for storm events, mosquito complaints and requests for service emanating from residents during the season.

Program Guidelines – IPM/IMM

The IPM approach is an effective and environmentally sensitive approach to pest management that relies on a combination of common sense practices that use information on the life cycle of pests and their interaction with the environment to design pest management strategies that are economical with the least possible hazard to people, property and the environment.

Essentially, IMM embraces a combination of methods that focuses on prevention and minimizing adult mosquito emergence and activity. Documenting citizen complaints of mosquito infestations to be followed by prompt action where necessary is also a valuable IMM tool.

Record keeping is an integral part of an IMM program as it is arguably the best way to justify the program plan and provide proof that planned activities and strategies have been followed through.

I will be keeping records that follow The North Carolina Department of Agriculture (NCDA), Pesticides Section guidelines on record keeping for pesticide applicators and pesticide use. There are also stringent record keeping requirements for spray activity, chemical use and storage.

**Mosquito Control Service Fee structure is as follows:**

Spraying and Trap setting \$ 40.00 per Hour

Mileage on spray route \$ 0.54 per mile

Please see the Schedule of Mosquito Control Activities below.

I trust that the proposal meets the Greene County needs for mosquito control. Thank you.

**Schedule of Mosquito Control Activities**

**June 10, 2016:** Identification of available resources and creating proposal and estimates for program needs. Prepare **PDMP**.

**July 2016:** Define program outline and acquire permits and certifications.

**July 2016:** Calibrate equipment for pesticide regulatory compliance

**July 6, 2016:** Larval surveillance, mosquito breeding habitat mapping and documentation

**July 15, 2016:** Start larviciding and adulticiding activities for mosquito control based on defined thresholds and citizen complaints. These activities continue to the start of the first extended hard freeze that generally occurs in the final weeks of November.

**July 2016:** Control activities start in July and continue through to October. Spraying will be tied to scheduled activities and storm events as much as possible on account of the limited amount of funds for mosquito control.

The intensity of activities is dictated by the prevalence of storm events and hurricanes during the season. These events may lead to increases in the demand for labor and other financial resources that should be built into the budget.

The end of the mosquito breeding season is informed by tangible data on adult mosquito and larval populations obtained through light traps, landing counts and larval surveillance. Shifting climate patterns and storm/hurricane events could also lead to an extension of the mosquito breeding season.

**Amadou M Jallow**

**GS Mosquito Control**

**919-252-1616**

F5

Commissioners  
Brad Fields– Chairman  
Susan Blizzard – Vice Chairman  
Bennie Heath  
Jerry Jones  
James T. Shackelford, Jr.

County Manager  
Kyle DeHaven  
Finance Officer  
Landon Price



**GREENE COUNTY**  
A Place To Grow. The Way To Live.

*Home of the North Carolina Sweet Potato Festival*

From: Kyle J. DeHaven, County Manager

Re: Board of Elections Lease

Date: June 20, 2016

Attached is the proposed board of Elections lease. This lease remains substantially the same as before, but with an increased monthly rent amount. It is a 2 year lease with options up to 5years.

Action Recommended:

**Motion to approve the lease with the Town of Snow Hill**

**Board action is needed.**

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[www.co.greene.nc.us](http://www.co.greene.nc.us)

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North Carolina

Greene County

THIS LEASE, made and entered into this the 1st day of July, 2016, by and between the TOWN OF SNOW HILL, a municipal corporation organized and existing under the laws of the State of North Carolina, Lessor, party of the first part, and Greene County, a political subdivision of the State of North Carolina, Lessee, party of the second part;

WITNESSETH:

That subject to the terms and conditions hereinafter set forth, the Lessor does hereby let and lease unto the said Lessee, the following described property located in the Town of Snow Hill, County of Greene, and State of North Carolina and more particularly described as follows:

Being the approximate 2200 square feet on the north, and the approximate 800 square feet on the south of that building owned by the Town of Snow Hill located at 110 SE First Street, Snow Hill, NC.

TERMS AND CONDITIONS ABOVE REFERENCED AS FOLLOWS:

1. This lease shall begin as of the 1st day July 2016, and unless sooner terminated as herein provided shall continue for a period of two (2) years.
2. The rental to be paid by the party of the second part shall be EIGHT HUNDRED DOLLARS (\$800.00) per month, payable monthly in advance on the first day of each month.
3. The parties of the second part shall be responsible for payment of utilities to said building as follows: payment of (2/3) of electric and water bills. The party of the second part shall be responsible for its own telephone and waste pick-up expenses.
4. During the term of this lease, the Lessor agrees to maintain the roof and outside walls of said premises, and all necessary heating and cooling equipment, and plumbing lines and equipment. Otherwise, the party of the second part shall take the premises "as-is". Any improvements desired by the second part, including but not limited to new carpeting or flooring, drapes, interior painting, ceilings, new partitions, new plumbing fixtures, etc., may be installed by the party of the second part at its own expense, and shall remain at the termination of this lease and shall become property of the Lessor, unless it can be removed without damage to the premises and as long as premises can be returned to the party of the first part in condition similar to that at the commencement of this lease.
5. If said premises shall be rendered untenable by fire or other casualty, the Lessor has the option to repair or replace said building and will within thirty (30) days of the destruction or damage notify the Lessee whether it elects to restore the property or to terminate the lease. If the Lessor elects not to restore the demised property, then this lease shall thereupon terminate and become null and void. However, should the Lessor elect to restore the premises to the condition existing before the damage or destruction, then in that event the rent shall be abated according to the amount of square footage available to the Lessee for use to conduct business in while the repair and/or restoration takes place.

6. It is expressly agreed that if the Lessee shall neglect to make any payment of rent when due or neglect to do and perform any matter or thing herein agreed to be done and performed by it, and shall remain in default thereof for a period of ten (10) days after written notice from the Lessor calling attention to such default, Lessor may declare the lease terminated and take possession of said premises without prejudice to any other legal remedy it may have on account of such default.
7. The Lessee may not transfer or sublet the leased premises without prior written consent of the Lessor.
8. The Lessee agrees to abide by all of the laws of the State of North Carolina and the ordinances of the Town of Snow Hill, and not to operate any business in such a manner as to cause a public nuisance.
9. At the termination of this lease or any tenancy thereafter, Lessee shall surrender the premises to the Lessor in as good a condition as they shall be in at the commencement of this lease, subject to ordinary wear and tear and damage by fire and other causes beyond the control of the Lessee.
10. The Lessee agrees that it will at all times during the term hereof, at its own expense, maintain and keep in force public liability insurance against claims for bodily injury, death, or property damage occurring in or about the premises and will also provide at its sole expense, such fire and extended coverage and vandalism and malicious mischief insurance covering the contents of the leased premises as the Lessee deems advisable. The Lessor at its sole cost and expense shall keep the premises and the building and improvement thereon, to wit; all the property deemed to be real property under the terms of this lease insured to the extent of the full replacement cost thereof against loss or damage by fire, with extended coverage.
11. Lessee agrees to indemnify and defend Lessor (with counsel acceptable to Lessor) and to save harmless Lessor, against and from any and all claims by or on behalf of any person, firm or corporation arising by reason of injury to persons or property occurring on the Premises to the extent caused by any negligent act or omission or willful misconduct on the part of Lessee or any employee, agent, independent contractor, licensee or invitee of Lessee.
12. The Lessee shall have the option to extend this lease for three (3) additional periods of one (1) year each, on conditions and terms to be agreed to by both parties. Lessee shall give Lessor notice if its election to renew not less than ninety (90) days before the end of the term of the original or opted period. The parties shall have thirty (30) days after the Lessor receives notice from the Lessee, exercising the Lessee's right to extend the term of this lease, in which to agree upon reasonable rent to be paid by the Lessee for any extended term of this lease. Upon agreement of the parties for the amount of rent to be paid for any extended term, the parties shall execute immediately an amendment to this lease, stating the amount of rent to be paid to the Lessor for the extended term.
13. If Lessee remains in possession of the Premises or any part thereof after the expiration of the Term of this Lease or any renewal term, as applicable, with the Lessor's acquiescence and without any agreement of the parties, Lessee will be a Lessee from month-to-month pursuant to the other terms of the Lease.
14. This Lease shall constitute the entire agreement of the parties. All prior agreements between the parties, whether oral or written, are merged into this document and shall be of no force and effect. This Lease cannot be changed, modified or discharged other than

by a written agreement signed by the party against whom enforcement of the change, modification or discharge is sought.

15. Every provision of this Lease is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, that illegality or invalidity shall not affect the validity of the remainder of the Lease.

It is further expressly agreed and understood that all the covenants and agreements herein made shall extend to and be binding upon any successors in interest and assigns of the parties hereto.

IN TESTIMONY WHEREOF the said parties have hereunto set their hands and seals, in duplicate originals, this the day and year first above written.

TOWN OF SNOW HILL:

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk

COUNTY OF GREENE

By: \_\_\_\_\_

Attest: \_\_\_\_\_

FL

Commissioners  
Brad Fields– Chairman  
Susan Blizzard – Vice Chairman  
Bennie Heath  
Jerry Jones  
James T. Shackelford, Jr.

County Manager  
Kyle DeHaven  
Finance Officer  
Landon Price



*Home of the North Carolina Sweet Potato Festival*

From: Kyle J. DeHaven, County Manager

Re: Rural Healthcare Application processing Agreement

Date: June 29, 2016

The Health Director has brought an agreement with Solix to apply us for Telecommunications and HealthCare Connect Funds through the Federal Rural Healthcare Program. With our cooperation, they will apply for these grants for us. Any savings realized will be sent to our providers, and we will receive a credit for the savings on our invoices from the provider. We then pay 23% of what is saved to Solix for the service provided.

Action Recommended:

**Motion to approve the agreement with Solix to apply for the federal rural healthcare program**

**Board action is needed.**

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884  
[www.co.greene.nc.us](http://www.co.greene.nc.us)

*The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment*

\*Greene County is an equal opportunity provider, employer and lender.  
To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Ave., SW, Washington, DC 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TDD)

## Rural Healthcare Application Processing Agreement

This Rural Healthcare Application Processing Agreement (this “**Agreement**”) is made and entered into on [Enter Date] (the “**Effective Date**”) by and between Solix, Inc. (“**Solix**”), a Delaware corporation having offices at 30 Lanidex Plaza West, Parsippany, NJ and [ Greene County Health Department ] (the “**Healthcare Provider**”) having offices at [ 227 Kingold Blvd Suite B, Snow Hill, NC 28580 ]. Healthcare Provider and Solix are individually a “**party**,” and collectively the “**parties**.”

WHEREAS, Solix desires to provide to Healthcare Provider certain services (the “**Services**”) described in Appendix A hereto, which shall be referred to as the “**Service Description**”;

WHEREAS, Healthcare Provider wishes to retain Solix to provide the Services as described in the Service Description;

THEREFORE, Healthcare Provider and Solix, for good and valuable consideration given and pursuant to the terms, conditions and covenants contained herein, hereby agree as follows.

1. Services. Healthcare Provider hereby retains Solix to provide the Services during the Term (as hereinafter defined), and Solix agrees to perform the Services during the Term. Healthcare Provider agrees to cooperate with Solix in all matters relating to the Services, including, without limitation, (a) responding promptly to any Solix request to provide information, approvals, authorizations, or decisions that are reasonably necessary for Solix to perform the Services; and (b) providing to Solix any information reasonably requested by Solix in order to carry out the Services. Healthcare Provider acknowledges and agrees that Solix’s ability to perform and complete the Services is heavily dependent on Healthcare Provider’s performance of its obligations under this Agreement. Accordingly, if Solix’s performance under this Agreement is prevented or delayed by any act, omission, or failure of Healthcare Provider, Solix shall not be in breach or default of its obligations under this Agreement, and Healthcare Provider shall be solely responsible for any additional costs or expenses incurred by Solix as a result of any such act, omission, or failure.

2. Term. (a) This Agreement shall commence on the Effective Date and shall continue in full force, unless sooner terminated pursuant hereto, until the day prior to the three (3) year anniversary of the Effective Date whereupon the Agreement (the “**Initial Term**”) will automatically renew for successive one year periods unless terminated (each a “**Renewal Term**” and, collectively, the “**Renewal Terms**”; the Initial Term together with any applicable Renewal Terms is herein collectively, the “**Term**”), provided that either party may terminate the Agreement at the end of the Initial Term or any Renewal Term if such party provides the other Party with written notice of termination at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. Notwithstanding the foregoing stated Term, either party may terminate this Agreement if the other party fails to perform any of its material obligations under this Agreement and such failure continues for thirty (30) days after such party’s delivery of written notice to the other party of such failure.

(b) In the event of termination, each party shall promptly return or destroy all Confidential Information (as defined below) of the other party and, upon the other party’s request, provide certification of such return or destruction signed by an executive officer of the party destroying or returning the Confidential Information.

3. Terms of Payment. In consideration of the Services to be performed by Solix hereunder, Healthcare Provider shall pay, for the three (3) year initial term, 23% of the total dollar amount of funds, credits, and other amounts awarded to the Healthcare Provider in a Funding Commitment Letter or any other

written communication from or on behalf of Universal Service Administration Company (“USAC”) (or any successor to USAC) relating to the Services (such letter is often referred to, and shall hereinafter be referred to, as a “Funding Commitment Letter”).

Payment for Services shall be due and payable within thirty (30) days of the date of set forth on the corresponding Funding Commitment Letter to which such payment relates (the “FCL Date”).

4. Taxes. Healthcare Provider shall be responsible for any applicable sales, use, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Healthcare Provider under this Agreement, provided, that, in no event shall Healthcare Provider pay or be responsible for any taxes imposed on, or with respect to, Solix’s income, revenues, gross receipts, personnel or real or personal property or other assets.

5. Confidentiality. Each party agrees to hold all documents, information, data, and other materials (including the existence of this Agreement and the substance of its contents) provided to the other party pursuant to this Agreement (“Confidential Information”) in the strictest of confidence. Neither party shall: (1) use the Confidential Information except as required or permitted pursuant to this Agreement, or (2) except as required by law, disclose any Confidential Information of the other party to any person other than its officers, employees, agents and contractors who have an absolute need to know such Confidential Information and who have agreed to maintain Confidential Information of third parties in confidence. Notwithstanding the foregoing, Confidential Information shall not include any information that: (a) is at the time of disclosure already in the public domain or becomes available to the public through no breach by any party of a non-disclosure agreement or other similar legal restriction; (b) is received by the receiving party from a third party free to lawfully disclose such information; (c) was in the receiving party’s lawful possession prior to receipt from the disclosing party; (d) is independently developed by the receiving party without the benefit of any of the Confidential Information of the disclosing party; or (e) is approved for release by the written agreement of the disclosing party. To the extent that a receiving party becomes legally compelled to disclose any Confidential Information, the receiving party shall provide: (i) prompt written notice of such requirement to the disclosing party so that the disclosing party may seek, at its sole cost and expense, a protective order or other remedy; and (ii) reasonable assistance, at the disclosing party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitation or disclosure. If, after providing such notice and assistance as required herein, the receiving party remains required by law to disclose any Confidential Information, the receiving party shall disclose no more than that portion of the Confidential Information which, on the advice of the receiving party’s legal counsel, the receiving party is legally required to disclose and, upon the disclosing party’s request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

6. Intellectual Property. Solix is and shall remain the sole and exclusive owner of all right, title and interest in and to all Pre-Existing Materials (as hereinafter defined) as well as all intellectual property created in connection with any Services and any other deliverables hereunder (collectively, “Intellectual Property”). Solix hereby grants to Healthcare Provider a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Services for any and all purposes/solely to the extent reasonably required in connection with Customer’s receipt or use of the Services. All other rights in and to the Intellectual Property are expressly reserved and retained by Solix. For purposes of this Agreement, the term “Pre-Existing Materials” means the all documents, data, know-how, methodologies, software and other materials, including, without limitation, computer programs, reports, forms, and specifications, provided by or used by Solix in connection with performing the Services; in each case developed or acquired by the Solix prior to the commencement or

independently of this Agreement.

7. Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;

(b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

8. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) SOLIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. HEALTHCARE PROVIDER ACKNOWLEDGES THAT SOLIX HAS NOT MADE ANY REPRESENTATION, GUARANTEE, WARRANTY, OR PROMISE THAT HEALTHCARE PROVIDER WILL RECEIVE ANY PARTICULAR AWARD OR SUBSIDY FROM THE APPLICABLE RURAL HEALTHCARE PROGRAM.

9. Limitation of Liability. In no event will either party be liable to the other for lost profits, special, incidental, punitive, consequential or indirect damages arising under this Agreement, whether based in contract, tort (including negligence), intended conduct or otherwise, even if that party has been advised of the possibility of such damages. The aggregate amount of any liability of Solix for any claim(s) arising from or relating to this Agreement will not exceed, in any event, the amount paid to Solix under this Agreement for the performance of Services during the six (6) months immediately preceding the date on which the claim arose.

10. Independent Contractor Nature of Relationship. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

11. Publicity. Healthcare Provider agrees to submit to Solix for approval all advertising, sales promotion, press releases, and other publicity (written, verbal or otherwise) relating to the material furnished or Services provided by Healthcare Provider under this Agreement, wherein Solix's name or mark is mentioned or displayed or may be inferred or implied or, similarly, the name or marks of any of Solix's subsidiaries and/or affiliates.

12. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to the principles of conflict of laws thereof. Each party submits to the state and federal courts located in New Jersey in connection with any dispute arising hereunder.

13. Assignment. Solix reserves the right to assign, in whole or in part, this Agreement, any work statement or license, rights or obligations granted, to any other person or entity, without the prior written consent of Healthcare Provider.

14. Entire Agreement. This Agreement constitutes the entire agreement between Healthcare Provider and Solix with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, proposals, discussions and communications, whether oral or in writing. The contract documents shall consist of this Agreement, any and all attachments hereto.

15. Force Majeure. Solix and its subcontractors will not be liable for any failure of performance due to causes beyond their control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of others, and any law, order, regulation or other action of any governing authority.

16. No Waiver. No provision of this Agreement may be waived, amended, or otherwise modified except by a written agreement signed by each party hereto Survival. Section 5 (Confidentiality) shall survive and continue in perpetuity after the termination or expiration of this Agreement.

*[Remainder of Page Intentionally Blank]*

IN WITNESS WHEREOF, the parties hereto have been duly authorized and empowered to set their hands as of the day and year first above written.

**Solix, Inc.**

**Health Care Provider**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Date:

Appendix A  
Statement of Work

On behalf of Healthcare Provider, Solix will administer the application process for the Federal Universal Service Program for Health Care facilities. Solix will perform its obligations as set forth in the following:

**Initial one-time operation performed by Solix:**

1. Assist the Healthcare Provider in securing Primary access to USAC's "My Portal" Website.
2. Develop Third Party Authorization form for Healthcare Provider approval to allow Solix to complete necessary forms on behalf of the Healthcare Provider.
3. Determine eligibility of healthcare facilities associated with Healthcare Provider.

**For the Telecommunications Fund, Solix will:**

1. Submit a Form 465 for posting on the USAC website.
2. Coordinate a review of all bids received from the posting of Form 465.
3. Based on bid review and selection of service provider by Healthcare Provider, Solix will complete and submit Form 466.
4. Solix will submit Form 467 based upon actual start date of the service.
5. Healthcare Provider will receive credit from their service provider.

**For the Healthcare Connect Fund, Solix will:**

1. Submit a Form 460/461 for posting on the USAC website.
2. Coordinate a review of all bids received from the posting of Form 461.
3. Based on bid review and selection of service provider by Healthcare Provider, Solix will complete and submit Form 462.
4. Upon award, Healthcare Provider will be responsible for its portion of the cost of the service.
5. Solix will coordinate submission of Form 463.
6. Service provider will receive credit from USAC for the balance of the cost of such service.

**Note:** Solix's performance of the services detailed above is contingent upon Healthcare Provider providing to Solix all necessary data and information within the required format and timeframes.

Commissioners  
Brad Fields– Chairman  
Susan Blizzard – Vice Chairman  
Bennie Heath  
Jerry Jones  
James T. Shackelford, Jr.



County Manager  
Kyle DeHaven

Finance Officer  
Landon Price

F7

*Home of the North Carolina Sweet Potato Festival*

From: Kyle J. DeHaven, County Manager

Re: Resolution Amending the Capital Project budget Ordinance

Date: June 29, 2016

Attached is an amendment to the Capital Project budget Ordinance. This is actually a line item adjustment from Contingency to interest expense. This was a known transfer that would take place, with the amount capable of varying depending on overall cost of the project. This money will be reimbursed by USDA and included in the loan that pays off the BANS on or before December 2016.

Action Recommended:

**Motion to approve the resolution amending the Capital Project budget Ordinance**

**Board action is needed.**

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[www.co.greene.nc.us](http://www.co.greene.nc.us)

*The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment*

**RESOLUTION NO. \_\_\_\_\_**  
**AMENDING CAPITAL PROJECT BUDGET ORDINANCE**  
**FOR**  
**WATER SYSTEM IMPROVEMENTS - PHASE 1H**  
**GREENE COUNTY**  
**JUNE 29, 2016**

- WHEREAS,** Greene County desires to construct water system improvements consisting of 6", 8", and 12" diameter water transmission lines, one chemical feed station and one valve station within the eastern and southern portions of Greene County, said project identified as Phase 1H; and
- WHEREAS,** Greene County accepted a funding offer from the North Carolina Department of Environment and Natural Resources, Public Water Supply Section (PWSS) in the amount of \$3,000,000.00, consisting of \$2,400,000.00 grant and \$600,000.00 loan at an interest rate of 0% for 20 years to fund a portion of Phase 1H, said portion is being constructed in Contract No. 14 - Water Transmission Lines; and
- WHEREAS,** Greene County accepted a supplemental loan offer from the North Carolina Department of Environment and Natural Resources, Public Water Supply Section (PWSS) in the amount of \$290,000.00 at an interest rate of 0% for 20 years to fund a portion of Phase 1H, Contract No. 14 - Water Transmission Lines installing 6" water line through Ormondsville; and
- WHEREAS,** Greene County accepted a funding offer from USDA-RD in the amount of \$4,063,000.00, consisting of \$1,276,000.00 grant and \$2,787,000.00 loan at an interest rate of 3.25% for 40 years to fund the remaining portion of Phase 1H, said portion to be constructed in Contract No. 15 - Water Transmission Lines and CFS; and
- WHEREAS,** Greene County received interim financing from Branch Banking and Trust Company (BB&T) in the amount of \$2,787,000.00 at an interest rate of 0.87% prior to closing of the USDA-RD loan; and
- WHEREAS,** A budget amendment is needed to allocate adequate funds for interim financing interest payment to BB&T.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF GREENE COUNTY:**

That the attached Capital Project Budget Ordinance is hereby amended and adopted; and

That the Chairman and/or County Manager are authorized to execute all related documents.

Adopted this the 29th day of June, 2016.

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Brad Fields, Chairman  
Greene County

(SEAL)

ATTEST:

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Kyle J. DeHaven, Clerk to the Board

COUNTY OF GREENE  
WATER SYSTEM IMPROVEMENTS - PHASE IH  
JUNE 29, 2016

		ADOPTED BUDGET OCT 5, 2015	CHANGES	AMENDED BUDGET JUNE 29, 2016
<b><u>REVENUES</u></b>				
<b><u>REVENUES - PWS Eligible</u></b>				
48-210-433510	PWS DWSRF Loan	\$ 890,000.00	\$ 0.00	\$ 890,000.00
48-210-433520	PWS DWSRF Loan Forgiveness	\$ 2,400,000.00	\$ 0.00	\$ 2,400,000.00
48-210-433560	Sales Tax Refund - Restricted	\$ 60,000.00	\$ 0.00	\$ 60,000.00
48-210-433590	Owner Contribution from Fund 40-210-439998	\$ 0.00	\$ 0.00	\$ 0.00
48-210-433591	Interim Financing from Fund 40-210-439998	\$ 0.00	\$ 0.00	\$ 0.00
	SUBTOTAL - PWS Eligible Revenues	\$ 3,350,000.00	\$ 0.00	\$ 3,350,000.00
 <b><u>REVENUES - Non-PWS Eligible</u></b>				
48-211-434590	Owner Contribution from Fund 40-210-439998	\$ 95,368.50	\$ 0.00	\$ 95,368.50
48-211-434595	Interest Earned	\$ 0.00	\$ 0.00	\$ 0.00
48-211-434599	Liquidated Damages	\$ 0.00	\$ 0.00	\$ 0.00
	SUBTOTAL - Non-PWS Eligible Revenues	\$ 95,368.50	\$ 0.00	\$ 95,368.50
	SUBTOTAL - PWS & NON-PWS ELIGIBLE REVENUES	\$ 3,445,368.50	\$ 0.00	\$ 3,445,368.50
 <b><u>REVENUES - USDA Eligible</u></b>				
48-210-435510	USDA - RD Loan Income (BAN Proceeds)	\$ 2,787,000.00	\$ 0.00	\$ 2,787,000.00
48-210-435511	USDA - RD Supplemental Loan	\$ 0.00	\$ 0.00	\$ 0.00
48-210-435520	USDA - RD Grant Income	\$ 1,276,000.00	\$ 0.00	\$ 1,276,000.00
48-210-435521	USDA - RD Supplemental Grant	\$ 0.00	\$ 0.00	\$ 0.00
48-210-435560	Sales Tax Refund	\$ 150,000.00	\$ 0.00	\$ 150,000.00
48-210-435590	Owner Contribution From Fund 40-210-439998	\$ 0.00	\$ 0.00	\$ 0.00
48-210-435591	Interim Financing Loan From Fund 40-210-439998	\$ 0.00	\$ 0.00	\$ 0.00
48-210-435595	Interest on BAN Investments	\$ 0.00	\$ 0.00	\$ 0.00
	SUBTOTAL - USDA Eligible Revenues	\$ 4,213,000.00	\$ 0.00	\$ 4,213,000.00
	SUBTOTAL - USDA ELIGIBLE REVENUES	\$ 4,213,000.00	\$ 0.00	\$ 4,213,000.00
	TOTAL PROJECT REVENUES	\$ 7,658,368.50	\$ 0.00	\$ 7,658,368.50

		ADOPTED BUDGET OCT 5, 2015	CHANGES	AMENDED BUDGET JUNE 29, 2016
<b><u>EXPENSES</u></b>				
<b><u>EXPENSES - PWS Eligible</u></b>				
48-910-543513	Contract No. 14 - Water Transmission Lines	\$ 0.00	\$ 0.00	\$ 0.00
	- WTL from EST 3 to CFS G7	\$ 1,628,832.91	\$ 0.00	\$ 1,628,832.91
	- WTL from CFS G7 to CN15 Tie-in	\$ 468,077.50	\$ 0.00	\$ 468,077.50
	- PWS Non Eligible Portion of 12"	\$ (95,368.50)	\$ 0.00	\$ (95,368.50)
	- 8" WL Along Brick Kitchen Road	\$ 469,033.05	\$ 0.00	\$ 469,033.05
	- 6" WL Through Ormondsville	\$ 256,850.00	\$ 0.00	\$ 256,850.00
	<b>SUBTOTAL - Construction</b>	<b>\$ 2,727,424.96</b>	<b>\$ 0.00</b>	<b>\$ 2,727,424.96</b>
<b><u>Step I &amp; II - Planning and Engineering Design</u></b>				
48-910-583501	Basic Engineering Fees	\$ 251,705.00	\$ 0.00	\$ 251,705.00
48-910-583521	Advertisement	\$ 1,500.00	\$ 0.00	\$ 1,500.00
48-910-583531	Printing	\$ 10,000.00	\$ 0.00	\$ 10,000.00
48-910-583541	Permit Application Fees	\$ 1,370.00	\$ 0.00	\$ 1,370.00
<b><u>Step III - Engineering Services During Construction</u></b>				
48-910-583551	Construction Administration	\$ 296,157.00	\$ 0.00	\$ 296,157.00
48-910-583552	Additional Services by Engineer	\$ 5,940.04	\$ 0.00	\$ 5,940.04 (1)
<b><u>Non-Technical Administration</u></b>				
48-910-583561	- Soil Testing - Geotechnical	\$ 0.00	\$ 0.00	\$ 0.00
48-910-583571	- Legal	\$ 5,000.00	\$ 0.00	\$ 5,000.00
48-910-583572	- Land/Easement Acquisition	\$ 4,100.00	\$ 0.00	\$ 4,100.00
48-910-583573	- Appraisals	\$ 0.00	\$ 0.00	\$ 0.00
<b><u>Other</u></b>				
48-910-583581	- Repay Interim Financing Loan to 40-210-439998	\$ 0.00	\$ 0.00	\$ 0.00
48-910-583585	- PWS Closing Fee	\$ 0.00	\$ 0.00	\$ 0.00
48-910-582401	- Funding Assistance	\$ 25,000.00	\$ 0.00	\$ 25,000.00
48-910-583598	- Contingency	\$ 21,803.00	\$ 0.00	\$ 21,803.00
	<b>SUBTOTAL - PWS Eligible Expenses</b>	<b>\$ 3,350,000.00</b>	<b>\$ 0.00</b>	<b>\$ 3,350,000.00</b>
<b><u>EXPENSES - Non-PWS Eligible</u></b>				
48-911-584501	Funding Assistance	\$ 0.00	\$ 0.00	\$ 0.00
48-911-584502	PWS Non Eligible Portion of 12"	\$ 95,368.50	\$ 0.00	\$ 95,368.50
48-911-584598	Contingency	\$ 0.00	\$ 0.00	\$ 0.00
	<b>SUBTOTAL - Non-PWS Eligible Expenses</b>	<b>\$ 95,368.50</b>	<b>\$ 0.00</b>	<b>\$ 95,368.50</b>
	<b>SUBTOTAL - PWS &amp; NON-PWS ELIGIBLE EXPENSES</b>	<b>\$ 3,445,368.50</b>	<b>\$ 0.00</b>	<b>\$ 3,445,368.50</b>

		ADOPTED BUDGET OCT 5, 2015	CHANGES	AMENDED BUDGET JUNE 29, 2016
<b><u>EXPENSES - USDA Eligible</u></b>				
48-910-545513	Contract No. 14 - Water Transmission Lines	\$ 0.00	\$ 0.00	\$ 0.00
48-910-545514	Contract No. 15 - Water Transmission Lines & Station	\$ 0.00	\$ 0.00	\$ 0.00
	- Chemical Feed Station G7	\$ 1,544,520.00	\$ 0.00	\$ 1,544,520.00
	- Valve Station G1	\$ 808,810.00	\$ 0.00	\$ 808,810.00
	- SCADA and Existing PCP Modifications	\$ 217,000.00	\$ 0.00	\$ 217,000.00
	- WTL from Lodge Hall Road to NC 58	\$ 537,651.50	\$ 0.00	\$ 537,651.50
	- WTL from NC 58 to CN14 Tie-in	\$ 572,045.00	\$ 0.00	\$ 572,045.00
	<b>SUBTOTAL - Construction</b>	<b>\$ 3,680,026.50</b>	<b>\$ 0.00</b>	<b>\$ 3,680,026.50</b>
48-910-585501	Preliminary Engineering Report	\$ 15,000.00	\$ 0.00	\$ 15,000.00
48-910-585502	Basic Engineering Fees	\$ 140,840.00	\$ 0.00	\$ 140,840.00
48-910-585504	Inspection	\$ 100,000.00	\$ 0.00	\$ 100,000.00
48-910-585521	Advertisement	\$ 1,000.00	\$ 0.00	\$ 1,000.00
48-910-585531	Printing	\$ 0.00	\$ 0.00	\$ 0.00
48-910-585541	Reimbursable (Permit Fees)	\$ 1,000.00	\$ 0.00	\$ 1,000.00
	<b>Additional Services Engineering Fees</b>			
48-910-585551	- Environmental Report	\$ 5,000.00	\$ 0.00	\$ 5,000.00
48-910-585552	- Survey (Land Acquisition)	\$ 4,250.00	\$ 0.00	\$ 4,250.00
48-910-585553	- Land Acquisition Negotiation	\$ 10,750.00	\$ 0.00	\$ 10,750.00
48-910-585554	- Coordination with USACOE	\$ 1,000.00	\$ 0.00	\$ 1,000.00
48-910-585555	- Geotechnical	\$ 15,000.00	\$ 0.00	\$ 15,000.00
	<b>Administration</b>			
48-910-585561	- Buy American - ARRA	\$ 0.00	\$ 0.00	\$ 0.00
48-910-585562	- Job Creation - ARRA	\$ 0.00	\$ 0.00	\$ 0.00
48-910-585563	- DBE Review/Monitoring - ARRA	\$ 0.00	\$ 0.00	\$ 0.00
48-910-585564	- Davis Bacon - ARRA	\$ 0.00	\$ 0.00	\$ 0.00
48-911-586501	- Funding Assistance	\$ 25,000.00	\$ 0.00	\$ 25,000.00
48-911-586502	- Project Administration	\$ 25,000.00	\$ 0.00	\$ 25,000.00
48-911-586503	- Grant Administration	\$ 25,000.00	\$ 0.00	\$ 25,000.00

	ADOPTED BUDGET OCT 5, 2015	CHANGES	AMENDED BUDGET JUNE 29, 2016
48-910-585571 Legal	\$ 30,000.00	\$ 0.00	\$ 30,000.00
48-910-585572 Land/Basements	\$ 55,000.00	\$ 0.00	\$ 55,000.00 (2)
48-910-585581 Repay Interim Financing Loan to 40-210-439998	\$ 0.00	\$ 0.00	\$ 0.00
48-910-585582 Int Expense	\$ 5,533.50	\$ 24,466.50	\$ 30,000.00
48-910-585598 Contingency	\$ 73,600.00	\$ (24,466.50)	\$ 49,133.50
<b>SUBTOTAL - USDA Eligible Expenses</b>	<b>\$ 4,213,000.00</b>	<b>\$ 0.00</b>	<b>\$ 4,213,000.00</b>
<b>SUBTOTAL - USDA ELIGIBLE EXPENSES</b>	<b>\$ 4,213,000.00</b>	<b>\$ 0.00</b>	<b>\$ 4,213,000.00</b>
<b>TOTAL PROJECT EXPENSES</b>	<b>\$ 7,658,368.50</b>	<b>\$ 0.00</b>	<b>\$ 7,658,368.50</b>

(1) PWS Additional Services by Engineer include the following:

- Land Survey Costs	\$ 1,655.04
- Easement Preparation	\$ 4,285.00
	<u>\$ 5,940.04</u>

(2) Current land purchases include the following:

- Chemical Feed Station Site	\$ 24,823.72
- Valve Station site	\$ 13,566.41
	<u>\$ 38,390.13</u>

Commissioners  
Brad Fields- Chairman  
Susan Blizzard – Vice Chairman  
Bennie Heath  
Jerry Jones  
James T. Shackelford, Jr.



**GREENE COUNTY**  
A Place To Grow. The Way To Live.

County Manager  
Kyle DeHaven

Finance Officer  
Landon Price

FS

*Home of the North Carolina Sweet Potato Festival*

From: Kyle J. DeHaven, County Manager

Re: EOY BA

Date: June 29, 2016

Manager DeHaven will present an End of year budget amendment for fiscal year 2016/17.

Action Recommended:

**Motion to approve the EOY budget Amendment**

**Board action is needed.**

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*The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment*