



**Orange County  
Board of Commissioners**

**Agenda**

**Regular Meeting**

February 18, 2014

7:00 p.m.

Southern Human Services Center

2501 Homestead Road

Chapel Hill, NC 27514

**Note:** Background Material  
on all abstracts  
available in the  
Clerk's Office

**Compliance with the "Americans with Disabilities Act"** - Interpreter services and/or special sound equipment are available on request. Call the County Clerk's Office at (919) 245-2130. If you are disabled and need assistance with reasonable accommodations, contact the ADA Coordinator in the County Manager's Office at (919) 245-2300 or TDD# 644-3045.

**1. Additions or Changes to the Agenda (7:00-7:05)**

**PUBLIC CHARGE**

*The Board of Commissioners pledges to the residents of Orange County its respect. The Board asks its residents to conduct themselves in a respectful, courteous manner, both with the Board and with fellow residents. At any time should any member of the Board or any resident fail to observe this public charge, the Chair will ask the offending person to leave the meeting until that individual regains personal control. Should decorum fail to be restored, the Chair will recess the meeting until such time that a genuine commitment to this public charge is observed. All electronic devices such as cell phones, pagers, and computers should please be turned off or set to silent/vibrate.*

**2. Public Comments (Limited to One Hour) (7:05-7:20)**

(We would appreciate you signing the pad ahead of time so that you are not overlooked.)

- a. Matters not on the Printed Agenda (Limited to One Hour – **THREE MINUTE LIMIT PER SPEAKER** – Written comments may be submitted to the Clerk to the Board.)

*Petitions/Resolutions/Proclamations and other similar requests submitted by the public will not be acted upon by the Board of Commissioners at the time presented. All such requests will be referred for Chair/Vice Chair/Manager review and for recommendations to the full Board at a later date regarding a) consideration of the request at a future regular Board meeting; or b) receipt of the request as information only. Submittal of information to the Board or receipt of information by the Board does not constitute approval, endorsement, or consent.*

- b. Matters on the Printed Agenda

(These matters will be considered when the Board addresses that item on the agenda below.)

**3. Petitions by Board Members (Three Minute Limit Per Commissioner) (7:20-7:30)**

**4. Proclamations/ Resolutions/ Special Presentations (7:30-8:05)**

- a. Presentation by Phillips Middle School Trash Terminators 2.0 and Recognition Resolution  
b. OWASA Annual Update Presentation  
c. Resolution Acknowledging February 25, 2014 as Spay Neuter Day in Orange County



**5. Public Hearings (8:05-8:35)**

- a. Unified Development Ordinance Text Amendment Related to Home Occupations – Public Hearing Closure and Action (No Additional Comments Accepted)
- b. Safe Routes to School (SRTS) Strategic Action Plan – Continuation of Public Hearing to April 15, 2014

**6. Consent Agenda (8:35-8:45)**

- Removal of Any Items from Consent Agenda
  - Approval of Remaining Consent Agenda
  - Discussion and Approval of the Items Removed from the Consent Agenda
- a. Minutes
  - b. Fiscal Year 2013-14 Budget Amendment #5
  - c. Fiscal Year 2013-14 Budget Amendment #5-A – Plan for Use of Enhanced Medicaid Administration Funds
  - d. Approval of Expanded Cane Creek Fire Insurance District Map
  - e. Southern Library Site Selection Due Diligence Process Update – Butler Property Due Diligence Agreement
  - f. Changes in BOCC Regular Meeting Schedule for 2014
  - g. Commemorative Plaque Policy
  - h. Award of Weekly Urban Curbside Recycling Service Agreement

**7. Regular Agenda**

- a. Approval of Operations Agreement for the Rogers Road Community Center (8:45-9:10)
- b. Whitted Permanent Meeting Room Update (9:10-9:25)
- c. Approval of Contract to Purchase Real Property – Triangle Land Conservancy (9:25-9:40)

**8. Reports**

**9. County Manager’s Report (9:40-9:45)**

**10. County Attorney’s Report (9:45-9:50)**

**11. Appointments (9:50-10:10)**

- a. Adult Care Community Advisory Committee – Appointment
- b. Animal Services Advisory Board – Appointments

**12. Board Comments (Three Minute Limit Per Commissioner) (10:10-10:30)**

**13. Information Items**

- February 4, 2014 BOCC Meeting Follow-up Actions List
- BOCC Chair Letter Regarding Petitions from January 23, 2014 Regular Board Meeting
- BOCC Chair Letter Regarding Petitions from February 4, 2014 Regular Board Meeting



**14. Closed Session**

**15. Adjournment (10:30)**

**A summary of the Board's actions from this meeting will be available on the County's website the day after the meeting.**

*Note: Access the agenda through the County's web site, [www.orangecountync.gov](http://www.orangecountync.gov)*

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 18, 2014

**Action Agenda  
Item No.** 4-a

**SUBJECT:** Presentation by Phillips Middle School Trash Terminators 2.0 and Recognition Resolution

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**DEPARTMENT:** BOCC

**PUBLIC HEARING: (Y/N)**

No

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**ATTACHMENT(S):**

- Resolution Recognizing Phillips Middle School Trash Terminators

**INFORMATION CONTACT:**

Donna Baker, Clerk to the Orange County Board of Commissioners  
(919) 245-2130

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**PURPOSE:** To receive a presentation by the Phillips Middle School Trash Terminators 2.0 on recycling and composting initiatives and consider a resolution recognizing the Trash Terminators for their accomplishments.

**BACKGROUND:** The Trash Terminators organized to eliminate recyclables and compostable trash, thus reducing the amount of trash transported to the landfill. The pilot program "Carton Recycling and Tip Your Liquids" started with Phillips Middle School by reducing food and beverage waste as well as redirecting recyclable items away from the landfill.

Trash Terminators 2.0 has expanded on the pilot program initiated by the first Trash Terminators. The current team has not only worked with school leadership to spread its philosophy and process with other schools, but they have also taken the message of recycling and composting to the general population at public events and through social media.

**FINANCIAL IMPACT:** None

**RECOMMENDATION(S):** The Manager recommends that the Board receive the presentation and approve and authorize the Chair to sign the attached resolution recognizing the Trash Terminators for their accomplishments for the schools and for the people of Orange County.

RES-2014-009

## ORANGE COUNTY BOARD OF COMMISSIONERS

### RESOLUTION RECOGNIZING PHILLIPS MIDDLE SCHOOL TRASH TERMINATORS

- WHEREAS**, the Trash Terminators, Rohan Deshpande, Helen Jiang and Joshua Zhou, organized to eliminate recyclables and compostable trash, thus reducing the amount of trash transported to the landfill; and
- WHEREAS**, the pilot program “Carton Recycling and Tip Your Liquids” started with Phillips Middle School by reducing food and beverage waste as well as redirecting recyclable items; and
- WHEREAS**, Siemens “We Can Change The World Challenge” selected the Phillips Middle School Trash Terminators as First Place winners nationally; and
- WHEREAS**, in continuing a vision of a zero-waste school, Trash Terminators Version 2.0, Elizabeth Farmer, Quentin Sieredzki, Rohan Deshpande, Graeme Zimmermann and Vincent Chen, have increased student awareness and as a result, increased participation; and
- WHEREAS**, the team has provided community outreach on the importance of composting and recycling at public events and via social media, and is working to expand the pilot program to cover additional schools;
- NOW, THEREFORE**, be it resolved that the Orange County Board of Commissioners does hereby recognize the Phillips Middle School Trash Terminators version 1.0 and version 2.0 for their outstanding work in recycling, composting and protecting the environment for all of Orange County.

This the eighteenth day of February 2014.

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Barry Jacobs, Chair  
Orange County Board of Commissioners

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 18, 2014

**Action Agenda  
Item No.** 4-b

**SUBJECT:** OWASA Annual Update Presentation

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**DEPARTMENT:** County Commissioners

**PUBLIC HEARING: (Y/N)**

No

**ATTACHMENT(S):**

January 13, 2014 Letter from OWASA  
Board Chair Alan Rimer

**INFORMATION CONTACT:**

Donna Baker, Clerk to the Board, 245-2130  
Michael Talbert, County Manager, 245-2300  
Ed Kerwin, OWASA Executive Director, 968-4421  
Alan Rimer, OWASA Board Chair, 968-4421

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**PURPOSE:** To receive a presentation and information from the Orange Water and Sewer Authority (OWASA) on recent activities.

**BACKGROUND:** OWASA Board of Directors' Chair Alan Rimer will make a presentation to the Board of Commissioners on recent OWASA activities and specifically addressing the topics outlined in the attachment. OWASA Executive Director Ed Kerwin will be at the meeting, and Orange County's appointees to the OWASA Board, Terri Buckner and Michael Hughes, have also been invited to attend.

**FINANCIAL IMPACT:** There is no financial impact associated with receiving the presentation.

**RECOMMENDATION(S):** The Manager recommends that the Board receive the presentation as information and provide any feedback as necessary.



## ORANGE WATER AND SEWER AUTHORITY

*A public, non-profit agency providing water, sewer and reclaimed water services  
to the Carrboro-Chapel Hill community.*

January 13, 2014

Chair Barry Jacobs  
Orange County Board of Commissioners  
Post Office Box 8181  
Hillsborough, NC 27278

Dear Chair Jacobs,

As in the past, OWASA sincerely appreciates the opportunity to make our annual presentation to the Board of Commissioners on key items of mutual interest at your February 4, 2014 meeting. I will make brief comments and then be available to answer any questions the Commissioners may have.

### **Water Supply**

By August 1, 2014 we plan to apply to the North Carolina Division of Water Resources to renew our Jordan Lake water supply allocation of about five million gallons per day. We continue to collaborate with staff of Orange County, Hillsborough, and other nearby water utilities to evaluate the best ways to ensure cost-effective access to our respective water allocations.

As previously reported, the OWASA Board has adopted a Drought Response Operating Protocol which specifies that in an extended drought, we will use Jordan Lake water only after first implementing Stage One mandatory water use restrictions and reaching the Stage 1 trigger levels in our State-approved Water Shortage Response Plan. Because OWASA has no direct access to Jordan Lake, the only feasible way to use our allocation is through the Town of Cary's and the City of Durham's drinking water systems. Existing mutual aid agreements allow the exchange of drinking water for short durations, but those agreements must be modified, or new ones negotiated, to ensure access to our allocation during an extended drought.

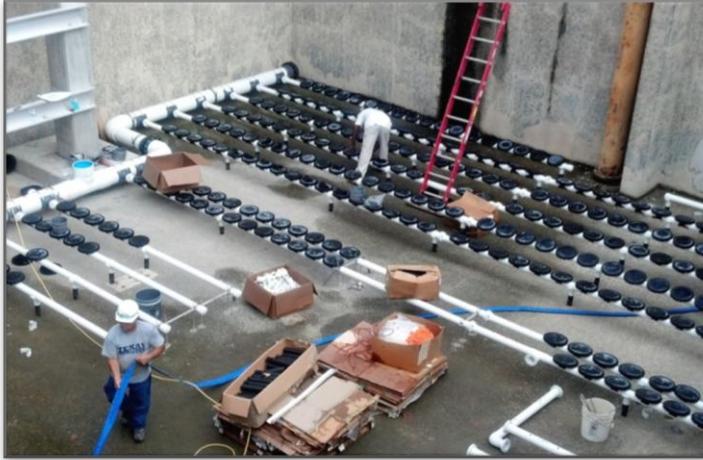
### **Strategic Plan**

We are approaching completion of work on our draft Strategic Plan for Fiscal Years 2014 – 2017. We plan to provide the draft Strategic Plan to the County within the next month or so.

### **Historic Rogers Road**

OWASA staff has continued to provide technical information on water/sewer issues as requested by County staff in support of the work being done to provide water and sewer services to the historic Rogers Road neighborhood. Working within the parameters of our policies and obligations, we will continue to support this important initiative.

### **Energy and Odor Improvements at the Mason Farm Wastewater Treatment Plant**



New, more energy efficient diffusers being installed in an aeration basin at the Mason Farm Wastewater Treatment Plant

Our \$10 million project to increase energy efficiency, reduce greenhouse gas emissions, enhance treatment and eliminate off-site odor is 72% complete.

When completed later this year, the energy efficiency improvements will reduce electricity use at the plant by about 20%, and save about \$125,000 a year in electric bills (based on current rates).

### **Forestry Management**

In accord with federal requirements for the Cane Creek Reservoir, OWASA continued to implement the North Carolina Wildlife Resources Commission's (WRC) Forestry Management Plan for the 490-acre Cane Creek Reservoir Mitigation Tract. In 2013, OWASA built a road and stream crossing to enable us to access and manage the south end of the tract. All work was completed in accordance with *North Carolina Best Practices Guidelines Related to Water Quality* and recommendations described in *North Carolina Forestry Best Management Practices (BMP) Manual to Protect Water Quality*.

Prior to the road construction, OWASA partnered with the North Carolina Forest Service (NCFS) to install water quality monitoring stations upstream and downstream of the crossing to obtain flow and total suspended solids data during pre- and post-forest road conditions.

OWASA coordinated a tour for the Orange County Commission for the Environment on May 2, 2013. The tour provided an overview of the WRC's and OWASA's plans for the tract, the NCFS monitoring, riparian buffers, and the habitat and wildlife improvements.

OWASA contracted with a timbering company in fall 2013 to implement WRC's Forestry Management Plan on areas south of the creek. Work has been delayed due to wet weather.

### **Financial Condition and Rates for Monthly Services**

For the second consecutive year, OWASA's financial condition enabled our Board of Directors to pass a budget that did not include an increase in the rates our customers pay for monthly water and sewer services.

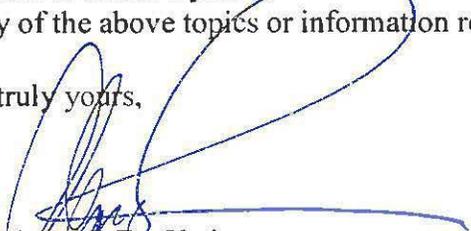
Chair Barry Jacobs

January 13, 2014

Page 3

We welcome the opportunity to meet with the Commissioners to keep you informed about our work and to receive your feedback. Please let us know if you would like additional information on any of the above topics or information regarding other issues or aspects of our operation.

Very truly yours,



Alan Rimer, P.E., Chair  
OWASA Board of Directors

c: Mayor Lydia Lavelle, Town of Carrboro  
Mayor Mark Kleinschmidt, Town of Chapel Hill  
Mr. Michael Talbert, Interim Orange County Manager  
Mr. Roger L. Stancil, Chapel Hill Town Manager  
Mr. David Andrews, Carrboro Town Manager  
OWASA Board of Directors  
Ed Kerwin, OWASA Executive Director

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**  
**Meeting Date:** February 18, 2014

**Action Agenda  
Item No.** 4-c

**SUBJECT:** Resolution Acknowledging February 25, 2014 as Spay Neuter Day in Orange County

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**DEPARTMENT:** Animal Services

**PUBLIC HEARING:**

No

**ATTACHMENT(S):**  
Spay Neuter Day Resolution

**INFORMATION CONTACT:**  
Bob Marotto, Director, Animal Services  
968-2287  
Sarah Fallin, Program Director, Animal  
Services, 942-7387, ext. 224  
Michelle Walker, Chair, Animal Services  
Advisory Board, 919-448-8029

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**PURPOSE:** To consider a resolution declaring February 25, 2014 as “Spay Neuter Day” in Orange County.

**BACKGROUND:** Animal Services staff and the Animal Services Advisory Board (ASAB) recommends that the BOCC adopt a resolution declaring February 25, 2014 as “Spay Neuter Day” in Orange County. The Humane Society of the United States (HSUS) has nationally designated the last Tuesday of each February as “International Spay Day”. Since the creation of this day, participants have spayed or neutered more than a million animals, preventing millions of potential births. As a result, millions of taxpayer dollars have been saved that may have otherwise been needed to provide animal control, care and sheltering for the offspring of these animals.

In Orange County, the issue of pet overpopulation is a priority. In 2010, the BOCC received and discussed *Managing Pet Overpopulation: A Strategic Plan for Orange County, North Carolina* (see <http://www.co.orange.nc.us/animalservices/spayneuter.asp>). Animal Services staff and the ASAB prepared this five-year strategic plan on the basis of best practices in the field of animal welfare and public policy. Fundamental to this plan is targeting spay and neuter to decrease the rate of reproduction of dogs and cats and thereby contain the number of animals that must be sheltered and the costs of caring for those animals.

Since the creation of the County’s Community Spay and Neuter Fund, Animal Services staff has worked with the ASAB to establish and develop a strong, proactive and cost-effective spay and neuter program. Significant outcomes for calendar year 2013 and program highlights are available at:

[http://orangecountync.gov/AnimalServices/documents/2013CommunitySpayNeuterReport\\_000.pdf](http://orangecountync.gov/AnimalServices/documents/2013CommunitySpayNeuterReport_000.pdf)

The outcomes include:

- Spaying and neutering a total of 472 cats and dogs on the basis of the partnership between Animal Services and AnimalKind (which offers The \$20 Fix);
- Spaying and neutering 373 dogs and cats belonging to clients of the Department of Social Service (DSS) on a “no pay” basis;
- Helping reduce the number of animals admitted to Orange County’s Animal Services Center from an annual average of 4,315 for 2005-2009 and an average of 3,419 for 2010-2013 to 3,207 in 2013.

This year, Animal Services is working with Spay Neuter Assistance Program - North Carolina (SNAP-NC) to spay and neuter cats and dogs on “Spay Neuter Day” from families who receive service from the Department of Social Services. In addition, Animal Services will continue ongoing outreach efforts around the theme of “Beat the Heat” to sterilize cats and dogs before they procreate and add to the number of “surplus” pets that enter the Animal Services Center during the summer months when the animal shelter population peaks. Staff has rented billboards on Highway 70 in Hillsborough for seven (7) weeks starting February 10 and running through March 31 for the “Beat the Heat” campaign

**FINANCIAL IMPACT:** Events and outreach in conjunction with this year’s Spay Neuter Day USA involve budgeted expenditures from the County’s Community Spay and Neuter Fund. The FY 2013-14 operating budget for the Community Spay and Neuter Program is \$76,600. In addition to spay and neuter days with SNAP-NC, these funds are used to subsidize “low cost” and “no cost” sterilization of cats and dogs belonging to Orange County residents; promote spay and neuter through advertising and direct mailings; and provide staff support for the program. See

[http://orangecountync.gov/AnimalServices/documents/2013CommunitySpayNeuterReport\\_000.pdf](http://orangecountync.gov/AnimalServices/documents/2013CommunitySpayNeuterReport_000.pdf) for more information about the program and its operation last year.

Presently, the fund balance for the Community Spay and Neuter Program is \$85,310.54. The primary sources of funds have been the \$20 pet licensing differential for intact cats and dogs and reimbursements from the North Carolina Spay Neuter Reimbursement Program. Additional funding has come from donations made through the Orange County Community Giving Fund and in conjunction with we-licensing. Funds are being utilized to sustain, support and promote the sterilization of cats and dogs that likely otherwise would not be spayed or neutered in order to control medium and long-term animal care and control costs and limit the county’s use of euthanasia as a means of population control.

**RECOMMENDATION(S):** The Manager recommends the Board adopt the proposed resolution and authorize the Chair to sign the resolution.

RES-2014-010

## ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

### SPAY NEUTER DAY RESOLUTION

WHEREAS, cats and dogs provide companionship to and share the homes of thousands of individuals in Orange County; and

WHEREAS, the problem of pet overpopulation costs the taxpayers of Orange County hundreds of thousands of dollars annually through animal control and sheltering programs aimed at coping with unwanted and homeless cats and dogs; and

WHEREAS, humane societies and shelters throughout the country have to euthanize approximately four million cats and dogs each year, although many of them are healthy and adoptable, due to the lack of critical resources such as money, space, and good adoptive homes; and

WHEREAS, the Animal Services Advisory Board and the Animal Services Department have made correcting pet overpopulation a priority, and prepared ***Managing Pet Overpopulation: A Strategic Plan for Orange County***; and

WHEREAS, spaying and neutering cats and dogs, among other animal companions, has been shown to drastically reduce overpopulation; and

WHEREAS, Animal Services has partnered with AnimalKind and the Department of Social Services to offer “low cost” and “no cost” spay and neuter services for pets of qualifying Orange County residents; and

WHEREAS, veterinarians, animal care and control organizations, animal welfare organizations, and private individuals have joined together again this year to advocate and support the spaying and neutering of companion animals on “Spay Neuter Day 2014”;

NOW THEREFORE BE IT RESOLVED by Orange County that February 25, 2014 is declared “Spay Neuter Day”, and the Board of County Commissioners calls upon the people of the County to observe the day by having their own cats or dogs spayed or neutered or by sponsoring the spaying or neutering of another person’s cat or dog.

THIS THE 18<sup>th</sup> OF FEBRUARY, 2014.

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Barry Jacobs, Chair  
Orange County Board Of Commissioners

**ORANGE COUNTY  
BOARD OF COMMISSIONERS  
ACTION AGENDA ITEM ABSTRACT  
Meeting Date: February 18, 2014**

**Action Agenda  
Item No. 5-a**

**SUBJECT:** Unified Development Ordinance Text Amendment Related to Home Occupations – Public Hearing Closure and Action (No Additional Comments Accepted)

**DEPARTMENT:** Planning and Inspections

**PUBLIC HEARING: (Y/N)**

Yes

**ATTACHMENT(S):**

1. Comprehensive Plan and Unified Development Ordinance (UDO) Amendment Outline Form
2. Proposed Ordinance
3. Proposed Amendment Summary Spreadsheet
4. Excerpt of Draft November 25, 2013 Quarterly Public Hearing Minutes
5. Excerpt of Approved December 4, 2013 Planning Board Meeting Minutes
6. Excerpt of Draft January 8, 2014 Planning Board Meeting Minutes

**INFORMATION CONTACT:**

Ashley Moncado, Planner II, (919) 245-2589  
Craig Benedict, Director, (919) 245-2575

**PURPOSE:** To receive the Planning Board recommendation, close the public hearing, and make a decision on a Planning Board and Planning Director initiated text amendment to the Unified Development Ordinance (UDO).

As a reminder, the reconvening of this hearing is solely to receive the Planning Board recommendation and any additional written evidence submitted since the November 25, 2013 Quarterly Public Hearing. This hearing is not intended to solicit additional input from the public or the applicant. While the BOCC may ask staff questions related to the review of a given item, comments from the public shall not be solicited.

**BACKGROUND:** At the January 9, 2013 Planning Board meeting, Board members discussed areas of interest to be worked on in the coming year. Many of these items were elements highlighted in the UDO Implementation Bridge report prepared when the UDO was adopted in 2011. One item presented by the Planning Board and referenced in the Implementation Bridge was the need to review home occupation requirements to determine the need to revise existing standards. Since July 2013, staff has been working directly with the Planning Board to review and revise existing home occupation standards contained in the UDO.

Planning staff is proposing for these amendments to take effect May 1, 2014. This delay will present an opportunity for staff to provide outreach to Orange County residents regarding the reviewing and permitting of home occupations based on the revised and proposed standards contained in Attachment 2.

### **Public Hearing**

The proposed UDO amendment was heard at the November 25, 2013 Quarterly Public Hearing. Comments received from the BOCC and Planning Board are included at the end of Attachment 1. Additionally, an excerpt of draft minutes from this meeting are provided in Attachment 4. No members of the public spoke on the proposed UDO amendments and no substantive questions were asked. As detailed in Section B.1 of Attachment 1, letters were mailed to residents who currently have a home occupation permit in order to solicit feedback. Agenda packet materials from the hearing can be accessed at the following link: <http://www.orangecountync.gov/occlerks/131125e.pdf>.

Attachment 1 contains additional information and analysis regarding the amendment. Proposed text amendment language can be found in Attachment 2 within a “track changes” format (red text for proposed additions and black ~~striketrough~~ for proposed deletions). Modifications made following the November Quarterly Public Hearing and December 4 Planning Board meeting are denoted in green text. An excerpt of approved minutes from the December 4 Planning Board meeting are contained in Attachment 5. Finally, Attachment 3 contains a spreadsheet summarizing proposed revisions to Sections 2.22, 5.3.4, and 5.5.3.

### **Procedural Information**

In accordance with Section 2.8.8 of the UDO, any evidence not presented at the public hearing must be submitted in writing prior to the Planning Board’s recommendation. Additional oral evidence may be considered by the Planning Board only if it is for the purpose of presenting information also submitted in writing. The public hearing is held open to a date certain for the purpose of the BOCC receiving the Planning Board’s recommendation and any submitted written comments.

### **Planning Director’s Recommendation**

The Planning Director recommends **approval** of the proposed UDO amendments based on the following:

- i. The UDO amendments are consistent with the goals and policies of the adopted 2030 Comprehensive Plan.

### **Planning Board Recommendation**

The Planning Board considered this item at its January 8, 2014 meeting and **voted 7-1 to recommend approval** of the UDO text amendment. An excerpt of draft minutes from this meeting are included in Attachment 6. Agenda materials from this meeting can be viewed at

<http://www.orangecountync.gov/planning/documents/1.8.14PBPacket-web.pdf>.

**FINANCIAL IMPACT:** Consideration and approval will not create the need for additional funding for the provision of County services. Costs for the required legal advertisement will be paid from FY2013-14 Departmental funds budgeted for this purpose. Existing planning staff included in the Departmental staffing budget will accomplish the work required to process this amendment.

**RECOMMENDATION(S):** The Manager recommends the Board:

1. Receive the Planning Board’s recommendation;
2. Close the public hearing; and
3. Approve the Ordinance contained in Attachment 2.

# COMPREHENSIVE PLAN / FUTURE LAND USE MAP AND UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENT OUTLINE

## UDO / Zoning-2013-03 Home Occupation Standards

### A. AMENDMENT TYPE

#### Map Amendments

- Land Use Element Map:  
From:  
To:
- Zoning Map:  
From:  
To:
- Other:

#### Text Amendments

- Comprehensive Plan Text:

Section(s):

- UDO Text:

- UDO General Text Changes  
 UDO Development Standards  
 UDO Development Approval Processes

Section(s):

1. Section 2.22 *Home Occupations*
2. Section 5.4.3 *Special Events*
3. Section 5.5.3 *Home Occupations*
4. Section 10.1 *Definitions*

- Other:

### B. RATIONALE

#### 1. Purpose/Mission

In accordance with the provisions of Section 2.8 *Zoning Atlas and Unified Development Ordinance Amendments* of the UDO, the Planning Board and Planning Director are proposing to initiate a text amendment to modify existing language relating to the regulation of home occupations within the county.

At the January 9, 2013 Planning Board meeting, Board members discussed areas of interest for planning staff to address for the next year. One item, which was highlighted in the UDO Implementation Bridge report prepared when the UDO was adopted in 2011, included the need to review existing home occupation standards for a potential revision. At that time, Board members expressed concern with the existing standards limiting home occupations by being too restrictive with the required square footage allowances and number of permitted non-residential employees. As a result, the Board requested staff to proceed with reviewing existing standards. To address the Planning Board's request, staff presented information at the July 10, 2013 Planning Board meeting, including a summary of current standards contained in the UDO, a comparison with other local jurisdictions' standards, and items of consideration to better facilitate and promote the use of home occupations. Following review and discussion, the Board asked staff to proceed with an amendment to the UDO addressing their comments and areas of interest relating to the UDO Implementation Bridge report.

At the September 4 Planning Board meeting, staff presented draft language based on Planning Board comments received at the July meeting for review. Additionally, at this time, staff presented Section 419, Live/Work Units, from the 2012 North Carolina Building Code regarding the review and permitting of home occupations that are classified as live/work units. Although planning staff considers this Section of the building code, adopted in 2012, to be restrictive, local governments cannot amend laws, codes and/or rules adopted by the State. Staff anticipates that this Section of the building code will result in prospective home occupation applicants deciding to locate their home occupation in an accessory structure if the home occupation comprises of more than ten percent of their home's square footage. A copy of Section 419 is included at the end of this form.

At the October 2 Ordinance Review Committee (ORC) meeting staff presented proposed amendment language for Board comment. Following this meeting, planning staff identified concerns with the proposed recommendations and requested a meeting with the Planning Board Chair and Vice Chair to discuss and review the Board's recommendation. The Planning Board Vice Chair was unable to attend, but did provide comments regarding proposed recommendations to staff and the Planning Board Chair. At the October 16 meeting with Chair Hallenbeck proposed standards based on Planning Board's recommendation were revised in order to create a reasonable balance between supporting home based businesses in the county and protecting the character and enjoyment of residential neighborhoods.

Revised recommendations were presented at the November 6 ORC meeting. During this meeting, members stated concern with existing standards prohibiting specific uses from receiving a home occupation permit [See UDO Section 5.5.3(2)(a)(iii)], however, no specific amendment requests were made.

At the November 25 Quarterly Public Hearing concerns with standards regarding prohibiting specific uses, screening of accessory structures, and setback standards of accessory structures and outdoor storage space utilized in a major home occupation were discussed by the BOCC and Planning Board. Recognizing that a number of items needed to be reviewed and discussed among the Planning Board, staff recommended bringing the item back to the Planning Board for further review and discussion at the December 4 meeting. At the Quarterly Public Hearing a BOCC member suggested staff send a letter to residents who currently have a home occupation permit in order to solicit feedback. Sixty-three letters were mailed on November 27, 2013 and no comments were received from the public. At the January 8 Planning Board meeting, Board members reviewed revised standards based on comments received at the November Quarterly Public Hearing and the December 4 Planning Board meeting. Members voted 7-1 to recommend approval of the UDO text amendment as presented by staff.

## 2. **Analysis**

As required under Section 2.8.5 of the UDO, the Planning Director is required to: 'cause an analysis to be made of the application and, based upon that analysis, prepare a recommendation for consideration by the Planning Board and the Board of County Commissioners'.

The purpose of the proposed amendment is to develop standards that accommodate and encourage the use of home occupations while protecting the residential character of neighborhoods and meeting standards of the North Carolina Building Code in order to incorporate recommendations of the Implementation Bridge into the Unified Development Ordinance. Proposed standards will allow for smaller and larger scale home occupations with the development of two categories including a minor home occupation and a major home occupation. Uses such as artist studios often are considered home occupations and the updated standards will apply to artist studios. This is a topic that was raised at the February 2013 BOCC retreat and the May 14, 2013 BOCC work session when "Agricultural Support Enterprises" was discussed. Additional amendments to Section 5.4.3 *Special Events* will address reviewing and permitting events conducted by the home occupation. Specifically, allowing nonprofit or government organized events, including the Orange County Open Studio Tour, to be exempt from the existing special event and Class B Special Use Permit process in order to support and accommodate these events within the county. Also, see Section D of this Form.

## 3. **Comprehensive Plan Linkage (i.e. Principles, Goals and Objectives)**

**Economic Development Overarching Goal:** Viable and sustainable economic development that contributes to both property and sales tax revenues, and enhances high quality employment opportunities for County residents.

**Economic Development Objective 1.5:** Identify barriers to development of desirable businesses and local businesses, and mitigate these barriers.

**4. New Statutes and Rules**

N/A

**C. PROCESS**

**1. TIMEFRAME/MILESTONES/DEADLINES**

- a. BOCC Authorization to Proceed

September 5, 2013

- b. Quarterly Public Hearing

November 25, 2013

- c. BOCC Updates/Checkpoints

November 5, 2013 – Approved legal ad for the November 25 Quarterly Public Hearing.

November 6, 2013 – Planning Board Ordinance Review Committee (ORC)

November 25, 2013 – Quarterly Public Hearing

- Comments made at the Quarterly Public Hearing are included at the end of this form.

February 18, 2014 – Receive Planning Board recommendation

- d. Other

**2. PUBLIC INVOLVEMENT PROGRAM**

**Mission/Scope:** Public Hearing process consistent with NC State Statutes and Orange County ordinance requirements.

- a. Planning Board Review:

July 10, 2013 – discussion of topic

September 4, 2013 – further discussion

October 2, 2013 – Ordinance Review Committee

November 6, 2013 – Ordinance Review Committee

December 4, 2013 – further discussion

January 8, 2014 – BOCC recommendation

- b. Advisory Boards:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- c. Local Government Review:

The proposed text amendments were submitted to the JPA Partners on

November 7, 2013. Comments

received from the Town of Carrboro and the Town of Chapel Hill are

included at the end of this form.

d. Notice Requirements

Consistent with NC State Statutes – legal ad prior to public hearing

e. Outreach:

- General Public:
- Small Area Plan Workgroup:
- Other:

**3. FISCAL IMPACT**

Consideration and approval will not create the need for additional funding for the provision of County services. Costs for the required legal advertisement will be paid from FY2013-14 Departmental funds budgeted for this purpose. Existing Planning staff included in the Departmental staffing budget will accomplish the work required to process this amendment.

**D. AMENDMENT IMPLICATIONS**

Proposed amendments to existing home occupation standards include two types of home occupations. The first type, minor home occupations, follows the existing review process in place for home occupations with revisions allowing for an increase in square footage and number of employees in all residential districts. The second type, major home occupations, is proposed in order to accommodate larger scale accessory business uses in the AR (Agricultural Residential) and R-1 (Rural Residential) zoning districts. A Class B Special Use Permit will be required for major home occupations. The number of employees and permitted amount of square footage utilized in a major home occupation shall be determined with the approved special use permit.

Additional minor revisions to existing standards will address traffic generation, accessory structures, outdoor storage space, vehicle weight restrictions, and landscaping for all home occupations. Proposed amendments will introduce standards addressing the total number of students, customers, and/or clients permitted per day and address the review of special events for home occupations. Finally, definitions referencing minor home occupations and major home occupations are proposed within Article 10. The Planning Board and staff have endeavored to be mindful of any adverse impacts that may occur in the various types of residential districts found in the county while creating the amendment package.

**E. SPECIFIC AMENDMENT LANGUAGE**

See Attachment 2 for proposed language.

**Primary Staff Contact:**  
 Ashley Moncado  
 Planning Department  
 919-245-2589  
 amoncado@orangecountync.gov

with 1/4-inch (6.35 mm) insulating mill board or other *approved* equivalent insulation.

[F] **417.4 Fire protection.** Drying rooms designed for high-hazard materials and processes, including special occupancies as provided for in Chapter 4, shall be protected by an *approved* automatic fire-extinguishing system complying with the provisions of Chapter 9.

## SECTION 418 ORGANIC COATINGS

[F] **418.1 Building features.** Manufacturing of organic coatings shall be done only in buildings that do not have pits or basements.

[F] **418.2 Location.** Organic coating manufacturing operations and operations incidental to or connected therewith shall not be located in buildings having other occupancies.

[F] **418.3 Process mills.** Mills operating with close clearances and that process flammable and heat-sensitive materials, such as nitrocellulose, shall be located in a detached building or noncombustible structure.

[F] **418.4 Tank storage.** Storage areas for flammable and combustible liquid tanks inside of structures shall be located at or above grade and shall be separated from the processing area by not less than 2-hour *fire barriers* constructed in accordance with Section 707 or *horizontal assemblies* constructed in accordance with Section 712, or both.

[F] **418.5 Nitrocellulose storage.** Nitrocellulose storage shall be located on a detached pad or in a separate structure or a room enclosed with no less than 2-hour *fire barriers* constructed in accordance with Section 707 or *horizontal assemblies* constructed in accordance with Section 712, or both.

[F] **418.6 Finished products.** Storage rooms for finished products that are flammable or combustible liquids shall be separated from the processing area by not less than 2-hour *fire barriers* constructed in accordance with Section 707 or *horizontal assemblies* constructed in accordance with Section 712, or both.

## SECTION 419 LIVE/WORK UNITS

**419.1 General.** A live/work unit is a *dwelling unit* or *sleeping unit* in which a significant portion of the space includes a non-residential use that is operated by the tenant and shall comply with Sections 419.1 through 419.8.

**Exception:** *Dwelling* or *sleeping units* that include an office that is less than 10 percent of the area of the *dwelling unit* shall not be classified as a live/work unit.

**419.1.1 Limitations.** The following shall apply to all live/work areas:

1. The live/work unit is permitted to be a maximum of 3,000 square feet (279 m<sup>2</sup>);
2. The nonresidential area is permitted to be a maximum 50 percent of the area of each live/work unit;

3. The nonresidential area function shall be limited to the first or main floor only of the live/work unit; and
4. A maximum of five nonresidential workers or employees are allowed to occupy the nonresidential area at any one time.

**419.2 Occupancies.** Live/work units shall be classified as a Group R-2 occupancy. Separation requirements found in Sections 420 and 508 shall not apply within the live/work unit when the live/work unit is in compliance with Section 419. High-hazard and storage occupancies shall not be permitted in a live/work unit. The aggregate area of storage in the nonresidential portion of the live/work unit shall be limited to 10 percent of the space dedicated to nonresidential activities.

**419.3 Means of egress.** Except as modified by this section, the provisions for Group R-2 occupancies in Chapter 10 shall apply to the entire live/work unit.

**419.3.1 Egress capacity.** The egress capacity for each element of the live/work unit shall be based on the *occupant load* for the function served in accordance with Table 1004.1.1.

**419.3.2 Sliding doors.** Where doors in a *means of egress* are of the horizontal-sliding type, the force to slide the door to its fully open position shall not exceed 50 pounds (220 N) with a perpendicular force against the door of 50 pounds (220 N).

**419.3.3 Spiral stairways.** *Spiral stairways* that conform to the requirements of Section 1009.9 shall be permitted.

**419.3.4 Locks.** Egress doors shall be permitted to be locked in accordance with Item 4 of Section 1008.1.9.3.

**419.4 Vertical openings.** Floor openings between floor levels of a live/work unit are permitted without enclosure.

**419.5 Fire protection.** The live/work unit shall be provided with a monitored fire alarm system where required by Section 907.2.9 and an *automatic sprinkler system* in accordance with Section 903.2.8.

**419.6 Structural.** Floor loading for the areas within a live/work unit shall be designed to conform to Table 1607.1 based on the function within the space.

**419.7 Accessibility.** Accessibility shall be designed in accordance with Chapter 11.

**419.8 Ventilation.** The applicable requirements of the *International Mechanical Code* shall apply to each area within the live/work unit for the function within that space.

## SECTION 420 GROUPS I-1, R-1, R-2, R-3

**420.1 General.** Occupancies in Groups I-1, R-1, R-2 and R-3 shall comply with the provisions of this section and other applicable provisions of this code.

**420.2 Separation walls.** Walls separating *dwelling units* in the same building, walls separating *sleeping units* in the same building and walls separating *dwelling* or *sleeping units* from other occupancies contiguous to them in the same building

**From:** [Patricia J. McGuire](#)  
**To:** [Perdita Holtz](#)  
**Cc:** [Martin Roupe](#); [Christina Moon](#)  
**Subject:** RE: UDO Text Amendment that Applies to the Rural Buffer - Home Occupation Standards  
**Date:** Tuesday, November 26, 2013 7:40:00 PM

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Dear Perdita,

Carrboro staff have a few comments and suggestions for the ordinance revisions:

- 1) There appear to be benefits associated with offering additional economic opportunities to properties in the Rural Buffer and elsewhere in the county, so long as such uses are consistent with the purposes of the zoning districts otherwise.
- 2) You might consider expanding the use of performance standards as a means of limiting further or reducing entirely the exclusion of specific uses. Such standards could specify screening, sizing, siting, or parking provisions that would mitigate the impacts that presently necessitate excluding them entirely.
- 3) You might consider clarifying the traffic generation provisions to distinguish between traffic generated by the use and traffic generated in support of the use. Are the regulations intended to allow or prohibit a resident from operating a single –truck tractor-trailor business from their home, for example? If only a single driver/single-truck use was considered acceptable, but a larger trucking operation was not, perhaps the vehicle storage, number of employees and screening requirements could be modified accordingly?
- 4) You might consider clarifying whether outdoor storage includes the storage or parking of vehicles that are used in conjunction with a home occupation.

Thanks for the opportunity to review. Don't hesitate to contact me if you have a question.

Trish

*Patricia J. McGuire, AICP, CZO, CFM*

Planning Director

Town of Carrboro

301 W. Main Street

Carrboro, North Carolina 27510

35° 54' 41", -79° 04' 39"

919-918-7327 (T)/919-918-4454 (F)

[pmcguire@ci.carrboro.nc.us](mailto:pmcguire@ci.carrboro.nc.us) <http://townofcarrboro.org>

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**From:** Perdita Holtz [<mailto:pholtz@orangecountync.gov>]  
**Sent:** Thursday, November 07, 2013 9:14 AM  
**To:** J.B. Culpepper ([jbculpepper@townofchapelhill.org](mailto:jbculpepper@townofchapelhill.org)); Patricia J. McGuire  
**Cc:** Craig Benedict; Ashley E.. Moncado; Christina Moon; ([gpoveromo@townofchapelhill.org](mailto:gpoveromo@townofchapelhill.org))  
**Subject:** UDO Text Amendment that Applies to the Rural Buffer - Home Occupation Standards

Hello JB and Trish,

Pursuant to the JPA Agreement, we are sending the attached proposed UDO text amendment to you for review and comment. We are proposing to change the existing standards for Home Occupations allowed in the residential zoning districts, including the RB (Rural Buffer) zoning district. We are also proposing to have a category of "Minor Home Occupation" and "Major Home Occupation" (we currently do not have two classes of Home Occupations). Major Home Occupations will not be allowed in the Rural Buffer; only Minor Home Occupations would be allowed in the RB.

I have also attached a chart you may find helpful that depicts the existing and proposed standards. This chart is not part of the actual amendments; it's just used for informational purposes.

These text changes are on the November 25 quarterly public hearing agenda. It would be great if you could forward any comments to us before the 25<sup>th</sup>. If you need more time than that to review this item, please let me know. The JPA Agreement stipulates that the County will not adopt an amendment affecting the RB until the Towns have had 30 days to review and comment on the amendment. This amendment is scheduled for adoption consideration in January.

Thanks and please let me know if you have any questions.

Perdita

Perdita Holtz, AICP

Planning Systems Coordinator

Orange County (NC) Planning Department

131 W. Margaret Lane, 2nd Floor (physical)

P.O. Box 8181 (mail)

Hillsborough, NC 27278

Phone: (919) 245-2578

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Town of Carrboro, NC Website - <http://www.townofcarrboro.org> E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.



PLANNING  
Town of Chapel Hill  
405 Martin Luther King Jr. Blvd.  
Chapel Hill, NC 27514

*phone* (919) 968-2728 *fax* (919) 969-2014  
[www.townofchapelhill.org](http://www.townofchapelhill.org)

December 6, 2013

Ms. Perdita Holtz  
Planning Systems Coordinator  
Orange County Planning Department  
PO Box 8181  
Hillsborough, NC 27278

**Subject: Courtesy Review Comments on Proposed Unified Development Ordinance  
Amendment Regarding Home Occupation Permits in the Rural Buffer**

Dear Ms. Holtz:

Thank you for the opportunity to review the proposed zoning ordinance amendment regarding home occupation permits in the rural buffer area. We do not have any comments on the proposed ordinance amendment as it relates to the Joint Planning Agreement.

Should you have any questions, please do not hesitate to call me at (919) 968-2728.

Regards,

A handwritten signature in black ink, appearing to read "Phil Mason".

Phil Mason, AICP  
Principal Planner

Comments Received at the November Quarterly Public Hearing

| Planning Board Comments   | BOCC Comments   | Planning Staff Response/Comments  |
|---|---|---|
|   | Minor home occupation regulations should incorporate existing standards without any modifications. All proposed revisions allowing for an increase in employees, square footage allowances, and size of accessory structures shall be through the major home occupation process requiring a Special Use Permit. | Planning Board reviewed BOCC comment and proceeded with proposed amendments as presented in Attachment 2.   |
|   | Concerns with existing standards requiring landscaping and buffering of accessory structures used in the home occupation.   | Existing standards contained within the UDO have been revised to allow for exemptions in screening requirements of accessory structures.  |
|   | Concern with existing nonprofit language being too vague regarding nonprofit special events.  | Proposed standards for special events have been revised to specifically reference 501(c)3 nonprofits.   |
|   | Concerns with existing standards regarding the appearance of a residential accessory structure.   | Existing standards contained within the UDO have been revised to provide clarity regarding the appearance of accessory structures.  |
|   | Concerns regarding proposed standards being too restrictive and creating a financial burden on business owners.   | Proposed revisions to existing standards are more lenient and less restrictive allowing for more employees, visitors, daily trips, and deliveries and an increase in the overall size of home occupations. Existing and proposed standards may result in financial constraints on a business owner which are typically incurred with the opening of any new business. |
| Concerns with trade uses, including plumbing, electrical, and building contracting, not being permitted as a home occupation. |   | Existing standards contained within the UDO have been revised to allow these uses to operate from a residential property with an approved home occupation permit.   |
| Concerns regarding setback standards for accessory structures and outdoor storage space used in a major home occupation.      |   | Proposed setback standards for outdoor storage space have been revised to allow for greater flexibility in setback standards for accessory structures and outdoor storage space through the Special Use Permit process.   |

**AN ORDINANCE AMENDING  
THE UNIFIED DEVELOPMENT ORDINANCE OF ORANGE COUNTY**

**Whereas**, the County has completed a review of existing home occupation standards based on the Unified Development Ordinance Implementation Bridge report, and

**Whereas**, as a result of said review, the County identified necessary amendments to the Unified Development Ordinance to accommodate and support the use of home occupations while protecting the residential character of neighborhoods, and

**Whereas**, the requirements of Section 2.8 of the Unified Development Ordinance have been deemed complete, and

**Whereas**, the County has held the required public hearing and has found the proposed text amendment is consistent with the goals and policies of the adopted Comprehensive Plan.

**Be it ordained** by the Board of Commissioners of Orange County that the Unified Development Ordinance of Orange County is hereby amended as depicted in the attached pages.

**Be it further ordained** that this ordinance be placed in the book of published ordinances and that this ordinance is effective on May 1, 2014.

Upon motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, the foregoing ordinance was adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

I, Donna S. Baker, Clerk to the Board of Commissioners for Orange County, DO  
HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board at a meeting held on \_\_\_\_\_, 2014 as relates in any way to the adoption of the foregoing and that said proceedings are recorded in the minutes of the said Board.

WITNESS my hand and the seal of said County, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

SEAL

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Clerk to the Board of Commissioners

### UDO AMENDMENT PACKET NOTES:

The following packet details the proposed modifications to existing home occupation standards. Proposed regulations include the establishment of two new home occupation categories allowing for minor and major (larger scale) home occupations. The amendment package also proposes the re-numbering and reformatting of Sections 2.22, 5.4.3, and 5.5.3, to accommodate the new standards.

As the number of affected pages/sections of the existing UDO are being modified with this proposal, staff has divided the proposed amendments into the following color coded classifications:

- **Red Text:** Denotes new, proposed text, that staff is suggesting be added to the UDO
- **Black Strikethrough Text:** Denotes existing text that staff is proposing to delete
- **Green Text:** Denotes modifications made following the November Quarterly Public Hearing and December Planning Board meeting.

Staff has included footnotes within the amendment package to provide additional information/rationale concerning the proposed amendments to aid in your review.

Only those pages of the UDO impacted by the proposed modification(s) have been included within this packet. Some text on the following pages has a large "X" through it to denote that these sections are not part of the amendments under consideration. The text is shown only because in the full UDO it is on the same page as text proposed for amendment or footnotes from previous sections 'spill over' onto the included page. Text with a large "X" is not proposed for modification.

**Please note that the page numbers in this amendment packet may or may not necessarily correspond to the page numbers in the adopted UDO because adding text may shift all of the text/sections downward.**

Users are reminded that these excerpts are part of a much larger document (the UDO) that regulates land use and development in Orange County. The full UDO is available online at: <http://orangecountync.gov/planning/Ordinances.asp>

~~(3) Structural stormwater measures that are designed, constructed and maintained in accordance with the NC DWQ Stormwater BMP Design Manual, approved accounting tool, and requirements listed in Section 6.14 will be presumed to meet the required performance standards of Section 6.14. Submittals containing measures not designed to these specifications, may be approved on a case by case basis provided the applicant provides adequate data and information showing how the deviations meet the requirements of Section 6.14.~~

~~(C) **Plan Approval**  
The Erosion Control Officer is authorized to approve any Stormwater Management Plan which is in conformance with the performance standards specified in the NC DWQ Stormwater BMP Design Manual, and other requirements of this Ordinance.~~

~~(D) **Approved Plan a Prerequisite**  
The Erosion Control Officer is not authorized to issue any permits for development on any land that is defined as new development under Section 6.14 of this Ordinance unless and until a Stormwater Management Plan in compliance with the requirements of this Ordinance has been approved.~~

~~(E) **Design of Permanent Nutrient Export Reduction Structural Stormwater Measures**  
When a permanent nutrient export reduction structural stormwater measure is required for new development to meet the requirements of this Ordinance, a North Carolina registered professional engineer shall prepare the plan with the Engineer's Certification of Stormwater Management affixed, signed, sealed and dated.~~

**SECTION 2.22: HOME OCCUPATIONS**

**2.22.1 Application Requirements**

- (A) An application for a Home Occupation Permit shall be filed with the Planning Director on forms provided by the Planning Department.
- (B) Application forms shall be prepared so that when completed a full and accurate description of the proposed use, including its location, appearance, and operational characteristics are disclosed.
- (C) An application for a minor home occupation shall include a plot plan that adheres to the requirements of Sections 2.4.3 and 5.5.3.
- (D) An application for a major home occupation shall require a Class B Special Use Permit and adhere to the requirements of Sections 2.5.3, 2.7, and 5.5.3.

**2.22.2 Conditions of Approval**

- (A) If conditions are attached to the approval of a permit, they may address deficiencies in meeting specific Ordinance requirements or they may address specific impacts which result from the operation of the home occupation.
- (B) If conditions address specific impacts which result from the operation of the home occupation, the conditions may include, but not be limited to the following limitations:
  - (1) Hours of operation;
  - (2) Number of vehicles to be parked on the premises;
  - (3) The location of an accessory building, storage area or parking on the property.
- (C) The Planning Director may require greater setbacks and/or additional landscaping or screening to adequately screen the home occupation from adjoining properties.

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### 5.4.3 Special Events

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**(A) Arts and Cultural Special Events**

- (1)** All arts and cultural special events organized, conducted, and affiliated with a 501(c)(3) nonprofit organization or government entity, for example the annual Orange County Open Studio Tour, shall be exempt from the special event review and permitting process.<sup>1</sup>

**(B) General Standards of Evaluation<sup>2</sup>**

- (1)** The application shall include a written description of the type of event planned, the number of participants for any single event, the frequency of the events, the anticipated hours of operation, the potential dates for the events, and the method and adequacy of sewage disposal, recycling and waste disposal, access, parking, lighting, and signage;
- (2)** The plot plan shall be accompanied by written approval from the Orange County Division of Environmental Health regarding the adequacy of the water-supply and wastewater disposal;
- (3)** The plot plan shall have written approval from the Orange County Fire Marshal;
- (4)** The applicant shall submit a copy of notification sent to the Orange County Sheriff's Department stating the type of events, number of participants, date(s) and hours of operation, and emergency contact information. A location map must be attached to the notice provided to the Sheriff;
- (5)** Lot size shall be adequate to accommodate all proposed activities including safe vehicular and pedestrian circulation;
- (6)** The proposed activity will occur on no more frequently than seven days in a 30-day period, and on no more than 50 days per year; and
- (7)** Signs shall be permitted in accordance with Section 6.12.11(D).

**(C) Standards for Class B Special Use Permit**

**(1) Submittal Requirements**

In addition to the information required by Section 2.7, the following information shall be supplied as part of the application for approval of this use:

- (a)** A written description of the exact type of event planned, the maximum number of participants, the frequency of the event, anticipated dates and hours of operation, method and adequacy of sewage disposal, recycling and waste disposal, access, parking, lighting, and signage;
- (b)** A site plan showing the boundaries of the area to be used for the events, the locations of access points, parking, service areas, activity areas, restrooms, solid waste disposal/recycling facilities, lighting, and signage;
- (c)** Written comments from the Orange County Health Department, Division of Environmental Health regarding the adequacy of plans restroom facilities and food preparation/handling arrangements; and

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<sup>1</sup> Proposed amendments regarding arts and cultural special events will address concerns with accommodating and permitting community wide events conducted by a nonprofit or government organization more efficiently. These standards will allow art and studio home occupations that participate in these events to be exempt from the Class B Special Use Permit process.

<sup>2</sup> Adding a new (A) resulted in the automatic renumbering of subsequent subsections.

- (c) The use of the building shall be only for the period of time specified and for the use specified.
- (d) The proposed use is a permitted use in the district in which it is located.

**SECTION 5.5: STANDARDS FOR RESIDENTIAL USES**

**5.5.1 Accessory Structures and Uses**

**(A) General Standards of Evaluation**

- (1) Accessory structures and uses shall not be located in any required front open space and shall conform to the principal setbacks of the district where located unless otherwise provided in this Section.
- (2) An attached private garage, or carport, not exceeding 12 feet in height, may occupy a portion of the required side open space, provided that this does not result in a required side open space of less than 7% of the lot width, nor a total, when combined with the required side open space of the lot immediately adjacent, of less than eight feet.
- (3) Mobile homes as accessory structures to residential uses are prohibited.

**5.5.2 Efficiency Apartment**

**(A) General Standards of Evaluation**

- (1) There shall be no more than one efficiency apartment, whether detached or attached, on any lot.
- (2) The efficiency unit shall contains no more than 800 square feet of gross floor area.
- (3) The residential lot shall meet the minimum lot size requirements of the zoning district in which it is located.
- (4) The efficiency unit shall comply with the N.C. Residential Building Code including minimum light/ventilation and room sizes.
- (5) The efficiency unit shall be accessory to the principal dwelling unit and may be attached or detached.
- (6) The efficiency unit shall be served by an approved water supply and sanitary facilities.
- (7) The efficiency unit shall remain in the same ownership as the primary residence.

**5.5.3 Home Occupations**

**(A) General Standards**

**(1) Submittal Requirements**

In addition to the completed application form, applicants for a **minor or major home** occupation shall submit the following to the Planning Department:

**(a) Minor Home Occupations**

- (i) A plot plan of the property on which the home occupation is to be located. The plot plan shall show:
  - a. The location of the residence **and/or** accessory building in which the home occupation is to be located in relation to existing property lines and adjacent homes;
  - b. The location, number, and means of access to required off street parking areas; and

- c. The location and type of required landscaping and/or screening.
    - (ii) A floor plan of the residence **and/or** accessory building in which the home occupation is to be located showing the location, size, and use of each room or area within the residence **and/or** accessory building.
  - (b) **Major Home Occupations**
    - (i) A site plan of the property on which the home occupation is to be located. The site plan shall show:
      - a. The location of the residence **and/or** accessory building in which the home occupation is to be located in relation to existing property lines and adjacent homes;
      - b. The location, number, and means of access to required off street parking areas; and
      - c. The location and type of required landscaping and/or screening.
    - (ii) A floor plan of the residence **and/or** accessory building in which the home occupation is to be located showing the location, size, and use of each room or area within the residence **and/or** accessory building.
- (2) **Standards of Evaluation**
  - (a) **All Home Occupations**
    - (i) No home occupation may be operated in a residence except as permitted under this Ordinance and only after a Home Occupation Permit has been issued in accordance with the provisions of Section ~~2-24~~ **2.22** of this Ordinance.
    - (ii) **Home based business operations that conduct only online retail sales and do not include nonresident employees located onsite, signage, or onsite students, customers, and/or clients do not require a home occupation permit.<sup>3</sup>**
    - (iii) **Uses Not Permitted**
      - a. **Except for the office component of the business operation, the following activities are explicitly prohibited as home occupations:**
        - i. Automotive repair,
        - ii. Automotive service,
        - iii. Automotive detailing,
        - iv. Body shop, **and**
        - v. Hauling, ~~and~~
        - vi. ~~Building, electrical, plumbing, mechanical, grading or other construction contracting.<sup>4</sup>~~

<sup>3</sup> Revisions have been made to address Planning Board comments regarding onsite retail sales. Proposed standards will exempt home occupations conducting retail sales through the internet if the operation has no onsite employees, signage, and visitors from the home occupation permit process.

<sup>4</sup> Based on comments received at the Quarterly Public Hearing, revisions to this Section will allow building, electrical, plumbing, mechanical, grading, and other construction contracting to operate from a

- b. The above list is not intended to include all uses which may be unsuitable as a home occupation. Home Occupation applications for other uses may be denied if the Standards of Evaluation listed herein are not fully met.
- (iv) No equipment or process shall be employed that will cause noise, vibration, glare, odor or electrical interference detectable to the normal senses at the lot lines in the case of detached dwelling units or outside the dwelling unit, in the case of attached dwelling units.
- (v) The on-premises sale and/or delivery of goods which are not produced **or modified in a manner that adds value to the product** on the premises is prohibited, except in the case of the delivery and sale of goods incidental to the provision of a service. **No goods, products, or commodities purchased and secured for the main purpose of onsite resale shall be permitted.**
- (vi) **All events conducted in connection with the home occupation and exceed the number of permitted daily students, customers, and/or clients contained within Sections 5.5.3(A)(2)(b)(i)d and 5.5.3(A)(2)(c)(i)g must adhere to Section 5.4.3, Special Events.<sup>5</sup>**
- (b) **Minor Home Occupations**
- (i) **General Operations**
- The following requirements apply to minor home occupations in all residential districts:**
- a. The owner or operator of the home occupation must live in a residence located on the same zoning lot as the home occupation. **No more than two individuals not living in the residence may work in the home occupation. Minor home occupations shall not exceed three nonresident employees onsite at any one time.**
- b. In all residential districts ~~except RB, AR and R-1~~, no more than 35% of the floor area of the dwelling unit or ~~500~~ **750** square feet, whichever is less, may be used for the home occupation.
- c. **Up to three students, customers, and/or clients shall be permitted onsite at any one time, not to exceed a total of six students, customers, and/or clients per day.**
- (ii) **Limitations on Traffic Generation**
- a. Traffic generated by ~~visitors, customers, or deliveries~~ **employees, students, customers, and/or clients** shall not exceed more than ~~two business trips per hour, more than eight~~ **twenty** trips per day. ~~or more than two deliveries of products or materials per week.~~ **All**

residential property with an approved home occupation permit. Revisions are proposed to additional Sections of the UDO to address potential traffic impacts as a result of these uses being permitted as a home occupation. The revisions also make it clearer that an office related to the types of uses in i. through v. may be allowed, however, it is the actual activities that are not allowed as a home occupation.

<sup>5</sup> **Approved home occupations that conduct special events onsite are required to adhere to Section 5.4.3 Special Events. Home occupations that participate in a nonprofit or government organized event including the annual Orange County Open Studio Tour shall be waived from the special event review process as proposed within Section 5.4.3 Special Events.**

deliveries must be made by vehicles of a size normally used for household deliveries.<sup>6</sup>

- b. Parking generated by the home occupation shall be met off the street and ~~other than~~ not in a required yard area.
- c. There shall be no use of a vehicle with a ~~load capacity in excess of one ton~~ a gross vehicle weight in excess of 14,000 pounds used in connection with the home occupation<sup>7</sup>. ~~including vehicles used for delivery or pick-up. Vehicles with the permitted load capacity generally include large pick-up trucks, and delivery trucks and vans such as those used by UPS, but would not include vehicles such as tractor trailers or dump trucks.~~<sup>8</sup>

(iii) Use of Accessory Structures

- a. An accessory building containing up to 4000 ~~1,500~~ square feet may be utilized in the ~~RB, AR and R-1~~ residential zoning districts, detailed in Section 3.3,<sup>9</sup> provided that ~~the building structure is built with suitable residential construction materials to resemble the appearance of a residential accessory structure.~~<sup>10</sup>
- b. The accessory structure must be screened from view of the road and adjacent property by a densely planted evergreen hedge of shrubs or trees. In lieu of an evergreen hedge, a six foot stockade fence and deciduous ~~plant materials~~ vegetation planted along the outside of the fence may be used for screening purposes. Screening will not be required when:
  - i. The accessory structure is located 40 feet or more from all property lines; or

<sup>6</sup> Existing standards regulating the number of hourly and daily trips were found to be inconsistent with proposed language regulating the number of students, customers, and/or clients permitted onsite per day. As a result, revisions will allow for an increase in the number of daily trips resulting from the operation of the home occupation. Proposed standards are to regulate the number of daily trips generated from employees and visitors associated with the home occupation and not the number of daily trips generated from the residential use of the property. Please note that a “trip count” is one direction only (a round trip, in and out, is counted as two trips in traffic engineering calculations). ~~Additional revisions shall allow for an increase in deliveries while limiting the type of vehicle to a size normally used for household deliveries.~~

<sup>7</sup> Weight standards have been modified replacing load capacity with the more common and familiar vehicle gross weight standard. The proposed weight of 14,000 pounds will allow for the use of standard and larger sized pick-up trucks in connection with all home occupations.

<sup>8</sup> Staff recommends the existing language to be revised in order to avoid a potential inconsistency with standards contained within item a.

<sup>9</sup> Revised standards are proposed to allow the use of accessory structures up to 1,500 feet in all residential districts contained within Section 3.3, Residential Districts, instead of limiting this use to only the RB, AR, and R-1 districts.

<sup>10</sup> Revisions will clarify concerns raised at the Quarterly Public Hearing regarding existing language addressing the appearance of accessory structures. Standards require accessory structures to be constructed with suitable residential construction materials in order to avoid commercially designed structures to be located in a residential zoning district. Existing and proposed standards do not require accessory structures to take on the exact appearance of the residential structure.

- ii. Existing vegetation provides suitable screening of the accessory structure from all adjacent properties.<sup>11</sup>
  - c. New structures built for the purpose of conducting a home occupation shall not exceed ~~4000~~ 1,500 square feet in area.
  - d. An existing accessory structure which is larger than ~~4000~~ 1,500 square feet may be used for the home occupation provided that no more than ~~4000~~ 1,500 square feet is used for the home occupation and the area is physically separated by walls or other barriers. In order to qualify as an existing accessory structure for the purpose of conducting a home occupation, the structure must have been constructed to meet building code requirements applicable to a residential accessory structure, and must have been in existence for at least 36 months.
- (iv) Use of Outdoor Storage
  - a. Up to 500 square feet of outdoor storage area ~~may be used~~ shall be permitted only in the RB, AR and R-1 zoning districts provided that it:
    - i. Is clearly defined on the site plan and on the ground.
    - ii. Is located at least 40 feet from any lot line or road right-of-way; and
    - iii. Is totally screened from the view from the road and from adjacent property in the same manner as is required for accessory buildings.
- (c) Major Home Occupations
  - (i) General Operations
 

The following requirements apply to major home occupations:

    - a. Major home occupations shall be permitted only in the AR and R-1 zoning districts.
    - b. All major home occupations shall be located on parcels at least five acres in size.
    - c. The owner or operator of the home occupation must live in a residence located on the same zoning lot as the home occupation. Up to six permanent and/or temporary nonresident employees may be permitted onsite at any one time with the exact number established in the Special Use Permit.
    - d. The total amount of square footage permitted for a residential dwelling unit used in conjunction with a major home occupation, which exceeds standards referenced in Section 5.5.3.A.2(b)(i)b, shall be determined with the

<sup>11</sup> Existing standards regarding screening of accessory structures have been revised to address comments received at the Quarterly Public Hearing . Proposed revisions will allow accessory structures located at least 40 feet from all property lines or sites providing screening with the use of existing vegetation to be exempt from screening requirements.

approved Special Use Permit, but in no case shall the total exceed 50% of the floor area of the dwelling unit.

- e. Up to eight students, customers, and/or clients shall be permitted onsite at any one time, not to exceed a total of fifteen students, customers, and/or clients per day.

(ii) Limitations on Traffic Generation

- a. Traffic generated by employees, students, customers, and/or clients shall not exceed more than fifty trips per day. All deliveries must be made by vehicles of a size normally used for household deliveries.
- b. All major home occupations shall conform to the standards of Section 5.5.3(A)(2)(b)(ii)c.
- c. Parking generated by the home occupation shall be met off the street and set back at least 40 feet from all property lines.
- d. Major home occupations located on public roadways may be required to submit a driveway permit prior to approval.
- e. Major home occupations located on shared private roadways shall be required to submit a private road maintenance agreement prior to approval.

(iii) Use of Accessory Structures

- a. An accessory building containing up to 2,500 square feet may be utilized, with the approval of a major home occupation, on tracts totaling five to ten acres in size. An accessory building containing up to 3,000 square feet may be utilized, with the approval of a major home occupation, on tracts greater than ten acres in size.
- b. All accessory structures shall be built with suitable residential construction materials to resemble the appearance of a residential accessory structure.
- c. Setback standards for all accessory structures shall be determined with the approved Special Use Permit and in no case be less than 40 feet from all property lines.<sup>12</sup>
- d. The accessory structure must be screened from view of the road and adjacent property by a densely planted evergreen hedge of shrubs or trees. In lieu of an evergreen hedge, a six foot stockade fence and deciduous vegetation planted on the outside of the fence may be used for screening purposes. Screening will not be required when:
  - i. The accessory structure is located 80 feet or more from all property lines; or
  - ii. Existing vegetation provides suitable screening of the accessory structure from all adjacent properties.

<sup>12</sup> Proposed setback standards for accessory structures have been revised to address comments received at the Quarterly Public Hearing. Proposed revisions will allow setbacks to be determined on a case-by-case basis through the Special Use Permit process, but will still require a minimum setback of 40 feet from all property lines.

- e. New accessory structures built for the purpose of conducting a home occupation shall not exceed square footage allowances referenced in Section 5.5.3.A(2)(e)(iii)a.
  - f. An existing accessory structure which is larger than the permitted size referenced in Section 5.5.3.A(2)(e)(iii)a may be used for the home occupation provided that no more than the permitted amount of square feet is used for the home occupation and the area is physically separated by walls or other barriers. In order to qualify as an existing accessory structure for the purpose of conducting a home occupation, the structure must have been constructed to meet building code requirements applicable to a residential accessory structure, and must have been in existence for at least 36 months.
- (iv) Use of Outdoor Storage Space
- a. Up to 500 square feet of outdoor storage area may be used in conjunction with major home occupations provided that it is:
    - i. Clearly defined on the site plan and on the ground.
    - ii. Setback standards for outdoor storage space shall be determined with the approved Special Use Permit and in no case be less than 40 feet from all property lines; and <sup>13</sup>
    - iii. Totally screened from the view from the road and from adjacent property in the same manner required for accessory buildings.

~~5.5.4 Mobile Home Parks~~

~~(A) Standards for MHP-CZ~~

~~(1) Permitted Uses and Structures~~

~~In addition to Mobile Homes, as defined by this Ordinance, the following accessory structures and uses shall be permitted:~~

- ~~(a) Caretaker's or manager's home or office.~~
- ~~(b) Service buildings and areas necessary to provide washing and drying machines for domestic laundry, sanitation, rest rooms, storage, vending machines, and other similar services provided by the facility for the use and convenience of the mobile home park tenants.~~
- ~~(c) Recreation buildings/facilities and areas serving only the mobile home park in which they are located.~~
- ~~(d) Customary accessory buildings and facilities necessary for operation of the mobile home park in which they are located.~~
- ~~(e) Storage buildings for individual mobile home spaces and intended for the exclusive use of the occupants of the mobile home space.~~

<sup>13</sup> Proposed setback standards for outdoor storage space have been revised to address comments received at the Quarterly Public Hearing. Proposed standards will allow setbacks to be determined on a case-by-case basis through the Special Use Permit process, but will still require the minimum setback standard of 40 feet currently contained in Section 5.5.3(A)(2)(f)(i)b of the UDO.

### High-Density Option

One of two approaches available for development in some watershed overlay districts. Generally, the high-density option relies on density limits and engineered stormwater controls to minimize the risk of water pollution.

### Highest Adjacent Grade (HAG)

The highest natural elevation of the ground surface, prior to construction, next to the proposed walls of the structure.

### Historic structure

Any structure that is:

- a) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register;
- b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c) Individually listed on a local inventory of historic landmarks in communities with a "Certified Local Government (CLG) Program," which has been approved by the Department of the Interior; or
- d) Certified as contributing to the historical significance of a historic district designated by a community with a "Certified Local Government (CLG) Program". (CLG Programs are approved by the US Department of the Interior in cooperation with the North Carolina Department of Cultural Resources through the State Historic Preservation Officer as having met the requirements of the National Historic Preservation Act of 1966, as amended).

### Holiday Decoration

Holiday displays, decorations and greetings, which relate to any federally designated holiday, legal holiday or religious holiday.

### Home Occupation, Major

An accessory business use which is owned and operated by the resident of the property, located on a single parcel of land at least five acres in size in the AR and R-1 zoning districts, and is clearly incidental and subordinate to the principal residential use of the property. Major home occupations, which do not meet the standards of a minor home occupation, shall accommodate for larger scale accessory business uses by allowing for an increase in square footage, number of onsite employees, students, customers, clients, and annual events with an approved Class B Special Use Permit.

### Home Occupation, Minor

An accessory business use which is owned or operated by the resident of a residentially-zoned property which business and is clearly incidental and subordinate to the principal residential use of the property.

### Hotel, Motel, Motor Lodge, Motor Inn, Inn, Tourist Court

A building or group of attached or detached buildings containing, in combination, ten or more lodging units, or ten or more dwelling units intended primarily for rental or lease to transients by the day or week, as distinguished from multi-family dwellings, rooming houses and residential hotels in which rentals and leases are for weekly or longer periods and occupants are generally residents rather than transients.

### Hotel, Residential

A building or group of attached or detached buildings containing, in combination, ten or more lodging units available for occupancy only for periods of thirty days or longer, provided, however, that temporary lodging units for guests of regular tenants may be provided in any residential hotel, with number of such units limited to 10% of the number of tenant lodging units.

### Immediate Neighborhood

A subdivision or area of the county which distinguishes it from other subdivisions or areas by virtue of its location within the service area of a park site or sites as shown on the adopted "Recreation Service Area Boundaries Map" on file in the Planning Department.

Proposed Amendment Summary

| <b>Revised Standards</b>   |  |  |  |
|--|--|--|--|
| <b>Item</b>  | <b>Existing Standards</b>  | <b>Revised/Proposed Standards</b>  |  |
|  |  | <b>Minor Home Occupations</b>  | <b>Major Home Occupations</b>  |
| <b>Application Requirements</b><br>Section 2.22.1                                  | Existing standards require an application, plot plan, and staff approval.  | Existing standards will remain.  | Proposed standards will require an application, site plan, and an approved Class B Special Use Permit.   |
| <b>Square Footage</b><br>Sections 5.5.3(A)(2)(b)(i)<br>5.5.3(A)(2)(c)(i)           | Current standards allow up to 35% of the floor area of the dwelling unit or 500 square feet, whichever is less, to be used in the home occupation. | Proposed revisions allow up to 35% of the floor area of the dwelling unit or 750 square feet, whichever is less, to be used in a minor home occupation.  | Proposed standards will allow up to 50% of the floor area of the dwelling unit, determined with the Special Use Permit, to be used in a major home occupation.   |
| <b>Employees</b><br>Sections 5.5.3(A)(2)(b)(i)<br>5.5.3(A)(2)(c)(i)                | Two nonresident employees are currently permitted onsite.  | Revisions will allow for three nonresident employees onsite.   | Proposed standards will allow for up to six nonresident employees onsite, with the exact number established in the Special Use Permit.   |
| <b>Traffic Generation</b><br>Sections 5.5.3(A)(2)(b)(ii)<br>5.5.3(A)(2)(c)(ii)     | A maximum of eight trips per day are permitted with existing standards.  | Proposed revisions will allow for a maximum of twenty trips per day.   | Proposed standards will allow for a maximum of fifty trips per day.  |
|  | Existing standards allow for two deliveries of products or materials per week.   | Proposed standards will allow for unlimited number of deliveries, but will require all deliveries to be made by vehicles of a size normally used for household deliveries.   |  |
|  | Current standards state traffic generated by visitors should not exceed more than two trips per hour or more than eight trips per day.             | Proposed standards will allow for an increase in the maximum number of daily trips and permit up to three students, customers, and/or clients onsite at any one time, not to exceed a total of six students, customers, and/or clients per day.    | Proposed standards will allow for an increase in the maximum number of daily trips and permit up to eight students, customers, and/or clients onsite at any one time, not to exceed a total of fifteen students, customers, and/or clients per day.  |
| <b>Accessory Structures</b><br>Sections 5.5.3(A)(2)(b)(iii)<br>5.5.3(A)(2)(c)(iii) | Currently, accessory structures containing up to 1,000 square feet are permitted in the operation of a home occupation.                            | Revisions will allow for accessory structures up to 1,500 square feet to be used in the operation of the minor home occupation. Revisions will also provide for an exemption from landscape requirements based on setbacks or existing vegetation. | Proposed standards will allow for accessory structures up to 2,500 square feet to be utilized with the approval of a major home occupation on tracts totaling five to ten acres in size and up to 3,000 square feet on tracts greater than ten acres in size. Standards will also provide for an exemption from landscape requirements based on setbacks or existing vegetation. |

Existing language to remain within the referenced section of the UDO

Proposed language to be added within the referenced section of the UDO

Existing language to be revised within the referenced section of the UDO

Proposed Amendment Summary

| <b>Revised Standards</b>   |  |   |  |
|--|--|---|--|
| <b>Item</b>  | <b>Existing Standards</b>  | <b>Proposed Standards</b>   |  |
|  |  | <b>Minor Home Occupations</b>   | <b>Major Home Occupations</b>  |
| <b>Outdoor Storage Space</b><br>Sections<br>5.5.3(A)(2)(b)(iv)<br>5.5.3(A)(2)(c)(iv) | Existing standards allow up to 500 square feet of outdoor storage space in the RB, AR, and R-1 zoning districts with landscape and setback standards.  | Existing standards will remain.   | Proposed standards will allow for up to 500 square feet of outdoor storage space with landscape standards. Setback standards will be determined with the approved Special Use Permit.  |
| <b>Special Events</b><br>Section<br>5.4.3  | Current standards require all proposed special events to follow the Class B Special Use Permit process.  | Proposed standards will allow for all special events planned, conducted, and affiliated with a 501(c)3 nonprofit organization or government entity to be exempt from the special event review and permitting process.                                   |  |
| <b>Permitted Uses</b><br>Section 5.5.3(A)(2)   | Current standards do not permit building, electrical, plumbing, mechanical, grading, or other construction contracting as home occupations.  | Proposed revisions will allow these uses to operate in a residential district with an approved home occupation permit.  |  |
| <b>Vehicle Weight</b><br>Sections<br>5.5.3(A)(2)(b)(ii)<br>5.5.3(A)(2)(c)(ii)        | Currently, there shall be no use of a vehicle with a load capacity in excess of one ton used in connection with the home occupation  | Revisions will allow for the use of vehicles up to a gross vehicle weight of 14,000 pounds to be used in connection with the home occupation.   |  |
| <b>Definitions</b><br>Article 10   | Existing standards define home occupation as an accessory business use, which is owned or operated by the resident of residentially-zoned property, which business is clearly incidental and subordinate to the principal residential use of the property. | Proposed standards define a minor home occupation as an accessory business use which is owned or operated by the resident of a residentially-zoned property and is clearly incidental and subordinate to the principal residential use of the property. | Major home occupations will be defined as an accessory business use which is owned and operated by the resident of the property, located on a single parcel of land at least five acres in size in the AR and R-1 zoning districts, and is clearly incidental and subordinate to the principal residential use of the property. Major home occupations, which do not meet the standards of a minor home occupation, shall accommodate for larger scale accessory business uses by allowing for an increase in square footage, number of onsite employees, students, customers, clients, and annual events with an approved Class B Special Use Permit. |

|  |
|--|
| Existing language to remain within the referenced section of the UDO     |
| Proposed language to be added within the referenced section of the UDO   |
| Existing language to be revised within the referenced section of the UDO |

## Excerpt of Minutes

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**MINUTES**  
**ORANGE COUNTY BOARD OF COMMISSIONERS**  
**QUARTERLY PUBLIC HEARING**  
**November 25, 2013**  
**7:00 P.M.**

The Orange County Board of Commissioners and the Orange County Planning Board met for a Quarterly Public Hearing on Monday, November 25, 2013 at 7:00 p.m. at the DSS Office, Hillsborough, N.C.

**COUNTY COMMISSIONERS PRESENT:** Chair Barry Jacobs and Commissioners Mark Dorosin, Alice M. Gordon, Bernadette Pelissier, Renee Price and Penny Rich

**COUNTY COMMISSIONERS ABSENT:** Earl McKee

**COUNTY ATTORNEY PRESENT:** John Roberts

**COUNTY STAFF PRESENT:** Interim County Manager Michael Talbert and Deputy Clerk to the Board David Hunt (All other staff members will be identified appropriately below)

**PLANNING BOARD MEMBERS PRESENT:** Chair Pete Hallenbeck, and Planning Board members Maxecine Mitchell, Lisa Stuckey, Paul Guthrie, Herman Staats, Tony Blake, Andrea Rohrbacher, and H.T. "Buddy" Hartley

**PLANNING BOARD MEMBERS ABSENT:** Johnny Randall, James Lea, Stephanie O'Rourke

Chair Jacobs called the meeting to order at 7:05 pm.

**A. OPENING REMARKS FROM THE CHAIR**

Planning Board Chair Pete Hallenbeck had no opening remarks

**B. PUBLIC CHARGE**

The Chair dispensed with the reading of the public charge.

**C. PUBLIC HEARING ITEMS**

**1. Unified Development Ordinance (UDO) Text Amendment** – To review government initiated amendments to the Unified Development Ordinance (UDO) to change the existing standards for home occupations, modify and clarify existing regulations and definitions associated with home occupations, and allow for the exemption of special events organized or affiliated with a governmental or non-profit agency. The amendments also seek to find a balance between the trends for small home based businesses and the typical character and enjoyment of residential neighborhoods.

Ashley Moncado introduced this item and reviewed the following PowerPoint slides:

**Unified Development Ordinance**

**Text Amendment**

**Home Occupation Standards**

Quarterly Public Hearing

November 25, 2013

Item C1

## 1 Purpose

2 To hold a public hearing on a Planning Board and Planning Director initiated Unified  
3 Development Ordinance (UDO) text amendment regarding existing home occupation standards  
4 contained within the UDO. The amendment also involves the renumbering and reformatting of  
5 Sections 2.22, 5.4.3, and 5.5.3.

## 7 Background

- 8 • UDO Implementation Bridge report
  - 9 – Prepared in 2011 with the adoption of the UDO
- 10 • Planning Board's Areas of Interest
  - 11 – January 9, 2013 Planning Board meeting
- 12 • Board of County Commissioners
  - 13 – February 21, 2013 BOCC Retreat
  - 14 – May 14, 2013 BOCC Work Session

## 16 Existing Home Occupation Standards

- 17 • Identified Concerns and Issues
  - 18 – Standards are too limiting regarding:
    - 19 • Permitted number of employees
    - 20 • Square footage allowances
    - 21 • Permitted daily trip counts
  - 22 – Standards do not address permitting events
    - 23 • Orange County Open Studio Tour
  - 24 – Standards may be restricting the art community and operation of individual art  
25 studios

26  
27 Strive to create a reasonable balance between supporting home based businesses and  
28 protecting the character and enjoyment of residential neighborhoods

29 - Home Occupations/Neighbors

30 \* *Proposed uses exceeding home occupation regulations may apply for a conditional use permit  
31 or relocate to a commercial zoning district*

## 33 Planning Board

- 34 • July 10 Planning Board Meeting
  - 35 – Presentation of current standards and other local jurisdictions' standards
- 36 • September 4 Planning Board Meeting
  - 37 – Review of draft language and Section 419, Live/Work Units
- 38 • October 2 Ordinance Review Committee
  - 39 – Presentation and review of draft amendments
- 40 • October 16 Staff Meeting with the Planning Board Chair
  - 41 – Review of the Planning Board's recommendations
- 42 • November 2 Ordinance Review Committee
  - 43 – Presentation and review of amendments

## 45 Proposed Amendments

- 46 • Proposed Revisions to:
  - 47 – Section 2.22, *Home Occupations*
  - 48 – Section 5.4.3, *Special Events*
  - 49 – Section 5.5.3, *Home Occupations*
  - 50 – Article 10, *Definitions*

- 1 • Packet includes the proposed amendments in “track changes” format with explanatory
- 2 footnotes as needed
- 3 • Renumbering and reformatting of identified Sections

#### 5 **Proposed Amendments**

- 6 • Development of Two Home Occupation Categories
  - 7 – Minor
  - 8 – Major
- 9 • Minor Home Occupations
  - 10 – Staff review and approval
  - 11 – Permitted in all residential zoning districts
  - 12 – Increase in square footage threshold for residential dwelling units
  - 13 – Increase in square footage for accessory structures
  - 14 – Increase in number of onsite employees
  - 15 – Allow for an increase in the daily number of clients, customers, and students
  - 16 – Revised definition

#### 18 **Proposed Amendments**

- 19 • Major Home Occupations
  - 20 – Require a Class B Special Use Permit
  - 21 – Only permitted in the AR (Agricultural Residential) and R-1 (Rural Residential)
  - 22 zoning districts
  - 23 – Must be located on a parcel at least five acres in size
  - 24 – Square footage threshold for residential dwelling units and number of onsite
  - 25 employees determined by the approved Special Use Permit
  - 26 – Size of accessory structures based on acreage
  - 27 – Allow for daily number of clients, customers, and students
  - 28 – Require a private road maintenance agreement or driveway permit
  - 29 – Proposed definition
  - 30 – Proposed Amendments
- 31 • All Home Occupations
  - 32 – Removal of the daily trip maximum and delivery cap
  - 33 – Modification in measuring the weight of vehicles used in conjunction with the
  - 34 home occupation
  - 35 – Address reviewing and permitting of special events
    - 36 • Revisions to Section 5.4.3, *Special Events*
      - 37 – Allow for events planned, conducted, and affiliated with a non
      - 38 profit or government organization to be exempt from the Special
      - 39 Event and Class B SUP review process

#### 41 **Addressing Concerns and Issues**

##### 42 *Existing Standards*

43 Concern: Current standards are too limiting regarding:

- 44 - Permitted number of employees
- 45 - Square footage allowances
- 46 - Permitted daily trip counts

##### 48 *Proposed Standards*

- 49 - Allow for increase in number of onsite employees.
- 50 - Allow for increase in square footage allowances for residential dwelling units and
- 51 accessory structures

- 1 - Removal of the daily trip maximum and delivery cap
- 2 - Modification in the permitted weight of vehicles used in conjunction with the home
- 3 occupation

#### 4 *Existing Standards*

5 Concern: Current standards do not address the permitting of special events including the  
6 Orange County Open Studio Tour

#### 7 *Proposed Standards*

- 8
- 9
- 10 - Allow for the review and permitting of events through Section 5.4.3, *Special Events*
- 11 - Allow for the exemption of nonprofit or government organized events from the special
- 12 event and Class B Special Use Permit review process

#### 13 *Existing Standards*

14 Concern: Standards may be restricting the art community and operation of individual art studios

#### 15 *Proposed Standards*

16 Provide the capacity to support and accommodate individual art studios

- 17
- 18 - Development of a larger (major) home occupation category
- 19 - Increase in square footage allowances, number of onsite employees, daily trip counts,
- 20 visitors, and deliveries,
- 21
- 22 - Address the permitting of special events

#### 23 **Public Notification**

24 Completed in accordance with Section 2.8.7 of the UDO

- 25 - Newspaper legal ads for 2 successive weeks

#### 26 **Joint Planning Area Partners**

27 Proposed amendments provided on November 7, 2013

- 28 - No comments have been received.

#### 29 **Recommendation**

- 30 • To receive the proposal to amend the Unified Development Ordinance.
- 31 • Conduct the Public Hearing and accept public, BOCC, and Planning Board comment on
- 32 the proposed amendment.
- 33 • Refer the matter to the Planning Board with a request that a recommendation be
- 34 returned to the Board of County Commissioners in time for the January 23, 2014 BOCC
- 35 regular meeting.
- 36 • Adjourn the public hearing until January 23, 2014 in order to receive and accept the
- 37 Planning Board's recommendation and any submitted written comments.

38 Ashley Moncado said the two different categories are defined as follows:

39 Minor- Smaller scale home-based business operations in the residential neighborhood  
40 setting on smaller lots

41 Major- Larger home-based business operations in the rural/residential setting on larger tracts

42 Ashley Moncado said the minor home occupations will allow a square footage increase  
43 from 500 to 750 square feet, and accessory structures will be allowed an increase from 1000  
44 square feet to 1500 square feet.

45 She said the permitted non-resident employees will increase from 2 to 3, and the  
46 permitted visitors will increase to 3 at one time, not to exceed 6 per day.

1 Ashley Moncado said major home occupations will allow for up to 50 percent of the  
2 residential dwelling to be used toward the home occupation and will allow up to 6 non-resident  
3 employees on site.

4 She said accessory structures will be permitted up to 2500 square feet on tracts 5 to 10  
5 acres in size, and up to 3000 square feet on tracts 11 acres or more.

6 She said standards for the major home occupations will allow for 8 visitors at one time,  
7 not exceeding 15 per day.

8 Ashley Moncado noted that the load capacity standard for vehicles will be changed to a  
9 gross vehicle weight, and the revised standards will accommodate the use of standard and  
10 larger sized pickup trucks.

11  
12 *Andrea Rohrabacher arrived at 7:10 pm.*

13  
14 Planning Board Chair Pete Hallenbeck invited questions from the Board.

15  
16 Commissioner Gordon asked where section 419 of the building code is located.

17 Ashley Moncado said the reference to this is located at the end of the amendment form.

18 Commissioner Gordon said she is looking for the actual section.

19 Ashley Moncado said this was not included.

20 (Michael Harvey made copies of the missing document and distributed this to the  
21 Commissioners and the Planning Board.)

22 Commissioner Pelissier referred to the standards of evaluation on page 15. She noted  
23 the uses not permitted and the wording in section B regarding the standards of evaluation. She  
24 asked if it was possible for some of the non-permitted uses to actually meet the standards of  
25 evaluation.

26 She cited the example of a plumber who once resided in her neighborhood, but was not  
27 disruptive. She asked if standards of evaluation could be used, with no automatic non-permitted  
28 uses.

29 Ashley Moncado said this was a topic at the last planning board meeting. She said this  
30 language was in the UDO to prevent the possibility of a resident using their property as a main  
31 center and having too much storage or warehousing on site, or creating increased traffic count.  
32 She said the standards proposed tonight may be able to accommodate those uses and prevent  
33 them from being unpermitted. She said this is a topic for further discussion.

34 Commissioner Rich thanked the planning department for the robust conversation. She  
35 asked about the statement that prohibits the use of a home base for constructing or building  
36 anything. She asked if constructing bookcases for a client in a garage shop would be  
37 considered building something in a home based business.

38 Ashley Moncado said she did not believe this was prohibited in the UDO. She said there  
39 were concerns for operating a building construction contracting business out of the home. She  
40 said if someone came forward wanting to build furniture, this would be allowed if the resident  
41 met the regulations and did not exceed outdoor storage space or other standards.

42 Commissioner Price referred to the chart on page 2. She noted that the second blue  
43 box, under standards of evaluation says "body shop, hauling, and building."

44 Ashley Moncado said this is just a general comment as part of a summary chart to use in  
45 referencing the amendments in attachment 2.

46 Commissioner Price asked if these standards are for the rural buffer or the rural area in  
47 general. She said some of the standards are very restrictive and would not matter in a rural  
48 area. She questioned whether this might hurt rural people, rather than help them in the effort to  
49 open a home business.

1 Ashley Moncado said the major home occupations would not be permitted in the rural  
2 buffer, only in the AR and R1 zoning districts. She said the major home occupations language  
3 was modeled after language currently used for minor home occupation. She said the standards  
4 for landscaping are currently in place with all home occupations in the UDO.

5 Ashley Moncado referred back to the slide showing the balancing act of allowing and  
6 promoting the home based business while protecting neighbors and the rural residential  
7 character.

8 Commissioner Price said the neighbors in a rural area may be 2 miles down the road.  
9 She said this language seems to make life more difficult rather than easier.

10 She asked about the farm tour and whether this would be exempt like the arts tour.

11 Ashley Moncado said the farm tour would be considered agri-tourism, which would allow  
12 it to be exempt from the special event process.

13 Commissioner Dorosin asked if plumbing contracting is prohibited, and he asked what  
14 this means. He said it seems that the office portion of a home based plumbing business would  
15 be within the description of permitted occupations. He asked for clarification on what is  
16 prohibited by the contracting language.

17 Michael Harvey said the purpose of the prohibition is to prevent creation of a bone yard  
18 in residential districts. He said this happens when you have storage of materials, and  
19 employees continually travel back and forth from the home site to pick up materials and vehicles  
20 for a job. He said this policy prohibits mass storage of plumbing supplies and equipment. He  
21 said he has personally allowed plumbing businesses to have a home office. He said this policy  
22 is not being modified with this proposal.

23 Commissioner Dorosin asked for clarifications about home daycares. He said there are  
24 some people who provide daycare in their home, but it is not a formal business.

25 Michael Harvey said there are several different categories of daycare, and there are  
26 different permitting processes associated with those activities depending on the number of  
27 children. He said anyone wishing to run a home daycare must fill out a zoning compliance  
28 permit with the County planning department. He said a floor plan must be provided to show  
29 where the children would be located, and documentation must be provided to show the  
30 existence of the necessary outdoor play area of 75 square feet per child.

31 Michael Harvey said planning then coordinates with the health department to insure  
32 there is adequate septic to support the activity, and then a permit is issued. He said this is not  
33 treated as a home occupation; it is a listed permitted use of property, or a special use.

34 Commissioner Dorosin asked if this would be true for a daycare with three students or  
35 less.

36 Michael Harvey said the process would still have to be followed.

37 Chair Jacobs followed up on the question regarding farm tours. He said his  
38 interpretation of page 5 is that any non-profit is exempt.

39 Ashley Moncado said this is correct.

40 Chair Jacobs asked about the use of accessory structures and the requirement for these  
41 buildings to look like a residential structure. He said that barns do not look like a residential  
42 structures and may be located half a mile from the nearest neighbor. He asked if the strict  
43 appearance and landscape requirements would apply even to this.

44 Ashley Moncado said, based on this proposal, yes. She said those issues were not  
45 previously highlighted as a concern; therefore they were not addressed with the planning board.

46 Commissioner Gordon referred to page 15 - 2A and 2. She asked if a home occupation  
47 permit is required for a minor home occupation.

48 Ashley Moncado said yes.

49 Commissioner Gordon noted that some occupations are exempt. She asked if an event  
50 can be done without a permit.

1 Ashley Moncado said the highlighted item related to a telecommuting business, with no  
2 employees or customers coming to the site. She said a resident with an exemption would be  
3 able to take part in events through the special events process outlined in section 5.4.3.

4 Commissioner Gordon asked if this means there is no direct tie to having a home  
5 occupation permit and having an event.

6 Ashley Moncado said these are two separate things. She said there is currently no  
7 language in the UDO that specifies the means for holding an event. She said that language is  
8 now being provided, stating the events will be permitted for home occupations through section  
9 5.4.3. She said someone with an exemption from the home occupation process, would still be  
10 able to go through and get a special event permit through this process.

11 Commissioner Gordon said there would be no knowledge of whether the person had the  
12 parking or necessary requirements.

13 Ashley Moncado said there are size, structure and parking requirements that have to be  
14 met as part of the special event review process.

15 Commissioner Gordon asked how non-profits are defined.

16 Ashley Moncado said perhaps language needs to be added to reference non-profit  
17 status. She said the goal of non-profit exemptions is to allow community events that highlight  
18 the community or provide a service to the County.

19 Commissioner Gordon said language needs to be included to capture the required spirit  
20 of the non-profit.

21 Commissioner Price referred to page 16 and asked how the number of daily students  
22 and clients will be enforced.

23 Michael Harvey said special use permits will be issued and recorded at the register of  
24 deeds office. He said this requires the applicants to sign off on the design parameters. He said  
25 this will be a mutual agreement, and the permit can be revoked if it is violated.

26 Commissioner Dorosin said this is complaint driven.

27 Michael Harvey said it is complaint driven, but County staff also does periodic  
28 inspections.

29 Chair Jacobs asked if it is possible to differentiate between the 501c3 and other non-  
30 profits.

31 Ashley Moncado said this can be looked into.

32 Commissioner Pelissier asked about the buffers and the required screening of accessory  
33 structures, as listed on page 17. She said residences that don't have a business do not have to  
34 screen accessory structures.

35 Michael Harvey said that a single family residence does not have to establish a buffer to  
36 shield or separate an accessory structure. He said the fact that the property will have non-  
37 residential use means a buffer is required to insure that the non-residential use of that structure  
38 does not have a negative impact on adjacent property owners. He said staff does not feel that  
39 there should be an alteration of the current landscaping and screening requirements, as it  
40 serves a purpose and is warranted, given the non-residential use of the structure.

41 Commissioner Rich asked for examples of the minor uses that have been discussed with  
42 the planning board.

43 Planning Board member Tony Blake said this list included journalists, accountants, real  
44 estate agents, and piano teachers.

45 Pete Hallenbeck said this started with what might be called professional services, such  
46 as lawyers, architects, or consulting engineers. He said it came down to the traffic coming into  
47 the house. He said clients for these businesses may show up and not come back for several  
48 days, versus a home business where there may be 8 appointments a day. He said a lot of the  
49 discussions were driven by the impact of what you would see and hear, and how much traffic is  
50 generated.

1 Commissioner Price asked how this will affect farm based businesses, for example  
2 someone making jam to sell on the roadside.

3 Perdita Holtz said businesses located on a bonafide farm, making a value added product  
4 are exempt from zoning regulations. She said if it is not a bonafide farm, such as a person  
5 making jam in their home kitchen, environmental health permits would be required. She said  
6 this would be a home based business that requires a permit.

7 Commissioner Price asked if this means the person would still be able to sell in front of their  
8 home.

9 Perdita Holtz said a home occupation would not be able to sell in front of their house.

10 Commissioner Price referred to the traffic issue. She said her tax accountant works out  
11 of his home and has people drop taxes at his house. She said her neighbor generated more  
12 traffic from teenage boys and their friends coming and going than the tax collector generates  
13 from the business. She said she does not understand how traffic can differentiate.

14 Ashley Moncado said that can be a hard thing to regulate. She said the original  
15 numbers were much greater than those being submitted tonight. She said charts were created  
16 to show average trips. She said the original numbers proposed gave a number of upwards of  
17 160 trips per day resulting from a major home occupation. She said this is based on a worst  
18 case scenario of employees taking lunches, or a parent bringing children back and forth to piano  
19 lessons.

20 Ashley Moncado said those traffic counts were why the recommendations were reduced,  
21 in order to bring the counts down a little. She said an average single family residential unit will  
22 create 4-20 trips per day. She said the recommendations provided tonight go above that range  
23 to accommodate for family and business trips. She said the goal is to keep it in the appropriate  
24 range for a single family residential home.

25 Commissioner Gordon read the statement about creating a reasonable balance. She  
26 referred to page 7 and asked why this says home occupation would be promoted and  
27 encouraged. She gave the following alternative wording: "appropriate balance between  
28 supporting home based business and protecting the character and enjoyment of residential  
29 neighborhoods."

30 Ashley Moncado said the planning board's goal has been to promote home based  
31 businesses. She said the one sentence focuses on one side of it; however the goal is to focus  
32 on providing opportunities for residents to have a different means to conduct business through  
33 their home, but it also important to protect the character of residential neighborhoods.

34 Commissioner Gordon said use of the words promote and encourage, does not sound  
35 like a balance.

36 Ashley Moncado said this comes from the original goal. She said that one sentence  
37 does not encompass all of this.

38 Commissioner Dorosin said it has been out of balance in the other direction, and now  
39 the goal is to balance it by promoting home businesses. He said the pendulum often swings  
40 too far the other way when these kinds of corrections are made.

41 Commissioner Rich noted that no one from the public was in attendance. She asked if  
42 any input or comment was made at previous meetings or through emails.

43 Tony Blake said staff and board members spoke with neighbors and drew from personal  
44 experiences. He feels these businesses are an underappreciated part of the economy.

45 Pete Hallenbeck said there were no comments from the public. He said most of the  
46 planning board does some aspect of their work from their home.

47 Tony Blake said he works for corporation from home office, and he is exempt; however  
48 many of his neighbors do work from home businesses.

49 Commissioner Rich said many people today use their home to telecommute.

1 Tony Blake said that situation is exempt. He said the new technology makes this  
2 possible. He said margins have been cut because of the economy, and there is a lot of need  
3 and demand for this.

4 Commissioner Gordon said she has comments.

5 Pete Hallenbeck asked if there were any other questions before moving on to  
6 comments.

7 Commissioner Gordon said this much of this discussion is about the difference between  
8 major and minor home occupations and the smaller lots and residential areas versus the larger  
9 lots and rural areas. She said there is a lot of discussion about what kind of impact there will be.  
10 She said maybe the changes should be made in the major home occupations that involve a  
11 special use permit, because special conditions can then be accounted for.

12 She said she has been looking at some of the proposed changes for minor home  
13 occupations and the large size of the accessory structures. She said these structures are  
14 bigger than some houses. She feels there should be some kind of permitting process before  
15 getting into these bigger impacts. She feels the 500-700 square feet for minor is fine, but she  
16 questions going above 1000 square feet or 2 employees for minor home occupations.

17 Commissioner Gordon said people on small lots are more affected by what neighbors  
18 do. She said the difference is that there could be a neighbor creating a lot of impact, but not  
19 making any money. She said if money is being made; but your peace and tranquility is being  
20 compromised and your property values go down, then the balance has been exceeded.

21 She feels that it would be better to make increases and changes in the major home  
22 occupations versus the minor. She said if you are on 25 acres, the business is in the middle,  
23 and there is plenty of area for parking, no one is going to be bothered.

24 She feels the minor needs to be kept as is, and the changes should be made only to the  
25 major.

26 Commissioner Gordon said it is good to help the artists and photographers who are just  
27 doing work at their place. She said this is very different than someone having noise, odors,  
28 impact or storage issues that interfere with residential character.

29 Commissioner Dorosin said this needs to be thought of as economic development. He  
30 said economic development is not just about luring big businesses to come here. He said it is  
31 also about supporting home grown entrepreneurship and individual small business that can  
32 grow and become successful.

33 He said the lot size and homeowners association have to allow for the building of a 1500  
34 square foot accessory building. He said the purpose here is to control the impacts, such as  
35 noise, odor or impact, and it's not about controlling the building. He said he is encouraged by  
36 these changes, and this should be characterized as the economic development engine that it  
37 could be.

38 Commissioner Pelissier said she echoes what Commissioner Dorosin said. She said  
39 this is a great opportunity for economic development. She feels this shows that development is  
40 encouraged and does so in a way that is not disruptive to individual residences. She noted that  
41 these accessory structures are required to look like a residential structure. She said the issue is  
42 the noise and traffic; it is not about the occupation, but it is about the impact on neighbors.

43 Commissioner Pelissier said she does not want to make the rules so restrictive and she  
44 would like to see some more work done on this. She questioned why a home occupation on a  
45 major road would need 40 feet of trees or a fence for something that is not an eyesore. She  
46 feels there needs to be some more balancing to make it less difficult for some of the home  
47 occupations.

1 Chair Jacobs said he agrees more or less with what he has heard so far. He said he  
2 has some different feelings about the accessory buildings. He does not care what existing  
3 accessory buildings look like, as these are already in place and part of the neighborhood;  
4 however he feels that new accessory buildings should be required to meet the proposed  
5 standards.

6 He said the screening could be handled with set-backs that are appropriate for  
7 residential versus rural areas. He said it is difficult with only AR, but using a setback that would  
8 not work well in a smaller residential area would make it easier to avoid screening. He said a  
9 setback of 500 feet would obviously not be used on a smaller 1 acre lot, and the noise and light  
10 would not really impact neighbors, whereas a setback of 50 feet might allow disturbance. He  
11 said this might be a way to address the rural versus suburban areas.

12 Commissioner Price said these she has found some of these proposals to be too  
13 restrictive. She said asking a homeowner who is trying to make a living with a home based  
14 occupation to put in fences, landscaping and certain trees is a financial challenge. She said this  
15 is going overboard.

16 She said small businesses are a big part of the economic development scheme and  
17 should be encouraged. She understands the need to save the rural character, but she also  
18 wants to be fair to residents in the rural area.

19 Commissioner Price said she also thinks the language could be edited to be a little  
20 simpler.

21 Commissioner Rich said she is encouraged by this. She wonders how much of a live  
22 document this is. She questioned the steps to modify this if it is put in place and then  
23 adjustments need to be made.

24 Ashley Moncado said modifications can be made if neighbors complain, and this would  
25 be done using the protocol for proposing a text amendment.

26 Commissioner Rich asked if this would be true in the case of needing to give more  
27 leeway.

28 Ashley Moncado said yes, it would be open for examination by staff and the planning  
29 board.

30 Commissioner Rich asked if this would come about through public input.

31 Ashley Moncado said yes.

32 Commissioner Gordon said the goal is to create a balance. She said most of the issues  
33 could be addressed by making the changes to the major home occupations category and not  
34 making changes to the minor occupations. She said this allows things to be tailored through the  
35 special use permit process. She said this is not losing too much and it directs the intense  
36 development to the larger lots sizes in rural areas.

37 She said this about putting non-residential uses in residential areas, and the character of  
38 the residential areas needs to be considered.

39 Chair Jacobs said he does not disagree with much of what Commissioner Gordon has  
40 said; however he questions the existing standards for minor. He said the accessory structure  
41 screening is in there now, and he feels this should be more a function of the lot size than a  
42 blanket requirement. He is proposing a change to this.

43 Tony Blake said the goal in the original conversation was to align with Chapel Hill.

44 Ashley Moncado said Chapel Hill currently allows 35 percent of the floor area, or 750  
45 square feet, which is in line with the increase.

46 Pete Hallenbeck said the concept of character comes back to what you can see, hear,  
47 and smell, as well as the traffic involved. He said those are the things being addressed when  
48 balance is discussed. He said the example of teenage traffic activity may be more acceptable  
49 to residents because is an occurrence for only a finite amount of time.

1 He said there are many limits being played with in the effort to preserve character, such  
2 as size of structures, number of visits and size of trucks. He said there are many opinions, and  
3 there have been many discussions. He said the changes to the minor uses were designed to  
4 bring the various municipal and rural rules a little closer to the municipality rules.

5 Pete Hallenbeck said the size limits are interesting because there are two different kinds  
6 of rural character; one is where you have a farm with the normal and expected traffic and noise,  
7 and the other is a big lot residential community where no one wants that farm experience. He  
8 said this makes many of these decisions hard.

9 He referred to the plumbing example and said no one had a problem if a plumber simply  
10 owned a truck or two at their house. He said there is a point however, where the business  
11 would be big enough that it should be moved to an office park like Millstone Drive.

12 Pete Hallenbeck said he likes the idea of changing the goal of the document from  
13 promoting business to promoting a balance between business and residential. He said that  
14 wording will help people make better decisions for this living document in the future.

15 He said the other thing that everyone is wrestling with is balancing the impact more than  
16 restricting certain occupations. He likes the idea of screening and setbacks, and he said  
17 perhaps the planning board can look at this. He said perhaps a building that is 500 feet from  
18 the property would not need shrubbery.

19 Pete Hallenbeck said he has 1500 square feet of work space over the garage and 1000  
20 square feet in his basement, both used for different types of projects. He shares this as an  
21 example of that balancing act of putting a limit on square footage, putting a limit on the activities,  
22 or putting a limit on what can be seen, heard, or smelled, as well as the traffic count.

23 Lisa Stuckey thinks it makes more sense to get rid of the language on page 15 regarding  
24 the building businesses. She feels the language should focus more on the visual impact of the  
25 businesses. She thinks these home businesses should be invisible to neighbors

26 Paul Guthrie said he has had some questions, as reflected in the minutes. He said he  
27 has been skeptical, not of the concept, but of the specificity of the language. He said one  
28 example is the provision for barriers and buffers, which requires an 80 foot space between  
29 activities and neighbors. He said this is over half an acre and, coupled with other issues, puts a  
30 real barrier on people who want to operate on their own property.

31 He said ever time he reads this document he sees a new issue, and this tells him this  
32 process needs to be carefully considered. He said this can be accommodated with a  
33 reasonable degree of judicial flexibility, so as not to impede people's ability to make a living.

34 Paul Guthrie said this is just part of the working life today. He said 50 percent of his  
35 neighbors have been involved in a home business of some sort, and he has a daughter who  
36 telecommutes from London. He said this is symbolic of the new world we live in, and it must be  
37 thought through in coming to a final conclusion on this issue.

38 Maxecine Mitchell said she would like to address Commissioner Rich's question about  
39 public input. She said she is an average person, and she may start a home business. She  
40 does not want all of these restrictions so that she would potentially have to move out if the  
41 business did well. She also does not want to discourage other people from creating a business.

42 Ashley Moncado proposed a revision to the recommendation. She requested this be  
43 brought back to the February 18<sup>th</sup> meeting, in order to allow time to work with the planning board  
44 to address the concerns highlighted tonight.

45 Chair Jacobs said this seems more practical.

46  
47 A motion was made by Renee Price, seconded by Commissioner Rich:

- 48 • To receive the proposal to amend the Unified Development Ordinance.
- 49 • Conduct the Public Hearing and accept public, BOCC, and Planning Board comment on  
50 the proposed amendment.

- 1 • Refer the matter to the Planning Board with a request that a recommendation be  
2 returned to the Board of County Commissioners in time for the February 18, 2014 BOCC  
3 regular meeting.  
4 • Adjourn the public hearing until February 18, 2014 in order to receive and accept the  
5 Planning Board's recommendation and any submitted written comments.  
6

7 VOTE: UNANIMOUS  
8

9 Chair Jacobs asked if there is a list of the people who have home occupation permits.  
10 He asked if these people can be notified that an ordinance is being considered. He said the  
11 public hearing is adjourned, but perhaps these residents could attend the planning board  
12 meeting. He said it might be smart to anticipate the comments that could come after changes  
13 are made.

14 Michael Harvey said any additional comments would need to be in writing, since the  
15 public hearing is closed.

16 Chair Jacobs suggested sending post cards to notify residents of what is happening and  
17 directing them to a web address for submission of written comments. He said he recognizes  
18 that there may be thousands of these people.

19 Ashley Moncado said staff will have to look at what resources are in place to be able to  
20 do this.

21 Commissioner Gordon said she thinks this letter is a good idea.

22 \*\*\*\*\*  
23

24 Barry Jacobs, Chair  
25

26 David Hunt  
27 Deputy Clerk to the Board  
28

Approved 1/8/2014

Excerpt of Minutes

MINUTES  
ORANGE COUNTY PLANNING BOARD  
DECEMBER 4, 2013  
REGULAR MEETING

**MEMBERS PRESENT:** Lisa Stuckey, Chapel Hill Township Representative; James Lea, Cedar Grove Township Representative; Herman Staats, At-Large, Cedar Grove Township; Paul Guthrie, At-Large Chapel Hill Township; Buddy Hartley, Little River Township Representative; Tony Blake, Bingham Township Representative;

**MEMBERS ABSENT:** Johnny Randall, At-Large Chapel Hill Township; Andrea Rohrbacher, At-Large Chapel Hill Township; Stephanie O'Rourke, Eno Township Representative; Maxecine Mitchell, At-Large Bingham Township; Peter Hallenbeck (Chair), Cheeks Township Representative; Vacant- Hillsborough Township Representative;

**STAFF PRESENT:** Craig Benedict, Planning Director; Michael Harvey, Current Planning Supervisor; Perdita Holtz, Special Projects Coordinator; Ashley Moncado, Special Projects Planner; Tina Love, Administrative Assistant II

**OTHERS PRESENT:** Jay Hitchens

\*\*\*\*\*

**Agenda Item 8: Unified Development Ordinance (UDO) Text Amendment – Home Occupations:** To discuss the issues raised at the November quarterly public hearing on Planning Board – Planning Director initiated amendments to the Unified Development Ordinance (UDO) to change the existing standards for home occupations, modify and clarify existing regulations and definitions associated with home occupations, and allow for the exemption of special events organized or affiliated with a government or non-profit agency and to decide on a course of action for revisions to the proposed amendments.

**Presenter:** Ashley Moncado, Special Projects Planner

Herman Staats: Are there any monetary values that guide whether something is considered an occupation?

Ashley Moncado: I have not seen anything in my research that puts a value on it.

Paul Guthrie: It is a big question in terms of the revised definition of what was covered but also because you are technically out of compliance or illegal if you have one visitor and one retail sale out of your house the way this is written. I think the definition is vague because the way it is worded and it pales behind the question of how many transactions is the planning staff going to have to handle, and with these definitions there will be thousands.

Ashley Moncado: The purpose of this item is to be able to review the comments from the quarterly public hearing and receive feedback from you to provide a proposal for review at the January Planning Board meeting.

*Ashley Moncado reviewed the list of comments.*

Paul Guthrie: We have a home business in our house, my daughter works full time in her house in Orange County. I want to zero in on the standards of evaluations of all home occupations in paragraph in red on page 40. That statement by its character would suggest that if any one of those things occurred in your business you would be required to file for at least a minor permit?

Ashley Moncado: Correct. Our intention of writing the on-site retail sales...what you are describing is that she is not welcoming anyone on to the site. Everything is done online or on the phone.

Approved 1/8/2014

54 Paul Guthrie: What about the internet sale.

55

56 Ashley Moncado: If you are looking at internet sales and no one is being welcome on site then they would be  
57 exempt. As soon as you welcome people on the site and have a sales transaction, then you would have to go  
58 through a minor home occupation.

59

60 Paul Guthrie: I went back to the UDO and in the context of this language that is what flagged this immediately. I  
61 think we need to be careful as we expand this.

62

63 Tony Blake: I was reading the Carrboro response on page 31 and they brought up a couple of issues that were  
64 transitive issues from allowing the other home base business and it talks about how many people and how many  
65 vehicles and their security. These are the types of small businesses under the radar out there and I don't want to  
66 discourage them. We need to find a way to fix that.

67

68 Herman Staats: If this is a planning issue where we consider use of property, etc. then the implementation of it and  
69 what guides that implementation is the question. Are we asking for links or copies of tax returns? How do we  
70 implement this? If for farming, you have to have a dollar amount to be classified as a farm.

71

72 Perdita Holtz: Can I clarify that point. It is no longer the case that you have to have a certain level of sales to be  
73 classified a bona fide farm; the state legislature changed it last year. There is no longer a minimum amount.

74

75 Herman Staats: My point is about being tax exempt with a certain dollar amount that defines that you a real farm  
76 and deserve a tax exempt status. Is it the purpose of this permitting process to make someone selling a hundred  
77 bucks a year to get a permit? Are there guidelines?

78

79 Paul Guthrie: The only difficulties are sales is very different in terms of that one sale.

80

81 Lisa Stuckey: A lot of sole proprietorships aren't tax exempt. I don't know where to draw the line. How onerous is  
82 the process we have developed?

83

84 Michael Harvey: Under the current process, which is what the minor will end up being, the application package  
85 requires the applicant show us the property using a plot plan, provide a floor plan of your house, and a detailed  
86 narrative explaining the operations of the home based business. We can typically handle an application within 30  
87 minutes if you want to wait for it, you pay your \$90 application fee, we send you the approval packet, you sign it and  
88 you are on record as having the permit being issued.

89

90 Lisa Stuckey: Is there an annual fee?

91

92 Michael Harvey: No.

93

94 Paul Guthrie: This is a backdoor business license.

95

96 Perdita Holtz: No, it is a land use regulation.

97

98 Tony Blake: We are interested in the impact on their property and their neighbors. The function of planning is to  
99 say, we are looking for innovation, we shouldn't hobble it. The rest of the regulation is for another department.

100

101 Lisa Stuckey: If it is basically invisible to the neighbors, how much impact is that having on the neighbors?

102

103 Tony Blake: We are allowing some of these subdivisions to come in and they are next to a farm, it's like the guy  
104 moving next to the airport and complaining about the planes.

105

106 Lisa Stuckey: On page 40, I would like to get rid of 2A, 3A and 6. I think it is very inappropriate.

Approved 1/8/2014

107  
108 Ashley Moncado: To be clear, this isn't about the office space but the day to day operations they would be allowed  
109 to operate.  
110  
111 Lisa Stuckey: I think with number 2A4 that it shouldn't be visible. Something should be added for visible impact.  
112  
113 Craig Benedict: There is a standard for normal storage for home occupations license which is 500 square feet. As  
114 long as that is screened, you are saying it is ok.  
115  
116 Herman Staats: I am still concerned about implementation.  
117  
118 Tony Blake: What is the definition of a business?  
119  
120 Craig Benedict: If someone is claiming it as a business, and they have to meet tax laws, then they should have a  
121 home occupation license.  
122  
123 Paul Guthrie: You just brought in all the telecommuters with that last phrase.  
124  
125 Tony Blake: The way people find out is if there is a complaint issue.  
126  
127 Perdita Holtz: Michael uses his discretion to find that out.  
128  
129 Michael Harvey: The goal of the UDO is not to stop Lucy Van Pelt from selling lemonade but allow reasonable use  
130 of property so that your reasonable use doesn't impact your neighbors. If you have an incidental home occupation,  
131 selling a tree they cut down, does that activity rise to a level of business requiring the submitted of a home  
132 occupation permit application for review and approval? Not unless you do it every day.  
133  
134 Ashley Moncado: We can look into adding language regarding no visible disturbance impact. If that is included,  
135 would you see there would not be a need for landscaping and buffering or keep that intact?  
136  
137 Lisa Stuckey: I don't know. To me that is a little bit of protection.  
138  
139 Ashley Moncado: If you exceed the setback standard, and you go beyond that you would not have provide  
140 landscaping.  
141  
142 Craig Benedict: There was also a lot size involved.  
143  
144 Paul Guthrie: How will you enforce this if it approved?  
145  
146 Craig Benedict: We are permitting this amount; we know there is this amount. By this ordinance, we are allowing  
147 this to happen or bringing more into compliance. We think we have resolved a lot of issues more than creating  
148 issues. The implementation, we are doing public outreach, we may do a phase in but it is not going to be a hard  
149 handed implementation because rural lifestyles are engrained. This will be a soft implementation.  
150  
151 Lisa Stuckey: You look this up, an accessory business use which is owned or operated. That is the definition. Is it  
152 helpful for you to have a more concrete definition or is that adequate?  
153  
154 Craig Benedict: We like to be as specific as possible.  
155  
156 Herman Staats: If this is put in place to provide more leverage in the case where it is needed for resolution of  
157 complaints, then this will serve its purpose.  
158

Approved 1/8/2014

159 Tony Blake: I didn't want to outlaw people who were not bothering anyone. I think the County wants to encourage  
160 development.

161  
162 Ashley Moncado: Any more comments?

163  
164 Craig Benedict: We will have to see how these revisions you suggested are incorporated into the text and Ashley  
165 will bring it back next month for a formal vote.

166  
167 Ashley Moncado: After the Planning Board votes on this item in January 2014, it will go to the BOCC in February  
168 2014.

169  
170 Tony Blake: Did you make any attempt to address Alice's concern about the size of the building in the minor?

171  
172 Ashley Moncado: That was commented on for Board discussion tonight.

173 \*\*\*\*\*

**DRAFT****MINUTES****ORANGE COUNTY PLANNING BOARD  
JANUARY 8, 2014  
REGULAR MEETING**

1  
2  
3  
4  
5  
6  
7 **MEMBERS PRESENT:** Peter Hallenbeck (Chair), Cheeks Township Representative; Maxecine Mitchell, At-Large  
8 Bingham Township; James Lea, Cedar Grove Township Representative; Herman Staats, At-Large, Cedar Grove  
9 Township; Paul Guthrie, At-Large Chapel Hill Township; Buddy Hartley, Little River Township Representative; Tony  
10 Blake, Bingham Township Representative; Johnny Randall, At-Large Chapel Hill Township;

11  
12  
13 **MEMBERS ABSENT:** Lisa Stuckey, Chapel Hill Township Representative; Andrea Rohrbacher, At-Large Chapel Hill  
14 Township; Vacant- Hillsborough Township Representative; Vacant – Eno Township Representative

15  
16  
17 **STAFF PRESENT:** Craig Benedict, Planning Director; Michael Harvey, Current Planning Supervisor; Perdita Holtz,  
18 Special Projects Coordinator; Ashley Moncado, Special Projects Planner; Tina Love, Administrative Assistant II

19  
20 \*\*\*\*\*

21 **Agenda Item 8: Unified Development Ordinance (UDO) Text Amendment – Home Occupations:** To  
22 make a recommendation to the BOCC on Planning Board – and Planning Director – initiated  
23 amendments to the Unified Development Ordinance (UDO) to change the existing standards  
24 for home occupations, modify and clarify existing regulations and definitions associated with  
25 home occupations, and allow for the exemption of special events organized or affiliated with  
26 a government or non-profit agency. This item was heard at the December 4, 2013 Planning  
27 Board meeting.

28 **Presenter:** Ashley Moncado, Special Projects Planner

29  
30 Ashley Moncado reviewed abstract

31  
32 Paul Guthrie: First the disclaimer that I give every time that we in our household have an interest in small business.  
33 I have had a lot of questions with this and I have one particular thing that I want to raise which is not new but I want  
34 to raise it again. That is for minor home occupations, no matter whether you have one customer per year or 500,  
35 you have to pay \$90 to the planning department for the privilege of having a license. I have real problems with that  
36 with certain occupations those defined as minor home occupations. I have a little bit of problem but not as much  
37 with the requirement of a plot plan if it has to be done professionally. I had suggested earlier that it should be  
38 sufficient in residential home to use what is on the GIS system as a sketch of the property and indicate on that  
39 whether or not that would be viable. I would hope there could be some accommodation especially for extremely  
40 small line of business so that it doesn't become a big paperwork jungle in order to file.

41  
42 Pete Hallenbeck: Well, Mr. Harvey do you have a comment on that?

43  
44 Michael Harvey: As I've indicated before, a plot plan is a simple drawing that you can use the GIS map system, it's  
45 actually listed that way in the Unified Development Ordinance. It's not a professionally prepared site plan. The \$90  
46 dollar fee is a one-time application fee. There are application fees for everything you have to do and this is a one-  
47 time fee that you have to pay. I don't believe it is burdensome and I don't believe it is unnecessary and I believe we  
48 are within our right to charge the fee.

49  
50 Paul Guthrie: I'm not going to follow with the natural comment other than to say, I believe that to be a burden on  
51 people trying to start a small business in a residence and I think as a matter of public policy, giving the nature of the  
52 changing of the economics in this society, that we ought to be very careful about how we do this. That was one set  
53 of comments. My personal opinion and I think everybody has heard me before on the record, my personal opinion  
54 is you will have massive ignoring of this. What will come will be selective enforcement. I'm not comfortable with

**DRAFT**

55 selective enforcement. I think when you have enforcement, you enforce those are not in compliance but the  
56 enforcement actions and the litigation etc. that will follow will take precious time from the planning department and  
57 the legal hypothesis of the County on this and I question that in the area of minor home occupation. I think with that  
58 I'll let others comment.

59  
60 Herman Staats: I have no comments, I thought it was nicely done and it has been discussed here many times so I  
61 have no other comments.

62  
63 James Lea: No comments at this time.

64  
65 Buddy Hartley: I don't have any problems with the standards set.

66  
67 Maxecine Mitchell: I agree with them.

68  
69 Tony Blake: I reread it and I don't have any issues with it. I think it is well put together.

70  
71 Johnny Randall: I read it and I couldn't find anything of concern. However, what Paul just brought up, so in terms of  
72 people not conforming to these regulations, how is it going to be enforced? Is it going to just create contempt for  
73 the law for people who don't think they can be caught?

74  
75 Pete Hallenbeck: Let me throw my two cents on that and then see what Michael says. I think what you said is very  
76 true. You have all these ordinances and there are always people who are going to fly under the radar and do what  
77 they want but I think part of the goal here is that if somebody is doing that and it is bothering their neighbors there is  
78 a recourse. I don't know how you get people to follow the rules, it is very difficult, but I do like the fact that at least  
79 they are there. It is very difficult to call out a neighbor, it's a catch22, we all want to be able to do what we can but  
80 we like to be able to stop someone else if it is bothersome to us.

81  
82 Pete Hallenbeck: Michael, does that pretty much jive with what.....

83  
84 Michael Harvey: I'm not going to add anything. Thank you though.

85  
86 Pete Hallenbeck: I have two things, one is a question about 5.4.3 special events where it talks about arts and  
87 cultural special events in particular it calls out the Orange County Open Studio Tour. The other thing that I am  
88 familiar with is the farm tour.

89  
90 Ashley Moncado: That is exempt, that would be considered part of a bona fide farm and considered agricultural  
91 and covered under a different set of rules.

92  
93 Tony Blake: But that just an example.

94  
95 Ashley Moncado: Yes, it is being used as an example. That was specifically called out as an example but also to  
96 highlight it as well.

97  
98 Pete Hallenbeck: That's fine but by throwing it in there seemed odd to have an ordinance call out a specific event  
99 instead of making it in general so I wanted to make sure it was an example.

100  
101 Ashley Moncado: We could add "for example".

102  
103 Paul Guthrie: That's about a 100, anywhere from 90 to 120 artists, who once a year open up their studios in their  
104 residences by in large for the tour over two day for two weeks. Every one of those artists will have to pay \$90.

105  
106 Pete Hallenbeck: So does this get back to your \$90 concern then?

107  
108 Paul Guthrie: That's one of them but it's much more delicate than that.

**DRAFT**

109

110 Pete Hallenbeck: My second comment on this is on the minor home occupation, the 750 sq. ft. limit is interesting, it  
111 takes me out of the game for the sq. footage I have in my house. It takes room to have a machine shop and test  
112 benches and rooms for parts and electronics and I don't think how much of your home you use is something that  
113 impacts your neighbors. However, I'll also point out that as an ordinance it is pretty nice because if that really  
114 bothered me I could apply for a major home occupation and there is a mechanism to do that. That brings me to my  
115 last comments and I can't remember an ordinance that had so many lines in the sand that were being discussed.  
116 We talked about sq. footage, number of trips, setbacks, what activity you can do, number of visits, size of vehicles,  
117 and it is quite extraordinary for this Board to deliberate something that has so many different thresholds and lines in  
118 the sand. I think it makes it a very difficult thing to discuss. Those are all my comments. Doesn't anybody have  
119 anything thing else to add?

120

121

122 **MOTION** by Tony Blake to recommend to the County Commissioners to accept this recommendation with comments.  
123 Seconded by James Lea.

124 **VOTE: PASSED 7-1** (Guthrie opposed)

125

126 Paul Guthrie: I believe that with this ordinance we are moving into an area that we are not prepared to deal with and  
127 I think that while the intention is good, if you read the language carefully, especially when you start picking up the  
128 UDO and reading the references, that it exposes the County to some great difficulty, that's point one. Point two, due  
129 to the current economic situation, the more and more independent, small businesses erupting whether they start in  
130 the garage in California and become a billion dollar corporation or whether they start in a garage in Orange County  
131 and become a fifty thousand dollar organization, this can and may, if not administered in a very careful way, an  
132 inhibition to economic development and to small business. I would much prefer to see the County develop a small  
133 business license system using some of these definitions than to smuggle it through under a regulation of the use of  
134 an individual residential property. With my own experience, two different enterprises in our family, one which falls  
135 under this and one which does not, I would vote no.

136

\*\*\*\*\*

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 18, 2014

**Action Agenda  
Item No. 5-b**

**SUBJECT:** Safe Routes to School (SRTS) Strategic Action Plan – Continuation of Public Hearing to April 15, 2014

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**DEPARTMENT:** Planning and Inspections

**PUBLIC HEARING: (Y/N)**

Yes

**ATTACHMENTS:**

1. Amendment Outline Form

**INFORMATION CONTACT:**

Abigaile Pittman, Transportation/Land Use Planner, 245-2567  
Tom Altieri, Comprehensive Planning Supervisor, 245-2579  
Craig Benedict, Director, 245-2585

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**PURPOSE:** To continue the public hearing on the Safe Routes to School (SRTS) Strategic Action Plan required for implementing a Safe Routes to School program in Orange County to April 15, 2014.

**BACKGROUND:** This item was presented at the November 19, 2013 Board of County Commissioners (BOCC) meeting where the public hearing was adjourned to February 18, 2014 to obtain a recommendation from the Orange Unified Transportation Board (OUTBoard), and to receive comments and actions from Orange County Schools and the Town of Hillsborough.

This item was reviewed and recommended for approval by the OUTBoard at its December 18, 2013 meeting. However, due to agenda demands, Orange County Schools rescheduled its meeting date for consideration of the SRTS Plan to February 24, 2014; and the Town of Hillsborough rescheduled its meeting date to March 10, 2014 to allow for prior discussion of the issue of sidewalk maintenance at the February 27, 2014 Joint Orange County/Town of Hillsborough meeting.

The public hearing needs to be continued to April 15, 2014 to allow time for the rescheduled meeting dates of Orange County Schools and the Town of Hillsborough, and to also provide staff sufficient time to assemble the necessary materials for the BOCC to take action (i.e., OUTBoard minutes, and notes on actions of the School Board and Hillsborough Town Board).

**FINANCIAL IMPACT:** There is no financial impact from the rescheduling of this item.

**RECOMMENDATION(S):** The Manager recommends the BOCC take the following actions:

1. Open the public hearing, and
2. Continue the hearing by adjourning it to **April 15, 2014** in order to receive comments and actions from Orange County Schools and the Town of Hillsborough, a recommendation from the OUTBoard, and any submitted written comments.

# COMPREHENSIVE PLAN/ FUTURE LAND USE MAP AND UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENT OUTLINE

## A. AMENDMENT TYPE

### Map Amendments

- Land Use Element Map:  
From: ---  
To: ---
- Zoning Map:  
From: - --  
To: ---
- Other:

### Text Amendments

- Comprehensive Plan Text:

- UDO Text:

- UDO General Text Changes
- UDO Development Standards
- UDO Development Approval Processes

- Other: Safe Routes to School (SRTS) Action Plan

## B. RATIONALE

### 1. Purpose/Mission

The purpose of the SRTS program is to:

- Enable and encourage children, including those with disabilities, to walk and bicycle to school;
- Make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and
- Facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools.

The NC SRTS Program works with schools, local governments and agencies, advocacy and non-profit organizations, and public health professionals at a

grassroots level to identify improvements that can help make bicycling and walking to and from school a safe and healthy transportation alternative. Orange County received a SRTS Strategic Action Plan Service Award in July 2008 for planning assistance to prepare an Action Plan for Grady A. Brown Elementary School, Cameron Park Elementary School and C.W. Stanford Middle School. In 2009 NCDOT contracted Greenways, Incorporated and Greene Transportation Solutions to work with County staff, local agency representatives, School Team leaders and principals of the three schools to identify non-motorized infrastructure improvements that enhance safety for walking and bicycling.

The Plan development process included a visioning and goals session and map working session with the project staff, steering committee, and consultants. This was followed by comprehensive fieldwork and a public workshop that sought input from residents, including parents, teachers, principals, children, Town of Hillsborough staff, and Orange County staff. This input and analysis led to the development of a draft plan that consisted of an analysis of existing conditions, and recommendations in the program's framework of engineering, education, encouragement, enforcement, and evaluation (the essential '5 E's' of the program).

## 2. **Analysis**

*Additional analysis will be part of the subsequent evaluation and approval of project implementation actions.*

## 3. **Comprehensive Plan Linkage (i.e. Principles, Goals and Objectives)**

Chapter 9: Transportation Element Goals 1, 2, 3 and 4 and their supporting objectives address a multi-modal transportation system, promotion of public health and safety, and transportation planning that serves development. Several objectives specifically speak to the provision of bikeways and walkways.

## 4. **New Statutes and Rules**

N/A

# C. PROCESS

## 1. **TIMEFRAME/MILESTONES/DEADLINES**

- a. Completion of Final Draft Plan by Consultant and NCDOT

December 2012

- b. Orange County BOCC/Town of Hillsborough Commissioners Joint Meeting Updates

February 24, 2011

February 21, 2013

- b. BOCC Authorization to Proceed

April 9, 2013 (Initial adoption steps):

- Joint staff planning meetings with Orange County Schools and the Town of Hillsborough;
- Meetings with the Orange County School Board and the Town of Hillsborough Town Board to provide information and receive endorsement to proceed; and
- The completion of updates to the draft SRTS Action Plan pertaining to the review of local planning document resources, federal and state funding sources, depicted school district boundaries, and general corrections such as the spelling of some road names, etc.

October 15, 2013 (adoption steps)

c. Joint Staff Meeting with Orange County Schools and the Town of Hillsborough

On April 30, 2013 Planning staff met with staff from the Town of Hillsborough, Orange County Schools, Orange County Health Department, and representatives from the state Community Transformation Grant program (a related program and possible funding source). Additional conversations and meetings occurred in May, June and July to discuss the progress of pre-adoption steps;

d. Meet with Orange County School Board and the Town Board of Hillsborough to Brief and Receive Approval for Initial SRTS Adoption Steps

On May 28, 2013 Planning staff presented an overview of the SRTS Action Plan and proposed pre-adoption steps to the Orange County School Board and received its endorsement.

On June 10, 2013 Planning staff presented an overview of the SRTS Action Plan and proposed pre-adoption steps to the Town of Hillsborough Board and received its endorsement.

e. Staff Editing of Draft SRTS Action Plan

Planning staff made minor edits to the Draft SRTS Action Plan through August pertaining to the review of local planning document resources, federal and state funding sources, revisions to depicted school district boundaries, and general corrections such as the spelling of some road names, etc. No revisions were made to project recommendations developed by the Plan steering committee.

f. BOCC Public Hearing

November 19, 2013 (OUTBoard members encouraged to attend)

g. Orange County Schools Adoption Consideration

February 24, 2014

h. Town of Hillsborough Adoption Consideration

March 10, 2014

i. BOCC Adoption Consideration

April 15, 2014

## 2. PUBLIC INVOLVEMENT PROGRAM

The Plan development process included a public workshop completed in April 2008 that sought input from residents, including parents, teachers, principals, children, Town of Hillsborough staff, and Orange County staff.

a. Advisory Boards:

OUTBoard - March 20, 2013 update

OUTBoard – December 18, 2013 review and recommendation

b. Local Government Review:

Town of Hillsborough, as noted in  
Section C.1. above

c. Notice Requirements

Not required for these adoption steps

d. Outreach:

General Public: The Plan development process included a public workshop completed in April 2008 that sought input from residents, including parents, teachers, principals, children, Town of Hillsborough staff, and Orange County staff.

Small Area Plan Workgroup: N/A

Other: Joint staff meetings with Orange County Schools and the Town of Hillsborough; and meetings with the Orange County School Board and the Town Board of Hillsborough.

**FISCAL IMPACT**

Other than staff time, there is no financial impact associated with receiving, considering and authorizing the staff to proceed with adoption steps for the SRTS Action Plan.

**D. AMENDMENT IMPLICATIONS**

N/A

**E. SPECIFIC AMENDMENT LANGUAGE**

N/A

**Primary Staff Contact:**

Abigaile Pittman

Planning Department

(919) 245-2567

abpittman@orangecountync.gov

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 18, 2014

**Action Agenda**

**Item No.** 6-a

**SUBJECT:** MINUTES

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**DEPARTMENT:**

**PUBLIC HEARING: (Y/N)**

No

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**ATTACHMENT(S):**

Draft Minutes

**INFORMATION CONTACT:**

Donna Baker, 245-2130

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**PURPOSE:** To correct and/or approve the minutes as submitted by the Clerk to the Board as listed below:

November 25, 2013

Joint Dinner Meeting- BOCC/Planning Board  
(5:30pm)

December 10, 2013

BOCC Regular Meeting

**BACKGROUND:** In accordance with 153A-42 of the General Statutes, the Governing Board has the legal duty to approve all minutes that are entered into the official journal of the Board's proceedings.

**FINANCIAL IMPACT: NONE**

**RECOMMENDATION(S):** The Manager recommends the Board approve minutes as presented or as amended.

1  
2  
3 DRAFT

4 **MINUTES**  
5 **BOARD OF COUNTY COMMISSIONERS / PLANNING BOARD**  
6 **DINNER MEETING**  
7 **NOVEMBER 25, 2013**  
8 **5:30pm**  
9

10 The Orange County Board of Commissioners and the Orange County Planning Board  
11 met for a dinner meeting on Monday, November 25, 2013 at 5:30 p.m. at the Link Government  
12 Services Center, Hillsborough, N.C.  
13

14 **COUNTY COMMISSIONERS PRESENT:** Chair Barry Jacobs and Commissioners Alice M.  
15 Gordon, Bernadette Pelissier, Renee Price and Penny Rich

16 **COUNTY COMMISSIONERS ABSENT:** Earl McKee and Mark Dorosin

17 **COUNTY ATTORNEY PRESENT:** John Roberts

18 **COUNTY STAFF PRESENT:** Interim County Manager Michael Talbert and Clerk to the Board  
19 Donna Baker (All other staff members will be identified appropriately below)

20 **PLANNING BOARD MEMBERS PRESENT:** Chair Pete Hallenbeck, and Planning Board  
21 members, Lisa Stuckey, Paul Guthrie, Herman Staats, Maxecine Mitchell, Tony Blake, and H.T.  
22 "Buddy" Hartley

23 **PLANNING BOARD MEMBERS ABSENT:** Andrea Rohrbacher, Johnny Randall, Stephanie  
24 O'Rourke, and James Lea  
25

26 Chair Jacobs called the meeting to order.

27 Chair Jacobs noted that Commissioner McKee and Commissioner Dorosin could not  
28 attend tonight, and Commissioner Gordon would be late.  
29

30 **1) Opening Remarks**

31  
32  
33 **2) Comprehensive Plan, UDO Implementation Bridge, Other Areas of Interest (see**  
34 **Attachment)**

35 **a. Planning Board Prioritization (Pete Hallenbeck/Craig Benedict)**

36 **b. Staff Capacity**  
37

38 Planning Board Chair Pete Hallenbeck said the board is coming out of the UDO tunnel  
39 after being focused on stage one and stage two. He said the board has been working on some  
40 deferred issues in the implementation bridge and bucket list, and some of these items are listed  
41 in the packet.

42 He said the board is also being driven by a lot of state law changes. He noted that cell  
43 towers were a big topic two years ago, and now changes have been made, and three towers  
44 have been planned for the County.

45 Pete Hallenbeck referred to the discussions on home occupations and noted that three  
46 quarters of the planning board does something at home that is related to work.

47 He said emergency access is on the list, to make sure fire apparatus can get in where  
48 needed.

49 He said, two years ago the former chair brought up the need to get ahead of the adult  
50 entertainment business, and work is being done on that.

1 Chair Jacobs brought up a couple of items that have come up and are of particular  
2 interest to the Commissioners. He said Agricultural Enterprises was discussed at the recent  
3 Assembly of Governments (AOG) meeting. He said there were varying opinions regarding an  
4 expedited process for accessory agricultural uses and whether this was appropriate in the rural  
5 buffer. He said some of the discussion was about making sure the planning board and the  
6 agricultural board had an opportunity to weigh in on these ordinances. He said he subsequently  
7 received an email from the planning department, which everyone has looked at.

8 Chair Jacobs asked if there was any information that the Planning Board wished to  
9 communicate to the towns. He noted some of the concerns about depleting water or sewer. He  
10 said there are several things that needed more explanation, and he suggested this might be  
11 covered at the quarterly public hearing in February.

12 He said another issue is the Eno Economic Development District (EDD). He said the  
13 Board of County Commissioners just passed a resolution that addressed the concerns people  
14 felt about N.C. Highway 10. He said the Board plans to send a letter to the petitioners who  
15 oppose the EDD, explaining that the concerns about Old NC 10 are being addressed.

16 Chair Jacobs said rural clustering was discussed at the retreat last year. He said it is  
17 difficult to achieve any kind of density in rural Orange County, whether it is in the rural buffer or  
18 not. He said discussions centered on ways to have density where there are activity nodes. He  
19 said there is no mechanism for considering alternative systems other than water and sewer or  
20 well and septic tanks. He said Orange County has been resistant to putting any type of  
21 treatment plant anywhere.

22 Chair Jacobs said he hopes to have a conversation about affordable housing in the  
23 mixed use and economic development districts. He said this is an area where some affordable  
24 units could be negotiated.

25 Chair Jacobs opened the floor for additional comments.

26 Commissioner Rich said there was a robust conversation at the AOG meeting regarding  
27 what goes on in the rural buffer areas, so clearly this is a topic of concern. She is glad the  
28 County is engaging Chapel Hill and Carrboro

29  
30 *Maxecine* Mitchell arrived at 5:52 pm.

31  
32 Paul Guthrie said he spent much of his career managing state agency funding of water  
33 and sewer projects in the early days of the clean water act. He said one of the biggest  
34 problems occurred in a county that had a high number of septic tanks, many of which were not  
35 in operation. He said the challenge was figuring out how to retrofit that county for some sort of  
36 sewage and water supply. He said Orange County is not to that level of density, but this needs  
37 to be considered as the density and population increases.

38 Chair Jacobs said the land use plan that was adopted in 1981 pretty much defines  
39 where water and sewer will go, and the County has done a good job of identifying these areas.  
40 He said this does not mean that you cannot have a rural village. He noted the high amount of  
41 protected watershed in the majority of the County, which is problematic for water and sewer.

42 Craig Benedict said the 2040 plan from the Metropolitan Transportation MPO projects  
43 more than 63,000 people moving into rural Orange County over a 30 year period. He said this  
44 equates to 930 houses per year. He said this is a challenge and these projections need to be  
45 examined. He said there is high demand due to the job growth in the Triangle. He said if the  
46 models say these people are coming then the land use regulations need to be in line with that.

47 Chair Jacobs said he feels that the numbers from the MPO are drastically over-  
48 estimated. He does not want to plan for growth that won't actually happen and is not wanted.  
49 He said there will always be unanticipated situations that happen, such as droughts or  
50 recessions, that change the planner's trajectories. He said it is good to look at the numbers, but  
51 it is necessary to vet the projections before planning for them.

1 Commissioner Pelissier said she does not want the land use plan driven solely by  
2 compilation projections that go out 30-50 years. She said it does not make sense to just look at  
3 rural Orange County. She said there should be consideration of all municipalities and what they  
4 are doing that is pertinent to the transit plan. She said this is a moving target, and the  
5 projections cannot be used as the final end point for a land use plan.

6 Tony Blake asked if these same numbers were used to justify the Triangle Transit  
7 Authority (TTA) transit plan and tax. He questioned why those kinds of numbers would be used  
8 with the transportation organizations, but Craig Benedict's numbers would not be used to plan.

9 Commissioner Pelissier said the issue is whether it is rural or urban. She said the transit  
10 has to be more urban.

11 Tony Blake said the numbers in the TTA plan were those same numbers. He said his  
12 confusion lies with the idea that these are not real numbers.

13 Paul Guthrie said he is less concerned about population numbers and more concerned  
14 that there is a built in board strategy for things that would have to be done for a water quality or  
15 water supply problem. He said this would provide options. He said one example would be a  
16 package plant in a small area to take care of waste. He asked if this would fit into the solution,  
17 or if it is one-time expense that will have to be shut down at some point. He said this thought  
18 process needs to be a part of planning and Board policy with growth and development.

19 Commissioner Price said she agreed with Craig Benedict from a planning perspective.  
20 She said it is better to over project than under project. She said the population has tripled since  
21 1990, and the County needs to be prepared and flexible. She said the area is trying to attract  
22 business and people, and people will come. She noted that Chapel Hill is increasing its density  
23 and urbanization. She said Hillsborough is trying to keep its reigns on a small population in a  
24 small historic town. She feels the Board should be prepared.

25 Chair Jacobs said there is a water and sewer boundary agreement that provides for  
26 extensions in case of a catastrophic failure. He said OWASA has done this before, and Orange  
27 County does have areas of influence where it would be in charge of a package treatment plant  
28 or an extension.

29 He said the other aspect to planning for growth, is the presumption that there are natural  
30 limits of growth. He said if you are talking about groundwater, open space, and groundwater in  
31 reservoirs, Orange County is not going to be able to accommodate 63,000 more people unless  
32 these residents are in the urban areas. He said the question is how this could be accomplished  
33 and still keep Orange County's quality of life. He said the presumption is typically given to  
34 accommodating the growth, as opposed to the presumption of what baseline can be supported.  
35 He would like to see both considered.

36 Tony Blake said the rural buffer was in place prior to I-40 being put into place. He  
37 asked if there has been any talk about changing some of the designations along this corridor.

38 Chair Jacobs said he has not heard any significant discussion of this. He has heard  
39 some elected officials in Chapel Hill discuss the possibility of extending Chapel Hill into parts of  
40 the rural buffer where it would promote development.

41 Tony Blake said Carolina North will more than double the present campus area at UNC.  
42 He said that will presumably drive a desire for people to move into this area. He asked if  
43 anyone has taken a hard look at what is sustainable and possible.

44 Craig Benedict said the projection also predicts 50,000 new employees in the Triangle,  
45 and that number will be split among the three counties. He said the cities must be considered  
46 first, to see what they can accommodate. He said this question could not be answered right  
47 away, so a straight line projection was used. He said the new update to the plan will account for  
48 the growth in the cities when determining what may happen in the rural buffer.

49 He said the question is, if the growth could come this way, how it will fit Orange County.  
50 He said Orange County does not have an inventory of existing buildings for the potential new

1 employees, so these buildings will have to be new construction. He said the question is  
2 whether this is a realistic number.

3 Craig Benedict referred to the map and noted that it represents the growth management  
4 system and the designation of what is urban and rural. He said the area for economic  
5 development is limited. He said the 50,000 new employees would mean doubling the  
6 employment base of the County. He said the board is working through the 2045 Metropolitan  
7 Transportation Plan to do a ground up analysis of what would be the County's share. He said  
8 Chapel Hill and Carrboro are being asked to share what could happen in those municipalities,  
9 and then the rural piece will be added in.

10 Lisa Stuckey said she has heard many discussions over the years about shutting down  
11 development and maintaining the village quality of life, but this did not work because people  
12 have property rights.

13 Tony Blake said he has been watching the Chatham Park plans, and that is bound to  
14 impact density as well, especially in the southern part of the County.

15 Commissioner Price said this will affect not only the rural buffer but other rural areas as  
16 well. She said the water situation needs to be looked at. She said if the County can't get new  
17 farmers, the older retired farmers will eventually sell out to developers. She said there is  
18 nothing in place to prevent this.

19 She said there is a way to determine the groundwater capacity, but there is not an  
20 affordable way to tell the effect down the road. She said there are counties where zoning is  
21 based on water but there is no way to do this here, and there is no way to put a moratorium on  
22 homes.

23 Commissioner Pelissier said this could be done. She said when she was on the  
24 Commission for the Environment, there was a study done on re-charge rates in different parts of  
25 the County. She said there have been counties that zone based on these re-charge rates, to  
26 avoid running into the problem of a lack of sufficient water. She assumes there is some study of  
27 this going on in the County.

28 Craig Benedict said the US Geological Survey did this. He said it has been studied, but  
29 it is generalized by zones. He said there is a wide variance of depths within a zone. He said if  
30 zoning could be done by lot, it might work, but much of this is done by generalization. He said  
31 there have also been two droughts since the last plan, and this would manipulate the numbers.

32 He said the bottom line is determining how growth can be accommodated based on the  
33 urban or rural environment. He said the rural village idea used to be a hot topic but more  
34 recently, the focus has been on creating those rural activity nodes, such as the Cedar Grove  
35 and White Cross areas. He said the focus is on efficient rural intensity development.

36 Chair Jacobs said much of this conversation happened in abbreviated form at the AOG  
37 meeting. He said, even when the rural buffer zone was established, people talked about zoning  
38 based on carrying capacity. He said it would be so complex to do every parcel that no one has  
39 ever seriously undertaken it.

40 Craig Benedict said many of the topics have been touched on, and he is going to run  
41 through some of the other items.

42 Craig Benedict said in the next stage of the UDO it is time to look at the Economic  
43 Development District (EDD) zones to determine if the areas are more prime for light industrial,  
44 retail or mixed use. He said people who come to put businesses here want to have some idea  
45 of what is happening. He said the EDD zones, like the Efland Buckhorn area, can be looked at  
46 to determine where high power lines and railroad tracks may lend itself to a light industrial  
47 manufacturing area for example. He said these districts could be fine tuned by having a  
48 permitted by right process for the things the County wants to encourage.

49 Craig Benedict said the County could come up with a research development applied  
50 manufacturing category. He said Mebane would have the same category whether they annexed

1 or not, so the same permitted use table would be used. He said this is a structured zoning  
2 system that is targeted toward certain uses.

3  
4 *Commissioner Gordon arrived at 6:22 pm.*

5 Craig Benedict said the QPH process is being re-examined in the New Year, with  
6 consideration of wrapping these into regular meetings.

7 He noted the earlier mention of the adult entertainment business. He said the current  
8 regulations would allow it in certain areas. He said it cannot be prohibited outright, but there  
9 must be a process to show how it can be allowed in appropriate places.

10 Craig Benedict said when the Planning Department goes out on tours with Economic  
11 Development the concern is how the area looks. He said there are sometimes beautiful fields  
12 that may serve as a future industrial park, but there are eyesores or nuisances across the road.  
13 He said the County does not have the power of the municipalities to regulate nuisances.

14 Commissioner Rich asked what would justify something as a nuisance.

15 Craig Benedict said people who do not cut grass or who leave furniture in yards would  
16 classify. He said this is not really a zoning thing. He said these EDD zones are urban-like  
17 zones and there should have urban-like standards to protect them.

18 He said the department will work with the attorney's office to determine what is legally  
19 achievable. He said there is a sharp demarcation between urban and rural, but there are  
20 standards that encourage a good image in non-residential and mixed use, with no control over  
21 what is across the street on the farm. He said junk cars are one issue, and the number of these  
22 is almost insurmountable.

23 Craig Benedict recognized his staff, who have worked on all of these projects.

24 Chair Jacobs referred to the discussion of the EDDs. He expressed his hope that there  
25 could be a focus on the Highway 70 corridor. He noted that there is existing infrastructure, and  
26 it provides a good place to have higher density. He said those are places where things could be  
27 on a different scale, and there could be higher density residential development.

28 Maxecine Mitchell said her concern in the planning process is that there are low income  
29 families who can't afford to live in Orange County. She asked the Board of County  
30 Commissioners to look at affordable housing in these rural buffer zones. She said people are  
31 constantly calling to find out options for low income housing, and many do not have cars or a  
32 method of transportation. She said these challenges need to be considered when planning.

33 Chair Jacobs said there had been discussion about mixed use in the EDDs where water  
34 and sewer would allow for density. He said the idea is that there aren't any standards for  
35 seeking affordable housing, and this is something that needs to be worked on.

36 Maxecine Mitchell said developers are looking for high end high density with no  
37 affordable housing. She said most in Chapel Hill will opt out and pay a fee.

38 Chair Jacobs said the Board has not had that conversation yet. He said the Community  
39 Land Trust has worked with Hillsborough on some units at Waterstone. He said Hillsborough  
40 has no particular policy, and neither does Mebane. He said the point is well taken, and a policy  
41 needs to be determined beyond Chapel Hill and Carrboro.

42 He said the Board is looking at an east west bus as part of the Triangle Transit plan. He  
43 said the Board of County Commissioners is trying to move this forward, but these are just  
44 conversations at this point.

45 Tony Blake said the places where people get on the bus must be walkable in order to  
46 increase ridership. He said he is interested in creating places that are walkable and friendly to  
47 people riding the transit system.

48 Commissioner Pelissier said the point about residents without cars is well taken. She  
49 said, with regard to the transit plan, there is a requirement that there be plans for affordable  
50 housing near transit. She said the challenge faced by the Board is that this would need to be in

1 Chapel Hill, and the Board cannot tell the Town what to do, though the Commissioners have  
2 asked Chapel Hill to begin working on this.

3 Commissioner Pelissier said there was an agreement, at the AOG meeting, to ask the  
4 managers of the County municipalities, to come up with a mechanism for a countywide group to  
5 look at affordable housing. She said the challenge is to make it affordable, but within a  
6 municipality with access to transit. She said this issue is on the forefront, as all of the  
7 municipalities have done some work, and it is time to bring that together

8 Tony Blake said there is no way to require a developer to build or maintain affordable  
9 housing.

10 John Roberts said there are ways to do that, though he cannot quote them now. He said  
11 there are legal mechanisms.

12 Tony Blake said he thought there was a lawsuit that prohibited trading of units for  
13 affordability.

14 John Roberts said he has not read this.

15 Maxecine Mitchell said it seems that there is a drift away from addressing affordable  
16 housing. She said there is a need to intentionally think about how to bring this back into the  
17 planning conversation and create action on the part of all of the local governments. She said if  
18 the density is changed, the high end developers will come running. She asked if anyone out  
19 there is just building affordable housing in Orange County, other than Habitat.

20 Tony Blake said this is what he sees as the problem in Chapel Hill. He said affordable  
21 housing is being bought up, renovated, and then rent is raised, which forces low income families  
22 out.

23 Maxecine Mitchell said she would like to see a plan to include long term designation of  
24 affordable housing.

25 Chair Jacobs noted that much of the County affordable housing works this way, and the  
26 Land Trust is permanent.

27 Commissioner Price said affordable housing historically becomes public housing in  
28 urban areas. She said states have done this too, but she has mostly seen it in the  
29 municipalities

30 Commissioner Gordon apologized that she was unavoidably detained. She said transit  
31 is an important piece of this conversation. She said one challenge is determining what you can  
32 do to have successful rural transportation. She said you do have to have good access to transit  
33 for it to be successful, and there should be walkable communities nearby. She said one piece  
34 of the puzzle is getting people to their jobs.

35 She said as the routes are discussed, it will be important to see that the half cent sales  
36 tax in the rural areas is spent effectively.

37 Paul Guthrie said he sent a letter to the OUTboard to summarize his observations on the  
38 TTA presentation on the Chapel Hill light rail. He said he also mentioned that it would be  
39 appropriate for OUTboard to engage in discussion about what an adequate rural transportation  
40 plan over the long haul would look like for Orange County. He said this should feed the light rail  
41 system and provide transportation that the citizens of this County need. He feels there will be a  
42 dialogue in OUTBoard on this issue, and he feels this element fits neatly into the housing issue  
43 conversation.

44 Chair Jacobs said there was a joint meeting with the Affordable Housing Advisory Board,  
45 and there was discussion about mobile homes as a class of affordable units. He said there are  
46 an abundance of these in the County, and the question is how to deal with the mobile home  
47 parks in the municipalities, as these seem to have a limited life expectancy now. He said there  
48 have been past discussions about land banking where there is water and sewer to allow people  
49 to move their mobile homes to a parcel that they do not have to own.

50 Chair Jacobs said it might be a good conversation for the Planning Board to have with  
51 the Affordable Housing Advisory Board.

1 Craig Benedict said there have been some crossover meetings in the past. He  
 2 suggested that the Planning Board and other boards look at their intersecting goals again to  
 3 determine commonalities.

4  
 5 **Attachment:**

6 **Activities/Projects Identified by the Planning Board and Planning Staff for 2014:**

- 7 1. **Agricultural Support Enterprises:** UDO text amendments scheduled for February 2014  
 8 QPH
- 9 2. **Public Hearing Process:** UDO text amendments to consider changes to the existing public  
 10 hearing process (scheduled for February 2014 QPH)
- 11 3. **Efland Overlay Districts:** UDO Text, Zoning Atlas, and Comprehensive Plan Amendments  
 12 to add two new overlay zoning districts in the Efland area and specify design standards for  
 13 the areas. (This item was denied by the BOCC in February 2013 but is scheduled to be  
 14 reconsidered at the February 2014 QPH).
- 15 4. **Town of Hillsborough/Orange County Interlocal Agreement Implementation:**  
 16 Hillsborough-Orange County ETJ (Extraterritorial Jurisdiction) Swaps (early 2014)
- 17 5. **Town of Hillsborough/Orange County Interlocal Agreement Implementation:**  
 18 Comprehensive Plan and UDO amendments to implement the Town of  
 19 Hillsborough/Orange County Central Orange Coordinated Area Land Use Plan (scheduled  
 20 for February 2014 QPH)
- 21 6. **New and/or Revised Zoning District:** UDO text amendment to adopt a new general use  
 22 zoning district and/or "fine tune" existing ED zoning to match locational attributes for  
 23 targeted research and development industry and applied light manufacturing.
- 24 7. **Rural Buffer Clustering:** Address clustering in the Rural Buffer to allow smaller lot sizes  
 25 while maintaining a minimum density of 2 units per acre
- 26 8. **Legislative Changes:** Amend regulations as necessary in response to legislative changes at  
 27 the State level
- 28 9. **Streamline Regulations:** Continue to streamline regulations where possible
- 29 10. **2014 BOCC Retreat:** Any priorities that emerge at the January 2014 BOCC retreat

30  
 31 **Emerging Issues Identified by the Planning Board and Planning Staff for 2014:**

- 32 1. **Rural Enterprises:** Continue to expand rural enterprises by completing work on "Agricultural  
 33 Support Enterprises" and Home Occupation standards. Determine need to address water &  
 34 sewage disposal issues in the Rural Activity Nodes to encourage development in these  
 35 nodes.
- 36 2. **Streamlining:** Streamline the project approval/public hearing process by revising the existing  
 37 quarterly public hearing process.
- 38 3. **Emergency Access:** Work with appropriate staff/departments to better ensure properties can  
 39 be reached by emergency personnel (e.g., driveway width and clearance, bridge weight limit  
 40 signage and sufficiency to allow a fire truck to pass, gate width, and curve radii sufficient for  
 41 emergency vehicles).
- 42 4. **Mass Gathering/Special Events:** Revisions to UDO regarding mass gathering and special  
 43 events (must wait until after Emergency Services/Attorney's Office enacts a Mass Gathering  
 44 Ordinance)
- 45 5. **Pre-zoning for Economic Development Projects:** Continue to "prezone" areas where  
 46 possible to focus growth in appropriate areas with consistent land uses, thereby improving  
 47 the review and approval process.
- 48

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- 6. **Adult Entertainment:** County should adopt an adult entertainment ordinance that is consistent with State and Federal laws.
- 7. **Nuisance Ordinance:** Consider a nuisance ordinance for Economic Development, Commercial, and Commercial-Industrial Transition Activity Nodes and areas adjacent to these land use classifications to “protect” these areas slated for economic development projects.
- 8. **Transportation Issues:** Need for better public transit in rural areas, including senior citizen mobility, and “transit oriented development.”
- 9. **Affordable Housing:** On-going need for affordable housing opportunities in the county.

**3) Closing Remarks**

The meeting was adjourned at 6:44 pm.

Barry Jacobs, Chair

Donna Baker  
Clerk to the Board

## Attachment 2

DRAFT

**MINUTES  
BOARD OF COMMISSIONERS  
REGULAR MEETING  
December 10, 2013  
7:00 p.m.**

The Orange County Board of Commissioners met in regular session on Tuesday, December 10, 2013 at 7:00 p.m. at the Southern Human Services Center, in Chapel Hill, N.C.

**COUNTY COMMISSIONERS PRESENT:** Chair Jacobs and Commissioners Mark Dorosin, Alice M. Gordon, Earl McKee, Bernadette Pelissier, Renee Price and Penny Rich

**COUNTY COMMISSIONERS ABSENT:**

**COUNTY ATTORNEYS PRESENT:** John Roberts

**COUNTY STAFF PRESENT:** Interim County Manager Michael Talbert, Assistant County Managers Clarence Grier, Cheryl Young and Clerk to the Board Donna Baker (All other staff members will be identified appropriately below)

**NOTE: ALL DOCUMENTS REFERRED TO IN THESE MINUTES ARE IN THE PERMANENT AGENDA FILE IN THE CLERK'S OFFICE.**

**1. Additions or Changes to the Agenda**

Chair Jacobs called the meeting to order at 7:00 pm. He asked Donna Baker, Clerk to the Board, to introduce Thom Freeman, the new Assistant to the Clerk.

Donna Baker introduced Thom Freeman as the newest member of the Clerk's office. She said he comes from the Department of Social Services. He will be in the re-instated, full-time position of Assistant to the Clerk, with a focus on boards and commissions. She noted that this position was eliminated due to staff budget reductions in 2010 and was recently re-instated by the Board of Commissioners during the past budget cycle. She said there were many facets of the position that were unable to be addressed during the absence of a full time position, such as chair meetings, staff orientations, and volunteer recruitment and recognition. She said the re-instatement of this position will help bring things back up to "full throttle" in the coming months.

Thom Freeman said he is looking forward to the challenge.

Chair Jacobs reviewed the following agenda changes and items at the Commissioners' places:

- PowerPoint - Item 4-b – Comprehensive Annual Financial Report for FYE 6/30/2013
- Agenda change to Item 6-f- Resolution of Approval – Hughes-Morgan Conservation Easement Donation- - This must be removed from the consent agenda to discuss whether the BOCC wishes to accept the conservation easement without the liability insurance provisions found in section 5(c) of the draft conservation easement. The grantor objects to the liability insurance requirements.
- Item 6-g – Adoption of the Final Financing Resolution Authorizing the Issuance of \$10,500,000 of Installment Financing to Finance Various County and School Capital Investment Plan Projects and County Equipment. This must be removed from the consent agenda for discussion. If approved, this item will be moved to 5-a.
- Yellow Sheet – Item 5-a

- 1 - Blue Sheet – Item 11-d - Commission for the Environment- revised face sheet (Ms. Enoch does not wish to be reappointed)
- 2
- 3 - Lavender sheet – Roster and information on boards and commissions
- 4 - White Sheet - County Manager search process update from consultant
- 5

## 6 **PUBLIC CHARGE**

7  
8 *The Chair dispensed with the reading of the public charge.*

### 9 10 **2. Public Comments**

#### 11 **a. Matters not on the Printed Agenda**

12 Don O’Leary reiterated the ICLEI issue again, and he asked the Board to remove their  
13 membership from ICLEI.

14 Chair Jacobs surprised Mr. O’Leary by giving him a framed copy of the cancellation of  
15 Orange County’s membership in ICLEI.

16  
17 *Commissioner Dorosin arrived at 7:07 pm.*

#### 18 19 **b. Matters on the Printed Agenda**

20 (These matters will be considered when the Board addresses that item on the agenda  
21 below.)

### 22 23 **3. Petitions by Board Members**

24 Commissioner Gordon petitioned the Board to request that the Tax Administrator  
25 provide an update on the addressing ordinance at the January 2014 meeting.

26 Commissioner McKee asked Michael Talbert about the on-going discussions with  
27 Triangle Transit prior to the January 23rd meeting. He asked if information regarding these  
28 discussions will be forwarded to the Board.

29 Michael Talbert said an interim report has been issued, and this will be in the  
30 Commissioners’ boxes this week.

31 Commissioner Price petitioned the Board to add the later amendments (11-27) to the Bill  
32 of Rights Day Proclamation, Human Rights Day, and Constitution Day.

33 Chair Jacobs expressed his support of honoring the entire constitution.

34 Commissioner Dorosin said, in anticipation of the budget season, he would like to  
35 receive information from the school boards on all areas where the two school systems  
36 collaborate or share resources.

37 Commissioner Gordon asked Commissioner Dorosin for the specific time period he is  
38 requesting.

39 Commissioner Dorosin said he would like to see this for the past five years.

40 Chair Jacobs said he has petitioned for and still has not received a report from Solid  
41 Waste staff on their meeting with the small, private solid waste haulers.

### 42 43 **4. Proclamations/ Resolutions/ Special Presentations**

#### 44 45 **a. Government Finance Officers’ Association (GFOA) Certificate of Achievement** 46 **Award**

47 The Board recognized the Financial Services staff of the Orange County Financial  
48 Services Department for earning the Government Finance Officers’ Association (GFOA)  
49 Certificate of Achievement for the June 30, 2012 Comprehensive Annual Financial Report  
50 (CAFR).

1  
2 Clarence Grier read the following background information:

3 GFOA is an internationally recognized organization that offers guidance and support to local  
4 and state government budget and finance professionals throughout the United States and  
5 Canada. The GFOA Certificate of Achievement is the highest form of recognition a government  
6 can receive in the areas of governmental accounting and financial reporting. The attainment of  
7 the award represents a significant achievement by a government and its management. In order  
8 to receive this award, the County must publish an easily readable and efficiently organized  
9 CAFR. Additionally, the County's CAFR must undergo a stringent program of review to assess  
10 if the County has proficiently applied governmental accounting and financial reporting for the  
11 fiscal year under review. The Report must satisfy both generally accepted accounting principles  
12 and applicable legal requirements.

13  
14 This year marks the thirty-first year that Orange County has received the GFOA Certificate of  
15 Achievement. A Certificate of Achievement is valid for a period of one year only. Eligibility  
16 standards, reviews, and expectations for the award have become more complex, demanding  
17 and stringent each year. County staff believes that the CAFR for the fiscal year ended June 30,  
18 2013 will meet the Certificate of Achievement Program requirements and will be submitting it to  
19 the GFOA.

20  
21 Clarence Grier introduced the following members of his staff who were in attendance:  
22 Howard Fitts, David Cannell, and Shari Rasberry.

23 Chair Jacobs expressed the Board's appreciation for this department and the work they  
24 do.

25  
26 **b. Presentation of Comprehensive Annual Financial Report for FYE 6/30/2013**

27 The Board received the Comprehensive Annual Financial Report (CAFR) for the fiscal  
28 year ended June 30, 2013.

29 Clarence Grier said the CAFR reports on all financial activity of the County for the fiscal  
30 year July 1, 2012 through June 30, 2013. Martin Starnes and Associates, a firm of Certified  
31 Public Accountants, audited the financial statements.

32 He introduced one of the auditors from Martin-Starnes and Associates, Marcie Spivey,  
33 who presented the findings of the audit. She reviewed the following PowerPoint slides:

34  
35 **Orange County**  
36 **2013 Audited Financial Statements**

37  
38 **Audit Highlights**

- 39  Unmodified opinion  
40  No Significant Deficiencies noted  
41  No Material Weaknesses Identified

42  
43 **Budget vs. Actual**  
44 **General Fund**

|                            | <b>Budget</b> | <b>Actual</b> | <b>Variance</b> |
|----------------------------|---------------|---------------|-----------------|
| Revenues                   | \$183,580,100 | \$186,502,389 | \$2,922,289     |
| Expenditures               | 179,037,959   | 170,330,053   | 8,707,906       |
| Other Financing<br>Sources | (4,542,141)   | (9,310,633)   | (4,768,492)     |
| Change in Fund             |               | \$6,861,703   | \$6,861,703     |

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**Tax Collection Percentages** (bar graph)

2013 – 98.4%  
2012 – 98.49%

**Fund Balance History (General Fund)** (bar graph)

2013 - \$54,679,607  
2012 - \$47,859,506

**Fund Balance**

Available fund balance as defined by the Local Government Commission (LGC) is calculated as follows:

Total Fund Balance  
Less: Non spendable (not in cash form, not available)  
Less: Stabilization by State Statute (by state law, not available)  
Available Fund Balance

This is the calculation utilized as the basis for comparing you to other units and calculating your fund balance percentages.

**Fund Balance Position-General Fund**

|                                |                    |
|--------------------------------|--------------------|
| Total Fund Balance             | \$54,679,607       |
| Non spendable                  | - 39,954           |
| Stabilization by State Statute | <u>- 9,736,214</u> |
| Available Fund Balance         | \$44,903,439       |
| Available Fund Balance 2012    | \$39,425,710       |
| Increase in Available FB       | \$ 5,477,729       |

**Available Fund Balance as a Percent of Expenditures and Transfers out-General Fund**

2013 – 24.70%  
2012 – 22.50%

**Major Enterprise Funds**

|                            | SportsPlex<br>Fund | Solid Waste<br>Fund |
|----------------------------|--------------------|---------------------|
| ❖ Total operating revenue  | \$ 2,925,628       | \$ 8,126,576        |
| ❖ Total operating expenses | \$ 2,850,996       | \$ 6,703,466        |
| ❖ Operating Income (Loss)  | \$ 74,632          | \$ 1,423,110        |

**Major Enterprise Funds**

|             | <u>Debt Service</u> | <u>Cash Flow<br/>From Operations</u> | <u>Unrestricted<br/>Net Assets</u> |
|-------------|---------------------|--------------------------------------|------------------------------------|
| Solid Waste | \$ 702,747          | \$ 1,243,669                         | \$ 3,082,630                       |
| SportsPlex  | \$ 683,767          | \$ 514,775                           | \$ 851,874                         |

1 Marcie Spivey said revenues increased over expenditures, primarily due to an increase  
2 in collected property tax. She said the County's property tax has a good collection rate, and it is  
3 better than the state average.

4 She said expenditures were also less than budgeted, as a result of continued directives  
5 to the departments to hold cost. She said the one increase was in the "other financing  
6 sources", which includes debt services and transfers among other funds, such as school capital  
7 costs.

8  
9 Chair Jacobs suggested some Commissioners might want to meet with Clarence Grier  
10 over the break to discuss these numbers in greater detail. He asked if Clarence Grier would be  
11 available to meet with the Commissioners if needed.

12 Clarence Grier said he would be available.

13  
14 **5. Public Hearings-**  
15 **ADDED TO AGENDA:**

16  
17 **a. Public Hearing and Adoption of the Final Financing Resolution Authorizing**  
18 **the Issuance of \$10,500,000 of Installment Financing to Finance Various**  
19 **County and School Capital Investment Plan Projects and County Equipment**  
20

21 Clarence Grier noted the yellow abstract at the Commissioner's places, as this item was  
22 removed from the consent agenda and added under public hearings. Tonight he is asking the  
23 Board to conduct a public hearing to receive public comment on the final financing resolution  
24 authorizing the issue of \$10,500,000 of installment financing to finance various County and  
25 School Capital Investment Plan Projects and County equipment, including the proposed  
26 transfer of Culbreth Middle School, including the buildings and the related real estate, from the  
27 Chapel Hill - Carrboro City School Board to Orange County to facilitate the financing of a new  
28 science wing at the school; and adopting the final financing resolution authorizing the issue of  
29 \$10,500,000 of installment financing to finance various County and School Capital Investment  
30 Plan Projects and County equipment.

31  
32 Clarence Grier said that during its November 5, 2013 meeting, the Board of County  
33 Commissioners approved the financing of various County and School Capital projects and  
34 County equipment (Attachment 1). Staff requested and received bids for the proposed  
35 installment financing from the following financial institutions:

- 36  
37 1. SunTrust Institutional and Government Inc.  
38 2. Bank of America Public Capital Corp  
39 3. PNC Bank  
40 4. First Tennessee Bank  
41

42 Clarence Grier said Bank of America was selected as the financially responsive and  
43 responsible bidder. He said the financing agreement will be subdivided into two installment  
44 financing agreements, one for the financing of the capital investment projects and one for the  
45 financing of the equipment.

46 He said the financing terms of the two installment financing agreements will be as  
47 follows:

- 48 1. Installment Financing Agreement 1 – Capital Projects - \$8.16 million in total debt service,  
49 Interest Rate – 2.41%, Average debt service over 15 years totals \$544,252.  
50 2. Installment Financing Agreement 1 – Equipment - \$3.88 million, Interest Rate – 1.24%,

1 Average debt service over 5 years totals \$776,537

2  
3 Clarence Grier said the average debt service would be \$803,098 over the term of the  
4 installment financing periods.

5 He said the installment financing method requires that the mortgage be for the property,  
6 school, land and buildings. He said this means the County must own the Culbreth Middle  
7 School and the proposed science wing. He said the Chapel Hill- Carrboro City Schools  
8 (CHCCS) have agreed to transfer the property to the County for financing with a lease back  
9 agreement of \$1 per year until the end of the 15 year term when the property will revert back to  
10 CHCCS.

11 Clarence Grier said the state law said such a transfer can occur only after a public  
12 hearing.

13 Commissioner Gordon noted that the only difference between this item on the consent  
14 agenda and on the public hearing is the requirement of a public hearing on the transfer of the  
15 buildings and related real estate from CHCCS to Orange County for the 15 year term, to  
16 facilitate the financing of the new science wing at the school.

17 Clarence Grier said that is correct.

18  
19 A motion was made by Commissioner Gordon, seconded by Commissioner Price to  
20 close the public hearing.

21  
22 VOTE: UNANIMOUS

23  
24 A motion was made by Commissioner Gordon, seconded by Commissioner Rich to  
25 adopt the final financing resolution authorizing the issue of \$10,500,000 of installment financing  
26 to finance various County and School Capital Investment Plan Projects and County equipment,  
27 including the proposed transfer of Culbreth Middle School, including the buildings and the  
28 related real estate, from the Chapel Hill - Carrboro City Schools to Orange County for a 15 year  
29 term, to facilitate the financing of a new science wing at the school; and adopting the final  
30 financing resolution authorizing the issue of \$10,500,000 of installment financing to finance  
31 various County and School Capital Investment Plan Projects and County equipment.

32  
33 VOTE: UNANIMOUS

34  
35 Commissioner Gordon expressed her appreciation for the Board's approval of these  
36 projects, especially the Culbreth Science Wing. She said this will allow the students at Culbreth  
37 Middle School to have science instruction that is appropriate for the 21<sup>st</sup> century.

38 Chair Jacobs said he would like to figure out a way to investigate which banks the Board  
39 should or should not do business with, based on the relationship of the business with the  
40 community. He said if lenders are discriminatory or dishonest in their practices, the County  
41 should not do business with them.

42 Commissioner Dorosin said every bank gets a Community Reinvestment Act rating that  
43 is available to the public. He said there is an organization called Community Reinvestment  
44 Association NC (CRANC), that does all of the research for this. He said this would be a good  
45 place to start.

46 Clarence Grier said he would follow up on this.

47  
48 **6. Consent Agenda**

- 49 • **Removal of Any Items from Consent Agenda**

1 6-f- Resolution of Approval – Hughes-Morgan Conservation Easement Donation--must  
 2 be removed from the consent agenda to discuss whether the BOCC wishes to accept  
 3 the conservation easement without the liability insurance provisions found in section 5(c)  
 4 of the draft conservation easement. The grantor objects to the liability insurance  
 5 requirements.  
 6

7  
 8 • **Approval of Remaining Consent Agenda**

9 A motion was made by Commissioner Rich, seconded by Commissioner McKee to  
 10 approve the remaining items from the consent agenda.  
 11

12 VOTE: UNANIMOUS  
 13

14 • **Discussion and Approval of the Items Removed from the Consent Agenda**

15  
 16 f. **Resolution of Approval – Hughes-Morgan Conservation Easement**  
 17 **Donation**

18 The Board considered a resolution to approve the acceptance by Orange County of a  
 19 conservation easement to protect a portion of the Hughes-Morgan property and to authorize the  
 20 Chair and Clerk to sign.  
 21

22 John Roberts said this item was removed from the consent agenda in order for the  
 23 Board to discuss whether the BOCC wishes to accept the conservation easement without the  
 24 liability insurance provisions found in section 5(c) of the draft conservation easement. He said  
 25 the grantor objects to the liability insurance requirements.

26 John Roberts said the landowners do not want to pay for liability insurance of \$300,000,  
 27 which is stated in the document. He said this amount was removed from these easement  
 28 documents by the past attorney in 2002. He recommends that some type of liability insurance  
 29 needs to be attached to a conservation easement. He said if the Board wants to approve this  
 30 subject to liability negotiations between staff and landowners, this would be fine. He does not  
 31 recommend that the Board waive the liability insurance provision, though this is possible.

32 Chair Jacobs asked if there had been some investigation of the cost to the property  
 33 owner.

34 Michael Talbert said their risk manager followed up on this and found out that it would  
 35 cost the landowners about \$100 per year for this type of insurance. He said it is his opinion that  
 36 the insurance is needed as part of the documentation.

37 Commissioner Price asked John Roberts for clarification on his statement about  
 38 allowing the approval and then letting staff follow up with the landowner regarding the insurance  
 39 amount.

40 John Roberts said the landowner wanted a reduced amount of liability insurance. He  
 41 said the Board could approve the resolution and authorize the manager to negotiate the  
 42 insurance.

43 Commissioner Rich asked if there are any precedents or best practices that can be  
 44 referred to for this issue.

45 John Roberts said the best practice amount would be \$500,000, however this is an 11  
 46 acre easement, and there is no case in North Carolina that attaches liability to a conservation  
 47 easement holder. He does not object to a lower liability amount.

48 Chair Jacobs said he spoke the director of the N.C. Land Trust, and this organization  
 49 requires insurance liability on all easements.

1 Commissioner Gordon said she feels that the insurance provision is reasonable, and the  
2 Board should approve the resolution as it stands.

3 Michael Talbert said this is also the manager's recommendation.

4 Commissioner Gordon noted that there is a mis-numbered provision, and she asked for  
5 a clarification on this.

6 John Roberts said there is a numbering error on the abstract; however this has already  
7 been corrected on the proposed executed document.

8 Commissioner McKee asked if the landowner has provided a desired figure for  
9 insurance.

10 John Roberts said he is not aware of any figure that has been provided.

11 Commissioner Dorosin asked for an explanation of why this insurance is necessary.

12 John Roberts said the insurance provides liability against any negligent activity on the  
13 property that result in damage to someone who then decides to sue the County. He said N.C.  
14 has no case law on liability to a conservation easement holder. He said other states do have  
15 this. He said there have been liability cases where a third party was injured due to a lack of  
16 monitoring on the conservation restrictions. He said this is why he recommends that there be  
17 liability insurance in the easement requirements.

18 Commissioner Dorosin asked for more clarification on this. He proposed the example of  
19 a resident trespassing on the easement and being killed by a falling tree.

20 John Roberts gave the example of a resident drowning on the easement because of an  
21 unnatural object that shouldn't be there, such as a tire swing or some other object that is man-  
22 made. He said the easement is supposed to be a wild conservation easement that is  
23 maintained in its natural state.

24 Commissioner Dorosin asked if the easement is accessible to the public.

25 John Roberts said only the landowner and his guests may be on the easement.

26 Commissioner Pelissier said she is confused about this insurance for the easement  
27 versus any insurance the property already owns on the land.

28 John Roberts said the land is not developed, so he does not know what insurance the  
29 owner would have.

30 Commissioner Pelissier asked if this is not part of the landowner's property.

31 John Roberts said the only dwelling on it is a mobile home.  
32

33 A motion was made by Commissioner Gordon, seconded by Commissioner Dorosin to  
34 approve the Manager's recommendation for the Board to adopt and authorize the Chair to sign  
35 the resolution approving the acceptance by Orange County of the conservation easement and  
36 authorize the Chair and the Clerk to sign the conservation easement agreement, subject to final  
37 review by staff and County Attorney, with a closing and recordation of the document expected  
38 to occur on or about December 31, 2013.  
39

40 Commissioner Rich asked what would happen if the landowner does not agree. She  
41 asked if the easement would be lost.

42 John Roberts said that is what would happen.

43 Michael Talbert said this is under a time constraint of December 31, 2013.

44 Commissioner Price asked for clarifications on what the land owners would agree to  
45 pay.

46 Rich Shaw said he has spoken with the owners, but there has not been an opportunity  
47 to negotiate a price. He said the owners have objected to this particular provision, as they  
48 believe the specified amount is too high. The owners also feel it is a burden to have the County  
49 as a third party.

50 Commissioner Price asked if this has been an issue with other easements.

1 Rich Shaw said this has been included in about 80 percent of Orange County's  
2 easements. He said this has been a standard provision for the past 6 to 8 years.

3 Commissioner McKee asked who handles the reporting requirement.

4 Rich Shaw said the insurance company handles this requirement.

5 Commissioner McKee asked John Roberts if negotiating this, after requiring this  
6 insurance for the past 6 years, would set a precedent for negotiations for every one going  
7 forward.

8 John Roberts said no.

9 Commissioner Gordon said she had thought this provision would be reasonable  
10 because not including it it would set a precedent for something different. She said this seemed  
11 wise, given that there is no firm idea on where the land owner stands. She does not feel that  
12 this is a black and white issue, but this has been the precedent for the past 5 or 6 years. She  
13 said it is hard to make the decision without knowing if the owners want to do this for any amount  
14 of money.

15 Chair Jacobs said the Board should keep in mind that these landowners are donating  
16 this easement to Orange County and should be treated accordingly. He said, when the County  
17 sells the notion of donating easements, the owners are told it is possible to negotiate any of the  
18 terms. He would like to know what items are non-negotiable moving forward. .

19 Chair Jacobs asked John Roberts if it is possible for this item to come back for  
20 negotiation if staff presents this and the owners don't want to meet the rate.

21 John Roberts said if it goes forward as is, there would be no negotiation. He said the  
22 manager can be given the authority to negotiate, but the current motion does not include this.

23 Commissioner Gordon confirmed that, if the Board approves this as is, it cannot be  
24 negotiated later.

25 Commissioner Pelissier said since person is donating the easement the Board should  
26 negotiate. She said this would not be the case if this was not a donation.

27 Commissioner McKee suggested a friendly amendment to Commissioner Gordon's  
28 motion, to authorize manager to negotiate with the landowners

29 Commissioner Gordon said she would not accept friendly amendment. She feels this  
30 should be a separate motion.

31  
32 VOTE: Ayes, 3 (Commissioner Rich, Commissioner Gordon, Commissioner Dorosin);  
33 Nays, 4 (Chair Jacobs, Commissioner McKee, Commissioner Pelissier, Commissioner Price)

34  
35 Motion fails.

36  
37 A motion was made by Commissioner Price, seconded by Commissioner Pelissier for  
38 the Board to authorize the manager to negotiate with the landowners and then adopt and  
39 authorize the Chair to sign the resolution approving the acceptance by Orange County of the  
40 conservation easement and authorize the Chair and the Clerk to sign the conservation  
41 easement agreement, subject to final review by staff and County Attorney, with a closing and  
42 recordation of the document expected to occur on or about December 31, 2013.

43  
44 Commissioner Gordon asked if this is the whole motion, including the negotiation.

45 Commissioner Price said yes.

46 Commissioner Dorosin asked if there are any constraints on the manager's authority in  
47 Commissioner Price's motion.

48 Commissioner Price said there are no limitations in this motion. She concurs with  
49 Commissioner Pelissier, since this is a donation of land.

1 Commissioner Pelissier said was going to offer a friendly amendment that would not  
2 allow negotiation of no liability. She does not feel that an amount should be listed, but the  
3 negotiation should be whatever the manager considers to be reasonable, with the exception of  
4 zero liability.

5 Commissioner Price said she would accept this friendly amendment.

6 Commissioner Dorosin clarified that under this motion, the manager would have the  
7 authority to negotiate any amount of insurance, except zero dollars. He said this could include  
8 one penny or one dollar.

9 Commissioner Pelissier said technically yes, but she does not believe the manager  
10 would negotiate that amount.

11 Commissioner Gordon said she understands that there needs to be some liability  
12 insurance. She asked if the attorney or the manager have any suggested verbiage to convey  
13 the intent of the Board.

14 Michael Talbert said the manager's recommendation is \$300,000, but he will negotiate  
15 whatever the Board directs. He said this is donated land, but that also means donated liability,  
16 and there needs to be enough insurance to cover this.

17 Commissioner Gordon said the answer from the manager is no, but the attorney said as  
18 long as there is some liability insurance, it is okay.

19 John Roberts said a reasonable amount of liability insurance is ok, but he cannot say  
20 what that is. He said he feels that \$300,000 is reasonable, but \$200,000 may also be  
21 reasonable. He said if the authority is given, he and the manager could come up with a  
22 reasonable amount.

23 Commissioner Gordon asked for clarification that, if this motion stays, the manager  
24 could negotiate reasonable liability coverage.

25 John Roberts said yes.

26 Commissioner Price asked if the County could potentially be sued, even if there is  
27 liability insurance from the owner.

28 John Roberts said he does not see why the County would not be sued if something  
29 happens on the easement area; however he cannot say that the County would be held liable, as  
30 N.C. law has not addressed this issue.

31 Commissioner Price said she could add "reasonable" to her motion.

32 Chair Jacobs re-read it the motion to include this addition.

33 Commissioner Dorosin said the Board is negotiating a contract and giving the manager  
34 the authority to negotiate the financial terms of that contract. He thinks the Board has to give  
35 direction on the parameters of this, and right now those parameters are anything over a \$1. He  
36 said he is not comfortable with that. He suggested the Board could put forth this offer of  
37 \$300,000 with the option for the landowners to make a counteroffer. He said the other option is  
38 to go into closed session and set a bottom line for the terms of negotiation. He said it is not  
39 good form to negotiate the terms of a contract publicly.

40 Chair Jacobs noted that the goal is to accommodate the property owner before the end  
41 of the fiscal year. He said this does not allow enough time to do everything Commissioner  
42 Dorosin suggested.

43 Chair Jacobs reviewed the motion again.

44  
45 VOTE: Ayes, 2 (Commissioner Pelissier and Commissioner Price); Nays, 5:  
46 (Commissioner Dorosin, Commissioner Gordon, Chair Jacobs, Commissioner McKee,  
47 Commissioner Rich,)  
48

49 A motion was made by Commissioner McKee, seconded by Chair Jacobs to authorize  
50 the Manager to negotiate with the landowners, with a \$200,000 lower limit, and then adopt and

1 authorize the Chair to sign the resolution approving the acceptance by Orange County of the  
 2 conservation easement and authorize the Chair and the Clerk to sign the conservation  
 3 easement agreement, subject to final review by staff and County Attorney, with a closing and  
 4 recordation of the document expected to occur on or about December 31, 2013.

5  
 6 Commissioner Dorosin suggested a friendly amendment stating that \$200,000 is the  
 7 amount of insurance the Board wants.

8 Commissioner McKee accepted this amendment.

9 Chair Jacobs accepted this amendment.

10  
 11 Commissioner Gordon clarified that the liability indemnification would now say \$200,000  
 12 instead of \$300,000.

13 Chair Jacobs said yes.

14 Commissioner McKee said this addresses the issues the land owner had with the level  
 15 of insurance, and it gives the Board some level of coverage that is above just a courtesy.

16  
 17 VOTE: UNANIMOUS

18  
 19 A motion was made by Commissioner Gordon, seconded by Commissioner Rich to ask  
 20 staff to come up with parameters of what should be included in conservation easements,  
 21 including what can and cannot be negotiated.

22  
 23 VOTE: UNANIMOUS

24  
 25 Chair Jacobs asked John Roberts for clarification on the ultimate liability that the County  
 26 has since the County already has insurance.

27 John Roberts said sovereign immunity is only applicable up to the limits of the insurance  
 28 that is purchased, and it is not applicable anytime a County purchases liability insurance.

29  
 30 **a. Minutes**

31 The Board approved the minutes from October 1, 8 and December 2, 2013 (excerpts) as  
 32 submitted by the Clerk to the Board.

33 **b. Motor Vehicle Property Tax Releases/Refunds**

34 The Board adopted a resolution, which is incorporated by reference, to release motor vehicle  
 35 property tax values for nineteen (19) taxpayers with a total of twenty (20) bills that will result in a  
 36 reduction of revenue in accordance with NCGS.

37 **c. Property Tax Releases/Refunds**

38 The Board adopted a resolution, which is incorporated by reference, to release property tax  
 39 values for four (4) taxpayers with a total of six (6) bills that will result in a reduction of revenue in  
 40 accordance with North Carolina General Statute 105-381.

41 **d. NC State Firemen's and Rescue Squad Annual Certification Roster**

42 The Board approved the certification requirements for the Fire Marshal's Division to participate  
 43 in the North Carolina State Firemen's Association for the year 2013 and authorized the Chair to  
 44 sign.

45 **e. Approval of Financing Arrangement and Fund Balance Appropriation for Orange**  
 46 **Rural Fire Department No. 1, Inc. to Purchase a Replacement Fire Truck**

47 The Board approved a request from Orange Rural Fire Department No. 1, Inc. to enter into a  
 48 financing arrangement to purchase a fire truck, authorize the Board of Commissioners' Chair to  
 49 sign the appropriate documents related to the financing arrangement, and appropriate \$70,000  
 50 from the District's County-held fund balance.

1 **h. Proclamation – Bill of Rights Day**

2 The Board adopted a proclamation to officially recognize Bill of Rights Day in Orange County  
3 during the month of December and authorized the Chair to sign.

4  
5 **7. Regular Agenda**

6  
7 **a. Assessment of Jail Alternatives and Jail Development**

8 The Board received a progress update regarding the Orange County Jail development;  
9 considered approving a professional services agreement with Solutions for Local Government  
10 in the amount of \$24,665 to consult with the County regarding jail alternatives; and considered  
11 approving a professional services agreement with Solutions for Local Government in the  
12 amount of \$26,400 to consult with the County regarding jail facility programming, design  
13 guideline development, integration of potential jail alternative programs, and architectural  
14 design selection process development.

15  
16 Cheryl Young reviewed the following goals:

- 17  
18 1) For the Board to receive a progress update regarding the Orange County Jail development;  
19 2) to approve a professional services agreement with Solutions for Local Government in the  
20 amount of \$24,665 to consult with the County regarding jail alternatives; and  
21 3) to approve a professional services agreement with Solutions for Local Government in the  
22 amount of \$26,400 to consult with the County regarding jail facility programming, design  
23 guideline development, integration of potential jail alternative programs, and architectural  
24 design selection process development.

25  
26 Cheryl Young reviewed the following background information from the abstract:

27  
28 In October 2012, the North Carolina Council of State (“COS”) approved a 50 year Land Lease  
29 with Orange County for the purpose of a permanent Orange County jail facility. The Board of  
30 County Commissioners authorized the execution of the Lease in June of 2013. Governor Pat  
31 McCrory completed the full execution of the lease on September 4, 2013, marking the “Effective  
32 Date” of the Lease.

33  
34 The terms of the Lease allow a thirty-six month period for period for the County to design and  
35 begin construction of the jail facility, and an additional thirty-six month period to finish  
36 construction and begin operation of the facility.

37  
38 In anticipation of the new jail, the BOCC established an Assessment of Jail Alternatives Work  
39 Group to undertake a comprehensive assessment of jail alternatives programs and the impact  
40 each program may have on inmate population. The BOCC requested that the Work Group  
41 review the charge set forth in Attachment 3 and recommend whether changes to the charge  
42 were needed. The Work Group reviewed the charge and recommends the charge be expanded  
43 to include additional program evaluation and evaluation of certain processes that may impact  
44 jail populations. The expanded charge is set forth in the scope of work set forth in the  
45 Professional Services Agreement Jail Alternatives included in Attachment 4.

46  
47 Jeff Thompson reviewed the following information from the abstract:

48  
49 Since September staff has coordinated the necessary boundary survey, environmental site  
50 assessment, initial geotechnical assessment, and title work to inform the architectural and

1 engineering design activities contemplated to begin in the spring of 2014. Staff intends to  
2 complete this initial development work in the next few weeks. He said that staff recommends  
3 that Solutions in Local Government assist the County in developing a set of facility  
4 programming and design criteria to inform the most effective selection process for the  
5 professional services design firm that will be charged with designing and overseeing  
6 construction of the facility.

7  
8 In developing the facility programming guidelines in advance of the architect selection benefits  
9 the County by: 1) first allowing pertinent County staff (Sheriff, Courts, Asset Management  
10 Services)to work on a program without the pressure of building biases inherent with  
11 programming with the ultimate design team; 2) allowing a more effective selection process for  
12 the design team since the major programming and operations decisions would already be  
13 selected and validated (thereby allowing the focus of the selection process to truly focus on the  
14 actual qualifications of the design candidates); and  
15 3) providing the most return on investment since the prospective consultant is working with the  
16 Jail Alternatives Work Group in developing effective programs that directly affect the design  
17 and programming of the jail facility (as well as potential uses of the existing jail facility in  
18 downtown Hillsborough), pending final Board approval of the work group's charge.

19  
20 Accepted market costs for jail facility programming typically amount to .05% of the construction  
21 cost of the project, which is estimated to be \$125,000 for a \$25 million projects. The combined  
22 proposed fee of \$51,065 for Solutions in Local Government in supporting project programming  
23 and jail alternative evaluations is less than half of the market expectation for jail facility  
24 programming.

25  
26 Commissioner Pelissier noted that the work group was unanimous in its decision  
27 regarding the additions to the scope of work. She said, in terms of looking at needed capacity,  
28 the role of federal government will be examined, since many inmates in jail are federal inmates.  
29 She said there is a possibility that the federal government will pay some toward the construction  
30 of a new facility, as has been done in the past with renovations.

31 Commissioner Gordon asked if someone will be filling in the blanks in the service  
32 agreement contained in attachment 4 – page 11.

33 Jeff Thomson said this is part of the County attorney's template.

34 John Roberts said the type of project refers to the description that comes after the colon  
35 in the document.

36 Commissioner Dorosin referred to the map in attachment a-1. He asked if the red line  
37 that seems to encompass the whole side of screen is one large parcel.

38 Jeff Thompson said the large red boundary is the state property, which is the entire  
39 parcel, including the Orange Correctional Facility. He said the 6.8 acre parcel is the subject of  
40 the 50 year land lease. He said the blue buffer is the NC DOT buffer, and the red buffer is the  
41 Town of Hillsborough's UDO buffer.

42 Chair Jacobs said at some point the Board will discuss whether to do this in pods or  
43 phases. He noted that this is being discussed as a \$30 million project, but it is not \$30 million if  
44 it is done in phases and pods.

45 Michael Talbert said that is correct, and the consultant will be bringing forward these  
46 various options.

47 Chair Jacobs said this number is intimidating, and it is good to put it into context when  
48 discussing it.

49 Commissioner Rich asked if public transportation has been discussed as a means for  
50 visitors to get to the jail. She asked if buses will service this area.

1 Jeff Thompson said there have been preliminary discussions about public transit, but  
2 the state has restrictions on what is allowed on the property.

3 Commissioner Rich said she would like this explored further.

4 Chair Jacobs said the Board has not had that discussion yet, but is consistent with other  
5 issues that have been dealt with in and around Hillsborough. He noted that this includes the  
6 Orange Correctional facility, so there is a larger prison population that could be served.

7 Commissioner Rich said she would like to add Veteran's Court to the programs for  
8 discussion. She said this was discussed at the NACO meeting in Washington D.C. last year.  
9 She said this is a program to provide alternatives to veterans to avoid having them end up in jail  
10 or homeless. She said this program is similar to drug court.

11 Commissioner Pelissier asked if this is specifically for veterans that are homeless.

12 Commissioner Rich said no; this is for veterans in general.

13 Cheryl Young pointed out that the contract only identifies current Orange County  
14 programs, but there are provisions that allow the addition of other programs for evaluation. She  
15 said Veteran's Court can be identified as one of these programs.

16 Commissioner Rich said the program statement says "not limited to", and this is why she  
17 mentioned the addition.

18 Commissioner Dorosin asked if what is drawn on the map actually exists, or if it is based  
19 on anything.

20 Jeff Thompson said this drawing was based on an initial site assessment to determine if  
21 the property could support the facility. He said this was designed as a boundary for site lines,  
22 fence lines, and distances from the roads and the correctional facility. He said it is a general  
23 footprint.

24 Commissioner Dorosin asked about the significance of the blue area with lines.

25 Jeff Thompson said this is a safety area between the fence line and the building. He  
26 said this area was mandated by the state.

27 Commissioner Rich said the section she was referring to is on page 9. She said the  
28 statement says "including, but not limited to the following programs."

29 Chair Jacobs said there is no reason not to add the Veteran's Court.

30  
31 A motion was made by Commissioner Pelissier, seconded by Commissioner Rich to  
32 include a reference to the Veterans Court; and to approve a professional services agreement  
33 with Solutions for Local Government in the amount of \$24,665 to consult with the County  
34 regarding jail alternatives; and approve a professional services agreement with Solutions for  
35 Local Government in the amount of \$26,400 to consult with the County regarding jail facility  
36 programming, design guideline development, integration of potential jail alternative programs,  
37 and architectural design selection process development.

38  
39 VOTE: UNANIMOUS  
40

41 **b. Rural Curbside Recycling Options**

42 The Board considered reviewing funding options for Rural Curbside Recycling in Orange  
43 County and providing direction to staff.

44 Michael Talbert said the purpose of tonight is to consider all funding options for rural  
45 curbside service. He said Orange County is number one in the state in waste reduction, and  
46 the County is working toward the 61 percent goal. He said this will not be an easy or popular  
47 decision, and there are people passionate about this issue on both sides.

48 He said all of this is caused by the Lanvelle court decision in Cabarrus County, which  
49 states that the County cannot levy a rural curbside fee without statutory authority. He said this  
50 fee was levied in the past by a 3R program that went away last year, and the program has been

1 funded by reserves since that time. He said the program still serves 13,700 customers, and he  
2 referred to a map of the parcels with potential to be served.

3 Michael Talbert said there are two options before the Board this evening, and the first is  
4 solid waste disposal service district, as outlined on page 6 of the abstract.

5 He said the district would have to be outlined, and a statement would have to be  
6 compiled outlining how services will be provided to meet the needs, the plan for services, and  
7 what tax would be needed to serve the district. He said public hearings would need to be held,  
8 and letters would need to be mailed to all 13,700 current participants.

9 Michael Talbert said the second option would be to use the Rural Curbside Subscription  
10 service, beginning with the same 13,700 customers and treating the other parcels as new  
11 customers. He said the non-profits would continue to be served, though they would not be  
12 taxed in a tax district.

13 Michael Talbert said the estimated cost for providing the service under either option  
14 would be roughly \$630,000 for every other week collection, and it would include new roll carts  
15 and new trucks. He said the estimated annual fee would be \$58, based on the current 13,700  
16 customers. He said it is expected that 20 percent of those customers would be lost if a  
17 subscription service was offered. He said the subscription service recommends that only half of  
18 the charge be billed in the first year. He said this would mean billing \$29 for potentially 11,000  
19 households, to bring in a little over \$300,000. He said the other \$300,000 would be funded out  
20 of the general fund for the first year. He said the reason for this is because the new trucks and  
21 roll carts will not be in service until after October 30<sup>th</sup>.

22 Michael Talbert said the service would allow existing customers to keep their current  
23 bins. He said this is helpful to people with long driveways, who might find the larger bins to be  
24 too cumbersome.

25 He noted that the cost is \$20 more per year due to the new trucks and roll carts, which  
26 will cost \$1.3 million. He said the receivable recyclables will increase, and efficiency will be  
27 gained with these new carts. He said he lives in rural Orange County, and he currently pays  
28 \$60 per quarter to have his solid waste picked up in a similar container. He said this means the  
29 cost will be a quarter of the cost to do solid waste.

30 Michael Talbert said there is a third option to fund all of this from the general fund, and  
31 all of the residents from the three towns would pay their fair share of rural curbside. He does  
32 not think this is fair or equitable.

33 Michael Talbert said the recommendation is to move forward with the plan of rural  
34 curbside subscription service. He said, if approved, staff would provide letters to current  
35 customers outlining the service and the first year billing amount of \$29. He said the letter would  
36 also offer the option for residents to keep their existing carts and would provide 30-45 days for  
37 customers to opt out of the service. He said this would give staff a good idea of their customer  
38 base by the end of May. He said this service would be an annual bill attached to the property  
39 tax bill.

40 He said new roll carts would be in service no later than January 1 of 2015, regardless of  
41 which option is chosen.

42 Michael Talbert said the subscription service would be evaluated at this time next year,  
43 and there would be a good knowledge of the customer base. He said a report would be given  
44 to the Board and fees would be re-adjusted at this time. He said if the Board was dissatisfied  
45 with the subscription service at this point, a service district and tax district could be established.

46 Commissioner Pelissier referred to the option to subscribe. She asked why the charge  
47 is only half, and why the full estimated fee cannot be charged for the whole year. She said this  
48 would give an idea of how many people would opt out before the roll carts are purchased.

49 Michael Talbert said staff will purchase needed roll carts in increments as information is  
50 gathered. He said the lead time is shorter for the carts than for the trucks. He said the reason

1 for the half year is the knowledge that the lead time on the new trucks means that the trucks will  
2 not actually be used until at least October and potentially later.

3 Commissioner Pelissier said a fee could be charged for the entire year.

4 Michael Talbert said yes.

5 Commissioner Dorosin asked for an explanation of how the subscription fee is different  
6 from the Lanvelle case fee.

7 John Roberts said the Lanvelle case did not deal with recycling, and it was a fee that the  
8 County did not have authorization from the legislature to impose. He said that fee was levied  
9 on developers, and the courts said the County did not have the authority to impose the fee;  
10 therefore it must be paid back. He said the similarity comes down to the city and county  
11 statutes on solid waste. He said Counties have the authority to operate solid waste services,  
12 and to charge a fee for those services. He said cities have the authority to operate solid waste  
13 services and mandate that residents subscribe. He said Counties don't have authority to  
14 mandate the subscription. He said the option for County residents to return the cart and not be  
15 charged a fee, complies with the requirement that there not be a mandate.

16 Commissioner Gordon referred to page 3, #5, regarding the pursuit of new customers in  
17 rural Orange County. She asked where this would be done.

18 Michael Talbert said the County has routes that pick up on the blue tracks now. He said  
19 the adjacent properties that make the most sense would be the areas in yellow. He said the  
20 service would be marketed to all the areas in yellow. He said there are some new  
21 developments that would enable the County to go outside of the current district to establish new  
22 routes for newer developments.

23 Commissioner Gordon asked for clarification on the understanding with the towns  
24 regarding the areas outside of the towns. She asked if the County is expected to have a district  
25 or subscription outside of the municipal jurisdictions.

26 Michael Talbert said he does not know the Town's expectation, but if an area lies  
27 outside of the Town's borders, it is the County's responsibility.

28 Commissioner Rich said the assumption is that there will be a 20 percent drop off in  
29 service. She asked where this number came from.

30 Michael Talbert said he worked with Gayle Wilson in solid waste. He said there has  
31 been a drop off in every program across the nation that has gone from a free program to a  
32 subscription service. He said this is a best estimate, and it is not etched in stone.

33 Commissioner Rich asked what would happen if this number is a lot higher. She asked  
34 if this would mean the \$58 fee would get higher.

35 Michael Talbert said if this happens the cost could potentially go higher the next year.  
36 He said opt outs could change the routes, the direction of the routes and the way the collections  
37 are done. However, he said he has heard that recycling is important in Orange County, and  
38 staff wanted to continue the programs and find a way to pay for it.

39 Commissioner Rich said she agrees that Orange County is passionate about recycling,  
40 but she is concerned that the subscription service may not get the buy in that the County is  
41 hoping for. She is not confident that the subscription is the way to go.

42 Michael Talbert said if the Board wants to move forward with the district instead, this can  
43 still be done by July 1.

44 Commissioner McKee asked if the 20 percent drop accounts for people who will later opt  
45 back in, and the potential new customers.

46 Michael Talbert said the 20 percent is based on national averages of what a plan ends  
47 up being a year after moving to a subscription service, and it does not account for new  
48 customers.

49 Commissioner Price asked if the subscription service will be available to all of the  
50 residents in the County, even beyond the current map.

1 Michael Talbert said this service will initially be available to the existing customer base  
2 and the existing district. He said it will be possible to branch out where the density makes it  
3 possible.

4 Commissioner Price questioned whether it would be cost effective without the density.  
5 She asked how you would tell someone they cannot participate.

6 Michael Talbert said it may not be possible to serve everyone, especially residents who  
7 live in an outlying rural area that is not densely populated.

8 Commissioner McKee said the current route comes within two miles of his home.  
9

10 PUBLIC COMMENT:

11 Tom O'Dywer said if the Board of County Commissioners agrees that recycling is an  
12 essential thing, he does not see how a subscription service can be logical to the community.  
13 He said he has heard there is a drop of 40 percent in participants with subscription services.  
14 He said it is a gamble to maintain this and have it be cost effective. He feels this could  
15 undermine the County's relationships with the Towns, since all of the Town residents have  
16 mandatory recycling, and the County would not. He said he knows many people who would  
17 put their recycling in a garbage bag and throw it away to save \$20. He encouraged the Board  
18 to go with a tax district.  
19

20 Terri Buckner lives in the rural curbside area of Heritage Hills. She encouraged the  
21 Board to go with the service district. She noted that there are many renters in southern Orange  
22 County, and those people cannot pay this fee by their tax bill, thus the fee would go to the  
23 homeowner. She feels this will impact the participation rate. She said she has fluctuated  
24 between using the curbside recycling and taking it to the convenience center. She said she  
25 does better with the curbside. She feels that the subscription service will take out more than 20  
26 percent and will reduce the progress toward achieving the goal. She said she sees a lot of  
27 yellow around the blue on the map, and she wondered if including some of this area in the  
28 mandatory service district might bring down the \$58 fee.  
29

30 Don O'Leary said he lives in the rural area of Orange County. He said he already has to  
31 go to the dump, and he takes his recycling when he goes. He said there is no need to have a  
32 recycling truck come by his residence. He said he would personally opt out if given the option.  
33 He feels it is progress to allow folks to opt out.  
34

35 The following written submissions were also received for public comment:  
36

37 From: Jan Sassaman  
38 Phone Number: 919-933-1609  
39 Message:  
40 Dear County Commissioners:  
41

42 Unfortunately, I cannot be at your meeting this evening, but would like you all to hear (or read)  
43 what I would say about Action Agenda Item 7b "Rural Curbside Recycling were I able to be  
44 there.  
45

46 I am somewhat dismayed that such a proposal has come before you. After months of  
47 discussions among elected officials and managers of the three towns and the county, all parties  
48 seemed to have come together and the towns, especially Chapel Hill, have come to the  
49 conclusion that it is in the best interests of their residents for them to work with the county and  
50 to have the county take the lead in recycling. To that end, it is my understanding that the towns

1 will collect a mandatory fee from residents and that the proceeds of that fee will be used by the  
2 county for curbside recycling within the individual towns. It was also my understanding (based  
3 on discussions at county, town, and joint meetings of elected officials) that the county would  
4 collect funds for rural curbside recycling by means of a district tax structure within those areas  
5 of the county where recycling would be collected at the curb.  
6

7 As I read it, the proposal before you would establish a Rural Curbside Recycling Subscription  
8 Service to be operated by the county and necessitating up front purchase of two new recycling  
9 vehicles and up to 11,000 roll carts, as well as paying for the first six months of service to those  
10 rural customers with \$315 K from general funds. Based on this understanding, I have several  
11 questions that I hope you will ask of staff and for which you will require detailed and satisfactory  
12 response before approving considering a subscription-based rural curbside recycling program.  
13

14 1. The action item abstract is based on an expectation that only 20% of the existing 13,700  
15 households currently receiving curbside collection will opt out of the service, thus necessitating  
16 purchase of 11,000 carts. Currently, with a service not covered by a fee and essentially paid up  
17 front, we have significantly less than 80% participation. I understand on the order of 60%  
18 participation. Given the high level of educational outreach to date, it is unreasonable to expect  
19 that significantly more households will now elect to pay for a service that at present they do not  
20 use, despite the fact that it is already paid for. Lack of an adequate subscriber base will likely  
21 require a significant increase in the annual cost of the program per subscriber, resulting in  
22 additional erosion of the subscriber base and potentially leading to an upward spiral of costs  
23 and a downward spiral of the program. Alternatively, it may result in the need for additional  
24 subsidies from the general!

25 fund. Thus success of this program would depend upon enrolling 80% of the eligible  
26 population in the program. Such a key factor, and evidence that 80% participation is not  
27 assured, warrants additional evidence and assurance from staff that education and outreach  
28 would increase participation rates.  
29

30 2. If this program is approved as outlined in Action Agenda Item 7b, there are a number of  
31 potential pitfalls. As outlined, the county would purchase 2 trucks, and more importantly, up to  
32 11,000 roll carts would be purchased to be placed in service no later than January 1, 2015. If  
33 significantly less than 11,000 customers elect to continue service, we can have a significant  
34 sunk cost of those carts not needed. As the individuals in the customer base change as people  
35 move, decline service, etc., how will county staff keep track of who has paid for the service and  
36 who does not get service, as well as who should have the carts and where are they. Carts are  
37 not cheap disposable items. These and other key operational issues should be addressed  
38 before approving Action Agenda Item 7b.  
39

40 3. Lastly, there is the issue of perception associated with both a voluntary service in the  
41 county and the diversion of general funds to pay for the first 6 months of the program. The  
42 towns have agreed to participate with the county on curbside recycling, but there has been at  
43 least an implied assumption that the town and rural programs would be equivalent (mandatory,  
44 fee-based in the towns and tax district-based in the county). With approval of Action Agenda  
45 Item 7b, the playing field may well be changed, if not in fact, at least in perception. I urge you to  
46 assure yourselves of acceptance of such a program on the part of your equivalent town elected  
47 officials before approval. The recycling efforts in Orange County do not need another bump in  
48 the road.  
49

50 Thank you for your consideration. I again apologize for not being able to be there this evening.

1  
2 Jan Sassaman  
3 201 Bolinwood Dr.  
4 Chapel Hill, NC 27514  
5  
6  
7

8 Dear Commissioners:  
9

10 Thank you for taking the time to carefully examine funding options for rural curbside recycling.  
11 We fully support the manager's recommendation for a voluntary fee for users of the service  
12 (called a "subscription fee"). We would appreciate your help in asking staff to clarify:  
13 (1) whether the rural service will be weekly or bi-weekly; (2) what constitutes "written  
14 notification" to opt-out - specifically whether email notification will be accepted; and (3) what  
15 happens if a household decides to opt-out after the initial 45 day opt-out period.  
16

17 The option to charge a fee subsidized by general fund revenues seems fair and easy to  
18 understand. It is consistent with the funding approach that will be used for the town's  
19 recycling and for the convenience centers. We hope that you will ask staff to disclose the  
20 amount of the general fund subsidy in their annual budget. That would improve fiscal control  
21 and transparency.  
22

23 Questions have been raised about the suitability of roll carts for rural homes with long private  
24 roads and driveways. The county could increase participation if customers were given the  
25 option to choose roll carts or keep their orange bins. Either way, you may want to delay  
26 investing in new trucks and roll carts until you have a better idea about participation rates.  
27

28 Please adopt the manager's recommendation to provide services under a voluntary subscription  
29 fee that allows households to opt out. Whether they choose to use curbside recycling or  
30 not, we are confident that rural households will continue to recycle aggressively.  
31

32 Thank you for considering our view. Please include this letter in the public record.  
33

34 Sincerely,  
35

36 *Tony Blake, White Cross Community*  
37 *Alex Castro Jr, White Cross Community*  
38 *Katherine Cheek, Schley Community*  
39 *Laura Duncan, Mebane Community*  
40 *Sam Gharbo, Efland Community*  
41 *Steve Graf, Cedar Grove Community*  
42 *Bonnie Hauser, Orange County Voice*  
43 *Carroll Hawkins, Cedar Grove Community*  
44 *Tommy Holmes, Orange Grove Community*  
45 *Ed Johnson, Buckhorn Community*  
46 *Kathy Kaufman and Mike Narotsky, Lucy Lane Community*  
47 *Dave Laudicina, Meadowview Community*  
48 *Virginia Leslie, Collins Creek Community*  
49 *Mac McDade, Cedar Grove Community*  
50 *Joann Mitchell, Efland Habitat Community*

1 *Robert Nutter, Maple View Farm*  
2 *Paul Rockwell, Orange Grove Community*  
3 *Lori Schweickert, Teer Road Community*  
4 *Llane Salgado, Transition Carrboro-Chapel Hill*  
5 *Lorretta Smith, Efland Community*  
6 *Maria Tadd, Ferguson Community*  
7 *Susan Walser, Western Park Community*  
8 *Chris Weaver, Caldwell Community*  
9 *Dick and Norma White, Schley Community*  
10 *Randall Williams, Mount Mitchell/Apple Mill Community*  
11  
12

13 Chair Jacobs said he feels that the County's municipal partners have the expectation  
14 that Orange County will not undermine the viability of the recycling program.

15 Commissioner McKee thanked the manager for including the option for residents to  
16 continue use of the current recycling bins. He also thanked him for the inclusion of the  
17 evaluation at the beginning of 2015, in the event that the Board goes with the manager's  
18 recommendation. He feels this evaluation would give the Board the option to re-direct and go  
19 with the tax district.

20 He said the opt-out was a critical issue for him; and he is convinced that some people  
21 will opt out, but he does not believe it will be 20 percent. He feels that when new customers are  
22 figured in, the loss will be less than 20 percent. He said he has spoken with people who have  
23 curbside recycling in his area and these residents like it and don't want to lose it. He does not  
24 believe these people will opt out. He is aware of several communities that also want to opt in as  
25 a viable route.

26 Commissioner McKee said he likes this option and the above mentioned provisions. He  
27 does not know how to address the possible disparity questions from the town. He said the only  
28 argument he could make against the tax district is that some properties will be paying for a  
29 service they cannot get.

30 Commissioner Dorosin asked if the 20 percent estimate is based only on the parcels  
31 already in the service area.

32 Michael Talbert said that is correct.

33 Commissioner Dorosin asked if there is a sense of how many of these residents were  
34 already not participating in the service.

35 Michael Talbert said this information can be gotten from the RFID chips on the newer  
36 containers. He said, from the visual perspective of the drivers, about 60-65 percent set out  
37 recycling containers on any given 2 week schedule. He said this may mean that people only  
38 use the service once a month or it may mean that only 65 percent are using it, though he does  
39 not think this is the case.

40 Commissioner Dorosin said the premise of the "opt out" option is that people, who may  
41 recycle when it is part of their taxes, won't participate if it is a separate bill. He is trying to  
42 understand this. He said this seems odd, since he feels people recycle because they are  
43 philosophically committed to it, or they are not. He does not feel that he has enough  
44 information about the impacts of any of these options.

45 Commissioner Rich said she feels the same way about not having enough information  
46 to make a decision. She said the raising of the fee may cause people to opt out, and the idea  
47 of the subscription service does not sit well with her. She feels the County should have a  
48 program that everyone could use, and she is not in favor of this.

49 Commissioner Gordon said she is concerned about the subscription service. She said  
50 one concern is that the best case scenario would be that 20% would opt out. She said this

1 means that the best estimates are that the participation rates will be lower than they are now.  
2 She questioned what the expectations of the municipalities would be. She noted that the  
3 municipalities have all residents participating, and she feels that the County needs to touch  
4 base with the Town officials about this.

5 Commissioner Gordon said she understands the concern regarding the fact that vacant  
6 properties will have to pay the fee. She said she would like to see a public hearing on the  
7 service district. She said this would allow comments and would give time to provide more  
8 information on the subscription service.

9 Commissioner Pelissier said the Board is between a rock and a hard place. She said  
10 the County should have the right to levy a fee. She feels there are a lot of uncertainties, and  
11 some of this information simply isn't out there. She said a decision simply has to be made how  
12 to proceed, and she would like to mirror the Towns as much as possible. She said taxes are  
13 always paid for services that not everyone uses. She said land owners don't use most of the  
14 services they pay for, but there are things that just have to be accepted. She wants to see the  
15 community maintain its commitment to recycling. She thinks the best option is to do a tax  
16 district. She said a public hearing needs to be held sooner rather than later.

17 Commissioner Price said she concurs with the previous comments, and her main  
18 concern is the increase of the fee.

19 Michael Talbert said the fee will go up no matter what option is chosen.

20 Commissioner Dorosin echoed Commissioner Pelissier's point. He thinks it is wrong to  
21 think that one option is going to yield greater participation. He does think if this service is  
22 important then the way to pay for it is through taxes. He would support a hearing on the service  
23 district, and then the Board can take it from there.

24 Commissioner McKee said the main point is the commitment to recycling, and he is  
25 most comfortable with providing an option to do this for a fee rather than an additional tax. The  
26 cost will go up \$20 a year, and that is not that much.

27 Chair Jacobs said he came to this meeting without a starting inclination, wanting to hear  
28 what his peers had to say. He said he is inclined to stand by the principle of minimizing their  
29 adverse impact on the environment. He said the way to do that is to provide the residents a  
30 service that will make it easy for them to do the right thing. He is more inclined to talk about  
31 having a district.

32 He said there needs to be a commitment to be more aggressive to providing a service to  
33 those who pay for it. He said if the County is going to charge someone for a service, then that  
34 resident should have the opportunity to use it. He said all of the yellow area should be served if  
35 it is within the tax district, and if this has to be serviced by the general fund then this will be  
36 done.

37 Michael Talbert said part of the process of establishing a service district is to come back  
38 to the Board with a plan to serve everyone in yellow within a reasonable period of time.

39 Chair Jacobs said he is saying that this should be presented up front.

40 Commissioner Dorosin asked if there is any rough estimate for the amount of the tax for  
41 a tax district.

42 Michael Talbert said the estimated property value within the district is \$4.2 billion. He  
43 said if the cost remains in the \$600,000 range that would mean a tax rate of about 1.5 cents.  
44 He said expansion to serve more areas may require additional trucks and crews, which would  
45 mean more expense.

46 Chair Jacobs said it would be good to have a more detailed analysis of what will be  
47 asked of people before the public hearing. He said he would like to see the cost per parcel, per  
48 hundred dollars.

49 Michael Talbert said this is the next logical step, and if this is the pleasure of the Board,  
50 it could be brought forward in January.

1 Commissioner Rich asked about a clustered area in southern Chapel Hill that is not in  
2 the blue. She asked for clarification on why this would not be serviced when the areas around it  
3 are serviced.

4 Michael Talbert said this district was defined about a year ago, and it was based on  
5 existing routes. He said this district was just filled in with parcels for this map. He said this may  
6 change if a district plan is developed.

7 Chair Jacobs said it sounds as if the majority board wants option 1, on page two, which  
8 is to create a solid waste service district. He asked for clarifications on the ramifications of this.

9 Michael Talbert said this starts on page 6, and is from the October 8<sup>th</sup> abstract.

10 He reviewed the abstract information below:

11  
12 There is a process to create a Solid Waste Tax Service District that is identical to the process  
13 used for the creation of Fire Service Districts completed in the spring of 2013.

14  
15 **Schedule and Publish a Notice of Public Hearing:**

16  
17 Prior to the Public Hearing, the County must prepare a Report on the district. A copy of the  
18 report must be kept in the Clerk's office. The report must contain the following:

- 19  
20 1. A map of the proposed district, showing its proposed boundaries;  
21 2. A statement showing that the proposed district meets the standards set out in subsection  
22 (a); and  
23 3. A plan for providing one or more of the services listed in G.S. 153A-301 to the district.  
24

25 The Report should also include:

- 26  
27 1. The resident or seasonal population and population density of the proposed district.  
28 2. The appraised value of property subject to taxation in the proposed district.  
29 3. The present tax rates of the county and any cities or special districts in which the district or  
30 any portion thereof is located.  
31 4. The ability of the proposed district to sustain the additional taxes necessary to provide the  
32 services planned for the district.  
33 5. If it is proposed to furnish water, sewer, or solid waste collection services in the district, the  
34 probable net revenues of the projects to be financed and the extent to which the services will  
35 be self-supporting.  
36 6. Any other matters that the commissioners believe to have a bearing on whether the district  
37 should be established.  
38

39 Notice of Public Hearing must be mailed (first class prepaid is fine), at least 4 weeks prior to the  
40 date of the public hearing, to the "owners as shown by the county tax records as of the  
41 preceding January 1 (and at the address shown thereon) of all property located within the  
42 proposed district."  
43

44 Commissioner McKee asked if this is doable with the current staff.

45 Michael Talbert said staff may need extra help to get out 13,000 letters, which would  
46 have to go out 4 weeks prior to a public hearing. He said if the Board would be willing to set a  
47 late March or early April public hearing date, this would give staff adequate time to put together  
48 the details of a district.

49 Commissioner Gordon asked if the idea was to come back with plan in January.

1 Michael Talbert said yes, and the idea was that the public hearing dates would be set at  
2 that time.

3  
4 A motion was made by Commissioner Pelissier, seconded by Commissioner Rich to  
5 direct staff to come back with a plan on January 23<sup>rd</sup> for public hearings, with the intent to  
6 establish a solid waste district by July 1, 2014.

7  
8 Commissioner Dorosin said he can support the motion for the hearing, but this does not  
9 mean he will support the district. He said the argument about the value of recycling is counter-  
10 balanced by the value of trying to maintain affordability in the County. He said discussion about  
11 a 1.6 cent tax on the rural areas of the County is troubling, especially when it does not  
12 guarantee more participation than the other option. He is not comfortable with the wording  
13 regarding intent.

14 Commissioner McKee said he will not support this motion, because he feels the Board is  
15 walking past a viable option with the subscription service. He said this provides a stop gap  
16 option with the ability to see if it will work. He questioned if it is viable to tax when there is no  
17 guarantee that it will mean more participation. He said residents are committed to recycling,  
18 and he does not hear residents in the rural part of the County making arguments against it. He  
19 does not believe there will be a 20 percent drop.

20 Commissioner Price said she can support the motion, but she does have a problem with  
21 the word "intent."

22 Commissioner Pelissier said she could withdraw the word "intent", but she feels there  
23 does need to be some level of intent.

24 Commissioner Pelissier said she would like to vote on her original motion first and see  
25 where things stand.

26 Commissioner Gordon questioned the meaning of the word intent.

27 Chair Jacobs said there is no point in having a public hearing if there is no willingness to  
28 change the premise.

29 Commissioner Gordon said she does not think intent means a commitment.

30 Michael Talbert said the commitment will come after the public hearing and before the  
31 budget is adopted.

32  
33 VOTE: Ayes, 6; Nays, 1(Commissioner McKee)

34  
35 **c. Recommended Uses of General Fund Unassigned Fund Balance as of June**  
36 **30, 2013**

37 The Board considered a recommendation for the use of the General Fund Unassigned  
38 Fund Balance in excess of the BOCC's fund balance policy.

39  
40 Clarence Grier read the following information from the abstract:

41  
42 On April 5, 2011, the BOCC adopted a fund balance policy that states:

43  
44 *The County will strive to maintain an unassigned fund balance in the General Fund of 17%*  
45 *percent of budgeted general fund operating expenditures each fiscal year. The amount of*  
46 *unassigned fund balance maintained during each fiscal year should not fall below 8% percent of*  
47 *budgeted general fund operating expenditures, as recommended by the North Carolina Local*  
48 *Government Commission.*

49

1 Clarence Grier said the 17 percent for unassigned balance is based on a  
 2 recommendation by the Government Finance Officers Association. He said this equals just over  
 3 two months of expenditures for the fiscal year.  
 4

5 He reviewed the following information from the abstract:  
 6 As of June 30, 2013, the General Fund Unassigned Fund Balance totaled \$41.8 million  
 7 (Attachment 2). Of this amount, \$5.2 million was appropriated prior to the end of the fiscal year  
 8 to balance the FY 2013 – 2014 General Fund Operating Budget. After the appropriations of the  
 9 General Fund's fund balance available for appropriation, the General Fund unassigned fund  
 10 balance as of June 30, 2013 was \$36.6 million, which represents 20.17% of the General Fund  
 11 expenditures as of June 30, 2013. This represents approximately a 125% increase in the  
 12 General Fund unassigned fund balance since June 30, 2009. Additionally this represents  
 13 unassigned fund balance in excess of the fund balance policy of \$5.7 million.  
 14

15 Clarence Grier said that staff recommends that the BOCC consider the following  
 16 suggested uses:  
 17

18 **General Fund Balance Available for**  
 19 **Appropriation**  
 20 **As of December 10, 2013**

|  | <b>Totals</b>        |
|--|----------------------|
| 21 Fund Balance Available for Appropriation (A), June 30, 2013                                   | \$ 41,798,172        |
| 22 Fund Balance, Assigned  |                      |
| 23   | <u>\$ 5,190,118</u>  |
| 24 Total Assigned Fund Balance (B)   | <u>\$ 5,190,118</u>  |
| 25   |                      |
| 26 Fund Balance Unassigned (A less B), June 30, 2013   | <u>\$ 36,608,054</u> |
| 27   |                      |
| 28 General Fund Expenditures for the year ended June 30, 2013                                    | <u>\$181,528,386</u> |
| 29   |                      |
| 30 General Fund Unassigned Fund Balance as of June 30, 2013                                      |                      |
| 31 As a Percentage of General Fund Expenditures  | 20.17%               |
| 32 BOCC Fund Balance Policy - 17 %   | 17.00%               |
| 33   |                      |
| 34 General Fund Unassigned Fund Balance as of June 30, 2013                                      |                      |
| 35 In excess of the Board's policy   | \$ 5,748,228         |
| 36 Less: Sportsplex Land Purchase  | (382,000)            |
| 37 <b>Less: OPEB Funding</b>   | <b>(3,000,000)</b>   |
| 38 Less: CY Appropriation of Fund Balance  | <u>(225,539)</u>     |
| 39   |                      |
| 40 Additional Unassigned Fund Balance Available for Appropriation                                |                      |
| 41 As of November 30, 2013   | \$ 2,140,689         |
| 42   |                      |
| 43 Suggested Current Year uses of the Additional Fund Balance Available to avoid financing cost: |                      |
| 44 County Rural Recycling (1/2 Year Funding for FY 2014-15)                                      | <u>(315,000)</u>     |
| 45   |                      |
| 46 Additional Amounts Available for Appropriation  |                      |
| 47 for Current Fiscal Year or FY 2014 -15  | <u>\$1,825,689</u>   |
| 48   |                      |
| 49 * 17% Fund Balance totals.....  | <u>\$30,859,826</u>  |
| 50   |                      |

1  
2 Clarence Grier said the \$3 million into the Other Post Employee Benefits (OPEB) will  
3 fully fund the annual required pay as you go contribution.

4 He said he would recommend that the \$315,000 for the recycling program be held for  
5 start up.

6 He reviewed the fund balance changes outlined in attachment 3, and said the fund  
7 balance has increased by 65 percent since 2008, and 125 percent since 2009.

8 Michael Talbert referred to attachment 2 and noted the appropriated fund balance of  
9 \$5,190,000 from last year. He said this same amount will need to be appropriated next year in  
10 order to remain even. He said it is wise and prudent to leave \$1.8 million available moving  
11 forward, especially as the Board is concerned about not having a tax increase until the 2015-16  
12 bond referendum. He said this would allow the ability to do one more year's budget with  
13 reasonable revenue growth, without a property tax increase.

14 He referred to page 55 of the audit that the Board received tonight. He said that page is  
15 dedicated OPEB. He noted the total accrued liability of \$65 million and said the addition of the  
16 recommended \$3 million will get the County to almost a 10 percent funding level of the \$65  
17 million. He said this item will no longer be in the notes of the 2015-16 financial statement, but it  
18 will be on the financial statement. He said there needs to be a plan of how to fund it in order for  
19 the bond rating agencies to look favorably on it.

20 Chair Jacobs asked for clarification that the manager's recommendation is to approve  
21 the suggested uses of the fund balance. He asked how specific the Board needs to be.

22 Michael Talbert said it should be a general statement, and this will be included in the  
23 budget amendment in January.

24 Chair Jacobs asked if the Board should entertain a conversation about possible uses  
25 now.

26 Michael Talbert said the intent was to talk about solid waste.

27 Commissioner Gordon said she wants to make sure she understands what is included in  
28 the approval for tonight. She asked if this includes the \$382,000.

29 Clarence Grier said the \$382,000 has already been approved, and tonight's approval will  
30 be for just the OPEB \$3 million.

31 Commissioner Dorosin clarified that the manager's recommendation is to have the \$1.8  
32 million stay as is.

33 Michael Talbert said yes. He said that flexibility will be needed to fund the CIP and the  
34 operating cost for next year.

35 Commissioner Dorosin said he would be in favor of moving some of this to the Social  
36 Justice fund.

37  
38 A motion was made by Commissioner Gordon, seconded by Commissioner Rich to  
39 approve the suggested use of the fund balance for OPEB.

40  
41 VOTE: UNANIMOUS

42  
43 Chair Jacobs noted that if the Board does not raise taxes for 2014-15, it would be the 6<sup>th</sup>  
44 year that the Board has not raised taxes. He said it might be argued that, subject to  
45 uncontrolled circumstance, a fairly stable system of financial governance has been achieved.  
46 He said this is a good improvement.

47  
48 Commissioner Dorosin said the school district tax has been raised, so it is not accurate  
49 to say taxes have not been raised.

50 Chair Jacobs said the general property tax has not been raised.

1  
2  
3 **a. Whitted Permanent Meeting Room Technology Elements Update**

4 The Board continued review of the visual aid technology elements related to the dais  
5 and floor meeting video content viewing identified by the Board; receive demonstrations of the  
6 proposed podium mounted visual display and a dais mounted display; and authorize the  
7 Manager to proceed with the podium mounted display and the study of visual display  
8 technologies that integrate into devices provided to the Board.  
9

10 Jeff Thompson said the Board specifically wanted to be able to see clearly from the  
11 dais. He said the dais is about 7 inches off the floor, and the video monitor is 12 feet away from  
12 the center of the dais. He said the monitor is 60 inches and has a 173 degree wide viewing  
13 angle.

14 Jeff Thompson referred to the demonstration of a network streaming system that will  
15 follow the podium's content. He said this will allow the podium content to be at the  
16 Commissioner's places.

17 Jeff Thompson said the podium will be handicap accessible, and it will be on casters so  
18 it can be moved around the room.

19 Commissioner Price asked why the current podium is not closer.

20 Jeff Thompson said this has to do with the current position of the camera and lighting.

21 Commissioner Gordon said she can see the screen quite well as it is. She asked about  
22 the content streaming and whether this would be received on a specific type of device.

23 Jeff Thompson said staff will be testing this on several devices. He said the technology  
24 can accommodate up to 50 users in the room.

25 Commissioner Gordon said it seems the podium display works for people who don't  
26 have a device, but others can use individual devices. She said this gives flexibility to have  
27 varying numbers of people seated at the dais.

28 Jeff Thompson said the dais will accommodate up to 11 people.

29 Commissioner Rich said she does like looking at the presenter and podium, and she  
30 likes being able to bring it up on the computer.

31 Chair Jacobs said having up to 50 people able to access the feed may help reduce the  
32 necessary number of overhead monitors.

33 Chair Jacobs asked if there is a standard distance of the podium from dais.  
34

35 David Taylor said the distance is similar to distance at Town of Chapel Hill and the Town  
36 Council chambers. He said the podium is on casters, which makes it flexible.

37 Jeff Thompson said when staff did the tours years ago, many places had intimate  
38 closeness - as little as 8 feet. He said this can be moved back to suit the Board's pleasure.

39 Chair Jacobs said he would be interested to see different permutations of the closeness  
40 of the podium to dais.

41 Commissioner McKee asked if it is possible to have more than one junction box.

42 David Taylor said the plan is to have three floor boxes for wiring. He said adding more  
43 floor outlets would cause more construction in the health department, and these are also  
44 expensive.

45 Commissioner Gordon asked why one of these boxes will be located in the conference  
46 room.

47 David Taylor said this will allow a network in the conference room, and the ability to plug  
48 in laptops and project onto a flat screen.

49 Jeff Thompson said this makes that room much more flexible from a technology  
50 standpoint.

1 David Taylor said this could be helpful for closed session presentations.  
2

3 A motion was made by Commissioner Gordon, seconded by Commissioner Rich to  
4 authorize the Manager to proceed with the podium mounted display and the study of visual  
5 display technologies that integrate into devices provided to the Board.  
6

7 Commissioner Gordon said she would like some sort of mockup of the room before the  
8 final decisions are made.

9 Jeff Thompson said this is part of the plan.  
10

11 VOTE: Ayes, 6; Nays, 1 (Commissioner Dorosin)  
12

13 Commissioner Dorosin said four of the Commissioners use laptops, and he thinks the  
14 big screen facing the dais is unnecessary and is not a good use of funds. He said the podium  
15 is too close and should be further back.

16 Chair Jacobs said the big screen could be removed or turned off if it was found to not be  
17 useful. He agreed with the idea of seeing a mockup of the room.  
18

## 19 **8. Reports**

### 20 **a. Emergency Shelter Future Needs Report**

21 The Board received a report from the Orange County Partnership to End Homelessness  
22 regarding the future provision of emergency homeless shelter services in the County.  
23  
24

25 Commissioner Pelissier said last year Commissioner Rich asked to look at the needs for  
26 an emergency shelter, and this was referred to the Partnership to End Homelessness. She  
27 apologized that it has taken longer than expected to respond. She said the request was made  
28 when the partnership was in the middle of revising its plan, and this process could not be  
29 stopped. She said there are also a lot of changes happening at the federal level. She said, in  
30 reality, the partnership has to look at all of the housing needs of all the homeless. She said the  
31 IFC shelter has evolved from an emergency shelter to transitional housing.

32 Commissioner Pelissier said an evaluation sub-committee and a housing sub-committee  
33 worked on this. She said the question of assessing housing needs is not just about emergency  
34 shelter. She said it involves four types of housing - emergency housing, transitional housing,  
35 permanent supportive housing, and rapid re-housing.  
36

37 She reviewed the following section of the report  
38

### 39 **Orange County Partnership to End Homelessness** 40 **Homeless Housing Needs Assessment** 41

42 Definitions of homeless housing types:

- 43 • **Emergency Shelter:** short-term shelter, often up to thirty (30) or sixty (60) days.
- 44 • **Transitional Housing:** long-term shelter providing increased case management and services,  
45 often up to two (2) years.
- 46 • **Permanent Supportive Housing:** rental housing for people who are physically and/or  
47 mentally disabled and homeless and not capable of living independently; supportive services  
48 are provided and tailored to individual needs.
- 49 • **Rapid Re-Housing (RRH):** homeless people are thoroughly assessed and housed in  
50 subsidized and non-subsidized apartments and receive services to help them become self-

1   reliant; program enrollment can be three (3) months to two (2) years. *NOTE: Department of*  
 2   *Housing and Urban Development (HUD) data demonstrates that RRH programs are highly*  
 3   *successful and cost effective for ending homelessness and has determined it to be a best*  
 4   *practice.*

5  
 6  
 7           Commissioner Pelissier reviewed the findings and recommendations from the report, as  
 8   listed below:

9  
 10   Emergency Shelter (ES)

- 11   • no beds are needed for families (none currently exist - all IFC ES beds are for individuals)
- 12   • there is a surplus of 57 beds for individuals (who need TH, RRH or PSH)

13   Transitional Housing (TH)/Rapid Re-Housing (RRH)

- 14   • there is a surplus of 20 beds for families (who need PSH)
- 15   • 38 additional beds are needed for individuals (who are currently on the streets or in ES)

16   Permanent Supportive Housing (PSH)

- 17   • 10 additional beds are needed for families (who are currently in ES or TH)
- 18   • 47 additional beds are needed for individuals (who are currently on the streets, in ES or in TH)

19   The OCPEH will annually conduct its Unmet Need Calculation and use these findings to  
 20   regularly update the goals and strategies of its Plan to Prevent and End Homelessness.

21  
 22   Recommendations

23   Based on Orange County's Unmet Need Calculation, HEARTH Act goals and evidence-based  
 24   practices the OCPEH recommends:

25  
 26   1. Our community should increase funding for Rapid Re-Housing (administered by the  
 27   Department of Social Services) and Permanent Supportive Housing (administered by Cardinal  
 28   Innovations and the Center for Excellence in Community Mental Health) programs, both of  
 29   which are evidence-based practices for helping people ultimately resolve their homelessness.

30  
 31   2. At present there is no need to invest in Emergency Shelter capacity.

32  
 33           Commissioner Pelissier said, per HUD requirements, the County needs to monitor this  
 34   on a yearly basis. She said the Commissioners will be receiving a full report about the change  
 35   in the plan, which integrates the housing with the services. She said Jamie Rohe will be out of  
 36   the Country, and this will delay this a bit. She said it is challenging to talk about some of this  
 37   without the context of the federal changes, best practices and the plan to end homelessness.

38           She said the summary of the changes centers on solving the problem of homelessness,  
 39   and ending it, rather than managing it.

40           Jamie Rohe said the evolution of the field of homelessness has really shifted from the  
 41   immediate emergency response, to longer term shelter, to transitional housing. She said it has  
 42   now evolved to permanent supportive housing, which is intended to stop the revolving door of  
 43   people with disabilities coming in and out of shelters, and get them off the street. She said  
 44   chronic homelessness is a tragic human condition, and it is very expensive for society.

45           She said rapid re-housing is the newest model, and it is seen as a way to end  
 46   homelessness as quickly as possible, while right sizing the assistance being received.

47           Jamie Rohe said the homelessness housing situation is viewed as a system. She said  
 48   there will always be a need for emergency shelter, but permanent supportive and rapid re-  
 49   housing are what is recommended to actually end homelessness.

1 Commissioner Pelissier said the jail alternatives workgroup discussed the issue of  
2 permanent supportive housing today. She said this was a roadblock to all of the individuals  
3 cycling in and out of the jails.

4 Commissioner Price asked if work is being done with employment agencies to help  
5 people get out on their own and be able to stay in a home.

6 Jamie Rohe said income and housing are essential to ending homelessness. She said,  
7 for people who are able to work, one of the primary initiatives of the partnership is the job  
8 partners program. She said this is administered by the Community Empowerment Fund. She  
9 said this group is also working with Job Link and the Skills Development Center, as well as  
10 other partners in the community.

11 She said the partnership is recommending the prioritization of investing in permanent  
12 supportive housing and rapid re-housing, and she would like to have a richer dialogue with the  
13 Board and elected officials to explain why. She said there is not enough affordable rental  
14 housing, and this is a huge problem.

15 Commissioner Rich asked if the Board could continue this discussion in more detail at a  
16 later date. She would like to know where these homeless people are staying if they are not  
17 staying at the shelters. She said this is a good start, but the conversation needs to be  
18 continued.

19 She said she is not yet requesting another shelter, though she has not crossed that off  
20 either. She said it is important that the information be shared, so decisions can be made. She  
21 said the IFC does not want to be an emergency shelter anymore. She would like to keep the  
22 conversation open so that decisions can be made. She does not want this to be put on a shelf.

23 Commissioner Pelissier suggested the Board should have a work session to look at the  
24 big picture and the revised plan when Jamie Rohe returns.

25 Commissioner Price requested some statistics for this work session on who is using the  
26 facilities.

27 Jamie Rohe said she would encourage the County to have the dialogue with all of the  
28 local governments. She would like to see coordination of efforts for affordable housing.

29 Chair Jacobs said this was discussed at the Assembly of Governments, and there has  
30 been further discussion with the manager regarding the creation of this kind of partnership. He  
31 said if the Board decides to consider an affordable housing bond, there will need to be  
32 coordination of the needs and an understanding of who is doing what.

33  
34 PUBLIC COMMENT:

35 Mark Peters said he and his family have donated significant time and money to fight  
36 homelessness in the Triangle and other parts of the Country. He said it is good to see the rapid  
37 re-housing and permanent supportive housing work addressing the dismantling of alternatives  
38 for the mental health system.

39 He said he has looked at the report, and he would like to see a clear accounting of what  
40 is needed overall and what is available at specific facilities in the area. He said he would like  
41 these details to be included in the agenda materials.

42 He asked where the men's emergency shelter beds will be provided. He is concerned  
43 that there is a hole here. He asked who will be providing the emergency beds when the shelter  
44 closes.

45 He said read the last statement in the report, which stated there is no need to invest in  
46 emergency shelter capacity. He said this is not supported by the report, unless there is a men's  
47 shelter capacity in the County that he is not aware of. He said if the writer's intent is simply to  
48 advocate for funding other initiatives, which leaves the emergency shelter unfunded, then this  
49 should be plainly stated.

1 His request is that the Commissioners need to plan for emergency shelter capacity and  
 2 site it with fair share principles and appropriate public input.  
 3  
 4

5 **9. County Manager's Report**

6 NONE  
 7

8 **10. County Attorney's Report**

9 NONE  
 10

11 **11. Appointments**

12  
 13 **a. Agricultural Preservation Board – Appointment**

14 The Board considered making an appointment to the Agricultural Preservation Board.  
 15

16 A motion was made by Commissioner McKee, seconded by Commissioner Rich to  
 17 appoint Noah Rannells to the Agricultural Preservation Board where he will be serving a first full  
 18 term expiring 06/30/2016 as an at-large representative.  
 19

20 VOTE: UNANIMOUS  
 21

22 **b. Animal Services Advisory Board – Appointment**

23 The Board considered making appointments to the Animal Services Advisory Board  
 24 (ASAB).  
 25

26 A motion was made by Commissioner McKee, seconded by Commissioner Gordon to  
 27 refer this item back to the ASAB for recommendations.  
 28

29 Commissioner Price said she was going to nominate people and she noted that there  
 30 are letters from the board.

31 Commissioner Dorosin said he is not satisfied with the letters from the ASAB. He said  
 32 the letters illustrate his concern that the qualifications are arbitrary. He said it seems to be very  
 33 subjective. He said there need to be some objective standards to these criteria.

34 Commissioner Dorosin suggested a friendly amendment that all of these criteria be  
 35 developed with objective standards.

36 Commissioner McKee said, in a lot of cases, the Board has recommendations for the  
 37 boards receiving appointments. He said there have been recommendations from this board in  
 38 the past and he feels the ASAB staff has the ability to make recommendations of people who  
 39 will fit the positions. He said there is no list, and he feels the Board should wait for this.

40 Chair Jacobs asked if Commissioner McKee would accept the friendly amendment.

41 Commissioner McKee declined the amendment and said this could be discussed at  
 42 another time.

43 Commissioner Price noted that one of the openings was an at-large position with no  
 44 qualifications other than that the appointee is an Orange County citizen. She said she respects  
 45 the recommendation of a committee, but it is the responsibility of the Board to have citizens  
 46 involved in the government process. She said there is no valid reason not to appoint an at-  
 47 large position.

48 Chair Jacobs said the ASAB director had objections to the appointments made at the  
 49 last meeting. Chair Jacobs said he expressed that these appointments are the responsibility of

1 the Board and are under their purview. He said this led to an email tree that is included in the  
2 packet.

3  
4 VOTE: Ayes, 4 (Commissioner Gordon, Commissioner McKee, Commissioner Pelissier,  
5 Commissioner Rich; Nays, 3 (Chair Jacobs, Commissioner Dorosin, Commissioner Price)

6  
7 **c. Chapel Hill / Orange County Visitors Bureau – Appointment**

8 The Board considered making an appointment to the Chapel Hill / Orange County  
9 Visitors Bureau.

10  
11 A motion was made by Commissioner Rich, seconded by Commissioner Gordon to  
12 appoint Mrs. Karen DeHart to the Chapel Hill / Orange County Visitors Bureau. She will be  
13 serving a second full term expiring 12/31/2016 as the NC High School Athletic Association  
14 representative in position 6.

15  
16 VOTE: UNANIMOUS

17  
18 **d. Commission for the Environment – Appointments**

19 The Board considered making additional term appointments for existing commission  
20 members to the Commission for the Environment.

21  
22 A motion was made by Commissioner Gordon, seconded by Commissioner McKee to  
23 appoint to the Commission for the Environment Mr. Loren Hintz to a second full term expiring  
24 12/31/2016 as a Biological Resources representative; and Dr. Jan Sassaman to a second full  
25 term expiring 12/31/2016 as an At-Large representative.

26  
27 VOTE: UNANIMOUS

28  
29 **e. Orange County Parks & Recreation Council – Appointment**

30 The Board considered making an appointment to the Orange County Parks &  
31 Recreation Council.

32  
33 A motion was made by Commissioner Pelissier, seconded by Commissioner Rich to appoint Mr.  
34 Robert Robinson to the Orange County Parks & Recreation Council. He will be serving a first  
35 partial term expiring 3/31/2014.

36  
37 VOTE: UNANIMOUS

38  
39 **12. Board Comments** (Three Minute Limit Per Commissioner)

40 Commissioner Pelissier- none

41 Commissioner Price – none

42 Commissioner Dorosin – none

43 Commissioner McKee wished everyone a good holiday.

44 Commissioner Gordon wished everyone a happy holiday.

45 Commissioner Rich – none

46  
47 Chair Jacobs said that the County had received an email from NCACC asking for input  
48 about the 2014 NCACC Federal Legislative Agenda. He said the deadline is January 10, 2014.  
49 He said the members of the legislative committee, Commissioner Dorosin and Commissioner  
50 McKee, will need to meet with staff before the deadline and set up a mechanism or deadline for

1 other Commissioners to send recommendations. He said staff can then bring forward  
 2 information on what has been the legislative agenda in relation to federal goals. He said there  
 3 is such a wide scope, and it needs to be narrowed down.

4 Chair Jacobs said the County had received a request from the Town of Carrboro asking  
 5 for a letter of support from Orange County in reference to a grant application for the ArtsCenter.  
 6 He said the ArtsCenter and the Town of Carrboro making a joint application as partners to the  
 7 NEA's Our Town creative placemaking program for a planning grant for a downtown Carrboro  
 8 Arts & Creativity District. He said this is needed by January 6, 2014 for inclusion in the  
 9 application. If the Board approves, which was done by consensus, he will write the letter and  
 10 forward to the Town of Carrboro with copies to the BOCC.

11 Chair Jacobs said the 16<sup>th</sup> annual agricultural summit will be held in late February 2014.

12 He asked if the retreat planning committee could let the Board know about the agenda  
 13 before it is finalized.

14 Chair Jacobs requested the Board's permission to write a letter to the Southern  
 15 Environmental Law Center thanking them for their work on behalf of the County.

16  
 17 Commissioner McKee said their first emergency services director, Mr. Bobby Baker,  
 18 passed away this week. He said Bobby Baker put the emergency services department  
 19 together.

20  
 21 **13. Information Items**

- 22  
 23 • December 2, 2013 BOCC Meeting Follow-up Actions List  
 24 • Tax Collector's Report – Numerical Analysis  
 25 • Memorandum on Town-County Collaboration on Protecting Hillsborough Archaeological  
 26 Sites  
 27 • BOCC Chair Letter Regarding Petitions from December 2, 2013 Regular Board Meeting  
 28

29 **14. Closed Session** - NONE

30  
 31 **15. Adjournment**

32  
 33 A motion was made by Commissioner McKee, seconded by Commissioner Gordon to  
 34 adjourn the meeting at [10:45:16 PM](#)  
 35

36 VOTE: UNANIMOUS

37  
 38 Barry Jacobs, Chair

39  
 40 Donna Baker  
 41 Clerk to the Board  
 42

ORD-2014-008

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 18, 2014

**Action Agenda  
Item No.** 6-b

**SUBJECT:** Fiscal Year 2013-14 Budget Amendment #5

---

**DEPARTMENT:** Finance and Administrative  
Services

**PUBLIC HEARING: (Y/N)**

|    |
|----|
| No |
|----|

---

**ATTACHMENT(S):**

Attachment 1. Budget as Amended  
Spreadsheet

Attachment 2. Year-To-Date Budget  
Summary

**INFORMATION CONTACT:**

Clarence Grier, (919) 245-2453

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**PURPOSE:** To approve budget and capital project ordinance amendments for fiscal year 2013-14.

**BACKGROUND:**

**Department on the Environment, Agriculture, Parks and Recreation**

1. The Department on the Environment, Agriculture, Parks and Recreation (DEAPR) has received additional revenue for the following programs:
  - **Soccer Showcase** – Concessions and athletic rentals revenue, totaling \$9,713, from the Classic Showcase Soccer Tournament, held in the fall. Funds will be used for nonpermanent personnel, concessions and Eurosport facility and supply needs.
  - **Concessions** – anticipated additional revenue of \$5,700, based on current year receipts. Staff will reinvest funds back into concession supply purchases.

This budget amendment provides for the receipt of these additional funds. (See *Attachment 1, column 1*).

2. DEAPR has also received two donations for the Conservations Easement Capital Project, totaling \$1,020. Funds will be used for conservation easements to help preserve lands in Orange County. The amended Capital Project Ordinance is below:

**Conservation Easements (\$1,020) – Project # 20006**

Revenues for the Project:

|                              | Current<br>FY 2013-14 | FY 2013-14<br>Amendment | FY 2013-14<br>Revised |
|------------------------------|-----------------------|-------------------------|-----------------------|
| Alternative Financing        | \$590,632             | \$0                     | \$590,632             |
| Donations                    | \$0                   | \$1,020                 | \$1,020               |
| Capital Grants Funds         | \$1,028,280           | \$0                     | \$1,028,280           |
| From General Fund            | \$409,296             | \$0                     | \$409,296             |
| <b>Total Project Funding</b> | <b>\$2,028,208</b>    | <b>\$1,020</b>          | <b>\$2,029,228</b>    |

Appropriated for this Project:

|                        | Current<br>FY 2013-14 | FY 2013-14<br>Amendment | FY 2013-14<br>Revised |
|------------------------|-----------------------|-------------------------|-----------------------|
| Conservation Easements | \$2,028,208           | \$1,020                 | \$2,029,228           |
| <b>Total Costs</b>     | <b>\$2,028,208</b>    | <b>\$1,020</b>          | <b>\$2,029,228</b>    |

**Department of Social Services**

3. The Department of Social Services has received funding notification of Child Welfare State In-Home Aid totaling \$38,926. The aid will fund overtime for staff that provide services to families with maltreated children or in need of services to address family functioning, following an assessment. The State will allocate funds on a quarterly basis. This budget amendment provides for the receipt of these additional funds. (See *Attachment 1, column 2*)

**Department on Aging**

4. The Department on Aging has received funding notification and revenue for the following programs:
- **Volunteer Income Tax Assistance (VITA) Program** – receipt of \$8,085 from the Internal Revenue Service (IRS). Funds will be used to purchase program supplies and replace IT equipment currently on loan from the IRS.
  - **Senior Lunch Program** – a Town of Hillsborough contribution of \$1,300, for program operations, at the Central Orange Senior Center. The department will use the funds for catering services.
  - **Senior Health Insurance Information Program (SHIIP)** - additional funds of \$1,739 from the NC Department of Insurance to support Orange County's Medicare Improvements for Patients and Providers Act.

This budget amendment provides for the receipt of these additional funds. (See *Attachment 1, column 3*)

**FINANCIAL IMPACT:** Financial impacts are included in the background information above.

**RECOMMENDATION(S):** The Manager recommends the Board approve budget and capital project ordinance amendments for fiscal year 2013-14.

**Attachment 1. Orange County Proposed 2013-14 Budget Amendment**

The 2013-14 Orange County Budget Ordinance is amended as follows:

| Original Budget | Encumbrance Carry Forwards | Budget as Amended | Budget as Amended Through BOA #4-B | #1. Revenue from DEAPR's Soccer Showcase and concession collections. | #2. Social Services receipt of \$38,926 for Child Welfare State In-Home Aid. | #3. Department on Aging revenue for VITA services (\$8,085), Senior Lunch Program support (\$1,300) and the SHIIP program (\$1,739). | Budget as Amended Through BOA #5 |
|-----------------|----------------------------|-------------------|------------------------------------|--|--|--|----------------------------------|
|-----------------|----------------------------|-------------------|------------------------------------|--|--|--|----------------------------------|

**General Fund**

**Revenue**

|                                    |                       |                   |                       |                       |                  |                  |                  |                       |
|------------------------------------|-----------------------|-------------------|-----------------------|-----------------------|------------------|------------------|------------------|-----------------------|
| Property Taxes                     | \$ 139,733,522        | \$ -              | \$ 139,733,522        | \$ 139,733,522        | \$ -             | \$ -             | \$ -             | \$ 139,733,522        |
| Sales Taxes                        | \$ 17,190,148         | \$ -              | \$ 17,190,148         | \$ 17,190,148         | \$ -             | \$ -             | \$ -             | \$ 17,190,148         |
| License and Permits                | \$ 313,000            | \$ -              | \$ 313,000            | \$ 313,000            | \$ -             | \$ -             | \$ -             | \$ 313,000            |
| Intergovernmental                  | \$ 13,703,850         | \$ -              | \$ 13,703,850         | \$ 18,572,594         | \$ -             | \$ 38,926        | \$ 11,124        | \$ 18,622,644         |
| Charges for Service                | \$ 9,654,843          | \$ -              | \$ 9,654,843          | \$ 9,700,071          | \$ 15,413        | \$ -             | \$ -             | \$ 9,715,484          |
| Investment Earnings                | \$ 105,000            | \$ -              | \$ 105,000            | \$ 105,000            | \$ -             | \$ -             | \$ -             | \$ 105,000            |
| Miscellaneous                      | \$ 796,718            | \$ -              | \$ 796,718            | \$ 839,601            | \$ -             | \$ -             | \$ -             | \$ 839,601            |
| Transfers from Other Funds         | \$ 1,046,300          | \$ -              | \$ 1,046,300          | \$ 1,058,800          | \$ -             | \$ -             | \$ -             | \$ 1,058,800          |
| Fund Balance                       | \$ 5,190,118          | \$ 645,323        | \$ 5,835,441          | \$ 9,442,980          | \$ -             | \$ -             | \$ -             | \$ 9,442,980          |
| <b>Total General Fund Revenues</b> | <b>\$ 187,733,499</b> | <b>\$ 645,323</b> | <b>\$ 188,378,822</b> | <b>\$ 196,955,716</b> | <b>\$ 15,413</b> | <b>\$ 38,926</b> | <b>\$ 11,124</b> | <b>\$ 197,021,179</b> |

**Expenditures**

|   |                       |                   |                       |                       |                  |                  |                  |                       |
|---|-----------------------|-------------------|-----------------------|-----------------------|------------------|------------------|------------------|-----------------------|
| Governing & Management                  | \$ 15,981,211         | \$ 263,506        | \$ 16,244,717         | \$ 16,245,627         | \$ -             | \$ -             | \$ -             | \$ 16,245,627         |
| General Services                        | \$ 17,646,776         | \$ 71,471         | \$ 17,718,247         | \$ 17,718,247         | \$ -             | \$ -             | \$ -             | \$ 17,718,247         |
| Community & Environment                 | \$ 7,103,245          | \$ 65,048         | \$ 7,168,293          | \$ 7,244,248          | \$ 15,413        | \$ -             | \$ -             | \$ 7,259,661          |
| Human Services                          | \$ 31,459,113         | \$ 87,451         | \$ 31,546,564         | \$ 36,024,355         | \$ -             | \$ 38,926        | \$ 11,124        | \$ 36,074,405         |
| Public Safety                           | \$ 21,445,378         | \$ 157,847        | \$ 21,603,225         | \$ 21,697,733         | \$ -             | \$ -             | \$ -             | \$ 21,697,733         |
| Culture & Recreation                    | \$ 2,495,908          | \$ -              | \$ 2,495,908          | \$ 2,507,410          | \$ -             | \$ -             | \$ -             | \$ 2,507,410          |
| Education                               | \$ 86,289,802         | \$ -              | \$ 86,289,802         | \$ 86,289,802         | \$ -             | \$ -             | \$ -             | \$ 86,289,802         |
| Transfers Out                           | \$ 5,312,066          | \$ -              | \$ 5,312,066          | \$ 9,228,294          | \$ -             | \$ -             | \$ -             | \$ 9,228,294          |
| <b>Total General Fund Appropriation</b> | <b>\$ 187,733,499</b> | <b>\$ 645,323</b> | <b>\$ 188,378,822</b> | <b>\$ 196,955,716</b> | <b>\$ 15,413</b> | <b>\$ 38,926</b> | <b>\$ 11,124</b> | <b>\$ 197,021,179</b> |
|   | \$ -                  | \$ (0)            | \$ (0)                | \$ (0)                | \$ -             | \$ -             | \$ -             | \$ (0)                |

## Year-To-Date Budget Summary

*Fiscal Year 2013-14*

### General Fund Budget Summary

|  |                      |
|--|----------------------|
| Original General Fund Budget   | \$187,733,499        |
| Additional Revenue Received Through Budget Amendment #5 (February 18, 2014)                  |                      |
| Grant Funds  | \$125,004            |
| Non Grant Funds  | \$4,909,814          |
| General Fund - Fund Balance for Anticipated Appropriations (i.e. Encumbrances)               | \$645,323            |
| General Fund - Fund Balance Appropriated to Cover Anticipated and Unanticipated Expenditures | \$3,607,539          |
| <b>Total Amended General Fund Budget</b>   | <b>\$197,021,179</b> |
| Dollar Change in 2013-14 Approved General Fund Budget  | \$9,287,680          |
| % Change in 2013-14 Approved General Fund Budget   | 4.95%                |

\$42,000 to cover co-location costs with 5 Fire Departments; \$25,100 to cover .50 FTE position costs in Emergency Services; \$148,439 to cover loss of Federal Sequestration funds in the Section 8 Housing and HOME Programs (BOA #2); \$10,000 to provide UNRBA funds for Best Management Practices project (BOA #2-A); \$382,000 to purchase 3 properties adjacent to Sportsplex (BOA #2-C); \$3,000,000 to fund current fiscal year's contribution to the OPEB Trust Fund (BOA #4)

### Authorized Full Time Equivalent Positions

|  |                |
|--|----------------|
| Original Approved General Fund Full Time Equivalent Positions                | 826.550        |
| Original Approved Other Funds Full Time Equivalent Positions                 | 82.700         |
| Position Reductions during Mid-Year  |                |
| Additional Positions Approved Mid-Year                                       | 5.300          |
| <b>Total Approved Full-Time-Equivalent Positions for Fiscal Year 2013-14</b> | <b>914.550</b> |

includes Social Worker I (.80 FTE) time-limited position in Aging (BOA #1-B); time-limited Human Services Coord I (1.0 FTE) in Aging (BOA #1-C); two Appraiser I positions (2.0 FTE) in Revaluation Fund (BOA #1-D); Public Health Preparedness Coord (1.0 FTE) shared in Health and ES (BOA #2); Agricultural Economic Development Coordinator (.50 FTE) from Cooperative Extension (BOA #4-A)

ORD-2014-009

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 18, 2014

**Action Agenda  
Item No.** 6-c

**SUBJECT:** Fiscal Year 2013-14 Budget Amendment #5-A – Plan for Use of Enhanced Medicaid Administration Funds

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**DEPARTMENT:** Social Services

**PUBLIC HEARING: (Y/N)**

No

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**ATTACHMENT(S):**

**INFORMATION CONTACT:**

Nancy Coston, 919-245-2800

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**PURPOSE:** To consider the plan from the Department of Social Services (DSS) to utilize enhanced reimbursements for Medicaid administration for Fiscal Year 2013-2014, including consideration of Budget Amendment #5-A and a request for time-limited staff, additional technology/computer equipment, staff overtime and building changes.

**BACKGROUND:** All county departments of social services can now access enhanced reimbursements for costs related to the administration of Medicaid and related health benefits. Currently federal funds reimburse 50% of these costs, but after February 1, 2014, federal funds will reimburse 75% of the costs to complete eligibility for Medicaid using NCFAST. Based on the current reimbursements for Medicaid administration, this will increase DSS revenue for this fiscal year by approximately \$160,000. This enhanced funding is not time-limited and will continue next fiscal year.

To receive these funds, local agencies must provide a plan to the state outlining how these enhanced funds will be reinvested into the public assistance programs. The goal of this reinvestment is to assure that counties meet all the performance goals for issuance of Medicaid, Food and Nutrition and Work First benefits. The need for additional resources is related to the transition to NCFAST and to new requirements related to the Affordable Care Act. Although Orange County DSS has performed as well as most counties in this transition, employees are constantly struggling to stay current on cases while learning new procedures.

The Orange County DSS recommends that these funds be used to fund some one-time computer enhancements and capital improvements as well as some ongoing staff costs. Specifically the agency is requesting to create one additional time-limited human services specialist through June 30, 2015 and to extend the existing three time-limited human services specialists, expiring June 30, 2014, through June 30, 2015. The agency has also been

overspending the agency overtime fund and is requesting to increase these funds to support the staff who have been working at night and on weekends. The total for these staff changes in Fiscal Year 2013-2014 is approximately \$100,000.

In the current budget, funds were requested to make modifications to both Southern Human Services and Hillsborough Commons to develop self-service resource rooms. Although this was approved in the budget, the quotes for these changes are higher than the originally budgeted amount. The agency is requesting to use \$20,000 of these funds to add to the budgeted amount to create resource rooms in the lobby at each site.

The agency is also requesting computers, including some laptops, to allow staff to work at homes and at outpost sites. In addition some funds are requested to help equip the resource rooms and to equip the training room, given the ongoing need to train staff on NCFAST. Some additional printers and scanners are also needed to increase staff efficiency. The total for all of these items is anticipated to be below \$40,000.

The staff at DSS believes that this plan will help the agency meet the expectations in the public assistance programs and meet the state's requirements for a plan.

**FINANCIAL IMPACT:** This plan utilizes additional revenue available to DSS for eligibility processing and will not require additional County funds in Fiscal Year 2014 or Fiscal Year 2015. The only requirement at this time is a County plan for reinvesting the funds to assure that DSS meets the processing standards for Medicaid, Work First and Food and Nutrition while implementing NCFAST.

**RECOMMENDATION(S):** The Manager recommends that the Board approve the plan from DSS, approve Budget Amendment #5-A for the additional Medicaid revenue of \$160,000, establish one (1) time-limited Human Services Specialist effective February 18, 2014 through June 30, 2015, extend three (3) existing time limited Human Services Specialists through June 30, 2015, fund capital for additional computer/technology and building changes and fund additional overtime at DSS.

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 18, 2014

**Action Agenda  
Item No.** 6-d

**SUBJECT:** Approval of Expanded Cane Creek Fire Insurance District Map

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**DEPARTMENT:** Emergency Services

**PUBLIC HEARING: (Y/N)**

No

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**ATTACHMENT(S):**

Cane Creek Fire Insurance District Map

**INFORMATION CONTACT:**

Jason Shepherd, 919-245-6151

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**PURPOSE:** To approve the Cane Creek Fire Insurance District Map which has been expanded to include properties within six (6) road miles of Orange Grove Volunteer Fire Company Station 3.

**BACKGROUND:** Orange Grove Volunteer Fire Company recognized the need to acquire land and build a fire station to enhance fire protection services for the property owners and residents in the south west area of its district. Property owners in that area were not eligible to be in the fire insurance district because they were more than six (6) miles from Orange Grove Fire Station 1 located at 6800 Orange Grove Rd.

Orange Grove Volunteer Fire Company purchased land on Nicks Road. The station, located at 4725 Nicks Road, was completed in December 2013. The station is now equipped with an engine and a tanker and is awaiting certification by the N.C. Department of Insurance, Office of the State Fire Marshal. The insurance boundaries for Station 3 need to be expanded to include properties six miles from this station. Expansion of the insurance boundaries will allow property owners in the south west area of the district to be in a rated insurance district and take advantage of lower insurance rates if within six (6) road miles of the station. Approval of the expanded insurance district has no effect on the original fire district boundary.

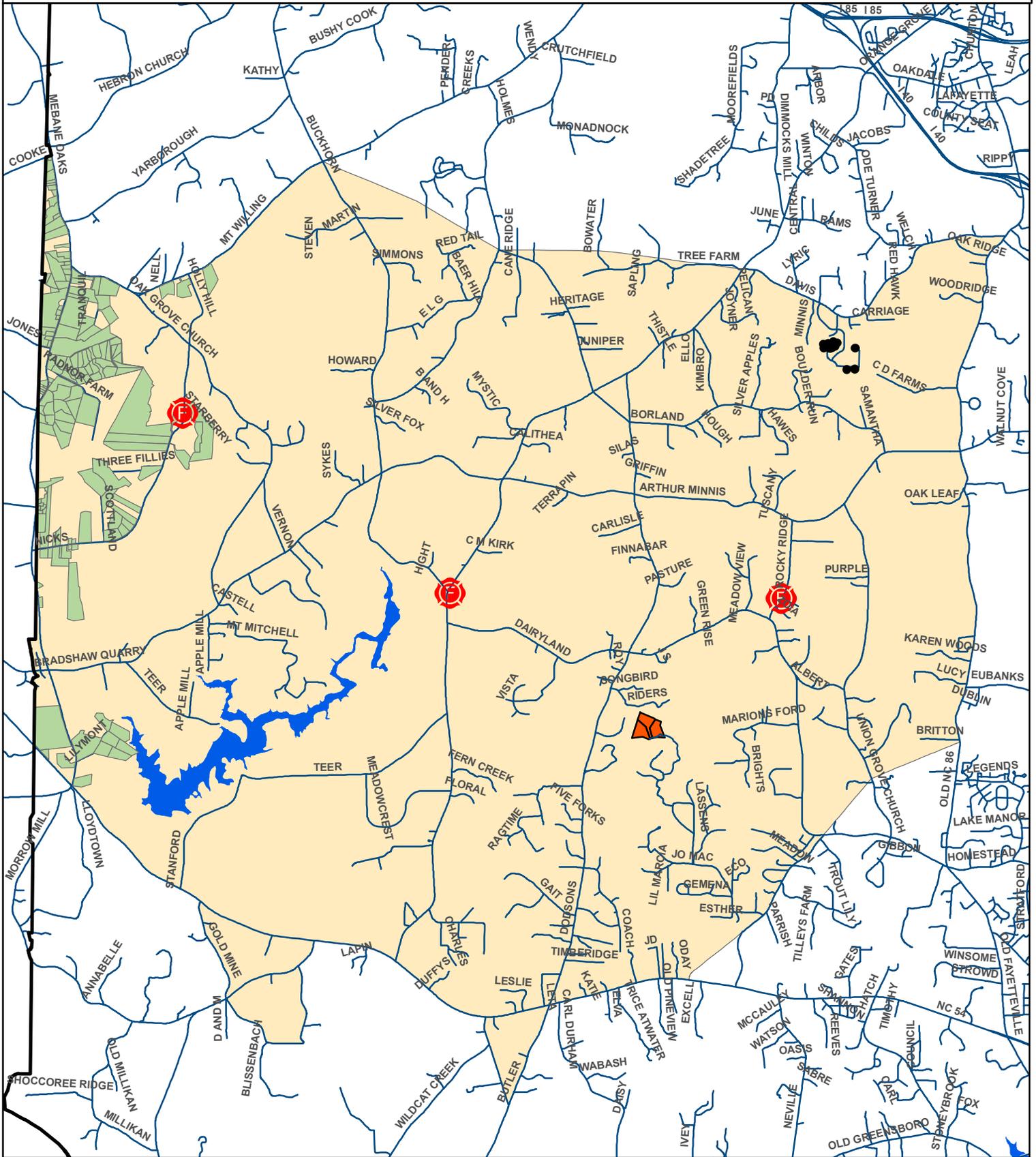
Emergency Services staff worked with the Orange Grove Volunteer Fire Company and Orange County Information Technologies-Geographic Information Systems (GIS) to ensure an accurate revised map of the Cane Creek Fire Insurance District. The map identified as the Cane Creek Fire Insurance District Map is attached and has been reviewed by staff from the North Carolina Department of Insurance, Office of the State Fire Marshal Ratings and Inspection Division. Upon approval by the Board of County Commissioners, the Office of the State Fire Marshal can extend the fire insurance district to six (6) road miles from Orange Grove Volunteer Company Station 3.

An analysis was conducted by staff to determine the number of property parcels affected by the insurance district expansion. There will be 151 parcels with 166 addressable structures that will be added to the Cane Creek Fire Insurance District as shown on the attached map. The added parcels are shaded in green on the attached map and the black dots indicate addressable structures that are not currently in the insurance district. The addition of Orange Grove Volunteer Company Station 3 has reduced the number of properties outside of the rated fire insurance district from 658 properties to 14.

**FINANCIAL IMPACT:** The approval of this item has no financial impact on the County. This is an administrative action only and no changes in fire tax rates will be reflected by Board approval. Upon approval, property owners within six (6) road miles of the fire station in the expanded area will be eligible for lower fire insurance premiums.

**RECOMMENDATION(S):** The Manager recommends that the Board approve the attached Cane Creek Fire Insurance District Map for insurance purposes only.

# Properties Covered with the Addition of Nicks Road Fire Station 3



-  County boundary
-  Cane Creek Fire Insurance District
-  Fire Stations
-  Cane Creek Reservoir
-  Streets
-  New properties covered by Nicks Road Fire Station
- Active addresses - 166  
Parcels - 151
-  Parcels outside of 6 miles radius (3)
-  Addresses outside of 6 miles radius (11)



1 inch = 6,500 feet

Land Records-GIS Division  
1/27/2014 <OC220K O\gishome\gisproj\EmergencyServ\CaneCreek012414.mxd



**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 18, 2014

**Action Agenda  
Item No. 6-e**

**SUBJECT:** Southern Library Site Selection Due Diligence Process Update – Butler Property Due Diligence Agreement

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**DEPARTMENT:** Library, Asset Management  
Services, Planning

**PUBLIC HEARING: (Y/N)**

|    |
|----|
| No |
|----|

**ATTACHMENT(S):**  
Due Diligence Authorization Agreement

**INFORMATION CONTACT:**  
Lucinda Munger, (919) 245-2528  
Jeff Thompson, (919) 245-2658  
Michael Harvey, (919) 245-2597

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**PURPOSE:** To:

- 1) Review the Due Diligence Authorization Agreement between Orange County and Main Street Properties of Chapel Hill, LLC; and
- 2) Authorize the Chair to execute the Agreement pending final County Attorney approval.

**BACKGROUND:** The Board authorized staff to continue investigating the Butler Property site with regard to its adopted Southern Branch Library Site Selection Criteria and process. As part of this due diligence process, County staff has met extensively with the Butler Property developer, Main Street Properties of Chapel Hill, LLC (“Developer”), and has developed the attached Due Diligence Authorization Agreement that provides a framework for the County and the Developer to work together during this due diligence process.

**FINANCIAL IMPACT:** This Agreement is non-binding to the County and the Developer and has no associated costs.

**RECOMMENDATION(S):** The Manager recommends the Board:

- 1) Review the Due Diligence Authorization Agreement between Orange County and Main Street Properties of Chapel Hill, LLC; and
- 2) Authorize the Chair to execute the Agreement pending final County Attorney approval.

## DUE DILIGENCE AUTHORIZATION AGREEMENT

This Due Diligence Authorization Agreement (this "Agreement"), is made by and between Main Street Properties of Chapel Hill, LLC (hereinafter called "Main Street") and Orange County, North Carolina (hereinafter called "County"), for the purpose of authorizing County to commence certain due diligence on the project described below (the "Project"):

WHEREAS, Main Street is the developer of a project located in central Carrboro known as "300 East Main" which is comprised of is a phased mixed-use development project offering dining, shopping, arts, a parking deck and hotel accommodations; and

WHEREAS, Main Street has an option to purchase real property with an address of 120 Brewer Lane, Carrboro, North Carolina, and having Orange County PIN 9778-96-8060 (the "Property") which such option will be fully documented on or before the expiration of the Term; and

WHEREAS, the Property is adjacent to 300 East Main; and

WHEREAS, Main Street anticipates the Property will ultimately contain, among other improvements, a multi-story building anchored by a single or multiple users on the building's first floor located at Main Street elevation (the "First Floor") and approximately 4 floors of single family apartments located on the upper floors of the building; and

WHEREAS, the County has approved a set of guiding principles and a comprehensive site selection criterion for locating the Orange County Public Library-Southern Branch (the "Southern Library"); and

WHEREAS, the County has identified the Property as a potential site for the Southern Library; and

WHEREAS, the County and Main Street desire to provide for a period of mutual due diligence concerning the potential location of the Southern Library on the Property.

NOW, THEREFORE, in consideration of the mutual terms, conditions and other agreements set forth herein, the parties hereto agree as follows:

### **1. Intent to Negotiate Definitive Contract:**

The County and Main Street desire to enter into contract negotiations for the potential location of the Southern Library on the Property (the "Contract"). The scope and form of the Contract by and between Main Street and the County (i.e. contract for the lease of the First Floor either with or without an option to purchase; or purchase of a condominium interest(s) in the building to be constructed by either Main Street or the County on the Property, etc.) is subject to future negotiation and any such agreement is conditioned upon the Parties' reaching a mutual written agreement on terms.

### **2. Due Diligence:**

Main Street grants County, its employees, agents, citizen committees, and contractors a right of entry onto and into the Property and the property upon which 300 East Main is located during the

Term for the purposes of conducting surveys, inspections, tests and other analysis and due diligence on the Property. County will provide reasonable notice to Main Street prior to entering the Property to conduct any onsite due diligence. County understands and agrees that land disturbing activities on the Property (including, but not limited to, soil borings, excavation, and removal) requires prior regulatory approval. Main Street and County shall work cooperatively to obtain such approval prior to the County conducting any land disturbing activities on the Property. The Parties will coordinate all entries so as to minimize any disturbance to tenants on the subject properties. During the Term, County will work diligently to determine the viability of locating the Southern Library on the Property. County will keep Main Street informed of its due diligence progress throughout the Term.

It is the intent of both Parties to work toward entering into a mutually beneficial agreement for the location of the Southern Library on the Property at the end of the Term based on County's due diligence and the viability of development options available to the Parties. If the County and Main Street are unable to reach an agreement at the end of the Term, County will deliver to Main Street copies of all its due diligence studies.

### **3. Exclusivity:**

In consideration of substantial expenditure of time, effort and funds by County in connection with due diligence efforts which will be carried on in connection with the transaction contemplated hereby, Main Street agrees that during the Term, neither Main Street nor any of its members, managers, officers, directors, agents, or employees will directly or indirectly solicit, encourage, negotiate with any third party or entertain or consider any inquiry, proposal, or offer relating to the acquisition, development, joint venture or other disposition of the First Floor. It is expressly understood and agreed that this exclusivity does not pertain to negotiations with third parties related to portions of the Property other than the First Floor. Main Street will immediately cease any existing activities, discussions or negotiations with any persons or entities conducted heretofore with respect to any of the foregoing except as expressly permitted herein. Nothing contained in this Section 3 shall prevent Main Street from: (i) discussing the terms of the current option to purchase it holds on the Property with the current owner of the Property; (ii) discussing any matter related to the Property (specifically including the First Floor) with its lenders and financing partners; (iii) discussing the development or potential development of the Property with any regulatory agency or governing body with jurisdiction over the Project. If the County affirmatively decides, or otherwise reasonably forecasts that its proposed use of the Property may comprise less than 18,000 sf of the First Floor, then the County promptly shall notify Main Street of the same, and Main Street shall immediately be permitted to resume discussions with any other potential user of first floor space that the County has indicated it may not occupy in the future.

### **4. Term:**

This Agreement shall be effective as of the Effective Date until July 1, 2014 unless earlier terminated as provided herein or upon the full execution of a Contract (the "Initial Term"). This Agreement may be renewed and otherwise extended for additional periods upon the mutual written agreement of the Parties (each a "Renewal Term"; the Initial Term and any and all Renewal Term(s) are collectively referred to herein as the "Term").

### **5. Termination:**

This Agreement shall terminate: (i) immediately and automatically upon execution of the Contract between Main Street and County pertaining to the subject matter hereof; (ii)

automatically upon the expiration of the Term; (iii) at any time, by mutual agreement of the Parties; or (iv) by Main Street, upon the material breach by County of any provision contained herein which material breach remains uncured by County after Main Street provides thirty days advance written notice of said material breach to County, and by County, upon the material breach by Main Streets of any provision contained herein which material breach remains uncured by Main Street after County provides thirty days advance written notice of said material breach to Main Street.

**6. Joint Publication:**

Main Street and the County desire to coordinate the dissemination and delivery of press releases and other formal public disclosures regarding the Project. Therefore, no press release or other public disclosure may be made by Main Street or its members, managers, officers, directors, agents, or employees concerning the Project, the negotiations regarding the Contract, and any subsequent agreements or discussions between Main Street and the County regarding the Property without the prior written consent of County. Nothing contained in this Section 6 shall prevent Main Street from: (i) discussing the terms of the current option to purchase it holds on the Property with the current owner of the Property; (ii) discussing any matter related to the Property (specifically including the First Floor) with its lenders and financing partners; (iii) discussing the development or potential development of the Property with any regulatory agency or governing body with jurisdiction over the Project.

**7. Conditions Precedent & Contingencies:**

The Parties understand and agree that there are a number of conditions precedent and contingencies that will impact the ability to enter into a Contract for the Project. The Parties agree to negotiate in good faith in an attempt to address such conditions precedent and contingencies during the Term.

**8. Representations and Warranties of Main Street & County:**

The Parties understand and agree that each party will be subject to commercially reasonable representations and warranties in the Contract. The Parties agree to negotiate in good faith to address such representations and warranties during the Term.

**9. Miscellaneous:**

- A. Assignment. The rights under this Agreement may be transferred and assigned only upon the written consent of the non-assigning party.
- B. Fees and Expenses. Each party will be responsible for its own legal fees and other expenses incurred in connection with the performance of this Agreement.
- C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any dispute regarding this Agreement shall be filed in a court of competent jurisdiction located in Orange County, NC.
- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same document. A signed copy of this Agreement delivered by facsimile, e-mail

or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

- E. Mutual Waiver of Consequential Damages. In no event shall any party be liable to the other for consequential, punitive or special type of damages or lost profits on account of this Agreement. This mutual waiver includes, but is not limited to, all damages incurred by the Main Street for rental expenses, for losses of use, income, profit, opportunities, revenue, funds, financing, business and reputation, for extended interest expenses, insurance premiums, supervisory costs and common area charges, for increased overhead costs, for carrying costs, maintenance costs, taxes, insurance deductibles and write-downs, and for loss of management or employee productivity or of the services of such persons. This mutual waiver is applicable, without limitation, to all consequential, incidental, indirect or special damages due to either party's termination of this letter of agreement. Further, in no event shall any party's liability to the other arising out of this Agreement exceed \$50,000.
  
- F. Amendment. This Letter shall not be amended except by a written instrument executed by both County and Main Street.
  
- G. No Third Party Beneficiaries. Nothing contained in this Agreement shall be deemed to create a contractual relationship with, or a cause of action in favor of, any third party against Main Street or County.

**IN WITNESS WHEREOF**, Main Street and County have caused this instrument to be executed under seal as of the day and year first set forth above.

| <b>Main Street::</b>   | <b>Orange County:</b>   |
|--|---|
| <p><b>Main Street Properties of Chapel Hill, LLC</b></p> <p>By: <u>[Signature]</u> (SEAL)</p> <p>Name: <u>STEPHEN A. CHANDSON</u></p> <p>Title: <u>MGR</u></p> | <p><b>Orange County, North Carolina</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> |

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 18, 2014

**Action Agenda  
Item No.** 6-f

**SUBJECT:** Changes in BOCC Regular Meeting Schedule for 2014

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**DEPARTMENT:** County Commissioners

**PUBLIC HEARING: (Y/N)**

No

**ATTACHMENT (S):**

**INFORMATION CONTACT:**

Donna Baker, 245-2130  
Clerk to the Board

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**PURPOSE:** To consider two changes in the County Commissioners' regular meeting calendar for 2014.

**BACKGROUND:** Pursuant to North Carolina General Statute 153A-40, the Board of County Commissioners must fix the time and place of its meetings or provide a notice of any change in the Regular Meeting Schedule by:

- Change the official meeting start time of the BOCC's March 18, 2014 regular meeting **FROM** 7:00pm **TO** 6:00pm, same location at the Southern Human Services Center, in Chapel Hill, N.C.
- Change the official meeting start time of the BOCC's April 1, 2014 regular meeting **FROM** 7:00pm **TO** 6:00pm, same location at the DSS Offices, Hillsborough Commons, Hillsborough.

**RECOMMENDATION (S):** The Manager recommends the Board amend its regular meeting calendar for 2014 by:

- Change the official meeting start time of the BOCC's March 18, 2014 regular meeting **FROM** 7:00pm **TO** 6:00pm, same location at the Southern Human Services Center, in Chapel Hill, N.C.
- Change the official meeting start time of the BOCC's April 1, 2014 regular meeting **FROM** 7:00pm **TO** 6:00pm, same location at the DSS Offices, Hillsborough Commons, Hillsborough.

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 18, 2014

**Action Agenda  
Item No.** 6-g

**SUBJECT:** Commemorative Plaque Policy

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**DEPARTMENT:** Asset Management Services

**PUBLIC HEARING: (Y/N)**

No

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**ATTACHMENT(S):**

DRAFT Commemorative Plaque Policy

**INFORMATION CONTACT:**

Jeff Thompson, (919) 245-2658

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**PURPOSE:** To adopt the recommended facilities commemorative plaque policy.

**BACKGROUND:** On November 19, 2013, the Board of County Commissioners provided guidance to the Manager and staff with regard to the crafting of a policy governing commemorative plaques for County facilities.

The Board discussed which types of facilities and projects should be considered for commemoration, project size and cost thresholds for inclusion, characteristics and language for the commemorative plaques, and other variables. The Board also authorized the Manager to install commemorative plaques in recently constructed facilities upon final plaque proof submittal by the Board.

The attached draft policy summarizes the Board's discussion and potential approval.

**FINANCIAL IMPACT:** The estimated cost for a single interior commemorative plaque installed similar to the one installed within the Link Center ranges from \$1,300 to \$1,500. Plaques for future facilities would be funded within the individual capital project budget.

**RECOMMENDATION(S):** The Manager recommends the Board adopt the recommended facilities commemorative plaque policy.

**DRAFT****ORANGE COUNTY POLICY FOR CRAFTING AND INSTALLING COMMEMORATIVE PLAQUES FOR COUNTY OWNED BUILDINGS AND FACILITIES**

The following policy (and related procedures) shall apply to the crafting and installation of commemorative plaques honoring County owned facilities.

1. Facility is defined as:
  - a. a newly constructed County owned building, park facility, or recreation facility as outlined in the County Capital Investment Plan; or
  - b. a major renovation to an existing Facility in excess of \$1,000,000 in capital project funds appropriated by the Board of County Commissioners.
2. The following commemorative plaque characteristics shall be required:
  - a. General characteristics for all commemorative plaques:
    - i. The Board approved County logo shall be placed at the top of each inscription.
    - ii. The plaque will include 1) the name of the project; 2) the Board of County Commissioners seated at the time of the completion and unveiling of the project; 3) the elected Chair and Vice-Chair designations for those Commissioners; and 4) the County Manager at the time of the completion and unveiling of the project; 5) the Designer of Record for the project; and 6) the General Contractor for the project.
    - iii. The Board appropriated funds within the Capital Investment Plan will cover the cost of the commemorative plaque for that facility.
  - b. For County buildings and qualifying building renovations:
    - i. The commemorative plaque shall be constructed of durable anodized aluminum with a bronze finish;
    - ii. Sized approximately 24" x 24";
    - iii. Mounted upon an interior surface away from the effects of weather;
  - c. For County parks and recreation facilities
    - i. The commemorative plaque shall be constructed of durable wood, metal, or stone material;
    - ii. Sized approximately 24" x 24", dependent upon the overall facility design;
    - iii. Mounted upon an exterior surface in the manner of an all-weather ground, sign, or structure mounted design.
3. Additional commemorative item design and construction for any County owned facility (such as a time capsule or other archival element) shall be directed at the discretion of the Board of County Commissioners.

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 18, 2014

**Action Agenda  
Item No.** 6-h

**SUBJECT:** Award of Weekly Urban Curbside Recycling Service Agreement

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**DEPARTMENT:** Solid Waste Management

**PUBLIC HEARING: (Y/N)**

No

**ATTACHMENT(S): UNDER SEPARATE  
COVER**

*Service Agreement (With Attachments)*

**INFORMATION CONTACT:**

Gayle Wilson, 968-2885

Michael Talbert, 245-2308

Clarence Grier, 245-2450

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**PURPOSE:** To consider award of a service agreement to Waste Industries, LLC for the provision of weekly curbside recycling services within the Towns of Carrboro, Chapel Hill and Hillsborough to be managed by Orange County Solid Waste Management.

**BACKGROUND:** Following several months of uncertainty with regard to the future of curbside recycling within the Towns of Carrboro, Chapel Hill and Hillsborough, the County and Towns have reached an interim agreement that would allow the County to continue providing the service. This interim agreement is intended to allow planning for implementation of roll carts and requesting proposals for contract collection service to take place, pending a more formal interlocal agreement among the parties that addresses solid waste management in a more comprehensive manner. It is intended that roll carts and a possible new service provider will be implemented by July 1, 2014.

The programmatic and subsequent organizational uncertainty was precipitated by the elimination of the Urban Curbside 3-R Fee funding mechanism, in use since 2004, that the County assessed the Towns to fund the curbside program. The municipalities do have clear statutory authority to assess a fee for the recycling services. The Towns have agreed to include in each Town's 2014/2015 Budget Ordinance a section authorizing the County to charge and collect a fee for weekly urban curbside and multi-family recycling services.

In December the County issued a Request for Proposals (RFP #5199) to provide Urban Curbside Recycling Services. A pre-bid conference was held on January 2, 2014. A total of four proposals were received on January 16, 2014, and a review team consisting of Town and County staff evaluated the proposals and is recommending the proposal submitted by Waste Industries, LLC as the most responsive proposal.

The proposals were evaluated on the following:

- A. Provision of Bid Deposit;
- B. Completion of Statement of Understanding;

- C. Cost of Service;
- D. Evaluation of Equipment to be used to perform services;
- E. Evaluation of Service Provider Staff / Personnel, including adequacy to provide services including collection, overall management, daily supervision, program support and back-up;
- F. Evaluation of Program Design, including completeness, response to specifics as outlined in Details of Service (Section V), and how proposed Program Design aligns with County expectations and demonstrates Proposer's understanding of services sought by County;
- G. Experience providing similar type of services/references from others to whom service has been provided in the past five years.
- H. Proposer's historical compliance with Orange County policies and regulations;
- I. Post proposal interview as desired by County;
- J. References; and
- K. Safety/Record as described and documented in Section V subsection N.

Below is a tabulation of the cost proposals:

|                                    | WEEKLY         | BI WEEKLY      |
|------------------------------------|----------------|----------------|
| REPUBLIC - Conover, NC             | \$ 3.49        | \$ 2.43        |
| TIDEWATER - Chesapeake, VA         | \$ 3.52        | \$ 2.95        |
| UNITY - Halifax, NC                | \$ 3.55        | \$ 2.79        |
| WASTE INDUSTRIES - Durham, NC      | \$ <b>3.29</b> | \$ <b>2.30</b> |
| WASTE MANAGEMENT - Morrisville, NC | NO BID         |                |
| WASTE CONNECTIONS - Charlotte, NC  | NO BID         |                |

**FINANCIAL IMPACT:** The cost of service from the recommended proposal is \$3.29/household/month to serve approximately 18,750 households. The estimated total annual cost of \$740,250. The Fiscal Year 2014/2015 Manager's recommended budget will include this cost in the appropriations request and, with the Town's authorization, assess an annual fee to fund the service.

**RECOMMENDATION(S):** The Manager recommends that the Board approve the agreement with Waste Industries, LLC for weekly urban curbside recycling services and authorize the Chair to sign the agreement.

[Departmental Use Only]

TITLE

FY

NORTH CAROLINA

**SERVICES AGREEMENT OVER \$90,000.00****RFP – NO REIMBURSABLE EXPENSES**

ORANGE COUNTY

This Services Agreement (hereinafter “Agreement”), made and entered into this day of February, 2014, (“Effective Date”) by and between Orange County, North Carolina a body politic and corporate of the State of North Carolina (hereinafter, the "County") and Waste Industries, LLC, (hereinafter, the "Provider").

**WITNESSETH:**

That the County and Provider, for the consideration herein named, do hereby agree as follows:

**1. Services**a. Scope of Work.

- i) This Services Agreement (“Agreement”) is for services to be rendered by Provider to County with respect to: Weekly Urban Curbside Recyclables Collection Services within the three municipalities in Orange County, North Carolina (Carrboro, Chapel Hill and Hillsborough). Service will be weekly collection in 95 gallon roll carts for approximately 18,750 units. Carts will be provided by the County.
- ii) By executing this Agreement, the Provider represents and agrees that Provider is qualified to perform and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional and timely manner.
- iii) Time is of the essence with respect to this Agreement.
- iv) The services to be performed under this Agreement consist of Basic Services, as described and designated in Section 3 hereof. The services provided by Provider under this Agreement may sometimes be referred to as the “Services”. Compensation to the Provider for the Services under this Agreement shall be as set forth herein.

**2. Responsibilities of the Provider**

- a. Services to be provided. The Provider shall provide the County with all services required in Section 3 for the Term as defined in Section 4(a) in accordance with the highest industry standards as further described in Section 2(b) below.

b. Standard of Care.

- i) The Provider shall exercise reasonable care and diligence in performing the Services under this Agreement in accordance with the highest generally accepted standards of this type of Provider practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. Provider is solely responsible for the quality, accuracy and timely completion and/or submission of all work related to the Services.
- ii) Provider shall be responsible for all errors or omissions, in the performance of the Services under this Agreement. Provider shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts caused by Provider, its employees, agents and subcontractors at no additional cost to the County.
- iii) The Provider shall not, except as otherwise provided for in this Agreement, subcontract the performance of any work under this Agreement without prior written permission of the County. No permission for subcontracting shall create, between the County and the subcontractor, any contract or any other relationship.
- iv) Provider is an independent contractor of County. Any and all employees of the Provider engaged by the Provider in the performance of any work or services required of the Provider under this Agreement, shall be considered employees or agents of the Provider only and not of the County, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Provider.
- v) Provider agrees that Provider, its employees, agents and its subcontractors, if any, shall be required to comply with all federal, state and local antidiscrimination laws, regulations and policies that relate to the performance of Provider's services under this Agreement.
- vi) If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials Provider represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.

**3. Basic Services**

a. Basic Services.

- i) The Provider shall perform the Services as described herein and as specified in the County's Request for Proposals (the "RFP") "RFP Number 5199 for "Urban Curbside Recycling Collection Services" issued December 18,

2013, and the Provider's proposal, which are attached hereto and fully incorporated and integrated herein by reference together with Attachments (RFP and associated addenda). The Basic Services presume that Provider will be permitted to off-load all collected materials at the Orange County materials processing facility located at 1514 Eubanks Road, Chapel Hill, NC and that such facility will be capable of accepting such materials. In the event a term or condition in any document or attachment conflicts with a term or condition of this Agreement the term or condition in this Agreement shall control. Should such conflict arise the priority of documents shall be as follows: This Agreement, the County's RFP together with attachments, and Providers Proposal together with attachments.

- ii) The Basic Services will be performed by the Provider in accordance with the following schedule: (Insert task list and milestone dates)

| <u>Task</u> | <u>Milestone Date</u> |
|-------------|-----------------------|
| 1. n/a      |                       |
| 2.          |                       |
| 3.          |                       |
| 4.          |                       |
| 5.          |                       |
| 6.          |                       |
| 7.          |                       |
| 8.          |                       |
| 9.          |                       |
| 10.         |                       |

- iii) n/a

#### **4. Duration of Services**

- a. Term. The original term of this Agreement shall begin on the date this Agreement is executed and extend through June 30, 2019 (the "Initial Term"), with Services commencing as set forth below. The term may be extended for an additional five (5) years by mutual agreement of the parties (an "Extension Term" and together with the Initial Term, the "Term"). Such an extension shall be made in writing no later than January 10, 2019. All other terms and conditions, including those of termination, shall continue to apply during an extended term.
- b. Scheduling of Services
- i) n/a
- ii) n/a
- iii) Provider shall begin performance of the Services under this Agreement prior to June 30, 2014 but no sooner than June 2, 2014.

#### **5. Compensation**

- a. Compensation for Services. Compensation for the Services shall include all compensation due the Provider from the County for all services under this Agreement. The maximum amount payable for the Services is Three Million and Nine Hundred Thousand Dollars (\$3,900,000). Provider will invoice the County on a monthly basis based on the number of carts at the rates reflected in Provider's Proposal, which rates may be subject to an annual adjustment on July 1 of each year beginning July 1, 2015 in the same amount as the percentage change in the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers: US City Average, Expenditure category Garbage and Trash, measured for the most recently available 12 month period average preceding the adjustment date. Payment will be due from the County to Provider within 30 days following issuance of the invoice that includes the required monthly data report. In the event the amount stated on an invoice is disputed by the County, the County may withhold payment of the disputed portion of the amount stated on an invoice until the parties resolve the dispute.
- b. Additional Services. County shall not be responsible for costs related to any services in addition to the Basic Services performed by Provider unless County requests such additional services in writing and such additional services are evidenced by a written amendment to this Agreement.

## **6. Responsibilities of the County**

- a. Cooperation and Coordination. The County has designated the (*Recycling Programs Manager*) to act as the County's representative with respect to the Services and shall have the authority to render decisions within guidelines established by the County Manager and/or the County Board of Commissioners and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.

## **7. Insurance**

- a. General Requirements. Provider shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as may be required by Owner's Risk Manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is incorporated herein by reference and may be viewed at <http://orangecountync.gov/purchasing/contracts.asp>). Provider shall not commence work until such insurance is in effect and certification thereof has been received by the Owner's Risk Manager.

## **8. Indemnity**

- a. Indemnity. The Provider agrees to defend, indemnify and hold harmless the County from all loss, liability, claims or expense, including attorney's fees, arising out of or related to (i) Provider's negligence or willful misconduct in performance of the Services required hereunder, (ii) Provider's breach of this Agreement, and (iii) bodily injury including death or property damage to any person or persons

caused in whole or in part by the negligence or misconduct of the Provider, except in each case, to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this provision to require the Provider to indemnify the County to the fullest extent permitted under North Carolina law.

## 9. Amendments to the Agreement

- a. Changes in Basic Services. Changes in the Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the County and the Provider. The Provider shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the County.

## 10. Termination

- a. Termination. Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein and does not cure said breach or default within fifteen (15) days after the non-breaching party has given the breaching or defaulting party written notice of such breach or default, the non-breaching party may: (a) terminate this Agreement as of any date which the said non-breaching party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; or (b) cure the breach or default at the expense of the breaching or defaulting party; or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such breach, default, or termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.
- b. Compensation After Termination.
  - i) In the event of termination, the Provider shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or to be incurred by the County due to errors or omissions of the Provider.
  - ii) Should this Agreement be terminated, the Provider shall deliver to the County within seven (7) days, at no additional cost, all deliverables including any electronic data or files relating to the Services.
- c. Waiver. The payment of any sums by the County under this Agreement or the failure of the County to require compliance by the Provider with any provisions of this Agreement or the waiver by the County of any breach of this Agreement shall not constitute a waiver of any claim for damages by the County for any breach of this Agreement or a waiver of any other required compliance with this Agreement.

## 11. Additional Provisions

- a. Limitation and Assignment. The County and the Provider each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the County nor the Provider shall assign or transfer its interest in this Agreement without the written consent of the other, which will not be unreasonably withheld.
- b. Governing Law. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina.
- c. Compliance with Laws. Provider shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all anti-discrimination laws. Pursuant to the terms of North Carolina General Statute 153A-449(b) no county may enter into a contract with a contractor unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Where applicable, failure to maintain compliance with the requirements of Article 2 of Chapter 64 of the General Statutes constitutes Provider's breach of this Agreement. By executing this Agreement Provider affirms Provider is in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes.
- d. Dispute Resolution. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. The Parties may agree to nonbinding mediation of any dispute prior to the bringing of such suit or action.
- e. Entire Agreement. This Agreement, together with the RFP and its attachments and the Proposal and its attachments, represents the entire and integrated agreement between the County and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.
- f. Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.
- g. Ownership of Work Product. Should Provider's performance of this Agreement generate documents, items or things that are specific to the Services and that do not include confidential information or trade secrets of Provider, such documents, items or things shall become the property of the County and may be used on any other project without additional compensation to the Provider. The use of the documents, items or things by the County or by any person or entity for any purpose other than the Services as set forth in this Agreement shall be at the full risk of the County.

- h. Non-Appropriation. Provider acknowledges that County is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to County immediately upon written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis.

In the event of a change in the County's statutory authority, mandate and/or mandated functions, by state and/or federal legislative or regulatory action, which adversely affects County's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to County upon written notice to Provider of such limitation or change in County's legal authority.

- i. Notices. Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Orange County  
 Attention: Recycling Programs Manager  
 P.O. Box 8181  
 Hillsborough, NC 27278

Provider's Name & Address  
 Bill Davidson, General  
 Manager - Durham Branch  
 148 Stone Park Court  
 Durham, NC 27703

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the Parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

**ORANGE COUNTY:**

**PROVIDER: WASTE INDUSTRIES, LLC**

By: \_\_\_\_\_  
Barry Jacobs, Chair  
Orange County Board of Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_  
*Printed Name and Title*

Attest: \_\_\_\_\_  
Donna Baker, Clerk to the Board

[SEAL]

This instrument has been approved as to technical content.

\_\_\_\_\_  
Gayle Wilson, Department Director

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

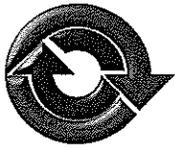
\_\_\_\_\_  
Office of the Chief Financial Officer

This instrument has been approved as to form and legal sufficiency.

\_\_\_\_\_  
Office of the County Attorney

## Table of Contents

- Tab A - Statement Of Understanding/ Cover Letter
- Tab B - Provider Staff/Personnel
- Tab C - Program Design
- Tab D - Safety
- Tab E - Equipment
- Tab F - Cost Of Service
- Tab G - References
- Tab H - Bid Bond



148 Stone Park Court | Durham, NC 27703

January 16, 2014

Mr. David Cannell  
Purchasing Agent  
Orange County  
200 South Cameron Street  
Hillsborough, NC 27278

Dear Mr. Cannell,

The people of Waste Industries truly appreciate the opportunity to propose recycling services for the residents of Orange County. Our company began operations in 1970 and has become the 7<sup>th</sup> largest waste and recycling services provider in the nation. Importantly, our collection work is concentrated in large measure throughout the southeastern and mid Atlantic US, predominantly in the Carolinas because we started in the Triangle area, home to our corporate headquarters. Our people are proud of our heritage, which includes the current multi-year partnership with Orange County. We are eager to continue that mutually beneficial relationship.

Waste Industries' impressive growth allows us to offer unsurpassed resources and expertise ready to exceed your expectations. While our size gives us the flexibility to respond to larger, critical needs, we are agile and focused enough on the details to bring timely remedy to any daily problem. Our company has many long-term municipal and county contracts that demonstrate not only our commitment to first rate service, but our customers' belief that we achieve our rigorous goals. Our professional personnel are the source of our success. Living locally, we count on our employees to bring energy and dedication to your community.

Of special note, it is our intent to utilize compressed natural gas powered collection vehicles for this project. We have committed a substantial financial investment in this growing technology to reduce our environmental impact. The immediate effect will cut our combined carbon footprint as we go about our daily routine on the County's behalf. We have thoroughly reviewed the details of the service listed in the RFP and are completely prepared to perform the work as prescribed.

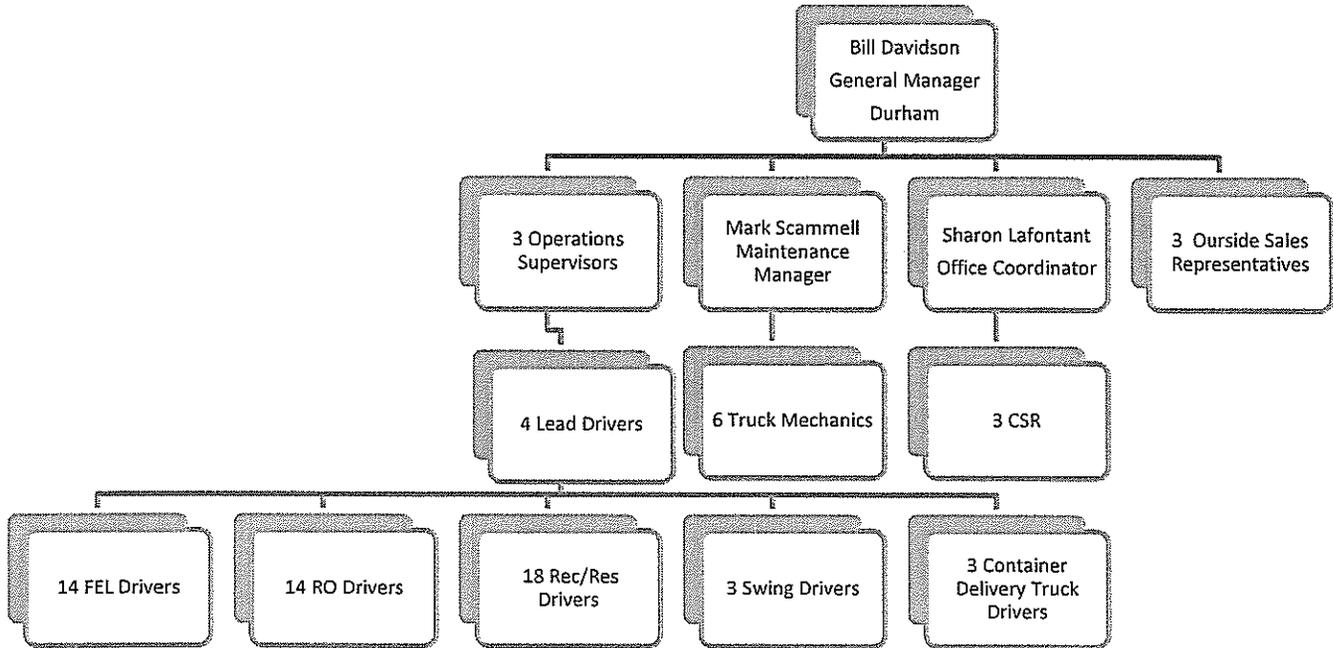
It is our fervent hope that this offer is attractive enough to County officials that Waste Industries' representatives would be invited to present our credentials during further discussions. We look forward to renewing our partnership. Our folks promise to work hard on behalf of the citizens of Orange County. Thank you for your time and consideration in this matter.

Sincerely,

Bill Davidson

## Provider Staff/Personnel

### Local Management Team Organizational Chart



### Local Management Team Biography & Experience

**Bill Davidson - General Manager, Durham Branch**  
[william.davidson@wasteindustries.com](mailto:william.davidson@wasteindustries.com)

Bill came to the company in 2003 as an Operations Manager at the Graham, NC branch and was assigned to the Atlanta/Woodstock/Douglasville, GA branch as Branch Manager one year after joining the Company. He has served as Branch/General Manager in Graham, NC 2005-2008 and Nashville, TN 2008- 2011. He came to the Durham, NC branch in August of 2011 as General Manager. Bill brings with him 10 years' experience in the solid waste industry. Bill is a graduate of The University of North Carolina at Chapel Hill and holds a Bachelor of Arts degree in Economics.

**Dan Parker - Operations Supervisor, Durham Branch**  
[dan\\_parker@wasteindustries.com](mailto:dan_parker@wasteindustries.com)

Dan joined the Company in 2007 as an Operations Supervisor for the Durham facility. He has supervised commercial, industrial, and residential/recycle collection departments as well as transfer station operations. Currently Dan holds the position of Residential/Recycle Operations Supervisor for the Durham Branch. Dan is a graduate of North Carolina State University and holds a Bachelor of Science degree in Political Science.

**Sharon Lafontant - Office Coordinator, Durham Branch**  
[sharon.lafontant@wasteindustries.com](mailto:sharon.lafontant@wasteindustries.com)

Sharon came to the company in 2011, with 8 years of industry experience, as Office Coordinator at our Henderson/Oxford Operation. She transferred to the Durham Branch in late 2012. Sharon's current position as Office Coordinator at our Durham facility requires oversight of all administrative functions of the local branch, which includes supervision of the Customer Service Representatives and all aspects of billing, accounts payable and payroll.

**Mark Scammell - Maintenance Manager, Durham Branch**  
[mark.scammell@wasteindustries.com](mailto:mark.scammell@wasteindustries.com)

Mark joined the Waste Industries team in June of 2013 and brings with him over 4 years of experience in the solid waste industry as a Mechanic/Maintenance Manager, and over 20 years of experience in heavy duty truck repair and maintenance. Mark is directly responsible for all maintenance functions at the Durham, facilities, which includes on-time repairs and rigorous preventive maintenance program for our 55 vehicles, approximately 300+ company and customer owned compaction units, facility maintenance and the direct supervision of six full-time heavy diesel/equipment mechanics.

## Collection Staff

The collection staff consists of:

- 1-Lead Driver (Back up)
- 1-Swing Driver (Back up)
- 4- Recycle Drivers

### Job Summary:

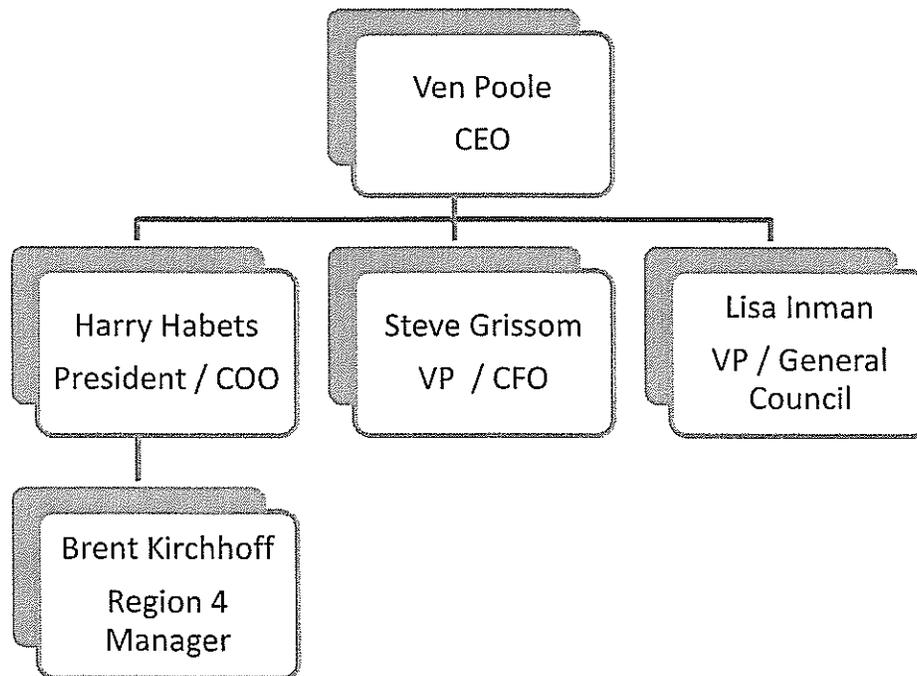
Safely operate residential / recycling collection truck, Automated/side-load/rear-load truck and ancillary equipment on assigned route to service customers while providing excellent customer service. Deliver solid waste / recyclables to designated disposal / recycling facility.

### Essential Functions:

- Operate a residential / recycling collection, side-load and/or rear-load truck, ancillary equipment and hydraulic system to collect solid waste and/or recyclables on specified collection route.
  - Load solid waste, yard waste and/or recyclables into the rear or side of waste collection vehicle.
  - Operate equipment on truck to compact trash into vehicle.
  - Operate truck and equipment using prescribed techniques to eliminate driver-induced mechanical failures.
  - Complete pre-trip and post-trip safety lane inspections and reports, daily truck report, route sheets and other documentation requested by supervisor daily.
  - Communicate vehicle mechanical problems to mechanic and supervisor immediately.
  - Maintain route quality standards as predetermined by management.
  - Follow all safety standards and equipment checks and precautions in performance of all duties.
- Comply with all federal, state, local and company rules on safety and vehicle operation.

- Maintain clean vehicle by cleaning cab interior and exterior of vehicle.
- Identify, and tag prohibited waste items and remove the items from the waste cart or can.
- Manage assigned Helper(s) if applicable.
- Conform in all respects with applicable federal, state and local laws, regulations, ordinances and other orders and to all company policies, procedures and directives from supervisors.
- Ensure that all required personal protective equipment be worn at all times (i.e., gloves, reflective vest, safety glasses, work boots, etc.)
- Report all accidents or incidents to supervisor(s) immediately
- Exhibit a professional demeanor, manner and appearance at all times (i.e., meeting customers and/or the general public while on route or in uniform.)
- Maintain accurate records of services performed.
- Maintain inventory of all container and residential carts and spare parts available and recommend purchase of additional containers, carts and spare parts to supervisor.
- Work closely with supervisor to improve routing efficiencies.
- Attend safety and branch meetings.

**Executive Team  
Organizational Chart  
Executive Team  
Organizational Chart**



**Executive Team  
Biography & Experience**

**Ven Poole, Chief Executive Officer**

Ven joined the Company in 1990 and currently serves as the CEO. From 2002 through 2008, Ven served as Vice President, Corporate Development. From 1995 through 2002, Ven served as Director of Support Services and from 1990 through 1995, he served as the Company's Risk Management Director. Ven holds a B.S. in Aerospace

Engineering from North Carolina State University. Ven has more than 22 years' experience in the solid waste industry.

#### **Harry Habets, President and Chief Operating Officer**

Harry joined the Company in 2002 as Vice President of Operations and took over as President and Chief Operating Officer on January 1, 2009. Harry brings with him over 14 years of experience from Waste Management in which he held various management positions, including VP of International Operations and Regional VP/Manager for collection, recycling and landfill disposal services in the Southeast. Harry holds a BS in Business Administration from Rochester Institute of Technology and has over 22 years' experience in the solid waste industry.

#### **Steve Grissom, Vice President, Chief Financial Officer**

Steve joined the Company in 2001 as Chief Financial Officer. Steve has 32 years of controllership and CFO experience including 16 years of Chief Financial Officer for Austin Quality Foods which was acquired by Keebler Foods. He is a Certified Public Accountant and is a member of the American Institute of CPA's and the North Carolina Association of CPA's. He holds a B.A. in accounting from North Carolina State University

#### **Lisa D. Inman, Vice President, General Counsel**

Before joining the Company as its Vice President, General Counsel in 2010, Lisa was a partner with the law firm of Wyrick Robbins Yates & Ponton, LLP in Raleigh, North Carolina, where she practiced in the areas of corporate transactions including a focus on mergers and acquisitions, in addition to corporate governance, complex commercial contracts, finance work and related matters. Lisa has 13 years of experience providing legal services to the solid waste industry, as she worked with the Company through Wyrick Robbins from 1997 to 2010. Lisa received her undergraduate degree, magna cum laude, from Rice University in Houston, Texas, and received her law degree, with honors, from the University of North Carolina at Chapel Hill.

#### **Brent Kirchhoff, Region 4 Manager**

Brent joined the Company in 2002 as General Manager of the Garner, NC branch. Brent has almost 36 years of industry experience, including various management positions with Waste Management and Republic Services in Chicago, Nashville TN, Houston TX, Atlanta GA, and he has been in North Carolina for 18 years. Brent holds a Bachelor of Arts degree from the Rockford Institute in Rockford, Illinois.

### **Subcontractors**

Waste Industries does not intend to use subcontractors in connection with daily recycle collection in Orange County.

## Orange County Recycle Program Design

- A. ***Service Performance:*** Waste Industries will be utilizing both automated and semi-automated side loaders. We will continue to utilize a pickup truck on the narrow streets with difficult collection points, some back door and a portion of Southern Village.

Each driver will follow their prescribed route past each household and will not deviate unless approved by supervisor in conjunction with County Program Manager. We currently take great pride in the fact that there is 1% or less contamination in the recycle material we deliver to the County approved processing facility. Even though the County will be incorporating larger, more concealing containers into their program, we will make all efforts to deliver the least amount of contamination to the processing facility. If contamination is identified we will aid in the process of educating the customer by leaving "oops" tags at habitual contaminators and selecting the designated button on the observation panel to ensure that it is captured in CARTS. After servicing the container we will place cart back to its original location to ensure that it does not become an impediment. When leaving the customer the driver will collect all materials that may have spilled while servicing the cart and will carry a broom and dust pan to aid in this effort. Once the truck is loaded with recycle or at the end of each day, the driver will deliver the materials to the County designated processing facility.

- B. ***Handicap/Disabled Citizens Service:*** Handicap and Disabled Citizen Service will be evaluated on a case by case basis. Depending on many factors it may be necessary to use a combination of both an 18 and 95 gallon cart or just continue to use their current 18 gallon bin.
- C. ***Managing Missed Collections Plan:*** As Waste Industries is notified by the County that there is a missed pick-up, a supervisor or backup designee will call the driver, whose route the miss was reported on, to determine what the issue may have been that led up to the miss. A supervisor or designee will place a work order to have an operations person or the driver go back and pick up the miss and then report the findings to the supervisor. The supervisor will then communicate our findings back to the County.
- D. ***Tracking Service Collection Data and Provision of Reports:*** Waste Industries is well versed with Rehrig's CARTS RFID system and reporting abilities. Rehrig's all-in-one RFID reader will be utilized on all collection vehicles along with Rehrig's truck mounted three button observation panel to record contamination issues, oops cards issuance and cart related issues. All of this data will be able to be tracked through the CARTS system and reports can be generated.

- E. *Routing and Accommodation for Growth:*** Waste Industries' methods of establishing required routes have been developed over a period of many years. We are constantly evaluating ways to improve our routing and processes which help us accommodate normal growth or large scale annexation. We are currently using G.I.S. based Route Smart technology software, in combination with our windows based Tower computer programs. Our extensive knowledge of the current urban recycle collection routes will make transitioning to the 95 gallon cart easier for the County and possibly reduce the amount of changes to current recycle routes.
- F. *Inclement Weather & Holidays:*** The supervisor will coordinate operation suspensions due to inclement weather situations with the County. As for holidays, the Durham, NC branch normally takes three holidays a year - Thanksgiving Day, Christmas Day and New Year's Day. All other holidays are worked on schedule, but there may be some limitations due to closed processing facilities. If the holiday falls on the weekend there will be no change in the collection schedule. When a Holiday is observed during the week that day will be rescheduled for Saturday.
- G. *Supervisors Communication with County:*** Our supervisor will be located at Waste Industries Durham, NC facility, 148 Stone Park Ct., Durham, NC 27703. The supervisor will be equipped with four means to communicate with Orange County, office phone, cell phone, fax and email. As back-up, the Durham facility has three other qualified supervisors that can be utilized.

## Safety

### OSHA Citation:

01/25/11 Cited but no fine

### Frequency/Severity 5 Years:

2013: 5.38/\$24,475

2012: 6.13/\$0

2011: 6.90/\$58,909

2010: 7.52/\$104,795

2009: 5.19/\$51,228

### Standard Industry Rates: 2012 data compared to (2011):

- o NAICS 562; waste management and remediation services - 5.4 (4.9)
- o NAICS 56211: waste collection - 6.3 (6.3)
- o NAICS 562119: other waste services - 4.1 (8.3)
- o NAICS 562212: solid waste landfills - 5.9 (4.8)

### Experience Modifiers for 3 years:

2013: 1.23

2012: 1.23

2011: 1.22

# Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2012  
**U.S. Department of Labor**  
 Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Waste Industries, LLC

Establishment name

Raleigh City State NC

| (A)<br>Case No. | Identify the person    |                                 | (D)<br>Date of injury or onset of illness (mo./day) | (E)<br>Where the event occurred (e.g. Loading dock north end) | (F)<br>Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch) | Classify the case |                            | CHECK ONLY ONE box for each case based on the most serious outcome for that case: |                         | Enter the number of days the injured or ill |  | Check the "injury" column or choose one type of illness: |                      |                              |                  |                     |                            |   |
|-----------------|------------------------|---------------------------------|---|---|---|-------------------|----------------------------|---|-------------------------|---|--|--|----------------------|------------------------------|------------------|---------------------|----------------------------|---|
|                 | (B)<br>Employee's Name | (C)<br>Job Title (e.g., Welder) |   |   |   | (G)<br>Death      | (H)<br>Days away from work | (I)<br>Job transfer for restriction   | (J)<br>Remained at work | (K)<br>Other recordable cases               | (L)<br>On job transfer or restriction (days) | (1)<br>Injury  | (2)<br>Skin Disorder | (3)<br>Respiratory Condition | (4)<br>Poisoning | (5)<br>Hearing Loss | (6)<br>All other illnesses |   |
| 1               | Moore, Robert          | Driver - Roll Off               | 1/19  | strain/ Legs&shoulder   | strain/ Legs& shoulder from car accident  |                   |                            |   |                         | X   | 0  | 6  | X                    |                              |                  |                     |                            |   |
| 2               | Walton, Darrell        | Welder                          | 7/5   | 604 Creekstone Ln   | Neck injury from vehicle accident   |                   |                            |   |                         | X   | 0  | 0  |                      |                              |                  |                     |                            |   |
| 3               | Pyles, John            | Welder                          | 7/17  | Queensbury circle   | Sprained knee from slipping in grass  |                   |                            |   |                         | X   | 0  | 15   | X                    |                              |                  |                     |                            |   |
| 4               | Moore, Marifnez        | Welder                          | 7/18  | Longview rd Chapel Hill                                       | Dehydration heat related  |                   |                            |   | X                       |   | 1  | 2  |                      |                              |                  |                     |                            | X |
| 5               | Frazier, Diamond       | Driver - Roll Off               | 7/27  | on route  | EE hit head on top of truck from bump in rd   |                   |                            |   |                         | X   | 0  | 0  |                      |                              |                  |                     |                            | X |
| 6               | Kent, Clark            | Driver - Front End              | 11/19   | Foothood  | EE hit head on top of truck from pushing door shut on tik   |                   |                            |   |                         | X   | 167  | 80   | X                    |                              |                  |                     |                            |   |
| 7               | Walker, Robert         | Driver - Roll Off               | 11/26   | WCA dump facility Raleigh, NC                                 | sprain to lower back from pushing door shut on tik  |                   |                            |   |                         |   | 3  | 168  | 103                  |                              |                  |                     |                            |   |

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspect of this data collection, contact: US Department of Labor, OSHA, Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

# Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2013  
**U.S. Department of Labor**  
 Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work, activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Waste Industries, LLC

Establishment name

Raleigh City Raleigh State NC

| (A)<br>Case No. | Identify the person    |                                 |   | Describe the case   |   |              | Classify the case          |                                    |                         | Enter the number of days the injured or ill |  |               | Check the "injury" column or choose one type of illness: |                              |                  |                     |                            |  |
|-----------------|------------------------|---------------------------------|---|---|---|--------------|----------------------------|------------------------------------|-------------------------|---|--|---------------|--|------------------------------|------------------|---------------------|----------------------------|--|
|                 | (B)<br>Employee's Name | (C)<br>Job Title (e.g., Welder) | (D)<br>Date of injury or onset of illness (mo./day) | (E)<br>Where the event occurred (e.g. Loading dock north end) | (F)<br>Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch) | (G)<br>Death | (H)<br>Days away from work | (I)<br>Job transfer or restriction | (J)<br>Remained at work | (K)<br>Away from work (days)                | (L)<br>On job transfer or restriction (days) | (1)<br>Injury | (2)<br>Skin Disorder                                     | (3)<br>Respiratory Condition | (4)<br>Poisoning | (5)<br>Hearing Loss | (6)<br>All other illnesses |  |
| 1               | Stasley, Benmeth       | Equipment Operator              | 2/21  | Transfer station  | RT ring/index finger caught between arm/body equip  |              |                            | X                                  |                         | 0   | 47   | X             |  |                              |                  |                     |                            |  |
| 2               | Surya                  | Operator                        | 6/6   | left arm and shoulder   | left shoulder strain from tipping cart  |              |                            | X                                  |                         | 0   | 46   | X             |  |                              |                  |                     |                            |  |
| 3               | Morochisht             | Driver-Reseal                   | 9/12  | Jones Ferry rd Chapel Hill NC                                 | missed step on truck conclusion to rt knee/left wrt   |              |                            | X                                  |                         | 0   | 33   | X             |  |                              |                  |                     |                            |  |
| 4               | Trujillo, Jeff         | Utility Operator                | 9/30  | right Elbow/Forearm   | Strain right forearm from picking up can pushing on a very rigid tailgate hurt lower back   |              | X                          |                                    |                         | 0   | 29   | X             |  |                              |                  |                     |                            |  |
| 5               | Benjamin, Jose         | Driver - Rail Off               | 9/25  | Landfill location   |   | 0            | 1                          | 4                                  | 0                       | 103   | 155  | X             |  |                              |                  |                     |                            |  |

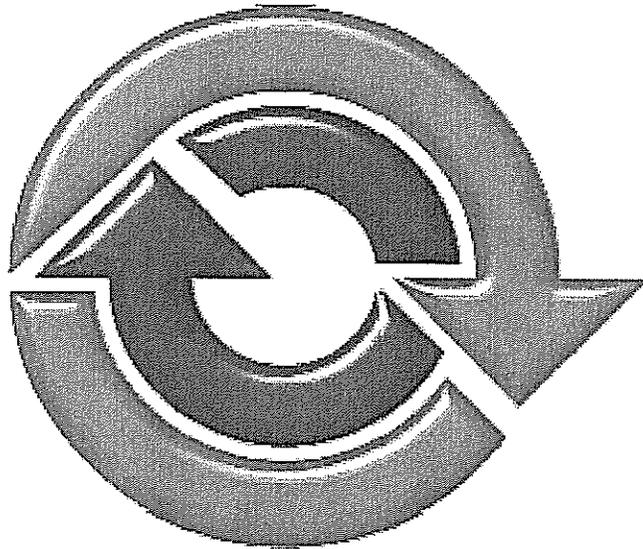
Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury (1) (2) (3) (4) (5) (6)  
 Skin Condition  
 Respiratory Condition  
 Poisoning  
 Hearing Loss  
 All other illnesses

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

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# WASTE INDUSTRIES USA



## **Safety Policy and Procedures Manual**

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# WASTE INDUSTRIES SAFETY POLICY AND PROCEDURE MANUAL

## Table of Contents

### Section

|          |   |  |
|----------|---|--|
| <b>1</b> | <b>PROGRAM ADMINISTRATION</b>                           |  |
|          | <b>Introduction</b>                                     |  |
|          | <b>10 Safety Policy</b>                                 | <i>Scope, Responsibilities, Authority/Accountability<br/>Minimum Program Safety Requirements and Completion Time Table</i> |
|          | <b>15 Employee Personal Responsibilities</b>            |  |
|          | <b>20 Rules and Regulations</b>                         | <i>Safety Rules and Sign-off of Understanding</i>  |
|          | <b>22 Rules and Regulations for Temporary Employees</b> |  |
|          | <b>25 Corporate Safety Belt Statement</b>               |  |
|          | <b>30 Motor Vehicle Reports (MVR's)</b>                 |  |
|          | <b>40 Progressive Discipline</b>                        |  |
|          | <b>50 OSHA Inspection Guidelines</b>                    |  |
|          | <b>60 Department of Transportation Compliance</b>       |  |
|          | <b>70 Contractor and Temporary Employees Guidelines</b> |  |
|          | <b>90 Violence Prevention</b>                           |  |
| <b>2</b> | <b>SAFETY MANAGEMENT</b>                                |  |
|          | <b>Employment and Safety Awareness</b>                  |  |
|          | <b>10 Hiring</b>  | <i>General Hiring Procedures and Requirements</i>  |
|          | <b>20 Safety Training</b>                               | <i>Methods to Train and Follow-up Criteria<br/>New Employee Orientation and Training Procedure</i>                         |
|          | <b>30 Safety Meetings</b>                               | <i>Requirements, Forms – Subject Matter<br/>Past Accident Reviews, Meeting Attendance</i>                                  |

**Section**

- 2 SAFETY MANAGEMENT Continued**
  - 40 Facility Inspection Methods**  
*Monthly Checklist*
  - 51 Safety Incentive Award**
  - 60 Safety Committees**
  - 70 Accident Reporting and Investigations**  
*Reporting Accidents and Injuries*  
*Methods of Investigating*
  - 75 Claims Handling Procedures**
- 3 OCCUPATIONAL HEALTH**
  - 10 Asbestos Program**  
*Non-Friable Asbestos*  
*Friable Asbestos*
  - 20 Blood borne Pathogen Program**  
*Examination and Program Requirements*  
*Forms and Appendices*
  - 30 Drug & Alcohol Testing Program**  
*Requirements*  
*Past Employer Testing Request Form*
  - 40 Hazard Communication Standard**
  - 50 Hearing Conservation Program**
  - 60 Personal Protective Equipment (PPE)**  
*Hazard Assessment*
  - 70 Pandemic Flu Plan**
- 4 PROCEDURAL GUIDELINES**
  - 10 Emergency & Evacuation Program**
  - 15 Inclement Weather**
  - 20 Lockout/Tag out Program**  
*Coverage, Definitions, Procedures, Training*

- 4      **PROCEDURAL GUIDELINES Continued**
  - 30    **Confined Space Entry Program**
  - 40    **Mobile Collection Equipment – Safety Regulations**
  - 45    **Storm water Pollution and Prevention**
- 5      **LANDFILL AND WASTE DISPOSAL SITES**
  - 10    **Landfill Asbestos Program**
  - 30    **Equipment Operators Experience Verification  
      And Motor Vehicle Reports (MVR's)**
  - 50    **Transfer Station Waste Screening**
  - 60    **Disposal Operations**
- 6      **FORMS AND CHECKLISTS**
  - 00    **Safety Inspection Checklist**
  - 10    **First Report of Injury - 301**
  - 13    **OSHA 300**
  - 15    **Accident Report Form**
  - 20    **Contractor/Temporary Employee Guidelines**
  - 25    **Hazard Communications Written Program**
  - 30    **Fire Extinguisher Checklist**
  - 40    **Hours of Service Calculator**
  - 50    **Ladder and First Aid Kit Inspection List**
  - 60    **Landfill Observation Form**
  - 70    **Safety Meeting Minute Template**
  - 90    **Route Observation Form**

## Section 1.00 INTRODUCTION

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It is the intention of Waste Industries, in the development of its Safety Policies and Procedures Manual, to achieve a workplace free from recognized hazards and a healthful work environment for employees, as well as the communities in which we work. The company maintains an active safety effort as set forth in our business principles: ***"To operate efficiently through attention to details at all levels of our company while preserving and protecting our people, our equipment, our financial resources and our environment"***. Company safety efforts originate from sound business practices; federal statutes, and; state and local laws that regulate our industry.

To fulfill the Safety Policy ideals, each and every employee will have to participate fully. A job, task or work practice should not be considered until every safety aspect, reasonable precaution and /or rule has been reviewed and followed. The goals of efficiency, productivity and safety are inseparable.

This Safety Policy and Procedures Manual, is applicable to Waste Industries (WI) and all of its subsidiaries involved in the collection, transportation and disposal of solid waste. The terms "Risk Management", "Safety" and "Loss Control" are used interchangeably throughout the manual. Waste Industries will establish annual safety goals and objectives for the company and for each branch. It is expected that the company and each branch will work towards achieving and/or exceeding the set goals and objectives.

The safety and health of all Waste Industries employees, our customers and our neighbors, will continue to be an integral part of how we do business. Not because of government regulations, state law or enforcement agencies, but because ***"it's the right thing to do"***.

---

Jim W. Perry  
*President and Chief Operating Officer*

**ACKNOWLEDGMENT FORM**

I have received/obtained the Waste Industries "Safety Policy and Procedures Manual," which outlines basic safety practices and minimum safety standards as required by the company and regulatory compliance. I hereby acknowledge that I will read and utilize the information contained in the Manual and have been offered an opportunity to ask questions and seek clarification when necessary.

I understand that changes occur in our working environment that could cause amendments, deletions or additions to these guidelines. I further understand that as a member of management, that although I may delegate various responsibilities under this policy and procedures manual, I am ultimately accountable for their application, and that accountability may not be delegated or transferred.

\_\_\_\_\_  
*Management Signature*

\_\_\_\_\_  
*Date*

**NOTE:**

The Safety Policy and Procedures Manual is the sole property of Waste Industries USA, Inc. This manual and all others dealing with company policy, standards of practice, rules and regulations, will not be altered, reproduced or distributed in any form without the expressed permission of Risk Management and/or the Vice President of Operations.

Waste Industries Home Office  
3301 Benson Drive, Suite 601  
Raleigh, North Carolina 27609

## Section 1.10 SAFETY POLICY

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The objective of this policy is to ensure the personal safety of each employee within Waste Industries (WI) and all those we encounter during the collection, transportation, transfer, and disposal of non-hazardous solid waste. Management's commitment to preventing job related accidents and personal injury is an integral part of our operations as we further our mission to:

"Grow and prosper through the efficient and responsible utilization of our resources while providing our customers with cost effective, responsive and environmentally sound solutions to their solid waste management needs".

Our most basic commitment in our Safety and Compliance Program is to continue developing the safety culture within Waste Industries while enabling employees to monitor and continuously improve their own safety performance through proactive training and program management. Also, we shall promote an atmosphere where employees assume and accept the personal responsibility for the safety and well being of others.

### POLICY

All levels of management within Waste Industries are committed to the safety process and have the responsibility of being responsive to the safety needs of their employees and the people those employees come in contact with. Each branch and their affiliates are required to follow this policy in order to enhance our degree of employee awareness, address safety related issues at the appropriate levels, impact employee behavior and reinforce the principle that all accidents and injuries are preventable.

### FUNCTIONAL RESPONSIBILITIES

The administration of the Safety Program, along with the responsibility for continuing review and updating, rests with the Health, Safety and Risk Manager, working in conjunction with the President, Chief Operating Officer. These responsibilities encompass:

- o Plan, organize, and administer the Waste Industries Safety Program.
- o Develop and implement loss control programs to reduce potential losses and reduce recurrences.
- o Establish annual safety goals, programs, and objectives and communicate their importance to managers.
- o Ensure implementation of policy, programs, and procedures for compliance with regulatory agencies; including but not limited to DOT rules and regulations, OSHA requirements, DHEC and DEHNR; and assist management in their effort to maintain safe and healthy working conditions for all employees.
- o Train appropriate personnel on safety requirements and monitor compliance with policy, through regular audits and reviews that ensure enforcement.

All Branch and Divisional personnel are required under this policy to carry out the intentions and responsibilities of Management as defined herein. Accountability for compliance with this policy rests with the General/Branch Manager and the Health, Safety and Risk Manager. These responsibilities encompass:

- o Compliance with all safety rules and regulations governing our industry
- o Manage subordinates to ensure that all company safety programs and procedures are followed
- o Report all incidents of work related injury and property damage
- o Maintain safe and healthful work conditions
- o Establish, maintain, and attend meetings of the Safety Committee

Further, under this policy the General/Branch Manager has the authority to:

- o Administer discipline for safety infractions
- o Control and direct personnel utilizing their facility
- o Delegate safety responsibilities to supervisors

While the General/Branch Manager may delegate his authority under this policy, delegated authority does not limit or eliminate accountability of the General/Branch Manager for any acts or events that may be in violation of policy.

## STATEMENT OF PROCEDURE

At a minimum, each branch within Waste Industries will have the safety program elements as defined under the following section "Safety Program Minimum Standards". It is responsibility of each General/Branch Manager to specify in written form their method of compliance and applicability of the following elements. Otherwise, the company Safety Program should be adapted at the branch level in total. Additional elements may be required based on actual exposures.

Each branch must demonstrate the availability of an updated a safety compliance program that contains the following elements:

### ◆ Safety Statement

A clear, written statement from the General/Branch Manager expressing the branch's attitude toward safety should be on file. Communication of this statement should be given to all subordinates, which serves to establish the standard of expected performance for all employees.

Basic elements in this statement are (1) Management's position with regard to safety; (2) Assignment of responsibilities; (3) Objectives of the safety program and (4) A brief description of the safety activities. A branch specific statement shall be posted and receive widespread publicity within the branch. SPPM Sections 1.00 and 1.20 shall be used if a branch statement is not made.

### ◆ Management of Safety Programs

Management of safety must include all levels of employment and their active participation in the program is absolutely necessary. The safety program must be organized and must maintain an active safety committee designed to accomplish documented goals.

### ◆ Assignment of Staff Function to Safety Personnel

Each branch shall designate one person in the organization to take full responsibility for the day-to-day administration of the safety program. The General/Branch Manager shall and will maintain accountability for the program regardless of the designation.

◆ **Hazard Control**

Maintaining a safe working environment is the primary requirement in the development of an accident prevention program. All new processes or equipment shall be reviewed and approved in advanced by Health, Safety and Risk Management or trained safety personnel.

Provisions shall be made for completing a hazard assessment and furnishing all necessary personal protective equipment to employees at those branches, where the determination has been made that potential eye, noise, hand, foot or respiratory exposures exist. Whenever personal protective equipment is provided, branch management will ensure that the equipment is properly used.

◆ **Safety Education and Safety Training**

Safety education and training are fundamental parts of our safety culture and is required for all employees.

Supervisory Training - The safety training of supervisors should be annually and is three-fold.

- To outline the policy regarding safety
- To present accident prevention fundamentals to supervisors
- To outline methods for applying these fundamentals in the operation of the safety program

The Employee Training and Education - An effective program will include an orientation to the company by the safety coordinator or immediate supervisor and should be undertaken at the time of employment. It should include the following with respect to safety on the job:

- The company philosophy
- Safety requirements which are a condition of employment
- The employee's safety responsibilities
- Safety rules and regulations
- The reporting all injuries to supervisors and the availability of first aid medical services
- Reporting unsafe conditions and practices to supervisors
- Annually required training (OSHA); (HazCom, Forklift, LOTO, Blood borne, etc)

These initial activities are to be supplemented in written form. Areas covered at these meetings include follow-up instructions and additional safety training. Emphasis should be placed on the quality and impact of these meetings with the frequency being a minimum of once monthly.

◆ **General Safety Rules**

There are a large variety of methods to increase awareness. Each General/Branch Manager shall ensure these elements are available and receive widespread publicity. There must be an emphasis on the impact of these activities.

- Safety bulletins and poster boards
- Safety record or score boards by department and/or location
- Safety meeting materials such as films, slides, booklets, graphs, and flip charts
- Safety banners
- Safety signs
- Safety incentive programs

◆ **Safety Regulations and Rules**

Branch specific safety rules should be established and prepared in typed or printed form for distribution to supervision and employees. Company rules and regulations can be used in total to satisfy this requirement. Also, procedures should be established for the safe operation and handling of specific equipment, process jobs, or machines, such as balers, welders, jacks, lifts, steam jenny, presses, tire machines, compactors, etc..

◆ **General Inspections**

The achievement of safe working conditions requires the elimination of both unsafe physical conditions and unsafe practices. A good inspection should include following:

- Regular inspection by supervisors of areas for which they are responsible
- Periodic and regular unannounced inspections by the General/Branch Manager
- Assignment of specific responsibility for the maintenance of good working conditions
- Preventative Maintenance - All branches will have periodic inspections. The frequency of these inspections will be once per month at a minimum. Each branch shall use the company developed checklist or one containing all those items at a minimum.
- Safety Lanes – All branches utilizing Commercial motor vehicles (CMV) will establish and maintain a vehicle safety inspection process, to occur at the end of a vehicles shift, where the driver and maintenance personnel communicate directly regarding vehicle condition and performance. This action does not eliminate the daily post-trip required by federal law.

◆ **Accident Investigations**

An accident investigation has two immediate purposes; (1) to get all of the relevant facts, and (2) to develop recommendations to prevent a repeat. Use established procedures for accident investigations, time limits for reports, and means for implementing recommendations to prevent reoccurrence. At a minimum, each investigation should include:

- Separate Driver/Operator and Passenger statements and a written description of accident.
- Vehicle and operator/driver information for all involved parties including witness statements
- Accident diagram including vehicle direction, traffic controls and other pertinent information
- Be specific regarding the accident location, weather conditions and road surfaces
- Communication to Health, Safety and Risk Management within required time frames

Refer to Section 2.60, "Accident Reporting and Investigations", for complete details regarding all procedures associated with accident investigations and/or reporting.

◆ **Maintenance of Accident Records and Statistics**

An accident register (list) and all backup documents such as comprehensive accident reports must be kept by each branch for a minimum of one year (Branch Compliance Folder in WISER), to analyze past experience, meet legal requirements, and guide future planning.

◆ **Specific Company Required Programs**

All branches are required to maintain the following programs according to company standards.

- DOT Compliance
- General Hiring Procedures
- Drug and Alcohol Testing Requirements
- Hazard Communications
- Emergency and Evacuation Procedures
- Lockout/Tag out Procedures

◆ **Safety Program Evaluation and Audit**

Provisions should be made for periodic evaluation of the accident prevention program. This can best be accomplished by the Safety Committee on the basis of results, observations, reduction in workman's compensation losses, comparison of the experience, etc. periodic audits will also be made by the Health, Safety and Risk Manager, consistent with company policy and objectives.

**POLICY VARIANCE**

Any variance from the provisions of this policy must have the prior written approval of the Vice President of Operations and the Health, Safety and Risk Manager.



## Section 1.20 RULES AND REGULATIONS

---

### PURPOSE

It is essential that the performance of work related activities be consistent and maintains minimum acceptable standards. Rules and regulations relay these standards to the work force. The rules also help:

- o To improve the safety, health and security of employees.
- o To attain greater efficiency in operational activities.

Each branch is to have readily available as reference, General Industry Safety & Health Standards, 29 CFR 1910 (OSHA standards), and the Federal Motor Carriers Safety Regulations. This is obtainable from your local OSHA office, DOT or in electronic format (internet websites).

Each employee shall be given a copy of the following rules and regulations, to review, and sign off acknowledging their understanding and consent to obey before being permitted to work. This form shall be maintained in the employee's personnel file and a copy shall be given to the employee upon request. These rules shall be reviewed annually to ensure continued understanding and compliance.

### BASIC SAFETY

#### Employee Responsibilities

- o Employees are required to be familiar with these safety regulations and conduct themselves in accordance with the company's safety policies.
- o Supervisors are required to enforce these safety regulations at all times. All safety infractions and resulting disciplinary actions shall be effectively documented.
- o All employees are expected to report unsafe conditions or acts to management, immediately.
- o The use, possession or consumption of intoxicating liquor, illegal narcotics or drugs; or weapons; on company property or a job site; while working, during shift breaks, lunch breaks; and/or reporting for work unfit for duty, is strictly prohibited, and shall be cause for immediate discharge.
- o Horseplay, practical jokes, scuffling, wrestling, fighting and the like are prohibited.
- o Proper operating procedures shall be followed at all times.
- o At no time shall any employee be permitted to work without a shirt or proper attire as judged by management or policy standards (refer to Section 3.60 PPE, Appendixes B and C).

### PERSONAL PROTECTIVE EQUIPMENT

- o Protective head, eye, face, and ear equipment shall be required where there is a reasonable probability of injury and in accordance with the Hazard Assessment (branch specific) for Personal Protective Equipment (Section 3.60). PPE, when required must be immediately available to employees in the vehicle or on their person.
- o Eye protection of approved design and quality must be available and worn by those working at or near grinding, chipping, cleaning with compressed air, steam cleaning, loading, unloading or any other operation or condition involving dust, particulates or radiant light which could possibly cause danger to the eyes. Examples of required use include packing (hopper), using tarp straps and outside the vehicle at disposal sites.
- o Effective ear protection shall be worn when occupational noise exposure is verified above the action level (85 dBa. eight hour time weighted average) and may cause significant loss.

### Respiratory Protection (Corporate Determination and Approval Required)

- o In any situation where air may be contaminated with harmful dust, fog, smoke, etc., over exposure must first be reduced through engineering controls. When engineering controls are not feasible, appropriate respirators or nuisance mask shall be obtained and used.
- o When respirators are required, standard procedure shall include the following:
  - Wearers must not have facial hair or beards that interfere with the seal.
  - Wearers shall be examined to determine their physical capacity.
  - Wearers shall be fit tested before initial use and every six months thereafter.
  - Training shall include the selection, use and maintenance of the respirator.

### Protective Clothing

- o All employees working outside of their vehicles, on routes and in uncontrolled or high traffic areas such as public roads, transfer station floors or at the landfill working face, must wear fluorescent type uniforms, safety vests or similar striping on outermost garments, which must be visible at all times. Standard PPE Class 2, lime yellow garments with adequate reflectivity is required.
- o Loose fitting clothes, jewelry and long hair can be a safety hazard and shall be confined, i.e., rolled up, pulled up, etc. Shirt cuffs must be buttoned or tightly rolled up.
- o Company approved protective gloves must be worn by employees when handling materials which may cause injury to the hands or irritation to the skin.
- o Six-inch high leather boots with non-slip soles, puncture resistance and toe protection, are required for drivers, maintenance, disposal personnel or any employee exposed to foot rollover or puncture potential. Puncture resistance will be waived for all other employees when determined by hazard assessment.

## FIRE SAFETY

### Portable Fire Extinguishers

- o Portable multi-purpose (ABC Class) fire extinguishers shall be provided at each location and on all collection/support vehicles as required by company and DOT standards.
- o Fire extinguishers are to be given an annual maintenance check by a qualified servicing company. Each unit should bear a tag showing the last date of servicing.
- o Visual inspections should be conducted and documented on a monthly basis to ensure units are charged, undamaged, unobstructed and located in their designated space.
- o All personnel are required to know fire extinguisher locations and to be trained annually in the proper selection, maintenance and use of such equipment. Drivers will only engage incipient fires in a stage that is clearly preventative otherwise; employees will immediately evacuate areas where fire has surpassed the incipient (small) stage.
- o Supervisors shall make employees aware of the shortest and safest evacuation route as a part of the annual emergency evacuation training. Exits and their access or egress points shall be fully accessible, clearly marked and lighted.

## SHOP OPERATIONS

### Out Of Service Procedures

- Before moving trucks and equipment or placing them back in service, vehicles must be released by maintenance and employees are required to walk completely around the vehicle to be sure no one is working on or under it before it can be moved.
- Approved lockout devices, signs, and/or tags shall be used to define and restrict specific and potential hazards during maintenance operations.
- All employees are required to read and understand the lockout/tag out policy and procedures.
- Accident Prevention Tags - Temporary means of warning all concerned of hazardous conditions, defective equipment, etc., shall be used.
- The tags shall not be considered a complete warning method, but should be used until a positive means can be employed to eliminate the potential hazard (lock).
- Mechanics performing maintenance on vehicles shall remove/retain the key and secure the vehicle with lockout devices if available. If none are available, tags should be utilized along with disconnecting power and blocking/chocking all energy sources until the work is completed.

### Maintenance Procedures

- The operation, repair and maintenance of company vehicles and equipment shall be performed only by properly trained, appropriately licensed and authorized personnel.
- Personal vehicles shall not be parked or located in the shop or within the operations fenced area.
- When using chains or cable slings, keep them free from kinks and twists. If frayed or broken, such items should be taken out of service immediately.
- When using hoists or cranes, PUSH the load instead of pulling it.
- Never attempt to manually lift heavy items alone.
- Employees will not work under or around raised vehicles or vehicles portions such as hoist, tailgate, etc., except in maintenance situations when vehicles are locked out with mechanical supports.
- All cylinders will be properly stored, secured in an upright position and equipped with valve caps (hand tight); oxygen and fuel gases (acetylene), will be separated by 20 ft. or a five foot high barrier with a ½ hour burn time.

### Spray Painting Operations (When Appropriate Spray Paint Booth is Available)

- Refer to company standards on respirator use when applicable. Users must be clean shaven.
- Ensure an adequate ventilation system is operating properly.
- Areas for painting shall be kept clean; floors covered or occasionally scraped of excess paint.
- Unapproved electrical devices are prohibited in the paint shop.

Water based enamels shall be used when feasible. The use of Imron, Urethane or other type paints which contain hardeners must be reviewed by the Health, safety and Risk Manager or Fleet Manager prior to initial use.

## COMPANY VEHICLES

### Pre and Post Trip

- Before entering a vehicle, a driver is required to walk completely around it to determine there are no hazards and that the vehicle appears to be in safe operating condition.
- Routine daily inspections of all vehicles are required using company pre and post-trip inspection forms and established procedure. Safety Lanes (Driver/maintenance inspections) will be established and operating at the end of each daily route or assignment.
- Cabs and operating areas shall be kept clean and uncluttered. Vehicles noted on the Vehicle Condition Report (VCR) as unsafe to operate shall not be driven until fully repaired, and released by maintenance.
- Daily tire checks for proper air pressure and general condition, prevent tire damage, blowouts or flats.
- Service and route foreman's vehicles shall be included in pre-trip /post-trip inspections, contain the same required emergency equipment as the commercial trucks, and operators shall be educated as to their use.
- All company vehicles equipped with battery disconnect switches on the negative lead, shall be switched "off" when the vehicle or equipment is shutdown.
- All collection, transfer, service and mobile equipment will be equipped with backup warning devices, which will be inspected prior to operation, daily. Vehicles or equipment without properly operating warning devices will be placed out of service until repaired.
- Rear vision cameras shall be inspected daily and will be maintained in proper working order, otherwise, the vehicle will be placed out of service until repaired or equally safe measures are in place.

### Vehicle Operation

- Company vehicles shall be operated only by authorized personnel.
- Non-Waste Industries employees including friends or family members, and off duty employees are prohibited from riding in company vehicles during scheduled work activities except with prior management approval.
- All employees operating company vehicles will be familiar with and observe state and local traffic laws.
- Speed limits must be observed on public or private streets and company property.
- Seat belts must be provided in company vehicles and used by all occupants when operating, except when in collection mode and traveling short segments (less than 2\10<sup>th</sup>) or under 20 mph.
- Tire Safety
  - Minimum treads depth of 4/32 inches on the steer axle and 2/32 inches on the drive/tag axle.
  - At no time will recapped tires be placed in the steering axle position.
  - Tire sizes and load ratings must be properly matched on the same axle.
  - Tire load ranges may not be exceeded.
  - Tube type tires are prohibited on steer axles.

Refer to the Maintenance Policy and Standards Manual for additional information on tire safety, approved vendors, brand names and specifications.

- o Each truck shall be equipped with emergency triangles (properly secured during transit); spill kits and two ten pound (one twenty in limited situations) fire extinguishers. No exceptions to this requirement.
- o Should it become necessary to stop or park a vehicle along a highway in an emergency, employees shall position all four wheels off the traveled portion of the highway, turn four-way flashers on, and if parked for more than 10 minutes, set safety reflecting emergency triangles in place. In such instances, employees should exercise proper care for their safety and well-being, while outside the vehicle.
- o The proper placements of emergency triangles are as follows,

One direction traffic flow:

- #1 10 feet behind truck
- #2 100 feet behind truck
- #3 200-500 feet behind truck (dependant on terrain)

Two-way direction traffic flow:

- #1 10 feet behind truck
- #2 100 feet behind truck
- #3 100-500 feet in front of truck (dependant on terrain)

The key to situating these triangles is to allow advance warning to oncoming traffic.

- o Commercial vehicles, when in operation, shall have driving lights turned on.

Driver/Helper Operations

- o Only 6" steel toed, puncture resistant, tie up type boots shall be worn. These are required for employees exposed to rollover or penetration hazards, particularly in landfill or disposal applications.
- o Ride only in cab or on platforms intended for that purpose, using hand holds for balance.
  - Don't use riding platform when traveling over 10 mph. or more than 2/10th of a mile uninterrupted.
  - When attempting to step on/off a riding step, the truck shall come to a complete stop.
  - Never attempt to mount or ride on the front steps of a collection vehicle, traveling forward or reverse
  - When using the rear step, hand holds must be provided and used; never loop arms through holds
  - Never occupy the rear riding platform while vehicle is backing up.
- o Backing
  - Ensure surrounding area is clear before backing up.
  - Helper must be out and to the rear truck side that presents the best view, while in clear sight of the driver at all times. If the helper cannot be visually located, do not move vehicle.
  - No one should be riding on any steps or platforms when backing.
  - Backup alarm, lights and beacons (if applicable) must be working properly.
  - Move slowly, in increments.
  - Do not travel in reverse more than is actually necessary.
  - Back-up sensor or cameras must be operative if equipped.
- o Vehicles should not be used to push another vehicle. Drivers will not allow vehicles to be pushed by heavy equipment, for any reason.
- o Do not enter truck body until push-out plate clamp is released, power take-off ("PTO") is disengaged, ignition key removed and in your possession, disconnect switch is in the off position and the steering wheel is properly tagged.

- Exit vehicle using the proper foot supports and hand holds. Vehicle fixtures not intended for foot supports or hand holds should not be used for this purpose.
- Avoid contact with hydraulic fluid, and associated lines and cylinders.
- Follow established rules on collecting trash and work one side of the street at a time.
- Lift properly using legs as support. Never attempt to lift a heavy item alone.
- Heed overhead clearance limitations. All stops that have overhead hazards shall be:
  - Labeled with a sticker that denotes overhead hazard
  - Typed into the route sheets program under "driver's notes" listing the precaution
- Never position any part of the body beneath or between an unsecured raised: body, tailgate or container.

#### Hot Load Procedures En route

- Where applicable, the truck's compactor blade shall be cycled in order to compact the trash as tight as possible to minimize the amount of oxygen available to fuel the fire.
- The driver should radio the dispatcher immediately and identify the status of the fire and the exact location of the vehicle. Dispatcher will relay all pertinent information to the local fire department and any available Waste Industries employees in the immediate area shall provide assistance.
- The driver should be directed to dump the load in the nearest clear area. This could mean the side of the road, parking lot, or side street but as clear of sewers or waterways as possible. Consideration must be given to the damage or environmental impact that may occur to the surrounding area.
- After the load is dumped, move vehicle away from dumping area. Shut engine down and turn master disconnect switch to the OFF position. Employees *will not* engage in fighting load fires.
- At all times a driver must obey all traffic regulations, including speed limits.
- Cleanup should commence as soon as practical and safe.

#### Procedures for Preventing Vehicle Rollovers

- Company vehicles will be operated at 10 mph slower than the posted speed prior to entering any curve or exit/entrance ramp. Further speed reductions may be necessary due to load, surface or weather.
- Before pulling off the road for any reason, the driver must be certain that the shoulder of the road is both level and firm enough to do so safely. Standard collection is from the traveled portion of the road.
- The driver shall not drive the vehicle onto any surface that he or she believes is unstable. Contact your immediate supervisor if necessary.
- The driver will inspect all springs and suspension components as part of their daily pre/post trip inspections and report defects immediately.
- Prior to transporting a loaded roll-off container, the driver must inspect the container for proper loading (balanced or even). The driver is directly responsible for proper load securement.

- In an emergency situation, the driver shall weigh the risks of running off the road to avoid a collision vs. staying on. Refrain from turning into oncoming traffic and make every attempt to maintain your lane.

#### **DRIVER LANDFILL SAFETY**

##### General Rules

- Employees shall abide by all landfill safety policies and rules which apply to visitors.
- Employees shall observe extra safety precautions during wet, icy, dusty, or other inclement weather.
- Personal protective equipment shall be available and used by employees as needed.
  - Reflective or High Visibility clothing, fluorescent-colored vests or stripping are required in any landfill or transfer station environment.
  - High-topped steel toed, heavy-duty footwear
  - Hearing protection where and when required.
  - Safety glasses must be WORN when outside the cab in a landfill or transfer station environment.
  - Dust (nuisance) masks upon request
- Scavenging refuse is dangerous (roll over potential), violates company policy and is strictly prohibited.
- Smoking is prohibited on or in the immediate vicinity of the face and as otherwise posted.

##### Unloading Procedures

- Opening /closing tailgates, container doors or turnbuckles will be performed as far away from the immediate face as feasible.
- Drivers should avoid soft ground or muddy areas whenever possible.
- Avoid backing or driving over objects which damage tires or wrap around drive lines.
- Exercise caution when backing. Backup warning devices must be in good working order.
- Never move your vehicle/equipment if visibility is restricted in any way. Be sure windows are clean and provide a full view of the fill, trucks, spotters, and anything else going on at the face.
- When positioning at the face for unloading, attempt to establish maximum spacing between other vehicles (adequate room for doors to open or approximately eight (8) to ten (10) feet).
- Employees shall not jump from cabs of trucks.
- Drivers will be out of vehicles only when necessary.
- When on the ground, the driver will stay near the vehicle at all times and once backed into the face will never cross the rear of the vehicle.
- Avoid walking beyond the rear tandem or more than 5 feet from side of your truck (in dumping position).
- Pull forward at least one truck length away from dump area before doing routine clean-up of tailgates
- Pull away from tipping face and shut down engine (key in pocket) prior to cleaning behind the blade or in the back of the truck or container. Review lockout/tag out procedures prior to performing this job.
- Drivers are responsible for actively reporting all unsafe conditions or hazards to their immediate supervisor, on a daily basis or as the situation dictates.

## TRANSFER STATIONS

The following materials are prohibited:

Hazardous waste, chemicals, liquids, acids, sealed drums, corrosives, radiological or medical waste and explosives.

### DRIVER RULES:

- Do not enter the building until directed by the attendant.
- Wear all required PPE such as hard hats, work boots and safety glasses
- Unload only in the designated area.
- Remain with your vehicle at all times.
- No smoking or heat source of any kind on tipping floor.
- No scavenging or picking through discarded waste.
- Stay clear of open pits.
- Unauthorized individuals should not be within 6 feet of the open pit

SUPERVISOR/MANAGER: Visit ALL Landfills or Transfer Stations your drivers use to identify Hazard Assessment changes and to verify compliance with Safety Rules by Drivers. Document visit in personal Journal or if necessary a formal report. Communicate Hazard Assessment changes to all personnel within 5 days.

**EMPLOYEE CONSENT OF UNDERSTANDING**

I, \_\_\_\_\_, have a complete  
(Print Name)  
understanding of the company safety rules and regulations. I  
understand the penalties and discipline which may be administered  
upon violation of these safety rules and regulations.

\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Employee Signature

\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Supervisor

## Section 2.10 HIRING GUIDELINES (SAFETY/DOT)



### PURPOSE

Proper applicant screening is a vital step in the selection process of any employee. This is especially true for fleet operations where driver and equipment operator selection is the cornerstone of loss control.

### APPLICATION

The following guidelines are intended to provide minimum acceptable standards for the hiring of employees operating in safety sensitive positions. Safety sensitive activities, for the purpose of this procedure, are job functions associated with the operation of a commercial motor vehicle, heavy equipment and/or where historically the company has experienced a higher number of losses from workers compensation claims or accidents. These procedures in no way supersede or negate any established personnel hiring procedures.

### ALL PROSPECTIVE EMPLOYEES

All prospective employees in safety sensitive positions will be processed using the following tools:

#### Application and Employment Eligibility Verification (Form I-9)

- o Each applicant will complete and sign a company approved employment application prior to hire
- o The Eligibility Verification (Form I-9) will be completed within three days of employment

#### Authorization & Release

Each applicant's signature should be obtained on a standard authorization and release form:

- o Enables the necessary background investigation, records review and alcohol/drug history review
- o Permits updating for required information, as necessary

#### Interview

The interviewer should attempt to ascertain employment experience, knowledge of DOT regulations and traffic laws (driver applicants), and opinions regarding past employment and safety experience. Specific information will be noted and later reviewed and investigated to detect discrepancies or falsification.

#### Pre-Placement, Post-Offer Medical Examinations

After a driver is offered employment contingent upon the results of a medical examination, make arrangements for a physical exam at a designated medical facility. Medical examinations are required by FMCSR every 24 months. It verifies an individual is DOT qualified as well as capable of meeting the physical demands associated with the essential job functions. In order to properly make that determination, the medical facility must be acquainted with DOT medical qualifications and/or be provided with the appropriate regulations and an accurate job description.

**NOTE: DOT requires verification that a driver has a current medical card. WI considers current to be within the past six months and driver must possess a copy of the physical examination (long form not card). Otherwise, the driver must be re-examined.**

## POTENTIAL DRIVERS/OPERATORS

The section includes all information necessary to meet the U.S. Department of Transportation (DOT) requirements for employment as a driver. The term driver is used to include any person driving; a vehicle with the gross weight exceeding 10,001 pounds; any company insured vehicle; and any employee who drives as a requirement of their job. Designated maintenance personnel assigned to duties such as road test (troubleshooting) and road calls must possess a CDL prior to operating a company vehicle on the public highway and within six months of employment. The "basic" hiring requirements previously mentioned are also prerequisites for driver positions and will be a part of the Driver Qualification File. Standard Driver files are available through the Waste Industries website. Driver Qualification Files must be organized and maintained at the branch for as long as p of all CDL holders until 3 years after .

For the purpose of consistency in hiring, equipment operators will undergo the same process with the exception of a DOT physical and driver qualification files. Although not required for equipment operators, the Record of Violations is considered a verification of the last twelve months of operating experience and is a simple method of cross-referencing MVR's.

Employees hired to drive company commercial motor vehicles must be a minimum 21 years of age. Current non-driving employees will not be promoted to a driving position until they meet this age criterion.

### Physical Examinations

Each driver shall be examined to meet the criteria listed by the DOT

- o The DOT physical examination form and the medical examiners certificate card shall be given to the driver to be presented to the physician at the time of the examination.
- o The physician will complete the DOT form and medical card and return it to Waste Industries. Should the driver fail the examination, the physician will retain the test information and provide the results via telephone to the branch.
- o The completed physician examination form shall be retained in the drivers file and the driver shall carry the medical examiner's certificate card at all times while driving.

### Inquiry to Past Employers

Each employer that the driver was employed with or contracted to drive for within the past 10 years shall be listed on the application. All employers within the past three years shall be contacted either by phone or in writing. Each inquiry sent by mail shall be copied and filed. Telephone interviews shall be appropriately documented.

### Violation and Record Review

Each potential driver will complete this form identifying convictions within the past 12 months occurring in any type of vehicle or motorcycle. (Parking tickets do not apply.)

### Motor Vehicle Report (MVR)

MVR's are obtained before an individual is offered employment in any driving capacity. (This includes equipment operators and maintenance personnel). MVR's will ensure that the potential employee's license is valid with the proper license class when applicable. Refer to the procedures on "Motor Vehicle Reports" and "Department Of Transportation Compliance" within this manual for a more detailed explanation on federal requirements.

### Record of Road Test and Certification of Road Test

Each driver applicant should undergo a thorough road test as part of the selection process. The purpose is to check the understanding of proper operating procedures for the type of vehicle to be assigned and shall be typical of the anticipated routes and operating environment.

### ESTABLISH AND MAINTAIN FILES

Each personnel file must include the following completed documents as requested from the various departments.

#### Personnel file required forms

- o Application
- o Employment Eligibility Verification (Form I-9)
- o Other required forms (tax, enrollment, release...)

#### Driver Qualification File Required Forms (in addition to Application)

- o DOT Physical Examination Form
- o Inquiry of past employers
- o Violation and Record Review
- o Record of Road Test
- o Certification of Road Test
- o Notice to Drivers and Certificate of Compliance
- o Controlled Substance Test Results (Chain of Custody)
- o Notice of Disqualification
- o Annual Review of Driving Record
- o Pre-placement Urinalysis Notification (release)
- o Copy of Drivers License
- o MVR (current)

#### Safety Required Information

- o Results of pre-placement physical examination (DOT file only)
- o Commendations and written warning letters (safety related)
- o Copies of accident report
- o Copies of workers compensation claims and any additional claim information
- o Acknowledgment of training received
- o Acknowledgment of safety rules received
- o Attendance of safety meetings



## PURPOSE

An effective accident prevention program is based on proper job performance. When trained properly, employees are more likely to perform safely. All employees are to be trained initially and periodically. The following situations illustrate key training opportunities:

- o New hire orientation or safety overview prior to assigned duties;
- o Prior to transfer or assignment to a new job;
- o Employees observed performing unsafe acts or following an accident or injury

## APPLICATION

Training is required and mandated by the Occupational Safety and Health Administration to ensure that all employees are informed about recognized and potential work place hazards. It is the responsibility of the Home Office to ensure overall program consistency and accuracy through monitoring and the periodic distribution of pertinent information.

The General or Branch Manager is responsible for providing proper training for all employees under their direct supervision. The manager may delegate this responsibility to a subordinate. When doing so, the manager will retain the accountability for ensuring that training is carried out properly and meets or exceeds minimum requirements. The Manager must take extra precautions to ensure that training is effective and consistent.

## TRAINING NEW EMPLOYEES

### New Hire Orientation

All new employees shall complete new hire orientation and safety training including the following materials:

- o Branch Safety Goals
- o Home Office and Branch Safety Policies
- o Rules and Regulations
- o Responsibilities for Safety

### Proper Job Instruction

Proper job training is best accomplished through a formal written process tailored to the specific job, with key points and milestones. Special attention should be given to job instruction, using four (4) basic steps:

- o Prepare The Employee.
  - Put employees at ease.
  - Find out what they already know about the job. What misconceptions they may have.
  - Get the employee interested. Explain the importance of the job and of safety.
- o Present The Operation.
  - Explain and illustrate the operation. Ask questions for feedback - be patient.
  - Stress key points through the demonstration of proper procedures.
  - Explain clearly and completely one point at a time.
- o Performance Tryout.
  - Test employees by having them perform the job.
  - Have employee explain key points.
  - Ask questions and correct errors.
  - Supervise the performance of duties and provide coaching.

- o Follow-up.
  - Put employees on their own
  - Tell employees who to go to for help.
  - Check frequently - Encourage questions.
  - Slowly taper off coaching and begin normal supervision.

**NOTE:** Overall, the immediate supervisor could best ensure consistent and proper training.

#### Follow-up to Instruction

Follow-up instruction should be conducted within the 30, 60 and 90 day time periods, after the initial job training. This follow-up provides an opportunity to assess the overall performance of the employee. Based on evaluation, it will usually be found that one of the following situations exists:

- o The employee is performing safely and efficiently and needs little further instruction.
- o The employee is not performing satisfactorily, however, it appears additional training and reinforcement will be sufficient.
- o The employee's performance is unsatisfactory to the degree that they should be dismissed. This option must be examined thoroughly and well documented.

Appropriate action should be taken based on the evaluation. Additional follow-up is left to the discretion of the supervisor.

### HOW TO TRAIN EXISTING EMPLOYEES

#### Employees Reassigned To a New Job

Whenever existing employees are transferred to a new job, they should be given proper formal job instructions as outlined above.

#### Other Employees

All employees should be given a periodic retraining, particularly when it is observed that they are working in an unsafe manner. OSHA required safety training should be given annually, thereafter, from its initial date of instruction.

#### On The Job Training

The value of working with a designated, experienced person(s) to observe and reinforce the proper techniques is clear. The person to whom a trainee is assigned should be one who knows the job thoroughly, is a safe operator, and has the ability and willingness to train. This individual may not necessarily be the best or most productive employee.

### DOCUMENTATION OF TRAINING

Each time an employee receives a training session; their attendance should be documented by the person conducting the training session and signed by the employee. Any additional information i.e., tests, videos, certificates, should be filed. The documentation and filing of training is mandatory. Without documentation, training may not be properly verified.

Training which involved the use of performance-based standards such as equipment operation (front loader, rear loader, recycling truck, van, etc.) should highlight hours of operation as well as instruction. The qualifications of the trainers should be on file and must be greater in overall knowledge than those being instructed. Driver qualification forms are to be placed in the DOT files.

**WASTE INDUSTRIES  
NEW EMPLOYEE ORIENTATION AND TRAINING PROCEDURE**

Establish minimum orientation and training requirements for a new employee.

**HELPER/LABORER/MAINTENANCE**

| Complete all required paperwork (I-9, DQF, etc.)                    | <i>Initial &amp; Date</i> |  |
|---|---------------------------|--|
| o Discussed job responsibilities                                    |                           |  |
| o Discussion of Customer Service Requirements                       |                           |  |
| o Review the following safety policies and procedures:              |                           |  |
| - Benefits  |                           |  |
| - Family Leave Act  |                           |  |
| - Uniforms and Dress Code   |                           |  |
| - Sexual Harassment   |                           |  |
| - Work Rules  |                           |  |
| - Accident/injury Reporting   |                           |  |
| - Branch Specific Safety/ Employee Rules                            |                           |  |
| - Safety Committee/Accident Review Board Procedures                 |                           |  |
| - Safety Meeting Attendance   |                           |  |
| - Safety Incentives and Award Programs                              |                           |  |
| - Discipline Policy   |                           |  |
| - Drug/Alcohol Policy   |                           |  |
| - Miscellaneous   |                           |  |
| o Tour of the Facility  |                           |  |
| o Basic operational procedures, i.e. backing, riding steps, traffic |                           |  |
| o Hazard Communication - Right to Know Training                     |                           |  |
| o Emergency Response/Fire Extinguisher Training                     |                           |  |
| o Personal Protective Equipment - training and issuance             |                           |  |
| o Blood borne Pathogens   |                           |  |
| o Hearing Conservation (if applicable)                              |                           |  |
| o View applicable "Be Proud, Be Safe" Videos (3)                    |                           |  |

I have received training in the topics listed above on the dates indicated. I have had the opportunity to ask questions and received answers on the contents of this training presented by the Company. I understand the training and I have received and agree to abide by the rules and procedures presented.

\_\_\_\_\_  
Employee's Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

| <b>RESIDENTIAL OPERATIONS</b>        |            |            |              |  |                      |
|--------------------------------------|------------|------------|--------------|--|----------------------|
| <b>Driver Training Checklist</b>     |            |            |              |  |                      |
| <b>Driver:</b>                       |            |            | <b>Date:</b> |  |                      |
| <b>PRE-TRIP INSPECTION</b>           |            | <b>YES</b> | <b>NO</b>    | <b>OPERATIONAL PROCEDURES</b>            |                      |
| Checked Fire Extinguisher            |            |            |              | Uses Emergency Flashers                  |                      |
| Checked for Fluid Leaks              |            |            |              | Properly Loads Hopper                    |                      |
| Checked Oil Level                    |            |            |              | Properly Places Cans Back                |                      |
| Checked Water Level                  |            |            |              | Proper Cycle Of Packer                   |                      |
| Checked Windshield Solvent           |            |            |              | Looks Away during Cycle                  |                      |
| Checked Air Tank Valves              |            |            |              | Alert To Pedestrians                     |                      |
| Checked All Tires                    |            |            |              |  |                      |
| Checked Rear Trunion Pins            |            |            |              | <b>LANDFILL PROCEDURES</b>               |                      |
| Checked Outside Levers               |            |            |              | Adjusts to Landfill Driving Conditions   | <b>YES</b> <b>NO</b> |
| Turned on Battery Disconnect         |            |            |              | Obeys Landfill Rules                     |                      |
| Checked Fuel Level                   |            |            |              | Understands Use of Power Divider         |                      |
| Checked Inside Levers                |            |            |              | Uses Proper Backing Procedures           |                      |
| Proper Start-Up (Brakes on)          |            |            |              | Proper Use of PTO/Solenoid Switch        |                      |
| Proper Engine/PTO Warm-Up            |            |            |              | Properly Raise Tailgate                  |                      |
| Checked All Gauges                   |            |            |              | Properly Ejects Trash                    |                      |
| Turned on Lights                     |            |            |              | Properly Cleans Lip                      |                      |
| Engaged PTO Properly                 |            |            |              | Lowers and Secures Tailgate              |                      |
| Checked and Adjusted Mirrors         |            |            |              | Moves Away From Face                     |                      |
| Checked Hydraulic Fluid              |            |            |              | Careful Walking in Landfill              |                      |
| Checked All Lights                   |            |            |              | Is Alert to Other Equipment              |                      |
| Cycle Complete System                |            |            |              | Checks Tires and Drive Shaft             |                      |
| Checked All Lines for Leaks          |            |            |              | Cleans All Lights and Glass if Necessary |                      |
| Cleaned All Glass Inside             |            |            |              | Disengages the PTO                       |                      |
| Disengage PTO                        |            |            |              |  |                      |
| Power Divider off                    |            |            |              | <b>POST TRIP</b>                         |                      |
| Checked Back-Up Alarm                |            |            |              | Careful While Driving into Yard          | <b>YES</b> <b>NO</b> |
| Checked Brakes/Steering              |            |            |              | Fuels Truck                              |                      |
| Completed Paperwork                  |            |            |              | Checks Oil, Steering Fluid               |                      |
| Proper Use of Seat Belts             |            |            |              | Checks General Condition (walks around)  |                      |
|                                      |            |            |              | Closes Windows and Gets Truck Washed     |                      |
|                                      |            |            |              | Properly Parks Truck                     |                      |
|                                      |            |            |              | Turns off Lights                         |                      |
| <b>DRIVING</b>                       | <b>YES</b> | <b>NO</b>  |              | Stores Equipment Overnight               |                      |
| Goods Use of Clutch, Transmission    |            |            |              | Cleans Cab                               |                      |
| Selects Gears and Shifts Smoothly.   |            |            |              | Drains Air Tanks                         |                      |
| Observes Traffic Laws                |            |            |              | Shuts off Battery Disconnect             |                      |
| Drives According to Existing Traffic |            |            |              | Completes Paperwork                      |                      |
| Maintains Safe Following Distance    |            |            |              |  |                      |
| Brakes Early and Smoothly            |            |            |              | <b>GENERAL</b>                           |                      |
| Proper Use of Signals                |            |            |              | Consistently Alert and Attentive         | <b>YES</b> <b>NO</b> |
| Proper Use of Mirrors                |            |            |              | Keeps Eyes on the Road at All Times      |                      |
| Proper Lane Position                 |            |            |              | Checks Gauges Regularly                  |                      |
| Anticipates Actions of Others        |            |            |              | Aware of and Follows Company Rules       |                      |
| Adjusts: Highway to Residential      |            |            |              | Personal Appearance                      |                      |
| Proper Backing                       |            |            |              | Meets Physical Demands                   |                      |
| <b>Comments:</b>                     |            |            |              |  |                      |
|                                      |            |            |              |  |                      |
| <b>Evaluator/Trainer:</b>            |            |            | <b>Date:</b> |  |                      |



| REAR-END RESIDENTIAL DRIVER - PART 2   | Initial & Date           |
|--|--------------------------|
| o Controlling Front Tire Blow Outs   |                          |
| o Proper completion of paperwork (VCR's, route sheets, time cards)   |                          |
| o Road Observations on a Route   |                          |
| o Orientation of Local Landfill, Transfer Station, etc.  |                          |
| o Put employee on truck with crew an extra person collecting and dumping cans  |                          |
| o Have the new employee cover all aspects of the operation including disposal  |                          |
| o Evaluate through feedback from other driver, helpers and observations daily  |                          |
| o Review all paperwork to ensure the new employee is filling it out correctly  |                          |
| o Complete a Driver Training Checklist, for Rear-end drivers by 10th day   |                          |
| o Assign the employee to a specific route with regular helper  |                          |
| o Complete at least one Observation Report per week, for first three weeks   |                          |
| <p>Meet with the employee each day; document and discuss any issues or concerns.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>  |                          |
| o Perform a 30 day evaluation with the new employee - ready to solo  |                          |
| <p><b>REAR-END RESIDENTIAL DRIVER - PART 3</b></p>   |                          |
| o Assess the employees performance weekly; document and discuss any issues   |                          |
| o Meet with the employee on the 61st day; document any issues or concerns.   |                          |
| o Conduct a final evaluation on the 82nd day using performance appraisal forms.  |                          |
|  |                          |
|  |                          |
|  |                          |
|  |                          |
|  |                          |
|  |                          |
| <p>I have received training in the topics listed above on the dates indicated. I have had the opportunity to ask questions and received answers on the contents of this training presented by the Company. I understand the training and I have received and agree to abide by the rules and procedures presented.</p> |                          |
| <p>_____</p> <p>Employees Name (Print)</p>   |                          |
| <p>_____</p> <p>Signature</p>  | <p>_____</p> <p>Date</p> |

**WASTE INDUSTRIES  
REAR-END LOADER TRUCK FAMILIARIZATION**

Establish minimum orientation and training requirements for a new employee.

| RESIDENTIAL DRIVER  | Initial & Date |
|---|----------------|
| o Proper loading of truck and packing procedures                    |                |
| o Proper dumping of truck   |                |
| o Seat belt usage   |                |
| o Use of grab handles and riding steps                              |                |
| o Location of control handles and specific use of each              |                |
| o Proper mount and dismount off truck                               |                |
| o Hydraulic tank, pump and shut off locations                       |                |
| o Spill kit location  |                |
| o Location of emergency equipment                                   |                |
| o Blind spot locations  |                |
| o Proper pre-trip procedures  |                |
| o Location of pinch points  |                |
| o Hazards with hydraulics- locations and potential problem areas    |                |
| o PTO operations  |                |
| o Responsibility of cleanliness of truck-interior, body, etc.       |                |
| o Make sure that they look both ways before stepping out in traffic |                |
| o Proper dumping and handling of containers                         |                |
| o Emergency radio procedures and operation                          |                |
| o Instruction, use, and inspection of the cable and hook            |                |
| o Location and operation of inside cab controls                     |                |
| o Location of all required documents which are kept in the truck    |                |
| o Start up and shut down procedures                                 |                |
| o Turn buckles use - explanation and inspection                     |                |
| o Riding step safely  |                |
| o Brake check   |                |

I have received training in the topics listed above on the dates indicated. I have had the opportunity to ask questions and received answers on the contents of this training presented by the Company. I understand the training and I have received and agree to abide by the rules and procedures presented.

\_\_\_\_\_  
Employees Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

| ROLL-OFF COMMERCIAL OPERATIONS        |            |            |  |                               |           |
|---------------------------------------|------------|------------|--|-------------------------------|-----------|
| Driver Training Checklist             |            |            |  |                               |           |
| Driver:                               |            |            | Date:                                    |                               |           |
| <b>PRE-TRIP INSPECTION</b>            |            | <b>YES</b> | <b>NO</b>                                | <b>OPERATIONAL PROCEDURES</b> |           |
|                                       |            |            |  | <b>YES</b>                    | <b>NO</b> |
| Checked Fire Extinguisher             |            |            | Observes Loading Procedures              |                               |           |
| Checked for Fluid Leaks               |            |            | Proper Use of PTO                        |                               |           |
| Checked Oil Level                     |            |            | Proper Parking                           |                               |           |
| Checked Water Level                   |            |            | Uses Emergency Flashers                  |                               |           |
| Checked Windshield Solvent            |            |            |  |                               |           |
| Checked Air Tank Valves               |            |            | <b>LANDFILL PROCEDURES</b>               |                               |           |
| Checked All Tires                     |            |            | <b>YES</b>                               | <b>NO</b>                     |           |
| Checked Tarps and Straps              |            |            | Adjusts to Landfill Driving Conditions   |                               |           |
| Checked Rear Trunion Pins             |            |            | Obeys Landfill Rules                     |                               |           |
| Checked Outside Levers                |            |            | Understands Use of Power Divider         |                               |           |
| Turned on Battery Disconnect          |            |            | Approaches Landfill Properly             |                               |           |
| Checked Fuel Level                    |            |            | Uses Proper Backing Procedures           |                               |           |
| Checked Inside Levers                 |            |            | Proper Use of PTO                        |                               |           |
| Proper Start-Up (Brakes on)           |            |            | Properly Open Door(s)                    |                               |           |
| Proper Engine/PTO Warm-Up             |            |            | Properly Unloads Trash                   |                               |           |
| Checked All Gauges                    |            |            | Properly Cleans Door                     |                               |           |
| Turned on Lights                      |            |            | Lowers and Secures Doors                 |                               |           |
| Engaged PTO Properly                  |            |            | Moves Away From Face                     |                               |           |
| Checked and Adjusted Mirrors          |            |            | Lowers Tailgate Box                      |                               |           |
| Checked All Rollers                   |            |            | Careful Walking in Landfill              |                               |           |
| Checked Hydraulic Fluid               |            |            | Is Alert to Other Equipment              |                               |           |
| Checked All Lights                    |            |            | Checks Tires and Drive Shaft             |                               |           |
| Cycle Complete System                 |            |            | Cleans All Lights and Glass if Necessary |                               |           |
| Checked All Lines for Leaks           |            |            | Disengages the PTO                       |                               |           |
| Cleaned All Glass Inside              |            |            |  |                               |           |
| Disengage PTO                         |            |            | <b>POST TRIP</b>                         |                               |           |
| Power Divider off                     |            |            | <b>YES</b>                               | <b>NO</b>                     |           |
| Checked Back-Up Alarm                 |            |            | Careful While Driving into Yard          |                               |           |
| Checked Brakes/Steering               |            |            | Fuels Truck                              |                               |           |
| Completed Paperwork                   |            |            | Checks Oil, Steering Fluid               |                               |           |
| Proper Use of Seat Belts              |            |            | Checks General Condition (walks around)  |                               |           |
|                                       |            |            | Closes Windows and Gets Truck Washed     |                               |           |
|                                       |            |            | Properly Parks Truck                     |                               |           |
|                                       |            |            | Turns off Lights                         |                               |           |
|                                       |            |            | Stores Equipment Overnight               |                               |           |
| <b>DRIVING</b>                        | <b>YES</b> | <b>NO</b>  | Cleans Cab                               |                               |           |
| Goods Use of Clutch, Transmission     |            |            | Drains Air Tanks                         |                               |           |
| Selects Gears and Shifts Smoothly.    |            |            | Shuts off Battery Disconnect             |                               |           |
| Observes Traffic Laws                 |            |            | Completes Paperwork                      |                               |           |
| Drives According to Existing Traffic  |            |            |  |                               |           |
| Maintains Safe Following Distance     |            |            |  |                               |           |
| Brakes Early and Smoothly             |            |            | <b>GENERAL</b>                           |                               |           |
| Proper Use of Signals                 |            |            | <b>YES</b>                               | <b>NO</b>                     |           |
| Proper Use of Mirrors                 |            |            | Consistently Alert and Attentive         |                               |           |
| Proper Lane Position                  |            |            | Keeps Eyes on the Road at All Times      |                               |           |
| Anticipates Actions of Others         |            |            | Checks Gauges Regularly                  |                               |           |
| Adjusts: Highway to Slower Conditions |            |            | Aware of and Follows Company Rules       |                               |           |
| Proper Backing                        |            |            | Personal Appearance                      |                               |           |
|                                       |            |            | Meets Physical Demands                   |                               |           |
| <b>Comments:</b>                      |            |            |  |                               |           |
|                                       |            |            |  |                               |           |
| <b>Evaluator/Trainer:</b>             |            |            | <b>Date:</b>                             |                               |           |

**WASTE INDUSTRIES  
NEW EMPLOYEE ORIENTATION AND TRAINING PROCEDURE**

Establish minimum orientation and training requirements for a new employee.

**ROLL-OFF DRIVER - PART 1**

| Complete all required paperwork (I-9, DQF, etc.)                  | <i>Initial &amp; Date</i> |
|---|---------------------------|
| o Discussed job responsibilities                                  |                           |
| o Discussion of Customer Service Requirements                     |                           |
| o Review the following safety policies and procedures:            |                           |
| - Benefits  |                           |
| - Family Leave Act  |                           |
| - Uniforms and Dress Code   |                           |
| - Sexual Harassment   |                           |
| - Work Rules  |                           |
| - Accident/injury Reporting                                       |                           |
| - Branch Specific Safety/ Employee Rules                          |                           |
| - Safety Committee/Accident Review Board Procedures               |                           |
| - Safety Meeting Attendance                                       |                           |
| - Safety Incentives and Award Programs                            |                           |
| - Discipline Policy   |                           |
| - Drug/Alcohol Policy   |                           |
| - Miscellaneous   |                           |
| o Tour of the Facility  |                           |
| o Substance Abuse Training  |                           |
| o Hazard Communication - Right to Know Training                   |                           |
| o Emergency Response/Fire Extinguisher Training                   |                           |
| o Personal Protective Equipment - training and issuance           |                           |
| o Blood borne Pathogens   |                           |
| o Hearing Conservation (if applicable)                            |                           |
| o Fire Extinguisher Training and Hot Load Procedures              |                           |
| o Lockout/Tag out Training  |                           |
| o Confined Space Program (policy)                                 |                           |
| o View applicable "Be Proud, Be Safe" Videos (3)                  |                           |
| o Back Safety - video and/or discussion                           |                           |
| o Truck/Equipment Familiarization - O.J.T. see attached checklist |                           |
| o Avoiding Rear-end Collisions- video/discussion                  |                           |
| o Proper Backing Procedures - discussion: Hands on training       |                           |
|   |                           |
|   |                           |
|   |                           |

| ROLL-OFF DRIVER - PART 2   | Initial & Date                         |
|--|--|
| o Controlling Front Tire Blow Outs   |  |
| o Proper completion of paperwork (VCR's, route sheets, time cards)   |  |
| o Road Observations on a Route   |  |
| o Orientation of Local Landfill, Transfer Station, etc.  |  |
| o Practice loading and unloading various types of containers in the yard.  |  |
| o Have the new employee cover all aspects of the operation including disposal  |  |
| o Have the new employee, under supervision, pull containers on a route.  |  |
| o Review all paperwork to ensure the new employee is filling it out correctly  |  |
| o Complete a Driver Training Checklist, for Roll-Off drivers   |  |
| <p>Meet with the employee each day; document and discuss any issues or concerns.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>  |  |
| o Perform the final evaluation with the new employee   |  |
|  |  |
| ROLL-OFF DRIVER - PART 3   | Initial & Date                         |
| o Assign the employee to a specific route  |  |
| o Complete at least one Observation Report per week, for first three weeks   |  |
| o Assess the employees performance weekly; document and discuss any issues   |  |
| o Ride with the employee after 30 days, complete a Driver Training   |  |
| Checklist for Roll-Off drivers and evaluate the employees overall performance.   |  |
| o Meet with the employee on the 61st day; document any issues or concerns.   |  |
| o Conduct a final evaluation on the 82nd day using performance appraisal forms.  |  |
| <p>I have received training in the topics listed above on the dates indicated. I have had the opportunity to ask questions and received answers on the contents of this training presented by the Company. I understand the training and I have received and agree to abide by the rules and procedures presented.</p> |  |
| <p>_____<br/>                 Employees Name (Print)</p>   |  |
| <p>_____<br/>                 Signature</p>  | <p>_____<br/>                 Date</p> |

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230

**WASTE INDUSTRIES  
ROLL-OFF TRUCK FAMILIARIZATION**

Establish minimum orientation and training requirements for a new employee.

| <b>ROLL-OFF DRIVER</b>  | <i>Initial &amp; Date</i> |
|---|---------------------------|
| o Stress high voltage lines when loading/unloading                                |                           |
| o Battery switch operation  |                           |
| o Seat belt usage   |                           |
| o Use of grab handles   |                           |
| o Location of control handles and specific use of each                            |                           |
| o Proper mount and dismount off truck   |                           |
| o Hydraulic tank, pump and shut off locations                                     |                           |
| o Spill kit location  |                           |
| o Location of emergency equipment   |                           |
| o Blind spot locations  |                           |
| o Proper pre-trip procedures  |                           |
| o Location of pinch points  |                           |
| o Hazards with hydraulics- locations and potential problem areas                  |                           |
| o PTO operations  |                           |
| o Responsibility of cleanliness of truck-interior, body, etc.                     |                           |
| o Proper loading and unloading of containers (securement)                         |                           |
| o Emergency radio procedures and operation  |                           |
| o Instruction, use, and inspection of the cable and hook                          |                           |
| o Location and operation of inside cab controls                                   |                           |
| o Use and operation of tag axles  |                           |
| o Location of all required documents which are kept in the truck                  |                           |
| o Start up and shut down procedures   |                           |
| o Explanation on the various types of containers                                  |                           |
| o Proper tarping for the various types of containers or Automatic Tarp operations |                           |
| o Brake check   |                           |

I have received training in the topics listed above on the dates indicated. I have had the opportunity to ask questions and received answers on the contents of this training presented by the Company. I understand the training and I have received and agree to abide by the rules and procedures presented.

\_\_\_\_\_  
Employee's Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

| <b>FRONT-END LOADER OPERATIONS</b>   |            |            |              |  |                      |
|--------------------------------------|------------|------------|--------------|--|----------------------|
| <b>Driver Training Checklist</b>     |            |            |              |  |                      |
| <b>Driver:</b>                       |            |            | <b>Date:</b> |  |                      |
| <b>PRE-TRIP INSPECTION</b>           |            | <b>YES</b> | <b>NO</b>    | <b>OPERATIONAL PROCEDURES</b>            |                      |
|                                      |            |            |              | <b>YES</b>                               | <b>NO</b>            |
| Checked Fire Extinguisher            |            |            |              | Observes Proper Lifting Loading          |                      |
| Checked for Fluid Leaks              |            |            |              | Properly Loads Hopper                    |                      |
| Checked Oil Level                    |            |            |              | Not Damaging Cans                        |                      |
| Checked Water Level                  |            |            |              | Properly Places Can Back                 |                      |
| Checked Windshield Solvent           |            |            |              | Properly Cycles the Packer               |                      |
| Checked Air Tank Valves              |            |            |              | Alert To Pedestrians                     |                      |
| Checked All Tires                    |            |            |              |  |                      |
| Checked Rear Trunion Pins            |            |            |              |  |                      |
| Checked Outside Levers               |            |            |              | <b>LANDFILL PROCEDURES</b>               | <b>YES</b> <b>NO</b> |
| Turned on Battery Disconnect         |            |            |              | Adjusts to Landfill Driving Conditions   |                      |
| Checked Fuel Level                   |            |            |              | Obeys Landfill Rules                     |                      |
| Checked Inside Levers                |            |            |              | Understands Use of Power Divider         |                      |
| Proper Start-Up (Brakes on)          |            |            |              | Uses Proper Backing Procedures           |                      |
| Proper Engine/PTO Warm-Up            |            |            |              | Proper Use of PTO/Solenoid Switch        |                      |
| Checked All Gauges                   |            |            |              | Properly Raise Tailgate                  |                      |
| Turned on Lights                     |            |            |              | Properly Ejects Trash                    |                      |
| Engaged PTO Properly                 |            |            |              | Properly Cleans Lip                      |                      |
| Checked and Adjusted Mirrors         |            |            |              | Lowers and Secures Tailgate              |                      |
| Checked Hydraulic Fluid              |            |            |              | Moves Away From Face                     |                      |
| Checked All Lights                   |            |            |              | Careful Walking in Landfill              |                      |
| Cycle Complete System                |            |            |              | Is Alert to Other Equipment              |                      |
| Checked All Lines for Leaks          |            |            |              | Checks Tires and Drive Shaft             |                      |
| Cleaned All Glass Inside             |            |            |              | Cleans All Lights and Glass if Necessary |                      |
| Disengage PTO                        |            |            |              | Disengages the PTO                       |                      |
| Power Divider off                    |            |            |              |  |                      |
| Checked Back-Up Alarm                |            |            |              | <b>POST TRIP</b>                         | <b>YES</b> <b>NO</b> |
| Checked Brakes/Steering              |            |            |              | Careful While Driving into Yard          |                      |
| Completed Paperwork                  |            |            |              | Fuels Truck                              |                      |
| Proper Use of Seat Belts             |            |            |              | Checks Oil, Steering Fluid               |                      |
|                                      |            |            |              | Checks General Condition (walks around)  |                      |
|                                      |            |            |              | Closes Windows and Gets Truck Washed     |                      |
|                                      |            |            |              | Properly Parks Truck                     |                      |
|                                      |            |            |              | Turns off Lights                         |                      |
|                                      |            |            |              | Stores Equipment Overnight               |                      |
| <b>DRIVING</b>                       | <b>YES</b> | <b>NO</b>  |              | Cleans Cab                               |                      |
| Goods Use of Clutch, Transmission    |            |            |              | Drains Air Tanks                         |                      |
| Selects Gears and Shifts Smoothly.   |            |            |              | Shuts off Battery Disconnect             |                      |
| Observes Traffic Laws                |            |            |              | Completes Paperwork                      |                      |
| Drives According to Existing Traffic |            |            |              |  |                      |
| Maintains Safe Following Distance    |            |            |              | <b>GENERAL</b>                           | <b>YES</b> <b>NO</b> |
| Brakes Early and Smoothly            |            |            |              | Consistently Alert and Attentive         |                      |
| Proper Use of Signals                |            |            |              | Keeps Eyes on the Road at All Times      |                      |
| Proper Use of Mirrors                |            |            |              | Checks Gauges Regularly                  |                      |
| Proper Lane Position                 |            |            |              | Aware of and Follows Company Rules       |                      |
| Anticipates Actions of Others        |            |            |              | Personal Appearance                      |                      |
| Adjusts: Highway to City Driving     |            |            |              | Meets Physical Demands                   |                      |
| Proper Backing                       |            |            |              |  |                      |
| <b>Comments:</b>                     |            |            |              |  |                      |
|                                      |            |            |              |  |                      |
| <b>Evaluator/Trainer:</b>            |            |            | <b>Date:</b> |  |                      |

**WASTE INDUSTRIES  
NEW EMPLOYEE ORIENTATION AND TRAINING PROCEDURE**

Establish minimum orientation and training requirements for a new employee.

**FRONT-END LOADER DRIVER - PART 1**

Complete all required paperwork (I-9, DQF, etc.)

*Initial & Date*

- o Discussed job responsibilities
- o Discussion of Customer Service Requirements
- o Review the following safety policies and procedures:
  - Benefits
  - Family Leave Act
  - Uniforms and Dress Code
  - Sexual Harassment
  - Work Rules
  - Accident/injury Reporting
  - Branch Specific Safety/ Employee Rules
  - Safety Committee/Accident Review Board Procedures
  - Safety Meeting Attendance
  - Safety Incentives and Award Programs
  - Discipline Policy
  - Drug/Alcohol Policy
  - Miscellaneous
- o Tour of the Facility
- o Hazard Communication - Right to Know Training
- o Emergency Response/Fire Extinguisher Training
- o Personal Protective Equipment - training and issuance
- o Blood borne Pathogens
- o Hearing Conservation (if applicable)
- o Fire Extinguisher Training and Hot Load Procedures
- o Lockout/Tag out Training
- o Confined Space Program (policy)
- o View applicable "Be Proud, Be Safe" Videos (3)
- o Back Safety - video and/or discussion
- o Truck/Equipment Familiarization - O.J.T. see attached checklist
- o Avoiding Rear-end Collisions- video/discussion
- o Proper Backing Procedures - discussion: Hands on training
- o Safety - Front-End Loader : video/discussion

Comments:

| <b>FRONT-END LOADER DRIVER - PART 2</b>  | <i>Initial &amp; Date</i> |
|--|---------------------------|
| <input type="checkbox"/> Controlling Front Tire Blow Outs  |                           |
| <input type="checkbox"/> Proper completion of paperwork (VCR's, route sheets, time cards)  |                           |
| <input type="checkbox"/> Complete Observations on a Route  |                           |
| <input type="checkbox"/> Orientation of Local Landfill, Transfer Station, etc.   |                           |
| <input type="checkbox"/> Have the new employee cover all aspects of the operation including disposal   |                           |
| <input type="checkbox"/> Complete a Driver Training Checklist, for Front-End drivers by 10th day   |                           |
| <input type="checkbox"/> Dump containers in the yard and on a route with a trainer.  |                           |
| <input type="checkbox"/> Accompany container delivery to review container placement, problem stops, etc.   |                           |
| <p>Meet with the employee each day; document and discuss any issues or concerns.</p> <hr/> <hr/> <hr/> <hr/> <hr/>   |                           |
| <input type="checkbox"/> Assign the employee to a specific route   |                           |
| <input type="checkbox"/> Complete at least one Observation Report per week, for first three weeks  |                           |
| <input type="checkbox"/> Perform a 30 day evaluation with the new employee - ready to solo   |                           |
| <p><b>FRONT-END LOADER DRIVER - PART 3</b></p>   |                           |
| <input type="checkbox"/> Assess the employees performance weekly; document and discuss any issues  |                           |
| <input type="checkbox"/> Meet with the employee on the 61st day; document any issues or concerns.  |                           |
| <input type="checkbox"/> Conduct a final evaluation on the 82nd day using performance appraisal forms.   |                           |
| <p>I have received training in the topics listed above on the dates indicated. I have had the opportunity to ask questions and received answers on the contents of this training presented by the Company. I understand the training and I have received and agree to abide by the rules and procedures presented.</p> |                           |
| <p>_____<br/>Employee Name (Print)</p>   |                           |
| <p>_____<br/>Signature</p>   | <p>_____<br/>Date</p>     |

**WASTE INDUSTRIES  
FRONT-END LOADER TRUCK FAMILIARIZATION**

Establish minimum orientation and training requirements for a new employee.

| <b>FRONT-END LOADER</b>  | <i>Initial &amp; Date</i> |
|--|---------------------------|
| o Fork and arm positioning while traveling on roadways           |                           |
| o Top door explanation and use; Keeping top of the truck clean   |                           |
| o Stress high voltage lines when loading / unloading             |                           |
| o Proper loading of truck and packing procedures                 |                           |
| o Proper dumping of truck  |                           |
| o Seat belt usage  |                           |
| o Lockout/tag out operation                                      |                           |
| o Fire extinguisher  |                           |
| o Use of grab handles  |                           |
| o Location of control handles and specific use of each           |                           |
| o Proper mount and dismount off truck (3 points of contact)      |                           |
| o Hydraulic tank, pump and shut off locations                    |                           |
| o Spill kit location   |                           |
| o Location of emergency equipment                                |                           |
| o Blind spot locations   |                           |
| o Proper pre-trip procedures                                     |                           |
| o Location of pinch points                                       |                           |
| o Hazards with hydraulics- locations and potential problem areas |                           |
| o PTO operations   |                           |
| o Responsibility of cleanliness of truck-interior, body, etc.    |                           |
| o Proper use of cameras  |                           |
| o Proper dumping and handling of containers                      |                           |
| o Emergency radio procedures and operation                       |                           |
| o Blade / Tailgate operations and hazards                        |                           |
| o Location and operation of inside cab controls                  |                           |
| o Use and operation of tag axles                                 |                           |
| o Location of all required documents which are kept in the truck |                           |
| o Start up and shut down procedures                              |                           |
| o Turn buckles use - explanation and inspection                  |                           |
| o Explanation on various types of containers                     |                           |
| o Brake check  |                           |

I have received training in the topics listed above on the dates indicated. I have had the opportunity to ask questions and received answers on the contents of this training. I understand the training and I have received and agree to abide by the rules and procedures presented.

\_\_\_\_\_  
Employee's Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Section 2.30 SAFETY MEETINGS



### PURPOSE

To provide a consistent forum for the discussion of ideas and continuing safety training, while increasing the safety awareness of all employee groups.

### REQUIREMENT

At least one safety meeting is required, per month for all branches. Excessive losses (accidents and injuries) will dictate more frequent meetings. It will be each branch's decision as to the organizational makeup of the meeting group i.e., whether separated by residential, commercial or maintenance, or the entire branch as one group.

*Note: A small group allows instructors to give more individual attention to the employees, thus increasing the success of the meeting.*

### ATTENDANCE

Attendance is mandatory. All employees who attend are expected to sign the Safety Meeting Minutes Attendance Form. The following must also be ensured:

- The employees will sign their name next to their typed or printed name.
- Employees not in attendance, regardless of the reason, will be instructed on all missed material immediately upon their return to work.
- Makeup sessions will be documented on the sign off sheet by employee signature and the applicable date in which the training occurred.
- Lack of attendance will be viewed as a non-serious violation and discipline will be administered.
- Meetings should be approximately one (1) hour in length and employees will be paid for time spent. Safety meeting time shall be included on the employee's total hours worked for that week.

### TOPICS

- Safety meeting topics should be limited to safety with other issues scheduled separately.
- Safety meeting topics should include subjects relative to branch activities and their loss history.
  - The Home Office will provide periodic recommended outlines, covering annual training, regulatory updates and statistical information. Ultimately, the branch is responsible for conducting a monthly meeting even when no Home Office material has been provided.
- New Employee Training Topics
  - The annual safety training manual shall be the basis of the initial orientation. The series "Coaching the Refuse Truck Driver" will also be used as soon after employment as feasible.

## SAFETY MEETING MINUTES

The Safety Meeting Form is to be completed and kept on file at the branch for periodic review by Risk Management. Logically the minutes are a combination of the agenda and employee feedback. The employee signatures are essential documentation which verifies attendance. Originals should be scanned and kept in the Branch Compliance Folder located on the WISER site. Copies of this form can be found in Section 6.

**NOTE:** The Senior Manager must review and sign the minutes of each meeting. If a completed form is not in the file, it will be assumed no meeting occurred. Health, Safety & Risk Management will monitor compliance with this policy, and non-compliance will be reflected in the manager's overall job performance.

## SCHEDULING SAFETY MEETINGS

Whenever possible the next scheduled meeting should be communicated to the HSR Management. This will enable Home Office staff to occasionally attend. Meeting dates should be at the most convenient opportunity for the branch. Employee notification should be well in advance of the scheduled date. A predetermined 12 month schedule is recommended (i.e. 1st Thursday each month).

## HOW TO CONDUCT SAFETY MEETINGS

The following steps should be considered by those making a safety presentation:

- Prepare  
Think safety. Organize and outline your talks. Practice
- Pinpoint  
Don't try to cover too much ground. Concentrate on one or two main ideas.
- Personalize  
Establish a common ground. Bring it close to home. Make it meaningful to them.
- Picture  
Create clear mental pictures. Use visual aids when practical.
- Prescribe  
In closing, tell them what to do. Ask for special action. Give a prescription. Conduct a discussion to develop group interest and consensus.

## ACCIDENT, INJURY AND NEAR-MISS REVIEW

It is very important that we learn from our past mistakes, therefore it is required that past accidents and injuries are reviewed and discussed at each safety meeting. Detailed discussion shall include preventive measures or recommendations to prevent reoccurrence.

Equally important is the discussion of near-miss incidents. These are incidents that could have resulted in an injury or accident but didn't. These types of incidents need to be identified and corrected before an accident or injury occurs. Form shall be completed and attached to each safety meeting minutes.

## Section 3.30 CONTROLLED SUBSTANCE AND ALCOHOL TESTING



### PURPOSE

The use of illegal drugs, the unauthorized use of controlled substances and the misuse of alcohol, represent a problem in society which can easily spill over into the workplace. Waste Industries feels strongly that the misuse of controlled substances and alcohol in the work environment create a health and safety risk to employees and all those we come in contact with while performing our jobs. We prescribe to and work toward the concept of a drug-free work place. A major tool in this effort is the controlled substance and alcohol-testing program.

### APPLICATION

It is the intent of the company to conduct both urinalysis drug testing and breath alcohol testing, of all applicants, to screen out those shown to be positive for illegal drugs, misusing controlled substances and/or abusers of alcohol. This requirement is applied similarly to all employees of firms acquired through purchase or merger. The company will administer drug and alcohol testing under prescribed post-accident conditions; when there is reasonable suspicion or cause; and, randomly as a condition of continued employment. Also, conditional return-to-duty and follow-up testing will be conducted for employees returning from extended periods of inactivity. Specifically, any employees returning to active status, after being unavailable during a quarterly random selection period, will be subject to testing.

### PROCEDURES

The company's drug and alcohol testing program and its sample collection and analysis, follow guidelines established by the U.S. Department of Transportation ("D.O. T.") in its "Procedures for Transportation Work-Place Drug and Alcohol Testing Program." \*DOT requires testing for opiates, cocaine, marijuana, amphetamines, phencyclidine, and alcohol. The company also tests in a similar manner, except as noted through out the procedure, in non-DOT situations.

***\*The summary requirements within this policy must not be construed as superseding federal standards, but serve as an adaptive summary. Any exclusions or contradictions, which may arise during the enforcement of this policy will be solely governed and resolved by the DOT federal statute (applicable to safety sensitive job functions).***

- Selected sites have been chosen for the collection of urine samples and evidential breath testing in the vicinity of each branch. Each collection site meets DOT guidelines, which guard against any possible specimen tampering and affords visual and aural privacy to the individual being tested.
- All company drug-testing analysis will be performed by a certified (HHS) laboratory. Gas Chromatography/Mass Spectrometry will confirm all positive drug test results. A Breath Alcohol Technician will perform alcohol breath testing with a DOT approved evidential breath-testing device.
- The company retains a Medical Review Officer (MRO) whose primary role is to provide the employee an opportunity to discuss the test results and to review confirmed positive drug tests with Health, Safety and Risk.
- All test results are confidential and are accessible only to Health, Safety and Risk and the Branch Manager on a "need to know" basis. Employees and/or their representatives, can request in writing, results of all positive test, through the MRO.
- Written consent from applicants shall be obtained prior to testing and employee will complete acknowledgement/consent forms during the new hire process. Refusal to grant consent, provide an adequate sample, or to cooperate with the testing process will be considered grounds for discipline up to and including immediate dismissal.

## RESPONSIBILITY

- Administration of this policy is the responsibility of Health, Safety and Risk, with the assistance of the Nationwide Testing Association, who will identify qualified laboratory facilities and equipment to perform tests, establish and monitor procedures for obtaining and shipping samples, and administer the overall testing procedure.
- Branch Managers are responsible for coordinating the testing process at their respective sites.
- Any employee who refuses to take a drug or an alcohol test is prohibited from working for the company; cooperation in such tests is a condition of both initial and continued employment.

## PROCEDURE FOR CONTROLLED SUBSTANCE AND ALCOHOL TESTING

The following procedure highlights the collection process as defined by Part 40, Subpart B of the DOTS' regulations and must be followed in all phases of testing to include: Pre-employment, post-accident, reasonable suspicion, return-to-duty, follow-up and random testing of employees.

### Urinalysis Sample for Drug Testing

The following steps illustrate the expected procedure for satisfying approved drug sampling.

- Remove unnecessary outer garments that might conceal substances that adulterate the specimen.
- Wash and dry hands prior to urination.
- Specimen Collection Procedures:
  - Employers subject to DOT rules will use the "split sample" method of collection. The donor will provide at least 60 ML of urine; 30 ML will be placed into one bottle as the primary specimen and retain at least 15 ML as the split specimen (only for DOT pool). The minimum amount of urine needed is approximately two ounces.
  - If an individual is unable to provide an adequate quantity of urine, they will be instructed to drink fluids, not more than 40 ounces over a period of up to three (3) hours, and attempt to provide a complete sample using a fresh collection container. The original will be discarded. If the employee is still unable to provide an adequate specimen, you must, after consulting with the MRO, direct the employee to obtain, within five days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen.
  - The temperature of the sample must be recorded on the container and the sample must be logged with identifying information and the log signed by the applicant or employee. Temperatures must read between 90 and 100 degrees. Samples less than temperature are not eligible for retest.
  - The collector initiates the chain of custody form, which is signed and dated by all persons handling the sample and which indicates the purpose of their handling it.
  - The urine sample is kept in a secure location by the collector until it is signed over to the testing laboratory, which will maintain the chain of custody for each sample received.
  - The results of all laboratory tests are forwarded to the MRO and to Health, Safety and Risk following the customary review. The MRO will, in accordance with applicable procedures, contact the affected employee first and then upon review and confirmation, inform Health, Safety and Risk.

- If Health, Safety and Risk are contacted to locate an employee due to their non-responsiveness to the MRO, the branch will be notified and the affected employee will be contacted and required to report immediately after their current shift or prior to their next. The employee will not be allowed return-to-duty until the MRO has been contacted and their test has been verified.
- The MRO is empowered to order a re-analysis of a test sample or a retest in cases where there is a reasonable doubt concerning the test result's validity and to determine if any abuse exists.
- When test results indicate a confirmed positive for one of the following drugs; cocaine, opiates, marijuana or hashish, etc., company policy requires the employee be immediately terminated. The employee should sign the Post Tests Notice (Form PTN-1), and be informed of or provided information regarding SAP's in the area. (Utilize the phone book or requesting information from the MRO). The employee must make contact and secure services themselves.
- Upon request from any non-DOT employee, a re-test of a remaining positive sample can be completed at the current lab or sent to an alternative site, at the cost of the employee.

### Breathe Analysis Sample for Alcohol Testing

Testing will be done in an area affording visual and aural privacy.

The Breath Alcohol Technician (B.A.T.) must be trained and certified in using the alcohol evidential breathe testing device (E.B.T.) and will explain the testing process to the employee.

Screening test procedures will include:

- The B.A.T. must supervise only one test at a time.
- An individually sealed mouthpiece will be opened in the presence of the employee.
- The BAT will show the employee the results displayed on the E.B.T.
- According to Department of Transportation regulations, E.B.T. screening samples with results greater than .02 require a confirmation test be performed. If the confirmation test shows a level of .02, but below .04, **DOT standards** require the employee to be released from work that day, without pay, and they may not return for a minimum of twenty-four hours or the next assigned work shift, whichever is greater. The employee will be afforded and offered transportation home in any confirmed positive testing situation. The employee must be retested in order to return and have a BAC level below .02.

***Waste Industries policy regarding detectible levels of alcohol varies in two ways from the federal standard: (1) If the employee has been released from duty due to a confirmed positive test of .02 or below, any properly administered return-to-duty test or subsequent random test, resulting in a confirmed positive test, at any detectable level, will result in the immediate termination of employment. (2) Any confirmed positive test greater than .02 will be grounds for the termination of employment, on the first offense. (Federal standards are at .04)***

- The B.A.T. signs and dates the printed test results form. The test results' form is sent to Health, Safety and Risk where the test form is placed in a secured file. A copy is given to the employee upon completion of testing.
- Failure on the part of an employee to voluntarily supply a proper breath sample (shy breath) will require the B.A.T. to immediately suspend testing and notify the employees' supervisor. If the employee alleges physical incapacity to comply with breath testing, a physician will verify their incapacity or determine the level of sobriety within two (2) hours.

### Alcohol Confirmation Testing Procedure

- Instruct the employee not to eat, drink or place any substance in their mouth and to the extent possible, not to belch or vomit.
- The confirmation test will be conducted in the same standard as the screening test in not less than fifteen minutes, but within twenty minutes of the screening test. A new mouthpiece will be used.
- Confirmation test results will be the final results used in determining any disciplinary actions or compliance issues.

### Prohibitions and Miscellaneous Information

- It is the policy of the company that no employees are allowed to perform any safety sensitive functions within four (4) hours after consuming any alcohol.
- No employee will be on duty or operate a commercial motor vehicle while in possession or under the influence of alcohol of any type.
- No driver involved in an accident will use alcohol within eight (8) hours following that accident, or until he or she undergoes a post accident alcohol test, whichever occurs first.
- Should an employee personally self-identify to their supervisor, of drug use and/or alcohol abuse well in advance of any random or post accident selection, the employee will be permitted unpaid time in order to seek the necessary professional help needed. **An employee will only be afforded this opportunity once.** Upon completion of all required treatment and after being deemed medically fit for duty, the employee will be considered for the next available qualifying position.
- Employee self-referrals are available through the EAP Program and provide contact with professional resources that can advise about available alternatives for treatment, counseling or other forms of assistance, all designed to ensure confidentiality. The employee should apply for leave if their confidential condition creates a disqualification under DOT. Failure to do so could result in disciplinary actions up to termination.
- Supervisory referrals to EAP are advised after the observation of continuing or repeated job performance problems. This requires documentation of such problems as absenteeism, a high accident rate, difficulty in concentration, confusion, lowered job efficiency, etc.

***Remember: All employees exhibit some of these job performance problems occasionally.***

***A pattern over a period of time is an indication of a possible problem.***

When faced with this type of employee problem always:

- Identify the problem(s) and thoroughly document their occurrences;
- Consult EAP and develop a plan of action;
- Confront the employee and make a referral to EAP;
- Make the appropriate assessments and recommendations for solution;
- Follow-up.

### **PROCEDURE FOR SUSPECTED DRUG AND ALCOHOL ABUSE**

Upon observing an employee on the job who appears to be under the influence of drugs or alcohol\*, the supervisor will attempt to obtain another manager to verify the suspicious behavior. They will proceed to meet with the employee to inquire into the reasons for the employee's behavior.

***The supervisor(s) will thoroughly record his/her observations of the employee's behavior and condition on a "Behavior Observation" form.***

- The supervisor will request that the employee agree to an immediate medical examination including a drug and/or alcohol screening. If the employee agrees, the supervisor will make arrangements with a medical facility and/or for an immediate breath analysis.
- Any employee suspected or accused of an illegal or prohibited use of a controlled substance must willingly assist in the investigation of the claim and participate to the extent that the continued safety and sound reputation of both the employee and the company are ensured.
- The employee will be requested to sign all applicable consent forms prior to this procedure. If the employee refuses to sign the form, the employee will be advised that such refusal will result in immediate dismissal under company policy.
- Alcohol screening for reasonable suspicion may only be completed during, before or immediately after performing a safety sensitive function.
- If the drug and/or alcohol screening confirms the presence of drugs or alcohol, the employee will be subject to disciplinary action as set forth in this policy.

## TRAINING

- All supervisory personnel should be provided and attend training regarding the company's drug and alcohol testing policy. Such training will consist of sixty (60) minutes on alcohol misuse and sixty (60) minutes training on controlled substance use, to include:
  - The identification of controlled substances and paraphernalia;
    - Symptoms of alcohol and substance abuse;
    - Symptoms associated with the worker being unfit for duty, with guidelines for decisions, documentation, legalities and liabilities.
    - Removing an unfit employee or suspected offender from his/her job in a non disruptive manner; and
    - Monitoring behavior, documentation and evaluation.

SUSPECTED SUBSTANCE ABUSER INTERVIEW

Date:

- 1) Are you sick? If yes, what are your symptoms?
- 2) Have you recently seen a doctor? If yes, what are you being treated for?
- 3) Are you taking any medication? What kind of medicine are you taking?  
 Did the doctor give you a prescription for this medicine?  
 If no, did you buy this medicine over the counter?  
 When was the last time you took this medicine?  
 Do you have your prescription with you?  
 Do you have any other medicine with you?

Note: Make sure you document detailed information regarding any medication.

- 4) Do you have any medical problems?  
 Diabetes? Requiring Insulin? Low Blood Sugar?  
 Epilepsy?
- 5) Do you have a cold? If yes, are you taking cold pills?  
 Cough Medication? Antihistamines?
- 6) Are you using any drugs? What kind? When?  
 Where?  
 How much did you take?  
 Was anyone with you?
- 7) Would you submit to: a breath analysis test, a urinalysis test, and/or a physical examination so that we can make sure you are in good health and able to perform your job safely?
- 8) Will you take a simple coordination test?
- 9) Have you consumed any alcohol today?  
 What? How much?  
 When did you have the first drink? When did you have the last drink?  
 Where? With whom?

BEHAVIOR OBSERVATIONS

Employee's Name:

Date of Observation:

Time:

- 1) Under the influence of drugs?
- 2) Under the influence of alcohol?
- 3) If not sure, which one do you suspect (if you suspect both, document)
- 4) Unfit to operate a truck or machinery or to work safely?
- 5) Unfit for work due to other reason (list: i.e., stress, personal upset, tragedy, etc.)
  
- 6) Recommend for a physical exam?
- 7) Recommend for drug testing?
- 8) Recommend for an alcohol test?
- 9) Remarks:

Signed:

Witnessed by:

Date:

# CONFIDENTIAL

## WASTE INDUSTRIES USA

### N.C. CONTROLLED SUBSTANCE EXAMINATION REGULATION ACT POST-TEST NOTICE TO EMPLOYEES/APPLICANTS

The sample you provided on, \_\_\_\_\_ as required by our company policy and the N.C. Controlled Substance Examination Regulation Act ("CSERA"), has tested positive for \_\_\_\_\_.

We were notified of this positive result on \_\_\_\_\_. In accordance with 13 NCAC 20.0402, this Notice explains your rights and responsibilities under the CSERA (Chapter 95, Article 20 of the N.C. General Statutes) and the corresponding administrative rules (Title 13, Chapter 20 of the N.C. Administrative Code).

- o You must be given written notice of any positive result of a controlled substance examination within thirty (30) days of employer notification of the positive result.
- o You must be given a copy of this Notice or other written notice of your rights and responsibilities regarding re-testing.
- o You may request, in writing, a re-test of the above sample at the same or other approved laboratory with ninety (90) days of the date you are notified of the result. You must pay all expenses associated with the re-test.
- o Results of controlled substance examinations, medical histories and use of lawful prescription drugs must be kept confidential by the employer.
- o You can file a complaint with the N.C. Department of Labor – Wage and Hour Bureau at (919) 807-2796 or 1-800-NC-LABOR if you believe procedural requirements of the CSERA were violated. The Department has no jurisdiction regarding an employer’s requirement for controlled substance testing or its decisions regarding results of controlled substance testing.

\_\_\_\_\_  
Employee/Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Title

**Disclaimer:** The foregoing information is presented solely for the convenience of the reader and is not intended to replace any official source. Under no circumstances shall the Department of Labor be liable for any actions taken or omissions made from reliance on any information contained herein.

## Section 4.10 EMERGENCY AND FIRE PREVENTION PLANS



### PURPOSE

Emergency and Fire Prevention Plans minimize personal injury, property damage and business interruption during unplanned events. Our goal is to develop a state of readiness and use specific procedures to reduce the effects of the emergency.

### APPLICATION

To prepare an emergency and fire prevention plan according to Federal guidelines. The objectives are to:

- o Provide for effective response to emergency situations.
- o Minimize the effect of emergencies on personnel and community.
- o Keep property and equipment losses to a minimum.
- o Ensure the release of accurate information both internally and publicly.

This plan establishes minimal compliance for all emergency situations: Fire, gas release, spills, power failures, bomb threats and natural disasters (i.e. storms, hurricanes, tornadoes, etc.). Branch considerations may vary due to their size, local emergency services, first aid/medical availability, fire protection or even geographic location.

### EMERGENCY ACTION PLAN

While ensuring compliance, flexibility is also necessary in determining the branches specific emergency needs. Considerations must be made for the type of emergency, number of employees involved and the protective features.

#### Emergency Services

Emergency Services in waste handling facilities are limited to minor first aid, fuel spills and detaining incipient fires until professional assistance can be rendered.

- o First aid requirements are met by identifying a primary medical service or response within a three-mile or three-minute radius of the branch. If that requirement cannot be met, designate supervisory personnel to maintain first aid/CPR certification;
- o Fuel spills must be immediately contained within the spill area to prevent migration to water conveyances leading off the property. Absorbents, pillows and pads should be readily available in all branches and waste handling vehicles. Employees must be trained in the proper response techniques or a reputable vendor must be on call.
- o Control of incipient fires should be by trained employees within their own work area. Fires with greater potential should result in immediate evacuation.

#### Reporting/Notification

- o Employees shall be informed to notify their immediate supervisor or the most senior employee about any emergency situation or it's potential.
- o Branch managers or their designee will notify fire and/or emergency medical services upon determining the severity of the situation.
- o The Home Office should be notified promptly about accidents or other emergencies. Notification should be within twenty-four hours or immediately in the event of a fatality.
  - The home office must be notified prior to any applicable state or federal notifications in regards to spills or fuel releases.

### Evacuation

Depending on the emergency situation, employees may be required to evacuate their specific work area or the facility. This should be under the direction of supervisory personnel. The following is recommended depending on the nature of the emergency.

- o Evacuate the affected building or work area in case of fire, gas release, or bomb threats. Gather at pre-designated safe areas.
- o Evacuate to designated shelter areas in the event of natural disasters.
- o Evacuate to areas outside the property lines during explosive or flammable situations.

Unless specifically trained and assigned by the branch, all employees must immediately evacuate any area deemed to be in a state of emergency. Return to duty must be under the instruction of management personnel.

### Alarm Systems

Since the majority of our employees are deployed in company vehicles equipped with two-way radios or in work group of less than ten, verbal notification is a primary method of alarm. Other acceptable devices include paging systems, air horns and cellular communication.

The selected method of alarm shall be branch specific, providing:

- o Reaction time for safe egress;
- o Capable of being perceived above ambient noise or light;
- o Be distinctive and recognizable as a signal to evacuate.

Employees must know how to report emergencies and sound the alarm.

- o Testing of Emergency Plan

Emergency action plans and their associated alarm systems should be tested periodically to ensure they are workable and up-to-date. Test runs should suit the local operation and be made as realistic as possible. Revise plans as indicated by tests results and changing conditions.

- o Communications

The control of emergencies can be aided by establishing some form of communications control center, equipped to receive and transmit information by phone, radio or other devices. The branch size will suggest and govern the type of network adopted. The main office, unless non-functional, shall be presumed the central communications center until otherwise designated by the branch manager.

## **FIRE PREVENTION PLAN**

Fire Prevention is an integral part of the emergency action plan, established to deter potential ignition sources, maintain control over flammable/combustible waste materials and assign duties including inspections and maintenance of equipment.

The fire protection system provides portable multi-purpose extinguishers (ABC) for general use and halogen type extinguishers for computer and electrical areas. The focus is to extinguish of any incipient (small) fire before it can increase in intensity. Escalating fire emergencies should result in the initiation of the evacuation plan.

Essential elements of a fire prevention plan include:

Branches perform periodic inspections (documented) of areas known to contain fire hazards:

- Inspections should also include portable extinguishers (documented);
- Annual maintenance check by a qualified vendor;
- Establish and maintain "No Smoking" areas;
- Inform employees of fire hazards in their area, material or processes;
- Develop a list of major workplace fire hazards, their handling and storage procedures, ignition sources, types of equipment and maintenance responsibilities.

## TRAINING

The branch shall designate and train a sufficient number of employees to assist in specific functions associated with the emergency action plans such as fire and spill response. All employees shall be familiar with the parts of the emergency plan, which would affect them individually in an emergency situation. The emergency plan should be reviewed with employees:

- When the plan initially becomes effective;
- Upon employment or transfer into new job assignment;
- When ever their assigned role in the plan is changed or modified;
- When the plan itself is changed.

A copy of the written emergency plan should be kept in a conspicuous location, where it can be made available to employees for review.

- First Aid/CPR trained employees should be in complete control of handling injured personnel and assure a smooth transition between mutual aid (ambulance, EMS) and on site personnel.
- All first aid trained employees must be trained in Blood borne Pathogens and offered Hepatitis B shots immediately prior to assignment of their tasks.
- All employees should be trained to extinguish incipient fires and are responsible for taking immediate action in these situations to prevent minor incidents from escalating.

## WASTE INDUSTRIES

### I. OUTLINE OF AN EMERGENCY ACTION PLAN

#### A. Scope of Emergencies

1. Internal Types - In-plant fires, gas releases, spills, power failures and explosions.
2. External Types - Natural causes (floods, tornados, snow, ice, storms, lightning), bomb threats, etc.
3. Operational Considerations
  - a. Personnel - total and distribution by shifts.
  - b. Building - hazards and layout.
  - c. Operations - types of activity.
  - d. Fire Hazards and Explosions - flammable, combustible, corrosive or toxic materials; relation hazards.
  - e. Bulk storage of oils and fuel and their containment

#### B. Emergency Systems

1. Local Alarms
  - a. Alarm signal device - siren, etc.
  - b. Voice communication - intercom, radios, and telephones.
2. Communications to and from Areas of the Facility
  - a. Telephone.
  - b. Radio
3. Emergency lighting, alternate sources of power.
4. Evacuation routes

#### C. Responsibility for Initiation of Plan

1. Appointment of a person in charge of emergency response.
2. Sounding of alarm.
3. Notification of communications center.
4. Notification of supervisory personnel; emergency telephone list.

- D. Management Evacuation of Emergency Situation
  - 1. Notify supervisor responsible for area.
  - 2. Effect on other facility operations.
  - 3. Effect to adjacent community - notification of local authorities.
  
- E. Evacuation Procedures
  - 1. Evacuation routes.
  - 2. Designation of personnel assembly areas.
  - 3. Accountability for all personnel (headcount).
  
- F. Return and Start-up
  - 1. Check of building or emergency area.
  - 2. Communications of "all clear" signal.
  - 3. Inspection and report of damage.
  - 4. Determination of safe start-up (return to work).
  
- G. Testing of Emergency Systems
  - 1. Periodic tests of alarms, communications, evacuation procedures, fire drills, etc.

**EMERGENCY SAFETY PROCEDURES PLAN****FACILITY QUESTIONNAIRE****GENERAL INFORMATION:**

1. What is the main business function of the facility?
2. What management levels exist at the facility and the individuals who hold those positions?
3. Do you have any employees that are regularly at that site that are trained in first aid/CPR. List Names.
4. Is your geographic area prone to:  
Floods?  
Hurricanes?  
Tornados?  
Earthquakes?
5. How many floors does your facility have?

**WORK ENVIRONMENT:**

1. List heavy labor jobs at your facility?
2. Are any hazardous materials used at your facility? This includes chemicals, etc.
3. Does your facility emit any types of gases or exhaust into the air?
4. Does your facility house large quantities of flammable materials? If so, what types?
5. What types of major accidents have occurred since the facility began operations?

**FIRE PROTECTION:**

1. What type of fire alarm system does your facility have? How are people made aware of a fire?
2. What type(s) of smoke detectors does your facility have?
3. Does your building have windows that may be open on a regular basis? Can they be shut quickly?
4. What types of fire extinguishers are available and are they identified for their appropriate use?
5. Do you have people designated for extinguishing fires?
6. Do you have procedures for evacuating employees/guests?
7. Do you have any fire-proof rooms in your facility?
8. What numbers need to be called in the event of a fire?
9. Do you have procedures in place to evacuate handicapped people?

**BOMB THREAT:**

1. Who is designated to assist police or arson squad with a search?
2. Who will document the caller information?
  - o Background sounds
  - o Accents and voice quality (i.e. stutter, slur, lisp)
  - o Ethnic characteristics
  - o Age
  - o Gender

**LOSS OF UTILITIES:**

1. What types of utilities are utilized by this facility?
2. Who are the companies who supply those utilities?
3. Does a loss of any particular utility pose a hazard to the environment?
4. Are there back up systems in place for temporary utilities, and if so, how do they work?

**COMMUNITY RESPONSE SERVICES:**

1. What telephone number do you call for a health emergency?
2. What are the closest medical facilities? Who will act as your facility's?
3. Where is the closest Trauma Center?
4. How do you get a hold of medical specialist?
5. What is the telephone number of the local police department?
6. Does your town have a HAZMAT team?
7. Who are the media sources in the area?
8. Who is designated from the company to respond to media questions?

## Equipment List

Our proposal includes 2 new Autocar compressed natural gas powered chassis, equipped with Heil fully automated body trucks and 2 new Autocar compressed natural gas powered chassis equipped with G&S semi-automated body trucks for recycle collection. Also, we will utilize a 2012 Chevrolet pickup equipped with a Perkins 6yd dump bed insert with tipper on the narrow streets with difficult collection points, areas with on-street parking, and for Southern Village to accommodate their narrow alleys.

It is our intent to have new CNG trucks in place for the July 1 start date. Depending on the award date and due to the complexity and extended build time of the compressed natural gas powered trucks it will take longer to receive than the standard diesel powered equipment. In the event that the CNG trucks do not arrive by July 1 we will utilize new trucks, which were designated as replacements throughout the company, to service the contract until we receive the new trucks.

Our back-up trucks will consist of 2 - 2012 Autocar compressed natural gas powered trucks with G&S semi-automated bodies, pictured below.





GVW A GWM Holdings Company

January 10, 2014

Mr. Josh Thompson  
Purchasing Director  
Waste Industries  
3301 Benson Drive Suite 601  
Raleigh, NC 27609

551 S. Washington Street  
P.O. Box 190  
Hagerstown, IN 47346  
Telephone 765.489.5499  
Fax 765.489.5230  
[www.autocartruck.com](http://www.autocartruck.com)

## Commitment for Waste Industries on Sideloaders & Recyclers

Mr. Thompson,

Autocar truck will build and deliver up to 10 specified refuse chassis's required by Waste Industries to their Body manufacturer of choice by May 15<sup>th</sup> provided Autocar receives the order on or before February 28<sup>th</sup> 2014...

Feel free to contact me should any questions arise!

Best Regards,

Cliff Buck  
Sales Director – Southern US  
Autocar Truck, LLC  
155 Summit Cove  
Collierville, TN 38017  
[cbuck@autocartruck.com](mailto:cbuck@autocartruck.com)  
Cell 219-670-5328  
Office 901-861-1966



January 13, 2014

Josh Thompson  
Waste Industries  
3301 Benson Drive Suite 601  
Raleigh, NC 27609

Dear Mr. Thompson:

We appreciate your business very much. Per your inquiry regarding the two CNG DuraPack Python automated side loaders for the collection contract that this pertains, we will be able to deliver these trucks to you in a timely manner due to our on-going partnership with both Waste Industries and Autocar to streamline both the body production and mounting processes. Provided a chassis arrives at our factory by June 1, 2014 we can commit to a June 20, 2014 delivery date for the (2) Two CNG fully automated DuraPack Python sideloaders.

We look forward to delivering to you a quality product that exceeds your expectations.

Best Regards,

A handwritten signature in black ink, appearing to read "Nate Davis".

Nate Davis  
Key Account Manager  
Heil Environmental



322 Lavansville Road  
Somerset, PA 15501

Phone 814-445-5866  
Fax 814-443-4966

[www.g-sproducts.com](http://www.g-sproducts.com)

Waste Industries Inc.

Josh Thompson

3301 Benson Drive Suite 601

Raleigh, NC 27604

Josh

I am pleased to confirm that GSP Marketing will provide two MP8129D Sideloader bodies mounted on your Autocar chassis. We guarantee completion and ready for pick up by June 15<sup>th</sup> 2014 as long as we receive chassis by June 5<sup>th</sup> 2014.

Should you have any questions please do not hesitate to contact me at 704-608-8126.

Sincerely

A handwritten signature in cursive script that reads 'Dave Cote'.

Dave Cote

South Atlantic Region Sales Manager

**COUNTY OF ORANGE  
DEPARTMENT OF FINANCIAL SERVICES  
PO BOX 8181  
HILLSBOROUGH, NORTH CAROLINA 27278  
PROPOSAL FORM (REVISED)**

The undersigned declares that they have examined the Notice To Bidders, Instructions To Bidders, and Specifications and is informed fully with regard to all terms and conditions pertaining thereto and agrees that if this proposal is accepted within ninety (90) days, the undersigned will supply and deliver, as ordered, all equipment as required under these specifications at the prices set forth below:

| Option | Description   | Qty       | unit cost per unit/ month           | Monthly cost                        |
|--------|---|-----------|-------------------------------------|-------------------------------------|
| 1      | Weekly Collection   | 18,750    | \$ 3.29                             | \$61,687.50                         |
| 2      | Bi-Weekly (every other week) Collection   | 18,750    | \$ 2.30                             | \$43,125.00                         |
| ALT 1  | Southern Village Back Alley Service<br><br>Incremental increase per unit per month to provide curbside service in the back alleys of 525 units in the Southern Village neighborhood in Chapel Hill (Described in Section V Subsection D-2). | Weekly    | Price above is all inclusive.<br>NA | Price above is all inclusive.<br>NA |
|        |   | Bi-weekly | NA                                  | NA                                  |

Please confirm receipt of addendum

Addendum #1 1/6/2014 Addendum #4 \_\_\_\_\_  
 Addendum #2 1/10/2014 Addendum #5 \_\_\_\_\_  
 Addendum #3 \_\_\_\_\_ Addendum #6 \_\_\_\_\_

Company Waste Industries, LLC

Address 3301 Benson Dr.

Raleigh, NC 27609

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

Greg Forston

(Above name printed or typed)

Phone: 919 877 2206

EXECUTION OF PROPOSAL

PROJECT NAME: Urban Curbside Recycling Services

PROPOSAL REQUEST NO. 367-5199

THIS PAGE MUST BE FULLY EXECUTED AND SIGNED FOR THE PROPOSAL TO BE CONSIDERED.

The person executing the proposal, on behalf of the vendor, being first duly sworn, deposes and says that:

- (1) He or she is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (2) Neither he/she, nor any official, agent or employee of the vendor has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competition in connection with this proposal; and

SIGNATURE OF PROPOSER \_\_\_\_\_

Waste Industries, LLC  
(Print full name of corporation)

3301 Benson Dr. Raleigh, Wake, NC 27609  
(Address - County - State - Zip Code)

Attest Carol Dalton  
(Secretary/Assistant Secretary)

By: [Signature]  
President/Vice President/Assistant Vice President)

Printed: Carol Dalton

Title: C.O.O.

CORPORATE SEAL:

Federal ID. or Social Security Number 56-0954929

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me  
This 15 day of January, 2014

Cynthia D. Spencer / Cynthia D. Spencer

Exec. Assistant  
Title

My Commission Expires 4-16-16



Orange County  
 Financial Services Department  
**ADDENDUM #1**  
**January 6, 2014**

|  |
|--|
| RFP 367-5199                           |
| Orange County Urban Curbside Recycling |

To all Vendors:

Modifications to bid documents for the above named Request for Proposal are made as follows and shall be included in the proposed amount.

See page 2 for clarification of issues raised at the pre-bid conference for the above referenced project

All other terms and conditions shall remain the same

By: David E. Cannell, Purchasing Agent; [dcannell@co.orange.nc.us](mailto:dcannell@co.orange.nc.us) ~ (919) 245-2651

**Acknowledgement of receipt of this addendum shall be noted on the Responder's Certification Form**

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

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

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

P.O. Box 8181 200 South Cameron Street Hillsborough, North Carolina 27278  
 Telephones: Area Code 919 245-2651 Fax: 919 644-3324

1. Page 6 paragraph 4 : should read 375 tons per month not tons per household
2. See amended proposal page that includes separate upcharges (if any) for Southern Village weekly and biweekly
3. Sign in sheet is attached
4. Urban Curbside recycling collection will be provided only to those small businesses/organizations that are located along an existing (or newly created under new program) urban residential curbside collection route and only if the entity generates quantities of recyclables approximating that of a residential household.
5. Is county bidding? No.
6. Do pickups that may be used to collect difficult to access areas need to be new? Do not have to be new but must be in good working order and be in a condition that represents the successful bidder and county well when in use within the county.
7. The current recycling collection provider runs 4 front-line trucks (capacity of 25yd<sup>3</sup>) every day Monday through Friday.
8. The successful provider shall be responsible for all costs associated with C.A.R.T.S.
9. In the event a household is serviced by a pickup, etc the RFID must be read with a handheld reader

**COUNTY OF ORANGE  
DEPARTMENT OF FINANCIAL SERVICES  
PO BOX 8181  
HILLSBOROUGH, NORTH CAROLINA 27278  
PROPOSAL FORM (REVISED)**

The undersigned declares that they have examined the Notice To Bidders, Instructions To Bidders, and Specifications and is informed fully with regard to all terms and conditions pertaining thereto and agrees that if this proposal is accepted within ninety (90) days, the undersigned will supply and deliver, as ordered, all equipment as required under these specifications at the prices set forth below:

| Option | Description   | Qty       | unit cost per unit/ month | Monthly cost |
|--------|---|-----------|---------------------------|--------------|
| 1      | Weekly Collection   | 18,750    |                           |              |
| 2      | Bi-Weekly (every other week) Collection   | 18,750    |                           |              |
| ALT 1  | Southern Village Back Alley Service<br><br>Incremental increase per unit per month to provide curbside service in the back alleys of 525 units in the Southern Village neighborhood in Chapel Hill (Described in Section V Subsection D-2). | Weekly    |                           |              |
|        |   | Bi-weekly |                           |              |

**Please confirm receipt of addendum**

**Addendum #1** \_\_\_\_\_ **Addendum #4** \_\_\_\_\_  
**Addendum #2** \_\_\_\_\_ **Addendum #5** \_\_\_\_\_  
**Addendum #3** \_\_\_\_\_ **Addendum #6** \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
 (Above name printed or typed)

Phone: \_\_\_\_\_

PRE-BID  
 URBAN CURBSIDE RECYCLING SERVICES  
 BID NO. 367-5199  
 1-2-2014; 2:00 pm

| NAME           | COMPANY                      | MAILING ADDRESS                               | PHONE/FAX      | EMAIL                     |
|----------------|------------------------------|---|----------------|---------------------------|
| Peggy T Poston | Waste Connections            | 5516 Rozzelles Ferry Rd<br>Charlotte, NC      | 704-315-4111   | peggy.p@wcnx.org          |
| TIM LEE        | TFC RECYCLING                | 1958 Diamond Hill<br>Chesapeake, VA           | (757) 871-4061 | timlee@tfcrecycling.com   |
| DAVE STAB      | " "                          | " "   | (757) 307-8202 | dstantab@tfcrecycling.com |
| Chip Dodd      | Waste Management             | 10411 Stobe Rd.<br>Morrisville, NC            | 919 616 9913   | cdodd@wm.com              |
| JERALD BOYD    | Unity of The Carolinas, Inc. | 108 Industrial Drive,<br>Harrisburg, NC 27834 | 240.572.5198   | jboyd@unitydisposal.net   |
|                |                              |   |                |                           |
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PR-BID  
 URBAN CURBSIDE RECYCLING SERVICES  
 BID NO. 367-5199  
 1-2-2014; 2:00 pm

| NAME          | COMPANY           | MAILING ADDRESS                                | PHONE/FAX                        | EMAIL  |
|---------------|-------------------|--|----------------------------------|--|
| Bill Davidson | Waste Industries  | 148 Stone Park Ct.<br>Durham, NC 27703         | 919-596-1363-P<br>919-596-1852-F | William.Davidson@WasteIndustries.com                         |
| Shawn Brady   | Republic Services | 1220 Commerce St<br>SW, Concord, NC 28603      | 828-695-2062<br>828-464-2433     | SBRADY@RepublicServices.com<br>-mestore@republicservices.com |
| Tracy Nestor  | Republic Services | 1220 Commerce St SW<br>Burl, Concord, NC 28601 | 828-217-8760                     |  |
| Carole Wilcox | OC                |  |                                  | carole.wilcox@ocnc.com                                       |
| David Cannell | OC                |  |                                  | dcannell@orangecounty.gov                                    |
|               |                   |  |                                  |  |
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Orange County  
Financial Services Department  
**ADDENDUM #2**  
**January 10, 2014**

|  |
|--|
| RFP 367-5199                           |
| Orange County Urban Curbside Recycling |

To all Vendors:

Modifications to bid documents for the above named Request for Proposal are made as follows and shall be included in the proposed amount.

1. Will the hauler or County pay for the citizen education if or when the routes change? Orange County will handle/fund citizen education efforts related to public communication regarding route changes
2. Regarding the Bid Bond requirements: We are required to provide a Bid Deposit for 5% of the amount of which option, weekly or bi-weekly? The higher of the two
3. Can the County clarify that the 525 units for Southern Village are already included in the 18,750 total units. Please confirm that the ALT 1 pricing is just for an incremental increase, not a total price per unit. The 525 units are already included in the 18,750. Incremental as stated on RFP page 26.
4. Can the County provide the annual recycling tonnage collected per year? FY 12/13 Urban Tonnage was 3,578 tons. Average for the first 6 months of FY13-14 is 390 tons per month from the urban collection
5. Has Rehrig certified that their system will do everything as outlined on page 10-11 & 18-19 of the RFP? See attached. Responses from Rehrig are in parenthesis.

All other terms and conditions shall remain the same

By: David E. Cannell, Purchasing Agent; [dcannell@co.orange.nc.us](mailto:dcannell@co.orange.nc.us) ~ (919) 245-2651

**Acknowledgement of receipt of this addendum shall be noted on the Responder's Certification Form**

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

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

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

P.O. Box 8181 200 South Cameron Street Hillsborough, North Carolina 27278  
Telephones: Area Code 919 245-2651 Fax: 919 644-3324

## 1) Rehrig's response:

## Pages 10-11:

- Must be mountable to the collection vehicle. (Yes)
- Reader must be compatible with our C.A.R.T.S. system. (Yes)
- RFID system must be able to transmit their data to Rehrig's C.A.R.T.S. asset management, service verification and data management software through cellular (real time data transfer) network. (Yes)
- Reader Data Communication to servers should connect through the CDMA GSM Module (for real-time communications) (Yes)

## Pages 18-19:

- Readers must be compatible with software that is able to deliver the County with a minimum of the following:
  - o The ability to report cart contamination by address. (Yes, with the use of an Observation Button.)
  - o Participation rate by route. (Yes)
  - o Set out rate by route. (Yes, with the use of an Observation Button.)
  - o Must be secure. Information gathered from RFID must be maintained in confidential manner. (Yes)
  - o Web based access to real time information. (Yes)
  - o County will have real-time access through internet- based application to the location of Provider's collection vehicles and other data that is enabled by the use of RFID and GPS vehicle tracking systems. (Yes)
- Customizable tiered levels of security access. (Yes)
- Data is the property of the County and shall not be shared, sold or otherwise made available to others without County authorization. (Yes, we will NOT share or sell this information)
- Reports generated in our program must be able to be viewed in Excel or PDF format. (Yes)
- At a minimum the hauler must supply reports:
  - o Summaries of the tonnages of all Recyclables Materials recovered by route and jurisdiction. (This report would be generated in the haulers internal system i.e. Tower, Trucks, InfoPro etc...)
  - o Participation rates in terms of weekly household set- out counts. The set-out counts shall be broken down by the three Towns. (Yes, these reports can be customized in our system)
  - o Summaries of the total truck hours required for the collection vehicles to collect, transport, and unload the recyclable materials. (This information can be partially tracked in our system using the times of first and last RFID reads. Hauler would need to record total operation hours including route to and from first and last stop and dump time.)
  - o Monthly productivity calculation shown in units of homes collected per truck per hour. (Our system can show time of first and last RFID read to help calculate this figure.)
  - o A short summary of program highlights, problems and measure taken to resolve misses, untagged carts and other collection problems, and measures taken to increase efficiency and household participation. (All responsibility of hauler and not information provided by Rehrig system.)
  - o Provide access to all information gathered by RFID reader. (Yes)

## References

### Curbside Recycle Collection Programs

**Customer:** Orange County, North Carolina (18,400 homes, contract expiration 6/30/12)

**Address:** 1207 Eubanks Road  
Chapel Hill, North Carolina 27516

**Contact:** Gayle Wilson, Solid Waste Director  
(919) 968-2885, gwilson@co.orange.nc.us

**Customer:** Apex, North Carolina (11,835 homes, contract expiration 6/30/15)

**Address:** 73 Hunter Street  
Apex, North Carolina 27502

**Contact:** Bruce Radford, Town Manager  
(919) 249-3400, bruce.radford@apexnc.org

**Customer:** Northampton County, North Carolina (10,500 homes, contract expiration 6/30/19)

**Address:** PO Box 808  
Jackson, North Carolina 27845

**Contact:** Wayne Jenkins, County Manager  
(252) 534-2501, wayne.jenkins@nhcnc.net

**NORTH CAROLINA  
PROPOSAL BOND**

ARGONAUT INSURANCE COMPANY  
225 w. Washington, 6<sup>th</sup> Floor, Chicago, IL 60606

91

KNOW ALL MEN BY THESE PRESENTS, That we, **WASTE INDUSTRIES, LLC**

as Principal, and Argonaut Insurance Company, a corporation of the State of Illinois, as Surety, which is duly licensed to act as Surety in North Carolina, are held firmly bound unto

**ORANGE COUNTY, NORTH CAROLINA**

as Obligee, in the sum of **Five Per Cent (5%) of Amount Bid**------(-----)  
lawful money of the United States of America, for payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting proposal for

**Urban Curbside Recycling Services**

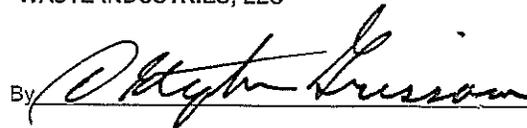
and the Principal desires to file this Bid Bond in lieu of making the cash deposit as required by G.S. 143-129 as amended by Chapter 1104 of the Public Laws of 1951.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the Principal, then this obligation shall be null and void; but if the Principal fails to so execute such contract and give performance bond as required by G.S. 143-129, as amended by Chapter 1104 of the Public Laws of 1951, the Surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the first paragraph hereof.

SIGNED, sealed and dated this 16<sup>th</sup> of January, 2014

WASTE INDUSTRIES, LLC

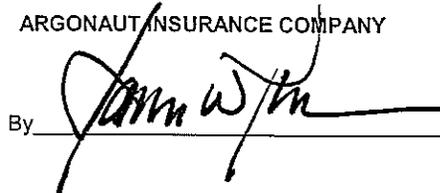
By



Vice President

ARGONAUT INSURANCE COMPANY

By



Attorney-in-Fact

Argonaut Insurance Company  
Deliveries Only: 225 W. Washington, 6th Floor  
Chicago, IL 60606

A02050310

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

James W. Poole, David J. Braswell, Robert Salmon

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$25,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 15th day of June, 2012.

Argonaut Insurance Company

*ME Arledge*

by: \_\_\_\_\_

Michael E. Arledge, President

STATE OF TEXAS

COUNTY OF HARRIS SS:

On this 15th day of June, 2012 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



*Stephanie Gunderson*

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 16th day of January, 2014.

*Joshua C. Betz*

Joshua C. Betz, Vice President



# County of Orange

## Department of Financial Services

### **REQUEST FOR PROPOSALS**

The County of Orange proposes to purchase the following:

#### **Urban Curbside Recycling Services**

Pursuant to the General Statutes of North Carolina, Chapter 143 as amended, Orange County will receive sealed proposals until 3:00 PM (D-EST). **Thursday, January 16, 2014**, in the office of the Purchasing Agent, Department of Financial Services, 200 S Cameron Street, Hillsborough, North Carolina 27278.

A mandatory pre-bid conference will be held in the Orange County Solid Waste Administration Building, 1207 Eubanks Road, Chapel Hill, NC on Thursday, January 2, 2014 at 2:00 pm.

Specifications are available at the above address Monday through Friday, 8:00 A.M. to 5:00 P.M. or, by phoning (919) 245-2651 or on the County's website <http://orangecountync.gov/purchasing/bids.asp>

The Orange County Board of Commissioners reserves the right to reject any and or all proposals and to accept the lowest and best bid and to waive minor irregularities

DAVID CANNELL  
PURCHASING AGENT

P.O. Box 8181 - 200 S Cameron Street Hillsborough, North Carolina 27278  
Telephone: 919.245.2651  
Fax: 919.644.3324

**COUNTY OF ORANGE  
DEPARTMENT OF FINANCIAL SERVICES  
PO BOX 8181/200 S CAMERON ST  
HILLSBOROUGH, NORTH CAROLINA 27278**

**INSTRUCTIONS TO BIDDERS**

1. All proposals shall be for furnishing apparatus, supplies, materials, equipment and/or work and services in accordance with the applicable plans and specifications prescribed by Orange County. Plans and/or specifications may be obtained at the Orange County Financial Services Department, 200 S Cameron Street, Hillsborough, North Carolina 27278.
2. Orange County reserves the right to award the proposal that is in the best interest of Orange County or to reject any or all proposals and to waive minor irregularities.
3. The successful bidder shall comply fully with the requirements of General Statutes, Section 143-129, as amended.
4. In the event of default by any Service Provider or vendor Orange County may procure from other sources whatever service or item is being proposed and holds the Service Provider responsible for any excess cost occasioned thereby.
5. Payment terms are net 30
6. North Carolina sales and use tax shall not be included in the proposal amount.
7. Proposals submitted via facsimile **shall not be accepted**.
8. Proposals received after opening date and time shall not be considered.
9. All proposals must contain an authorized original signature.
10. All bids must be returned in a sealed envelope with the proposal number **5199** prominently displayed.
11. Contract: Attached is a copy of the County's standardized contract (Attachment A). All insurance requirements are contained therein. Please read the agreement carefully as that document and this bid shall constitute the agreement. The cost of all insurance shall be included in the price(s) bid.

The Service Provider shall not commence work until he has obtained all the insurance required herein. Insurance shall be maintained in full force and effect until the Contract has been fully and completely performed, as evidenced by final acceptance payment. Service Provider shall provide Certificate of Insurance reflecting aforementioned coverage as proof of coverage. Certificate of Insurance shall provide for a thirty (30) day written notice to the Owner in the event of any modifications, cancellation, or expiration of said policies. Work shall not commence until the Service Provider has obtained all required insurance and the owner has approved verifying certificates of insurance in writing.

12. Any and all changes or alterations to this RFP shall be made in the form of written addendum.
13. Please direct any questions concerning this RFP to David Cannell, Purchasing Agent at Email: [DCannell@orangecountync.gov](mailto:DCannell@orangecountync.gov) or 919-245-2651.

14. Please be advised that a mandatory pre-bid conference will be held in the Orange County Solid Waste Administration Building, 1207 Eubanks Road, Chapel Hill, NC on Thursday, January 2, 2014 at 2:00 pm.
15. The attached RFP is included to describe the services desired. During the pre-bid conference, county staff will further describe the services desired and will entertain suggestions, comments and questions. All interested providers should be prepared to discuss the RFP during the pre-bid conference. If required, an addendum will be issued to more accurately define the desired services.
16. Orange County supports a living wage of \$10.97 per hour. Please indicate on the bid form whether any workers on this job will make less than \$10.97 per hour.
17. Bidders are required to submit proposals for both Option #1 (Weekly) and Option #2 (Bi-weekly). Proposals that do not include both Option #1 and Option #2 will not be considered.
18. HB786 imposes E-Verify requirements on contractors who enter into certain contracts with state agencies and local governments. The legislation specifically prohibits governmental units from entering into certain contracts “unless the contractor and the contractor’s subcontractors comply with the requirements of Article 2 of Chapter 64 of the General Statutes.” (Article 2 of Chapter 64 establishes North Carolina’s E-Verify requirements for private employers). It is important to note that the verification requirement applies to subcontractors as well as contractors. The new laws specifically prohibit governmental units from entering into contracts with contractors who have not (or their subs have not) complied with E-Verify requirements. Complete the attached affidavit, and include it with your submittal.

**Request for Proposal  
To Provide Urban Curbside Recycling Services  
Orange County, North Carolina  
RFP #5199**

**I. Introduction**

The objective of this RFP is to solicit Proposals that will enable Orange County, North Carolina ("County") to determine which municipal curbside recycling collection service provider will best meet the County's needs. The purpose and intent of this RFP is to establish a Contract with a qualified Company (hereinafter "Provider") who shall provide all labor, equipment, materials, tools, insurance, supervision and all other items necessary to deliver residential curbside recycling service to the incorporated limits of the Towns of Chapel Hill, Carrboro, and Hillsborough. Maps of each service area are attached (Attachment B). The projected start date of the contract shall be no later than June 30, 2014.

**II. Definitions**

**Additional Recyclables:** Recyclable Material that may be added to the curbside program that are not currently accepted. This could include non-bottle plastics such as flower pots, cups, five gallon buckets, clamshell containers, spiral cans and any other material as negotiated by County and Provider.

**Bi-Weekly:** Refers to every other week.

**Bottles and Cans:** the subset of Recyclable Materials including glass bottles and jars, aluminum beverage cans, steel food cans, empty aerosol cans and plastic bottles #1, #2, #3, #4, #5, #6, and #7 where a bottle is a container with a neck smaller than the base.

**Collection Schedule:** Refers to the defined days of Residential Recycling Collection Services as authorized by the Orange County Department of Solid Waste Management.

**County:** "County" shall mean Orange County, NC who is the administrator of this recycling program managed by the Orange County Department of Solid Waste Management.

**Designated Non-Residential Location:** Refers to a non-residential location specified by the County in the Contract Area that receives Residential Recycling Collection Services by the Company. Each Designated Non-residential Location shall be counted as one (1) Unit.

**Designated Processing Facility:** Refers to the facilities to which all Recyclables collected under the Contract must be delivered.

**Evaluation Committee:** Refers to a committee, as appointed by the County, responsible for determining the best Service Provider for the Services described in this RFP.

**Fiber:** the subset of Recyclable Materials including newspapers and their inserts, glossy magazines, junk mail, office paper, paper board, aseptic containers, gable topped cartons, and phonebooks. Fiber also includes Old Corrugated Cardboard (OCC) and Mixed Paper (OMP).

**Fiscal Year (FY):** shall refer to the time period beginning July 1<sup>st</sup> of any year and ending June 30<sup>th</sup> of the following year. County budget cycle and curbside recycling program planning shall be based on this time period.

**Handicap / Disabled:** shall refer to residents of the Towns who will receive recycling service at their back door or someplace other than curbside. County staff will make the determination as to which citizens are eligible for Handicap collection. Said determination will be based upon citizen need, as judged by County staff, and shall generally be based upon the citizen being eligible to receive a handicap parking permit from the NC Division of Motor Vehicles. Additionally, Handicap / Disabled services shall generally not be granted to Residences with able-bodied adults in the household.

**Participation Rate:** Refers to the percentage of total units in a defined area that place Recyclables at the curb for collection at least once over a pre-determined period of time. To measure this statistic it is necessary to distinguish irregular set-out patterns of individual units (or addresses) over the pre-determined period of time to account for their participation without magnifying the count of Units that set-out on a regular basis.

**Oops tag:** Is a small card created by the County and printed by and used by the Service Provider to leave with the Recycling cart that accurately describes why the Cart contents or Recyclable Materials did not meet the curbside recycling program specifications and were not collected.

**Radio Frequency Identification (RFID) Tag:** Technology that uses communications via electromagnetic waves to exchange data between a reader (placed on collection vehicle) and an object. For this application the tags will be placed on Recycling Carts to collect recycling services data.

**Recycling Bin:** A rigid plastic container (fourteen (14), sixteen (16), or eighteen (18) gallon) presently provided to Residences for the sole purpose of recycling. These will be obsolete for Residential recycling collection except where County specifies otherwise when the new Services begin as soon as practicable as but no later than June 30, 2014.

**Recycling Container (Cart):** Refers to the receptacle identified, designated, and authorized by the County solely for the purpose of collecting Recyclables.

**Recycling Collection Services:** Those services to be performed by Service Provider as follows, except where otherwise noted in this RFP: (a) the collection of Recyclable Materials from residential areas specifically designated by the parties; (b) keeping accurate and thorough records of the amount of materials and number of households collected weekly.

**Recyclable Materials:** (also to be known as “recyclables”) All Fiber and Containers accepted in the curbside recycling program.

**Residence:** A single-family home, duplex, triplex, or otherwise adjoined town-home, or an approved church, school, small business, institution, pedestrian recycling station, small apartment complex, or other serviceable unit within or near residential sectors of the Towns. The occupant of a Residence shall be referred to as a Resident.

**Service Provider (Provider):** Refers to a Company that has an interest and the ability to provide the Services required by this RFP.

**Set Out:** A Set Out shall be defined as having occurred when one Residence places one or more Recycling carts at the curb for collection. When counting Set Outs for measuring participation and productivity, Service Provider shall count one Set Out for each residence participating in the program. This count will be based on the number of households or Residences participating, not on the number of Recycling carts collected. For example one (1) Residence placing two (2) Recycling at the curb shall be considered one (1) Set Out.

**Single Stream Recycling:** Refers to collection of all Recyclable Materials co-mingled and does not require the collection Service Provider or resident to sort any Recyclable Materials.

**Towns:** Unless otherwise stated, “Towns” shall mean the Towns of Carrboro, Chapel Hill, and Hillsborough, which are incorporated municipalities within or mostly within Orange County, NC.

**Unit:** Refers to one (1) single Residence or one (1) eligible location (service point) for curbside collection.

**Urban Curbside or In-Town Curbside:** the curbside recycling program intended to provide weekly or biweekly collection service to Residences located within or adjacent to the municipal boundaries of the Towns.

**Unit Price:** Refers to the amount quoted on the Proposal Pricing Worksheet to provide Residential Recycling Collection Services to one Unit for a month. For bi-weekly service assume 26 collections per year.

### III. Background

The urban or in-town curbside recycling collection program in Orange County began in 1989 and now serves approximately 18,752 households within residential areas of the Towns of Chapel Hill (12,058), Carrboro (4,442), and Hillsborough (2,247). The number of households serviced may grow each month as new homes are constructed and new areas are incorporated into the Towns through annexation. The current program provides single stream weekly curbside collection of Recyclable Materials. Residents are presently directed to place all Recyclable Materials in their Recycling Bins with the bottles and cans mixed and loose inside along with acceptable paper and fiber recyclables. Proposers must agree to accept all presently accepted Recyclable Materials and may propose additional materials for which markets are available. Currently accepted materials include plastic bottles and jugs, glass bottles and jars, all mixed paper (no tissues), phonebooks, aluminum foil, empty aerosol cans, newspapers and inserts, catalogs and glossy magazines, metal cans, empty flattened cardboard so long as it fits loosely in the recycling cart, flat or gable-topped cartons. Caps can be left on bottles, cans and jars.

Residential Recycling service within the Towns of Chapel Hill, Carrboro, and Hillsborough is one part of the Orange County Solid Waste Management's comprehensive and integrated recycling program providing Orange County residents and businesses with robust programs for both the residential and commercial sectors. In 1997, Orange County and the incorporated municipalities of Chapel Hill, Carrboro, and Hillsborough each adopted a solid waste reduction goal of 61% per capita. During FY 12-131112, Orange County was recognized for the third year in a row as having the highest waste reduction rate in the state at 59%.

Current setout rates from the County's historical data shows that the set-out rate in the Urban Collection Area is about 72%. Using this set out rate and historical data, we estimate that the participation rate is between 80 and 85%. Anecdotally, Chapel Hill and Carrboro have a relatively high participation rate whereas Hillsborough has a slightly lower participation rate. Some national data would extrapolate participation at over 90% from this level of set out rate.

The current rate paid to current Service Provider is \$3.73 per unit per month. This is for weekly collection of single-stream recyclables in 18-20 gallon bins. Typically two bins with an average of about 32 pounds per month per household collection. Average monthly collection for the three municipalities combined is 375 tons per household.

The County seeks Proposals for Single-Stream collection of accepted Recyclable Materials only. The County is moving curbside collection from 18 gallon bins to 95 gallon roll carts and will evaluate two options for the provision of these services. One option will be that curbside recycling collection by the service provider occur on a once per week basis (weekly). The second option will be that collection by the service provider occur on a once every other week basis (bi-weekly). The County will supply and distribute the 95 gallon roll carts to the residential units to ensure that the carts are in place to coincide with the start of collection services as determined under this proposal and contract.

The County reserves the right to allocate smaller carts in certain limited circumstances that are still compatible with standard cart tipping equipment

The County provides and will continue to provide public education about the program including brochures, mailers, publications and articles, and the County manages complaint and concern calls from citizens. Where possible, the County may recruit community volunteers to help distribute information and increase participation in their neighborhoods. The Service Provider is expected to assist in the provision of public education during the course of business when interactions with

Residents occur. The Service Provider is further expected to help educate residents who place improperly prepared or unacceptable items at the curb by consistently and accurately tagging the Recycling Carts with “oops” tags - a card explaining why the bin contents could not be collected (Attachment D). (see Section V, Subsection F)

Communication between County and Service Provider will be expected to occur on a daily basis, and the County expects prompt and professional responses by the Service Provider to County and/or citizen concerns. Service Provider will be expected to provide a high level of service, and should plan to have a supervisor available to respond promptly to County’s legitimate concerns. A supervisor will be available at all times throughout the day while collections may occur, specifically from 7:00 a.m. through 5:00 p.m. Monday through Friday and on any days and hours that may fall outside of the regular collection days and hours such as any make-up days that occur due to holidays, inclement weather or any other conditions that may require the collection of recyclables outside the regular Monday through Friday 7:00 a.m. through 5:00 p.m.

Schedule

| <i>DATE</i>  | <i>EVENT</i>   |
|--|--|
| December 18, 2013  | <i>Issuance of RFP.</i>  |
| January 2, 2014  | <i>Mandatory Pre-Proposal Conference.<br/>Time: 2:00 PM at the Solid Waste Administration Building, 1207 Eubanks Road, Chapel Hill</i>   |
| January 9, 2014  | <i>Deadline for submittal of questions. Submit questions via email to dcannell@orangecountync.gov</i>  |
| January 16, 2014   | <i>Proposal Submission. Proposals are due by 3 p.m. on this date, at the County’s Purchasing Department, <b>200 South Cameron Street – PO Box 8181, Hillsborough NC 27278</b>. All Proposals will be held in a secure place until this date.</i> |
| January 2014   | <i>Evaluation of Proposals by Evaluation Committee</i>   |
| February 4, 2014   | <i>Anticipated Contract Award by Board of County Commissioners.</i>  |
| As soon as June 2 but no later than <b>June 30, 2014</b> | <i>Begin Urban Curbside Recycling Collection Services.</i>   |

**IV. Accuracy of RFP and County Rights and Options**

**A. Accuracy of RFP and Related Documents:**

The County assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this procurement process. In addition, the County will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the County other than those provided by the County through the issuance of Addenda. In no event may a Service Provider rely on any oral statement by the County or its agents, advisors or consultants.

Should a Service Provider find discrepancies or omissions in this RFP or any other documents provided by the County, the Service Provider should immediately notify the County of such potential discrepancy in writing and a written addendum will be made available to each Service Provider, via email or postal mail, if the County determines clarification to be necessary. Each Service Provider requesting an interpretation will be responsible for delivering such requests to the County's designated representative as indicated in **Section X**.

## **B. County Rights and Options:**

The County at its sole discretion reserves the following rights:

To cancel this RFP with or without the substitution of another RFP;

To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the County;

To issue additional requests for information;

To require one or more Service Providers to supplement, clarify or provide additional information in order for the County to evaluate the Proposals submitted;

To conduct investigations with respect to the qualifications and experience of each Service Provider;

To waive any defect or irregularity in any Proposal received;

To reject any or all Proposals;

To award all, none, or any part of the Services that is in the best interest of the County, with one or more of the Service Providers responding, which may be done with or without re-solicitation.

To discuss and negotiate with selected Service Provider any terms and conditions in a Contract including but not limited to financial terms; and to enter into any Contract deemed by the County to be in the best interest of the County, with one or more of the Service Providers responding.

## **V. Details of Service**

### **A. Contract Agreement**

Services provided by Service Provider shall be managed by a Curbside Recycling Agreement. The term of the Agreement between County and Service Provider will be for an initial five (5) years. Service Provider, with the approval of the County may commence the new service prior to June 30, 2014 but no sooner than June 2, 2014 and not later than June 30, 2014. The initial period of the proposed Agreement will become valid on start date of service through June 30, 2019. In this case, the initial term of the agreement will reflect the correct number of weeks or days prior to June 30, 2014 to coincide with date when the new services begin. At the close of the initial five (5) year term the contract may be extended at the option of the **County** and with the agreement of Service Provider to include one (1) additional five (5) year renewal period.

Any contract agreement entered into by the Department of Solid Waste Management is contingent upon funds being appropriated annually by the Board of County Commissioners. Additional terms will only be extended assuming that the performance of the Service Provider is satisfactory

The Scope of Services outlined in this RFP is intended to inform Proposers of the level of service expected by the County. Proposers that cannot provide services as outlined in this RFP must clearly take exception to specific items in their Proposal.

## **B. Collection of Recyclable Materials**

Service Provider shall collect and remove all properly prepared Recyclable Materials once each week (regardless of weather conditions, see Adverse Weather Policy) from all single family homes, and adjacent small businesses, schools, and churches within the residential areas located within the Town limits of Carrboro, Chapel Hill, and Hillsborough, NC. Service Provider shall pass each household or other eligible location once per week and collect materials set at the curb (or agreed upon location in the case of handicapped/disabled citizen). Collection shall take place no earlier than 7:00 a.m., and no later than 7:00 p.m.

Service is typically provided at curb on public streets, though there are some instances where Service Provider will be expected to provide service on private streets and in other non-standard fashions. Typically, if a private street is not accessible to the standard recycling collection vehicle, the residents are asked to bring their Recycling Carts to a specific collection point such as the intersection with a public street. In several cases collection services are provided in public and private alleys. There are many cases, especially in downtown areas, where the recycling collector is expected to back the collection vehicle into or out of small streets that do not allow for the vehicle to turn around.

Upon servicing Recycling Carts, Service Provider will place emptied Carts back to their original location in such a manner as to ensure that emptied Carts do not interfere with the flow of vehicle or pedestrian traffic, mail delivery, driveway access, or other receptacles at the curb such as garbage and yard waste carts. Service Provider shall take care not to damage Carts or personal property of serviced Units.

The curbside recycling program provides service to Handicapped/Disabled citizens. Citizens interested in this service must request this from the County, and must meet the County's eligibility requirements. When servicing a Handicap/Disabled Resident, the collector will retrieve the Recycling Cart/Bin from a designated area, service the receptacle, and return the empty Cart/Bin to the designated location. Service provision to these citizens may require that Service Provider walk up steep or long driveways and into back yards. This service is presently provided to approximately one hundred thirty five (135) Residents throughout the service area. At present disabled residents are serviced by the regular collection crew on the same day as the other households on the same street, though Proposers may suggest alternative service arrangements for these citizens. There is no limit to the number of Residences that are eligible to receive this service, though County does not anticipate that the number of Residents requesting this service to drastically increase. County retains responsibility for designating eligibility for this service.

Non-residential facilities such as churches and small businesses located in or adjacent to residential areas may also be allowed to participate in the curbside recycling program at the County's discretion. Curbside service is limited to those non-residential facilities that generate household-like quantities of Recyclable Materials. Typically, curbside recycling collection routes are limited to residential areas, with a few notable exceptions such as Weaver Street and West Main Street in Carrboro. County does not anticipate increasing the Curbside Recycling Provider's role in the provision of services to non-residential / commercial entities.

Route scheduling is a critical part of the ongoing success of the recycling collection program, and well planned routes are a key aspect of a successful transition from one Service Provider to another Service Provider. Collection routes and schedules will be prepared by Service Provider

and approved by the County. See Section V, Subsection I for greater detail of County's requirements for routing.

Service Provider shall assist in collection effectiveness by ensuring that any materials spilled in the process of recycling collections, or any overflowing recyclables, are collected and placed in the truck. Collectors shall carry a broom and dustpan to sweep up any broken glass or litter that occurs in the process of recycling. Failure to clean up verifiably spilled recyclable materials on the day of report of said spillage may result in the assessment of penalty fines by County. This penalty may be assessed at the amount of \$25.00 per day for each verifiable occurrence of spilled recyclable material that is not cleaned up within the following timeframe: if the Service Provider is notified of spilled materials before 10:00 am of a scheduled collection day, the Service Provider must have the material cleaned up by 5:00 pm of the same working day. If Service Provider is notified of the spilled material after 10:00 am of a scheduled collection day, the material must be cleaned up by 10:00 am the following collection day. Provider's collection vehicles must also carry a spill kit to manage any spills or leaks of vehicular fluids, such as oil, hydraulic fluid, transmission fluid, fuel etc. Any spills or leaks will be the responsibility of the Provider, including the management of subsequent cleanup and abatement and compensation for damages if necessary.

The Service Provider shall immediately notify County of any and all damage claims, incidents, accidents or spills that occur during the course of the collection activities that involve the Service Provider. Any and all accident, incident, damage or spill claims shall be investigated within the following timeframe: If the Service Provider is notified of any damage claims including spills before 10:00 am of a scheduled collection day, the Service Provider must start the investigation by 5:00 pm of the same working day. If Service Provider is notified of the incident after 10:00 am of a scheduled collection day, the investigation must begin by 10:00 am the following scheduled collection day. The Service Provider shall provide County with a full explanation of the disposition of any complaint involving a Customers claim of damage to public or private property as the result of actions of the Provider's employees, agents, or sub Service Providers prior to the customers next regularly scheduled service day. Provision of photographic evidence of the damage by the Service Provider when the damage occurs is highly encouraged.

No uncontaminated recyclable materials collected in this program shall be landfilled. Landfilling or incinerating recyclables shall result in a penalty of \$500 per incident of unauthorized disposal to a landfill or incinerator.

Service Provider shall, at its own cost and expense, furnish all of the labor, equipment and associated costs required to perform Urban Curbside Recycling Services as outlined in this RFP.

Municipal service area collection performed by Service Provider may be expanded or contracted as budget and other constraints permit.

Service Provider is encouraged to use non-petroleum based fuels or blends such as biodiesel or B-20 that contain a blend of vegetable oil and diesel fuel in an effort to minimize particulate and sulfur emissions.

### **C. Recycling Carts, RFID Data Management and Service Verification**

After a thorough investigation of several types of recycling containers/carts and associated cart management programs, service verification programs and data management programs the County declares its intent to recommend purchase of 95 gallon Rehrig recycling carts (containers) with imbedded RFID inlay with specifications that includes passive UHF and have an optimal operating frequency of 860 - 960 MHz and have an operating temperature of -40°F to +149°F. The dry inlay will meet ISO/IEC 18000-6C and EPC global C1G2 protocol.

The County also intends to utilize Rehrig's Container Asset Recovery Tracking System (C.A.R.T.S) for cart management and service verification program and will require the Service Provider to pay for the cost of the service verification portion of the system.

The County intends to require the Service Provider to use an RFID system to be mounted to the collection vehicles that is equivalent to the Rehrig's All-In-One RFID Reader (RPCAIO- RFID Reader). The truck-mounted readers must be compatible with the C.A.R.T.S program. The RFID systems on the Service Provider's collection vehicles must be able to transmit their data to Rehrig's C.A.R.T.S. asset management, service verification and data management software through cellular (real time data transfer) network.

The Service Provider must indicate as part of its proposal, its specific experience and familiarity with RFID systems and its maintenance department's capability to manage and move the readers' properly.

Service Providers offering a proposal can state their preferred options for readers but the County requires that the Service Provider's proposed hardware system will easily communicate and coordinate data collection with the County's use of Rehrig's C.A.R.T.S. program. Reader Data Communication to servers should connect through the CDMA GSM Module (for real-time communications).

#### **D. Collection Impediments**

Some routes may have a number of collection impediments that may require special effort to accomplish this level of service.

##### **1. On Street Parking.**

Certain neighborhood streets permit "on-street parking" which may present impediments to Residential Recycling Collection Services, especially automated Services.

##### **2. Southern Village (Narrow Alleys)**

There is a neighborhood in Chapel Hill that includes about 525 single family and attached single family residences (See Attachment C) that have private service alleys in the rear of the unit. These residences currently get their garbage collected in the service alleys. The service alleys behind the homes do not meet town standard, thus may be too narrow for a side loading vehicle to collect and the turning radiuses do not accommodate standard collection vehicles. These residences currently have their 18 gallon bins collected in the front of each unit on the street.

It is desired by County that these units are served with carts at the same cost as all other units, however the County understands that this may not be possible and requests that the proposers evaluate the possibility of collecting Recycling Carts in these service alleys, verse the public street, and clearly indicate the additional cost, if any, of adding this special service to the program.

##### **3. Narrow Streets with difficult collection points**

If an area is permanently inaccessible to the standard collection vehicle due to street configuration, width, topography, or other existing built environmental characteristics, but said area is not blocked due to construction or some other obstacle, County may require Service Provider to provide service from an alternative collection vehicle such

as a pick-up truck. County may only require this of Service Provider when there are no other reasonable options for provision of recycling collection service.

An example where County may require Service Provider to provide service from a pick-up truck might be the case of a public street in Chapel Hill that is too narrow to accommodate safe passage of the standard recycling collection vehicle. Currently the County has Service Provider service seven (7) streets with a total of 44 units with a pick-up truck. Use of a pick-up truck by Service Provider for the collection of recyclable materials shall be negotiated on a case-by-case basis. The following are streets (with the number of units per street) that may be too narrow to accommodate safe passage of the standard recycling collection vehicle:

- Bowling Creek (4 Units)
- Carolina Avenue (8 Units)
- Cobb Terrace (13 Units)
- Davie Lane (6 Units)
- Friday Lane (2 Units)
- The Glen (3 Units)
- Yates Alley (8 Units)

#### **4. Infrastructure Renovation/Streets Blocked by Construction**

Periodically major renovation is necessary to maintain the infrastructure of the towns. This includes such activities as replacing gas, water and sewer lines, surfacing or resurfacing streets, rebuilding storm drainage systems and replacing wiring for telephone, electricity, or cable television. If the County is notified in advance of these activities, the department will notify the Service Provider. However, it is common for work to be initiated without prior notification. Alternate Residential Recycling Collection Services must be provided during this period of disruption. The Service Provider should evaluate each circumstance individually to determine the appropriate alternative. The County shall be promptly notified of the nature of the disruption, its location, and the alternative employed or proposed to be employed to provide Service. No additional fees shall be payable to the Service Provider for Services provided under these conditions.

#### **E. Procedures and Penalties for Missed Pick-Ups / Failure to Collect**

Service Provider must provide an office telephone number, email, mobile phone number and fax number to which County may direct its formal complaint notifications. The office telephone number shall be physically located at an operational facility staffed by Service Provider personnel able to convey complaint information to Collection personnel and Project Management as complaints are received during the hours of 7:00am through 5:00pm, Monday through Friday.

All calls from residents relating to missed pick-ups and other citizen concerns shall be directed to County rather than the Provider. The County will document all calls, and then notify Service Provider via email, fax or other written notification. In the case of a missed pick-up reported by County (late set-outs excluded), Service Provider shall collect the Recyclable Materials within the following timeframe: If County notifies Service Provider of a missed pick-up before 10:00 am of a scheduled collection day, the Service Provider must have the missed collection rectified by 5:00 pm of the same working day. If Service Provider is notified of the missed collection after 10:00 a.m. of a scheduled collection day, the missed collection must be rectified by 10:00 a.m. the following scheduled collection day. The County must be promptly notified when missed collections and citizen concerns have been resolved. The burden of proof for determining whether a complaint call was a late setout will be with the Provider. The C.A.R.T.S RFID

system is a useful tool to assess claims and that data may be used as evidence by Service Provider for proof of time of service for each unit that claims to be a missed collection.

If County receives a report of five (5) or more missed collections in one area on a working day that is followed by a non-working day, Service Provider will provide collection by 5:00 p.m. the following day, excluding holidays. For example if County receives notification of five (5) or more missed collections on one street, or in one neighborhood at 4:30 p.m. on a Friday and notifies Service Provider of the reported misses by close of business on that Friday, will provide collection by 5:00 p.m. on Saturday (assuming that Saturday is not a recognized holiday).

If Recycling Carts which were recorded by County as not collected by Service Provider are not collected within the stipulated timeframe outlined above following written notification of Service Provider by County, County may levy penalties equal to \$25 per Unit per day not collected. To avoid the penalty, Service Provider must provide legitimate explanation for non-collection within the stipulated collection timeframe outlined above if the Cart was unable to be collected for a certain reason.

Response to complaints as registered by County does not necessarily mean collection of recyclables if it can be shown by Service Provider that the recyclables were set out after the prescribed pick up time (late set-outs), or if it can be demonstrated that the materials were improperly prepared or that the Recyclable Materials were inaccessible (see Section IV, subsection F).

Excessive Missed Collections may be considered a default condition. Accordingly, the Service Provider must pay liquidated damages in accordance with the following:

- The Service Provider shall collect missed collections within the stipulated timeframe outlined above; and
- Starting with the fifth (5<sup>th</sup>) unresolved missed collection within the stipulated timeframe in any thirty (30) day period, liquidated damages in the amount of four hundred dollars (\$400.00) per occurrence will be assessed to the Provider.

Within the past two years the County has assessed at least one penalty to current Urban Curbside Recycling Service Provider in the amount of \$425 for failure to collect within time-frame listed above after receiving notice of a missed street from the County.

## **F. Refusal to Pick-up**

### **1. Improperly Prepared Materials**

Service Provider shall not refuse to collect any reasonably prepared Recyclable Materials. When and if Recyclable Materials are not collected due to improper preparation or unapproved Recycling Cart, a properly executed notice (Oops Tag) must be attached to cart by Service Provider with the rejected materials and/or rejected Cart. The forms for notification (Oops Tags) are to be designed and approved by the County but shall be printed by the Service Provider at the Provider's expense. (A copy of the current Oops tag is included as an attachment to this RFP.) Current Service provider estimates that 50-75 oops tags are put out per month for improperly prepared bins, contamination, unacceptable items, etc. The current Service Provider notes that due to high student occupancy of units near the University of North Carolina - Chapel Hill most oops tags are distributed more frequently in and around the University campus. This notice must accurately describe why the Cart contents or Recyclable Materials were not collected. The burden of proof for determining whether a properly completed Oops Tag was left with rejected material will be with the Provider.

Service Provider may refuse to collect any material that is not a listed Recyclable Material, or any Recyclable Material that is contaminated to the extent that it is no longer recyclable. Failure on the part of Service Provider to leave proper notice (Oops Tag) when refusing to collect improperly prepared materials may result in County assessing a \$50.00 penalty for each verifiable occurrence.

If a small number of non-recyclables are placed in the Cart with other Recyclable Materials, Service Provider shall collect Recyclable Materials and reject non-recyclables, leaving an appropriately completed Oops Tag. If Recyclable Materials are thoroughly intermixed with non-recyclable materials in the Recycling Container, Service Provider may refuse to collect. Service Provider shall report to County all oops tags left at the end of the service day using RFID reader software or other means approved by County.

If recyclable materials are placed in an unapproved recycling container (i.e. a plastic bag, an unapproved cart, cardboard box, or 18 gallon bin *with exception to those identified by county as handicap disabled*) Service Provider may refuse to collect with an appropriately completed Oops Tag.

The County, at its discretion, may ask Provider to accept Recyclable Material outside the Cart under limited, special and reasonable circumstances.

## 2. Inaccessible Recyclable Materials

In a situation where a street is unexpectedly inaccessible to the Provider's collection vehicle due to an improperly parked vehicle, utility work, construction work, or any other obstruction rendering a roadway completely or partially blocked, Service Provider may attempt to service said street later that same day, either by sending the collection vehicle back, or by sending someone with a smaller vehicle to collect the materials. If Service Provider cannot provide service on the scheduled day, Service Provider must report the exact locations to County on the day that service is scheduled to be provided before 5:00 p.m.

In the case where an area is inaccessible to standard collection vehicle for an extended period due to utility work, roadwork, construction or some other obstacle, County may require Service Provider to service from a smaller vehicle until such time as the area is again accessible to the standard collection vehicle. This does not include the areas that permanent collection impediments as referenced in Section V subsection D.

## **G. Cooperation between County and Provider**

It is expected that the Service Provider will work closely and meet frequently with County's designated urban curbside program manager regarding program operation and the County public awareness program. Regular meetings of this type will be essential to insure the success of the County curbside recycling program. At these meetings, the details of specific problems and the success or failure of particular public awareness strategies and activities can be reviewed and evaluated. At times these meetings may include representatives from the Towns of Carrboro, Chapel Hill and/or Hillsborough.

## **H. Supervisor**

A high quality of service to the citizens of Orange County is essential to successful Service Provider performance. In order to ensure that service is maintained at a high level, local supervision directly responsible for this curbside operation is required. The supervisor must be within an hour's drive of any of the three municipality limits. This supervision is expected to

provide the critical hands-on direction to the Provider's employees, as well as providing someone who can respond quickly to complaints or problems. Service Provider shall provide their Supervisor (and their designated back-up in absence of Supervisor) with a cell phone or other means to communicate directly, regularly and immediately with County's curbside recycling program manager.

Proposer is expected to specify in its Proposal this position's responsibilities, including where this person will be located/based, and provide details on the planned method of communication between the Supervisor and the County's representative. Proposer must also provide a resume' for the individual expected to be in this position (or a detailed job description if exact personnel are not yet known). The Service Provider must also provide information regarding the Supervisor's back-up and indicate clearly when the backup will be the primary point of communication during the Supervisor's absences due to vacation, illness etc. Provider shall always have an available Supervisor to respond to County concerns during operating hours (7:00 a.m. to 5:00 p.m, Monday through Friday).

### **I. Routing**

Collection routes will be prepared by Service Provider in coordination with County and C.A.R.T.S. representative with final approval by County. Each household must clearly understand the day of the week that recycling service will be provided so they know when to place their Recyclable Materials at designated collection point. This will be especially crucial should the County decide to change from weekly curbside recycling collection to bi-weekly curbside recycling collection. Once routing is established, the County will inform the households on each route of their schedule. The County understands that minor adjustments to routes may be necessary periodically, especially during the beginning of a new contract. Changes to curbside routes are a major task, operationally and public relations-wise, and must be kept to a minimum. When and if re-route is initiated by Service Provider for the benefit of Service Provider, County can ask for Service Provider to pay for reasonable expenses related to promotion and education of re-route. Unless there is an urgent reason for doing so, Service Provider will be limited to making no more than one major routing change a year, though County hopes that the need for major reroutes will be minimal. County expects that thorough and detailed planning of collection routes will take place by the successful Proposer. County also understands that route changes may need to take place following a significant increase in the number of units serviced such as may take place during a large annexation. Any changes to collection routes must be pre-approved by County.

During the initial scheduling of routes the County will provide the current garbage routes of the Town of Carrboro and the Town of Chapel Hill and will request that the Service Provider try to match these routes to the extent possible. Though the County would like the existing garbage routes to be considered, the County will give precedence to recycling program routing efficiencies.

**Specific Routing Requirement for the Town of Hillsborough:** The Town of Hillsborough must be routed so as to occur on Wednesdays as they are currently scheduled. The scheduled collection day for Hillsborough must be Wednesday under either the weekly or bi-weekly collection options.

All routes will be documented on detailed route maps that show all areas to be collected. Route maps should coordinate with the C.A.R.T.S. software as well as be in a format readable by ESRI ArcGIS 10.0 or greater. Service Provider must also provide route lists compatible with excel with address and day of collection. A list of all addresses with associated collection days is available electronically upon request.

## **J. Holiday Schedule**

Holiday schedules for the curbside recycling program will be based on the County's Fiscal Year, and are to be negotiated annually and determined by County and Provider. It is expected that in April of each year, County and Service Provider will meet and jointly determine the Holiday Schedule for the coming Fiscal Year (July 1 through June 30).

Holidays with no collection may include Thanksgiving Day and New Year's Day. There will be no consideration of collection on Christmas Day. Other holidays may be entertained. If a holiday falls on a day not regularly scheduled for services (i.e. on a Saturday or Sunday) no change in collection schedule will occur.

With County's approval, Service Provider may decide to work on holidays, or may choose to reschedule collection so as to observe holidays. In case of rescheduling of service due to the observance of a holiday, the service day may be rescheduled to another day during the week without impacting the schedule of other days (i.e. Thursday's collection may be rescheduled to take place on Saturday).

When collection schedules are reorganized to accommodate a holiday, or if Service Provider chooses to work on a holiday, there will be no additional charge for collection, even if Service Provider is required to work on a weekend.

## **K. Title to Material/ Designated Processing Facility**

All Recyclables collected under the Contract shall be the property of the County unless otherwise negotiated. A truck mounted camera that is mounted so as to view hopper operations working in conjunction with the RFID reader will aid in the identification of location of contamination. Therefore, Service Provider is encouraged to provide for camera surveillance of the hopper but at a minimum require collectors to visually observe daily dumping hopper operations and to document/log gross contamination so that County may attempt to correct residential use of recycling carts.

The Service Provider shall be required to transport and unload all Recyclables collected as part of the Contract at the Designated Processing Facility and shall observe the hours of operation of this facility. The County reserves the right to change or alter the location and/or the hours of operation of the Facility as needed. Should the County change the hours of operation or location where material shall be delivered to of greater distance than that previously designated, and provided such new destination results in documented increased costs to the Provider, the Service Provider may request additional compensation from the County for its demonstrated increased costs. Such argument for change in costs must be based on the increased distance (if any) from the Contract Area and the new Designated Processing Facility, using 1514 Eubanks Road as a base point. Likewise, if the distance to the new processing site is decreased, the County and the Service Provider may agree to lower the fee for collection.

It is the responsibility of the Service Provider to identify contamination while collecting on route. If there is a recurring issue of contamination the Service Provider must identify the source of the Contamination and work with County to reduce and eliminate it.

All material that is delivered should be the material collected from contract collection area unless otherwise agreed upon.

It is the intention of the County to own the material, however, if the County and Service Provider find that it is in their mutual interest to change ownership it can be negotiated at any time. The Designated Processing Facility is:

Orange County Solid Waste Management  
1514 Eubanks Road  
Chapel Hill, NC 27516

The current Designated Processing Facility is owned and operated by County. No tip fee will be assessed or charged for loads of recyclables collected by the Service Provider under this Contract. It is assumed that no tip fee will be charged to the Service Provider for the duration of the contract term. Should conditions change during the contract term and tip fees will be assessed then Service Provider may request additional compensation from the County for its demonstrated increased costs.

**L. Public Awareness Program**

County shall develop, implement, and maintain a Curbside Recycling Public Awareness Program. Service Provider agrees to materially assist County with public relations and education efforts by ensuring that Provider's collection crews maintain a supply of program brochures furnished by the County to distribute to individuals as needed. Additionally, Provider's employees are to understand, at least in a generic manner, how materials are collected and processed and must be able to convey this information to citizen's who inquire about the program.

**M. Adverse Weather Policy**

In no case will an employee of the County direct a Service Provider to work in conditions that the Service Provider determines to be unsafe. In no case will an employee of the Department of Solid Waste Management knowingly allow a Service Provider to operate in conditions that the employee deems to be unsafe.

To minimize inconvenience to the public when services are cancelled, efforts will be made to reschedule the missed day. If a weather event necessitates cancellation of services for only one day, that one day will be rescheduled for the following Saturday. When a weather event necessitates cancellation for multiple days, only the first cancelled day will be collected on the following Saturday and the succeeding cancelled days will not receive a make –up day and will be collected on their next regularly scheduled service day.

If a severe weather event develops after work has begun, the decision to cease collection operations will be the Provider's unless the County determines that it is in its interest to issue an early closing. Decisions to cease service shall be communicated between the parties designated managers within one hour of the decision. In the event of an early closing, if service is able to begin the next day, then service shall resume where it left off at the time of early closing, and then the scheduled collection for the current day will commence and if necessary will be completed on the following Saturday. If the weather event prevents service from operating on the following day, the remaining work that went undone on the day of early closing shall be canceled, not to receive service until the next regularly scheduled day.

During severe weather events, the Service Provider has the right to refuse to service streets or portions of streets that it deems either unsafe to service, or unserviceable due to some other obstruction. Service Provider must immediately inform County of any and all locations that are skipped due to being deemed unserviceable. Contract Reasonable efforts shall be made to service such areas as soon as possible.

In the event of severe weather or other event that necessitates the temporary cancellation of recycling services, if no make-up day is scheduled, County may negotiate with Service Provider and receive a reduction in the cost of services for services that were not rendered. If collections are rescheduled, Service Provider shall perform rescheduled collections at no additional cost to County.

#### **N. Safety**

Proposers are required to provide copies of their Safety Plan as part of this RFP. Service Provider certifies that it will follow the safety policies in effect, and that Service Provider takes all reasonable and necessary measures to protect Provider's employees and the citizens of Orange County (i.e. Strobe lights on truck shall be flashing at all times while on route and all employees must wear professional high visibility uniforms). Additionally, Service Provider certifies that its employees are fully informed of said safety policies.

Consideration will be given only to Bidders who are experienced in the class of work proposed, who can refer to projects of similar magnitude and/or character that have been completed by them, and who can document effective safety management.

#### **O. Tracking, Data Collection, Management and Reporting**

The County desires to maximize the accuracy of data reported on the County's residential recycling program. The Service Provider (at Service Provider's cost) must equip each collection vehicle with radio frequency identification tag (RFID tag) reader to allow precise data tracking of units serviced. The RFID tag readers will be at the expense of the Provider. The data generated will be used to provide tracking reports and maintain a database showing the number of units serviced. This master database showing cart assignments by RFID may be used to maintain the billing system for the County and for payment to the Provider.

The reader must be compatible with software that is able to deliver the County with a minimum of the following information:

- The ability to report cart contamination by address
- Participation rate by route
- Set out rate by route
- Must be secure. Information gathered from RFID must be maintained in confidential manner.
- Web based access to real time information
- County will have real-time access through internet-based application to the location of Provider's collection vehicles and other data that is enabled by the use of RFID and GPS vehicle tracking systems.

Details regarding the RFID tag reader and the reporting system desired by County shall be finalized after the contract has been awarded.

It is the intent of the County to use the C.A.R.T.S RFID hardware and software to collect information through web-based tracking software. This software will be available 24/7/365. The only elements required for access to this software is a web browser and live internet access. There will be customizable tiered levels of security access. Data is the property of the County and shall not be shared, sold or otherwise made available to others without County authorization. The data will be monitored by County daily to ensure accuracy and consistency in reporting. Service Provider will have the ability to generate reports daily, weekly, or monthly based on container activity, such as service verification, and any others requested by the County. Reports should be able to be viewed in PDF format or downloadable in an Excel format.

Service Provider shall provide monthly project reports to County during the contract period, to be due on or by the 14<sup>th</sup> day of the month following the month for which the report is being made. Invoices will not be paid without submittal of accurate and complete reports. At a minimum, the reports shall include:

1. Summaries of the tonnages of all Recyclable Materials recovered by route and jurisdiction;
2. Participation rates in terms of weekly household set-out counts. The set-out counts shall be broken down by the three Towns;
3. Summaries of the total truck hours required for the collection vehicles to collect, transport, and unload the recyclable materials;
4. Monthly productivity calculation shown in units of homes collected per truck hour; and
5. A short summary of program highlights, problems and measures taken to resolve misses, untagged carts and other collection problems, and measures taken to increase efficiency and household participation.
6. Provide access to all information gathered by RFID reader.

Service Provider is also responsible for providing an Annual Report to County. This Annual Report shall be due on or by January 31<sup>st</sup> of each year that the Contract is in effect. At a minimum the Annual Report shall include a summary of tonnage and participation rates information from monthly reports by route and jurisdiction.

#### **P. Compensation for Services**

Service Provider shall bill County for services on a monthly basis. County agrees to make payments to Service Provider within thirty (30) days of receipt by County of an accurate invoice and the required monthly data reports.

#### **Q. Equipment**

The Proposal shall include a detailed list of the equipment Service Provider will purchase to use in the project, including all accessories to be actively used in this project as front-line equipment or as backup. Equipment maintenance and aesthetics are very important to the County. The County will require that the Service Provider's front-line equipment be new equipment for this project. All new equipment to be acquired to accomplish this contract will be the responsibility of the selected vendor, and will be expected to be in service 110 days from Board of Orange County Commissioners execution of Contract with accepted vendor. Proposals must list equipment to be used by type and model, year of manufacture, note the anticipated delivery date of new equipment and the remaining useful life of existing equipment as of the date of the inventory. Proposal shall list and provide photographs of the contingency equipment available in case of new equipment not being available on first date of service, or in case of equipment failure of the specified equipment. Delivery guarantees by manufacturers shall be attached to the Proposal. If the new specified equipment is not available at the start of Contract, other equipment acceptable to the County and the selected vendor may be substituted until the specified equipment becomes available. This will be based on the County's acceptance of all interim equipment. County may elect to inspect this equipment. The Service Provider shall:

1. Provide all equipment necessary for the effective collection and removal of Recyclables;
2. Keep all equipment clean, neat in appearance, and in good repair for effective equipment maintenance services;
3. Keep all equipment free of excessive noise, odor, leakage, or emissions;
4. Clearly identify each piece of equipment with the Provider's name and vehicle number;
5. Duplicate vehicle numbers will not be allowed;
6. Provide adequate back up equipment such that uninterrupted Service shall be maintained at all times to include RFID reader(s) capable of transmitting data to C.A.R.T.S. software in real-time;
7. Contain Recyclables so that no material is spilled, leaked, or blown from the vehicle during transit to the Designated Processing Facility, if litter occurs in transit and is reported to County, Service Provider must collect litter when reported unless verified to the satisfaction of the County that litter did not occur due to Service Provider action or inaction.
8. Maintain equipment sufficient to handle the special requirements of adverse weather, intermittent volume fluctuations, and holiday overloads;
9. Ensure that all parts and systems of the collection equipment are operated and maintained properly;
10. Be responsible for any property damage claims or environmental cleanups caused by Provider's vehicles, equipment, and/or employees;
11. Take reasonable care to prevent damage to Recyclable Carts during collection, if carts are verifiably damaged by Service Provider negligence the County will deduct the cost of a new cart, assembly and delivery from monthly invoice;
12. Be responsible for locating and providing storage areas, which shall comply with all local and state ordinances, for all collection equipment at no cost to the County;
13. Supply the County with an updated, comprehensive list of all equipment, including equipment identification numbers and vehicle tare weights that shall be used in fulfilling the Contract and notify the County of additions or deletions of the equipment as they occur (After contract is awarded, County will ask that tare weights be established using the County's scale);
14. Any vehicle that is not on the daily list may be used under the contract only if: (1) the vehicle is listed on the Master Equipment List; (2) notification is given to the County;
15. Demonstrate that all equipment will be properly maintained and fully equipped to include RFID readers and provide a specific plan for operating scheduled collection routes when front-line equipment is down, and a plan for servicing equipment broken-down in the County's service area; and
16. All vehicles used in service will be properly be licensed as an approved Orange County Waste hauler as specified in the County Code of Ordinances.

Please note when specifying equipment for County's curbside recycling program that County requires all collection vehicles to be equipped with rear-facing body-mounted strobe-light/flashers, and County further requires that these strobe lights be operated the entire time these vehicles are operating in Orange County.

## **R. References**

All proposers shall supply with the proposal, a reference list of at least 3 municipalities or local governments performing a similar service with a minimum of 10,000 household units for a period of at least five years. **Complete and accurate contact names, addresses, telephone, and e-mail addresses must be provided.**

## **V. Contents of Proposal**

Customer Service is a critical element of curbside recycling collection and will be an important factor in selecting the Provider. It is important that Proposers provide sufficient detail on each of the items below to properly communicate their understanding of what is expected, and to convey the level of service that Proposer will provide to Orange County. Brevity, clarity, and responsiveness in proposals are encouraged. The inclusion of extraneous information not pertinent to the basic purpose of the RFP is discouraged. Proposals should at a minimum provide the following information in the exact order in which it is listed:

### **Statement of Understanding**

Provide statement attesting that all Details of Service as listed above are fully understood and agreed to. Clearly state any exceptions to the Details of Service as described in Section V.

### **Service Provider Staff / Personnel**

- List key members of the proposed management team, include resumes and a description of the function / responsibilities of each individual and their office location;
- Provide details concerning plan for number of collection staff and back-up personnel, as well as anticipated job duties;
- Provide Company organization chart illustrating relationship between Project Management and overall company organization; and
- Provide a list of subcontractors, if any, to be used in the course of performing Urban Curbside Recycling Services. Include the functions that will be assigned to subcontractors. All subcontractors must be approved in advance by County.

### **Program Design**

- Describe how service will be performed, must include the specific type of collection service proposed (i.e. semi-automated, fully automated, combination of both);
- Address operational component for servicing Handicap/Disabled citizens (i.e. will Handicap/Disabled citizens continue to use 18 gallon bins or use carts), and plan for managing missed collections;
- Plan for routing;
- Plan for tracking service collection data and provision of reports as described in Section V, subsection O.
- Proposed method of managing holidays;
- Plan for accommodating program growth, including larger scale annexations; and
- Plan for maintaining communication between Provider's Supervisor(s) and County.

### **Safety**

Provide Past performance of safety management by the Proposer and should include any OSHA citations issued to the Bidder for the past five years. Overall OSHA incident rates for frequency and severity for the past five years showing a comparison of Service Provider's record to standard industry rates. Proposers will provide a written summary of OSHA 200 logs for the past two years as well as EMR rating for the last three calendar years

### **Equipment**

Provide information as described in Section V, subsection Q above.

### **Cost of Service**

- The cost of service is to be quoted on a price per unit per month basis. The price shall be based on the total number of Units eligible to participate during any one month, not the actual number of Units participating. Proposers may submit alternative pricing schemes, but must at a minimum include a quote for the cost of service as specified. When estimating monthly revenue to be paid to Service Provider by County, please consider that the Urban Curbside Recycling Program currently services approximately 18,750 household units per week, and the number of households serviced may grow slightly each month. While the County makes no guarantee as to the number of households to be added to the program over the course of a year, for the last five years the number of units serviced has grown by an average of approximately 140 units annually.
- Each bidder is required to provide prices under Weekly Collection Option 1 and Bi-Weekly Collection Option 2.

Cost for Future Years: The cost of collection may be adjusted each Fiscal Year. Actual cost for future Fiscal Years is to be negotiated annually, and such negotiations shall be dictated by the terms and conditions of the Curbside Recycling Agreement. Changes in the cost of service must respect County's budget cycle and must be planned to correspond with County's Fiscal Year. In general, County expects that costs for future Fiscal Years shall increase or decrease as determined by a mutually agreed upon inflation factor. Past inflation factors have been based on the Bureau of Labor Statistics Consumer Price Index for Garbage and Trash for the Average County. County prefers the continued use of this index, but will entertain alternative indexes. Proposer shall attest that this provision is understood, and may suggest alternative index for use in determining price change for future fiscal years. County shall not accept pricing methods that allow for fuel surcharge.

### **VI. Required Meeting**

A mandatory pre-proposal meeting will be held at the Orange County Department of Solid Waste Management, 1207 Eubanks Road, Chapel Hill, North Carolina. This meeting will take place on Thursday, January 2, 2014. Firms planning on submitting a Proposal must have a representative at this meeting. The purpose of this meeting is to provide Proposers with an opportunity to discuss specific provisions of the Request for Proposals, and ask questions of County Purchasing and Solid Waste staff. Firms are encouraged to submit questions via email to [dcannell@orangecountync.gov](mailto:dcannell@orangecountync.gov) prior to this mandatory meeting.

### **VII. Bid Deposit**

In order to be considered all Proposals shall be accompanied by a Bid Deposit or Bid Bond in an amount not less than five (5) percent of the projected annual cost of service to be provided. The projected annual cost of service shall be determined by multiplying the proposed cost per unit per month by 18,500 and multiplying that by twelve (12). The Bid Deposit shall take the form of cash, certified check, cashiers check, or bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds. The Bid Deposit shall act as a guarantee that the selected Proposer will enter into a Contract Agreement with County in good faith to perform Urban Curbside Recycling Services. The Bid Deposit of selected Proposer will be forfeited to County in the event that selected Proposer fails to enter into a Contract Agreement to provide the specified services. Bid Deposits of all Proposers, including selected Proposer, shall be returned upon the execution of Contract Agreement with successful Proposer.

No Performance Bond will be required.

### **VIII. Process / Basis of Selection/Proposal Evaluation**

Based on the Proposals received, the County will select a Service Provider to provide Urban Curbside Recycling Services for either weekly or bi-weekly service. County and the selected Service Provider will then begin to finalize the specific terms of the Curbside Recycling Contract Agreement.

**The deadline for the receipt of Proposals is 3:00 pm Thursday, January 16, 2014. Proposals received after this time shall not be considered.**

**Proposals or any part thereof sent by facsimile or e-mail will not be accepted.**

**Sealed Proposals are to be submitted to David Cannell, Orange County Purchasing Department, 200 South Cameron Street – PO Box 8181, Hillsborough NC 27278.**

Submission of Proposals:

Each Service Provider must submit two (2) original hard copies Proposal (duplex on recycled paper) signed in ink by a Company official authorized to make a legal and binding offer along with the corporate seal, **and one electronic submittal. The electronic version must be a single pdf file on either a thumb drive or a CD.**

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the County. Proposals or any part thereof, received after that deadline shall not be considered, nor shall faxed Proposals, whenever received. Please do not arrive at the Proposal due date for the purposes of reviewing your competitor's Proposals. The Proposals will not be read aloud or made available to inspect or copy until Contract award.

A Service Provider shall be deemed as having been awarded the bid for this program when formal Notice of Award and executed contract documents are mailed by County to the Service Provider by certified mail, return receipt requested.

After negotiations on specific terms have been concluded, County will submit the contract agreement to the Board of County Commissioners (BOCC). Once approved by the BOCC, the Service Provider to whom the contract is awarded will be required to execute four (4) copies of the contract agreement.

The County intends to select the firm to perform the Urban Curbside Recycling Services based on the information provided in Proposals. Proposals will be evaluated based on the following criteria:

- A. Provision of Bid Deposit;
- B. Completion of Statement of Understanding;
- C. Cost of Service;
- D. Evaluation of Equipment to be used to perform services;
- E. Evaluation of Service Provider Staff / Personnel, including adequacy to provide services including collection, overall management, daily supervision, program support and back-up;
- F. Evaluation of Program Design, including completeness, response to specifics as outlined in Details of Service (Section V), and how proposed Program Design aligns with County expectations and demonstrates Proposer's understanding of services sought by County;
- G. Experience providing similar type of services/references from others to whom service has been provided in the past five years.
- H. Proposer's historical compliance with Orange County policies and regulations;
- I. Post proposal interview as desired by County;
- J. References; and
- K. Safety/Record as described and documented in Section V subsection N.

**IX. Attachments**

- A. Example of Contract
- B. Maps of Areas to be serviced
- C. Southern Village Map
- D. Copy of Current Oops Tag

**X. Questions / Concerns**

You may direct questions or concerns to David Cannell at [dcannell@orangecountync.gov](mailto:dcannell@orangecountync.gov) (preferred) or 919-245-2651. Additional questions can be posed during the required pre-proposal meeting. All Firms invited to respond to this Request For Proposals shall be copied on questions and answers deemed pertinent to all.

EXECUTION OF PROPOSAL

PROJECT NAME: Urban Curbside Recycling Services

PROPOSAL REQUEST NO. \_\_\_\_\_

THIS PAGE MUST BE FULLY EXECUTED AND SIGNED FOR THE PROPOSAL TO BE CONSIDERED.

The person executing the proposal, on behalf of the vendor, being first duly sworn, deposes and says that:

- (1) He or she is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (2) Neither he/she, nor any official, agent or employee of the vendor has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competition in connection with this proposal; and

SIGNATURE OF PROPOSER \_\_\_\_\_

\_\_\_\_\_  
(Print full name of corporation)\_\_\_\_\_  
(Address - County- State - Zip Code)Attest \_\_\_\_\_  
(Secretary/Assistant Secretary)By: \_\_\_\_\_  
President/Vice President/Assistant Vice President)

Printed: \_\_\_\_\_

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

CORPORATE SEAL:

Federal ID. or Social Security Number \_\_\_\_\_

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_

\_\_\_\_\_  
Title  
My Commission Expires \_\_\_\_\_

**COUNTY OF ORANGE  
DEPARTMENT OF FINANCIAL SERVICES  
PO BOX 8181  
HILLSBOROUGH, NORTH CAROLINA 27278  
PROPOSAL FORM**

The undersigned declares that they have examined the Notice To Bidders, Instructions To Bidders, and Specifications and is informed fully with regard to all terms and conditions pertaining thereto and agrees that if this proposal is accepted within ninety (90) days, the undersigned will supply and deliver, as ordered, all equipment as required under these specifications at the prices set forth below:

| Option | Description   | Qty    | unit cost per unit/ month | Monthly cost |
|--------|---|--------|---------------------------|--------------|
| 1      | Weekly Collection   | 18,750 |                           |              |
| 2      | Bi-Weekly (every other week) Collection   | 18,750 |                           |              |
| ALT 1  | Southern Village Back Alley Service<br><br>Incremental increase per unit per month to provide curbside service in the back alleys of 525 units in the Southern Village neighborhood in Chapel Hill (Described in Section V Subsection D-2). |        |                           |              |

**Please confirm receipt of addendum**

**Addendum #1** \_\_\_\_\_ **Addendum #4** \_\_\_\_\_  
**Addendum #2** \_\_\_\_\_ **Addendum #5** \_\_\_\_\_  
**Addendum #3** \_\_\_\_\_ **Addendum #6** \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

(Above name printed or typed)

Phone: \_\_\_\_\_

[Departmental Use Only]  
 TITLE  
 FY

**NORTH CAROLINA**

**SERVICES AGREEMENT OVER \$90,000.00  
 RFP – NO REIMBURSABLE EXPENSES**

**ORANGE COUNTY**

This Services Agreement (hereinafter “Agreement”), made and entered into this            day of           , 2014, (“Effective Date”) by and between Orange County, North Carolina a body politic and corporate of the State of North Carolina (hereinafter, the "County") and           , (hereinafter, the "Provider").

**WITNESSETH:**

That the County and Provider, for the consideration herein named, do hereby agree as follows:

**1. Services**

a. Scope of Work.

- i) This Services Agreement (“Agreement”) is for professional services to be rendered by Provider to County with respect to (*insert type of project*): Urban Curbside Recyclables Collection Services within the three municipalities in Orange County, North Carolina (Carrboro, Chapel Hill and Hillsborough). Service will be weekly collection in 95 gallon roll carts for approximately 18,500 units.
- ii) By executing this Agreement, the Provider represents and agrees that Provider is qualified to perform and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional and timely manner.
- iii) Time is of the essence with respect to this Agreement.
- iv) The services to be performed under this Agreement consist of Basic Services, as described and designated in Section 3 hereof. Compensation to the Provider for Basic Services under this Agreement shall be as set forth herein.

**2. Responsibilities of the Provider**

- a. Services to be provided. The Provider shall provide the County with all services required in Section 3 to satisfactorily complete the Project within the time limitations set forth herein and in accordance with the highest professional standards.
- b. Standard of Care.

- i) The Provider shall exercise reasonable care and diligence in performing services under this Agreement in accordance with the highest generally accepted standards of this type of Provider practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. Provider is solely responsible for the professional quality, accuracy and timely completion and/or submission of all work related to the Basic Services.
- ii) Provider shall be responsible for all errors or omissions, in the performance of the Agreement. Provider shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the County.
- iii) The Provider shall not, except as otherwise provided for in this Agreement, subcontract the performance of any work under this Agreement without prior written permission of the County. No permission for subcontracting shall create, between the County and the subcontractor, any contract or any other relationship.
- iv) Provider is an independent contractor of County. Any and all employees of the Provider engaged by the Provider in the performance of any work or services required of the Provider under this Agreement, shall be considered employees or agents of the Provider only and not of the County, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Provider.
- v) Provider agrees that Provider, its employees, agents and its subcontractors, if any, shall be required to comply with all federal, state and local antidiscrimination laws, regulations and policies that relate to the performance of Provider's services under this Agreement.
- vi) If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials Provider represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.

### 3. Basic Services

#### a. Basic Services.

- i) The Provider shall perform as Basic Services the work and services described herein and as specified in the County's Request for Proposals (the "RFP") "RFP Number \_\_\_\_\_ for "Urban Curbside Recycling Collection Services" issued \_\_\_\_\_, 20\_\_\_\_\_, and the Provider's proposal, which are fully incorporated and integrated herein by reference together with Attachments A (RFP and associated addenda) (designate all attachments). In the event a term or condition in any document or attachment conflicts with a term or condition of this Agreement the term or condition in this Agreement shall control. Should such conflict arise the

priority of documents shall be as follows: This Agreement, the County's RFP together with attachments, Provider's Proposal together with attachments.

- ii) The Basic Services will be performed by the Provider in accordance with the following schedule: (Insert task list and milestone dates)

| <u>Task</u> | <u>Milestone Date</u> |
|-------------|-----------------------|
| 1. n/a      |                       |
| 2.          |                       |
| 3.          |                       |
| 4.          |                       |
| 5.          |                       |
| 6.          |                       |
| 7.          |                       |
| 8.          |                       |
| 9.          |                       |
| 10.         |                       |

- iii) Should County reasonably determine that Provider has not met the Milestone Dates established in Section 3(a)(ii), County shall notify Provider of the failure to meet the Milestone Date. The County, at its discretion may provide the Provider seven (7) days to cure the breach. County may withhold the accompanying payment without penalty until such time as Provider cures the breach. In the alternative, upon Provider's failure to meet any Milestone Date the County may modify the Milestone Date schedule. Should Provider or its representatives fail to cure the breach within seven (7) days, or fail to reasonably agree to such modified schedule, County may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Provider. This section shall not be interpreted to limit the definition of breach to the failure to meet Milestone Dates.

#### **4. Duration of Services**

- a. Term. The original term of this Agreement shall be from June 2, 2014 to June 30, 2019. The term may be extended for an additional five (5) years by mutual agreement of the parties. Such an extension shall be made in writing no later than October 1, 2019. All other terms and conditions, including those of termination, shall continue to apply during an extended term.
- b. Scheduling of Services
- i) The Provider shall schedule and perform its activities in a timely manner so as to meet the Milestone Dates listed in Section 3.
- ii) Should the County determine that the Provider is behind schedule, it may require the Provider to expedite and accelerate its efforts, including providing additional resources and working overtime, as necessary, to perform its services in accordance with the approved project schedule at no additional cost to the County.

- iii) The Commencement Date for the Provider's Basic Services shall be prior to June 30, 2014 but no sooner than June 2, 2014.

## 5. Compensation

- a. Compensation for Basic Services. Compensation for Basic Services shall include all compensation due the Provider from the County for all services under this Agreement. The maximum amount payable for Basic Services is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). In the event the amount stated on an invoice is disputed by the County, the County may withhold payment of all or a portion of the amount stated on an invoice until the parties resolve the dispute. Payment for Basic Services shall become due and payable in direct proportion to satisfactory services performed and work accomplished. Payments will be made as percentages of the whole as Project milestones as set out in Section 3(a)(ii) are achieved. *(For example, if there are 10 Project Tasks with Milestone Dates then Provider may invoice for the first 10% of the whole upon County's acknowledgement of the satisfactory completion of Task one. Upon the County's acknowledgement that the second Task has been satisfactorily completed Provider may invoice for the next 10% of the whole.)*
- b. Additional Services. County shall not be responsible for costs related to any services in addition to the Basic Services performed by Provider unless County requests such additional services in writing and such additional services are evidenced by a written amendment to this Agreement.

## 6. Responsibilities of the County

- a. Cooperation and Coordination. The County has designated the *(Recycling Programs Manager)* to act as the County's representative with respect to the Project and shall have the authority to render decisions within guidelines established by the County Manager and/or the County Board of Commissioners and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.

## 7. Insurance

- a. General Requirements. Provider shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as may be required by Owner's Risk Manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is incorporated herein by reference and may be viewed at <http://orangecountync.gov/purchasing/contracts.asp>). If Owner's Risk Manager determines additional insurance coverage is required such additional insurance shall consist of \_\_\_\_\_ (if no additional insurance required mark N/A as being not applicable). Provider shall not commence work until such insurance is in effect and certification thereof has been received by the Owner's Risk Manager.

## 8. Indemnity

- a. Indemnity. The Provider agrees to defend, indemnify and hold harmless the County from all loss, liability, claims or expense, including attorney's fees, arising out of or

related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Provider except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this provision to require the Provider to indemnify the County to the fullest extent permitted under North Carolina law.

## 9. Amendments to the Agreement

- a. Changes in Basic Services. Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the County and the Provider. The Provider shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the County.

## 10. Termination

- a. Termination. Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein and does not cure said breach or default within fifteen (15) days after the non-breaching party has given the breaching or defaulting party written notice of such breach or default, the non-breaching party may: (a) terminate this Agreement as of any date which the said non-breaching party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; or (b) cure the breach or default at the expense of the breaching or defaulting party; or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such breach, default, or termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.
- b. Compensation After Termination.
  - i) In the event of termination, the Provider shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the County due to errors or omissions of the Provider.
  - ii) Should this Agreement be terminated, the Provider shall deliver to the County within seven (7) days, at no additional cost, all deliverables including any electronic data or files relating to the Project.
- c. Waiver. The payment of any sums by the County under this Agreement or the failure of the County to require compliance by the Provider with any provisions of this Agreement or the waiver by the County of any breach of this Agreement shall not constitute a waiver of any claim for damages by the County for any breach of this Agreement or a waiver of any other required compliance with this Agreement.

## 11. Additional Provisions

- a. Limitation and Assignment. The County and the Provider each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the County nor the Provider shall assign or transfer its interest in this Agreement without the written consent of the other.
- b. Governing Law. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina.
- c. Compliance with Laws. Provider shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all anti-discrimination laws. Pursuant to the terms of North Carolina General Statute 153A-449(b) no county may enter into a contract with a contractor unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Where applicable, failure to maintain compliance with the requirements of Article 2 of Chapter 64 of the General Statutes constitutes Provider's breach of this Agreement. By executing this Agreement Provider affirms Provider is in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes.
- d. Dispute Resolution. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. The Parties may agree to nonbinding mediation of any dispute prior to the bringing of such suit or action.
- e. Entire Agreement. This Agreement, together with the RFP and its attachments and the Proposal and its attachments, represents the entire and integrated agreement between the County and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.
- f. Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.
- g. Ownership of Work Product. Should Provider's performance of this Agreement generate documents, items or things that are specific to this Project such documents, items or things shall become the property of the County and may be used on any other project without additional compensation to the Provider. The use of the documents, items or things by the County or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the County.
- h. Non-Appropriation. Provider acknowledges that County is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of County’s obligations under this Agreement, then this Agreement shall automatically expire without penalty to County immediately upon written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis.

In the event of a change in the County’s statutory authority, mandate and/or mandated functions, by state and/or federal legislative or regulatory action, which adversely affects County’s authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to County upon written notice to Provider of such limitation or change in County’s legal authority.

- i. Notices. Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Orange County  
Attention: Recycling Programs Manager  
P.O. Box 8181  
Hillsborough, NC 27278

Provider’s Name & Address

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the Parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

**ORANGE COUNTY:**

**PROVIDER:**

By: \_\_\_\_\_  
Barry Jacobs, Chair  
Orange County Board of Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_  
*Printed Name and Title*

Attest: \_\_\_\_\_  
Donna Baker, Clerk to the Board

[SEAL]

This instrument has been approved as to technical content.

\_\_\_\_\_  
Gayle Wilson, Department Director

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Office of the Chief Financial Officer

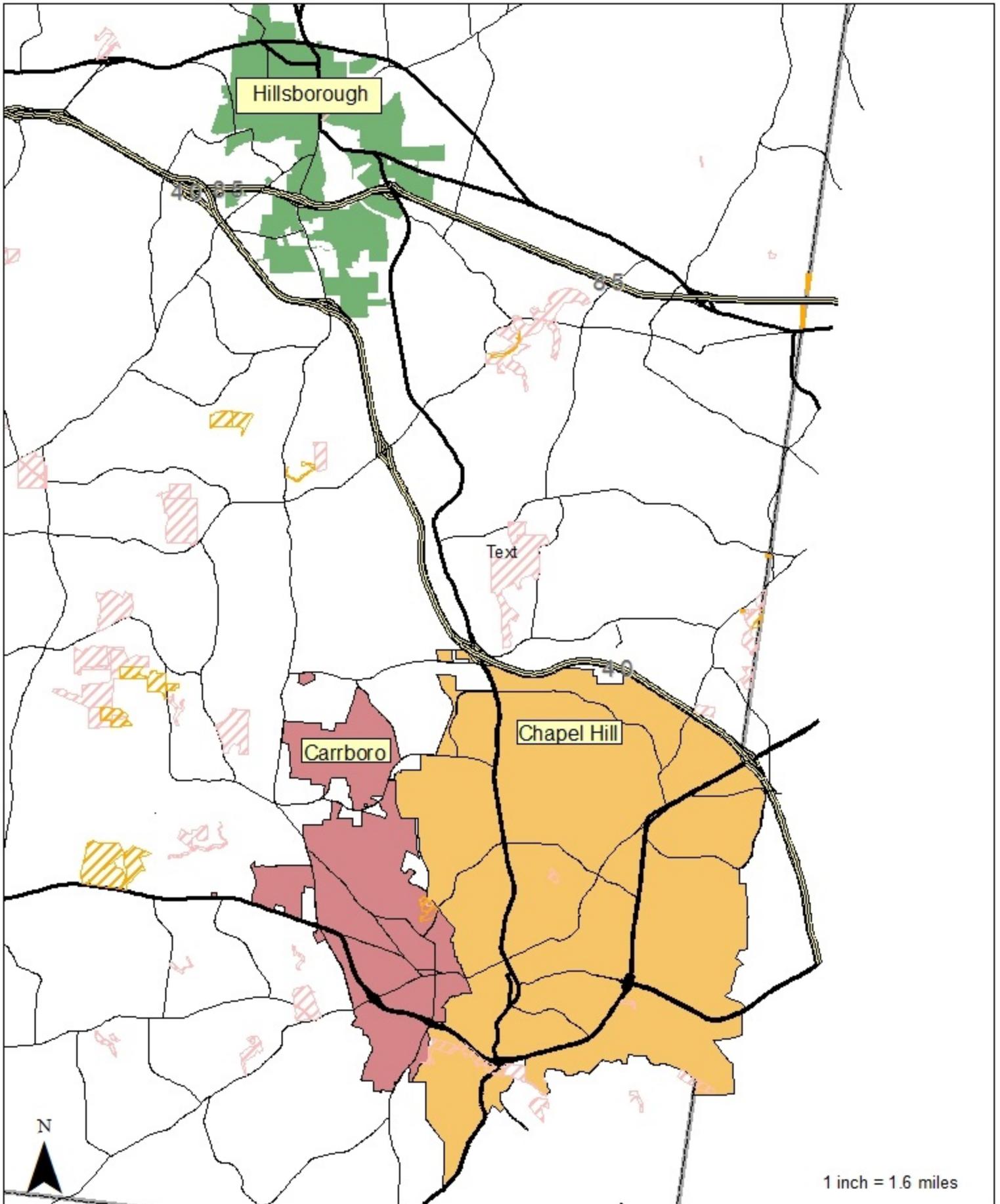
This instrument has been approved as to form and legal sufficiency.

\_\_\_\_\_  
Office of the County Attorney

# ATTACHMENT B



## Maps of Areas to be Serviced



1 inch = 1.6 miles

# ATTACHMENT C

## Southern Village

- Dense green address points on South Eastern portion of map are businesses and multi-family units that are not collected on urban curbside program.



# Thank You For Recycling at Your Curb!

Mix the following materials together in your curbside bins:



### Plastic bottles

A bottle has a neck smaller than the base. No plastic tubs, cups, take-out trays or plastic bags.

### Steel, aluminum & aerosol spray cans

Foil is OK, must be free of food residue.

### Glass bottles and jars

No ceramics, Pyrex, window or mirror glass.

**Corrugated cardboard** Must be EMPTY, FLAT, and in pieces no larger than 3 feet by 3 feet. No more than ten pieces of corrugated cardboard at the curb at a time. Empty pizza boxes are OK.

**All Paper** Any clean, dry, paper that tears: Newspaper, phonebooks, magazines, junk mail, office and school paper, cereal, tissue and frozen-food boxes, paper towel tubes, gable-top milk/ juice cartons and other single layer cardboard.

*Questions?* Need another bin or a bungee cord? Contact Orange County Solid Waste Management phone: (919) 968-2788 email: recycling@co.orange.nc.us

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*Questions?* Need another bin or a bungee cord? Contact Orange County Solid Waste Management phone: (919) 968-2788 email: recycling@co.orange.nc.us

## Please Take Note of the Following:

- Items in your bins are not accepted in our recycling program.
- Recyclables were not properly prepared.
- Corrugated cardboard exceeds quantity (10) or size limits (3'x3').
- Recyclables were placed in wrong type of container (see below).
- No plastic bags are accepted at the curb.

Recyclables must be out by 7:00 a.m. to help ensure collection.

Recyclables must be in a recycling bin or in a rigid plastic similar in size and shape such as a laundry basket, milk crate or other plastic box.

**Do not use** plastic bags, garbage cans or cardboard boxes to hold recyclables.

Excess paper can be placed in a paper bag beside or on top of bin. Shredded paper **MUST** be in a paper bag. There is a 2 bag limit on shredded paper.

Failure to follow these instructions can result in recyclables NOT being collected.

## Please Take Note of the Following:

- Items in your bins are not accepted in our recycling program.
- Recyclables were not properly prepared.
- Corrugated cardboard exceeds quantity (10) or size limits (3'x3').
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Failure to follow these instructions can result in recyclables NOT being collected.

## ¡Gracias por reciclar al borde de su acera!

### No hay necesidad de separar. Recicle todo junto:

#### Botellas de plástico

Una botella tiene el cuello más pequeño que la base. No coloque cubos de plástico, vasos, bandejas de comida de restaurante, ni bolsas de plástico.

#### Metal, aluminio y latas de aerosoles

El papel de aluminio se puede reciclar, pero no debe tener restos de comida.

#### Botellas y tarros de vidrio

Que no sean de cerámica, cristal Pyrex, ni tampoco vidrio proveniente de una ventana o de un espejo.



**Todo el papel** -- Cualquier papel que esté limpio, seco y pueda ser rasgado: periódico, guías telefónicas, revistas, correo publicitario, papel de oficina o de la escuela, cajas de cereales, pañuelos de papel, cajas de comida congelada, rollos del papel de cocina, cartones de leche o jugo y cualquier otro cartón de una sola capa.

**El cartón corrugado** debe estar VACÍO, APLANADO y doblado en trozos que no sean más grandes de 3 x 3 pies. No ponga en la acera más de 10 piezas de cartón corrugado a la vez. Puede dejar ahí las cajas de pizza vacías.

¿Preguntas? ¿Necesita otro recipiente de reciclaje o cuerda elástica?  
Dirección de Desechos Sólidos del Condado de Orange.  
Teléfono: (919) 968-2788  
E-mail: recycling@co.orange.nc.us

## ¡Gracias por reciclar al borde de su acera!

### No hay necesidad de separar. Recicle todo junto:

#### Botellas de plástico

Una botella tiene el cuello más pequeño que la base. No coloque cubos de plástico, vasos, bandejas de comida de restaurante, ni bolsas de plástico.

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**El cartón corrugado** debe estar VACÍO, APLANADO y doblado en trozos que no sean más grandes de 3 x 3 pies. No ponga en la acera más de 10 piezas de cartón corrugado a la vez. Puede dejar ahí las cajas de pizza vacías.

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Dirección de Desechos Sólidos del Condado de Orange.  
Teléfono: (919) 968-2788  
E-mail: recycling@co.orange.nc.us

## Por favor, ponga atención a lo siguiente:

- No se aceptan en nuestro programa de reciclaje los artículos que van en el recipiente.
- Los artículos reciclables no fueron preparados correctamente.
- Recuerde que no puede poner más de 10 piezas de cartón corrugado, ni pueden ser más grandes del tamaño límite (3' x 3').
- No debe poner los artículos reciclables en recipientes indebidos (vea a continuación).
- No se permiten bolsas de plástico en la acera.

Debe sacar los artículos a reciclar antes de las 7:00am para asegurar que se recojan.

Los artículos reciclables deben estar, o en un recipiente de reciclaje, o en un recipiente de plástico parecido en tamaño y forma, tal como la cesta de la ropa sucia, una caja de botellas de leche u otra caja de plástico similar.

**No utilice** bolsas de plástico, cubos de basura o cajas de cartón para poner los artículos reciclables.

El papel que no quepa puede colocarse en una bolsa de papel, junto o encima del recipiente de reciclaje.

El papel triturado debe estar dentro de una bolsa de papel. Existe un límite de dos bolsas de papel triturado.

Es posible que NO recojan su reciclaje si no sigue estas instrucciones.

## Por favor, ponga atención a lo siguiente:

- No se aceptan en nuestro programa de reciclaje los artículos que van en el recipiente.
- Los artículos reciclables no fueron preparados correctamente.
- Recuerde que no puede poner más de 10 piezas de cartón corrugado, ni pueden ser más grandes del tamaño límite (3' x 3').
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El papel triturado debe estar dentro de una bolsa de papel. Existe un límite de dos bolsas de papel triturado.

Es posible que NO recojan su reciclaje si no sigue estas instrucciones.

STATE OF NORTH CAROLINA

AFFIDAVIT

ORANGE COUNTY

\*\*\*\*\*

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
- 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Signature of Affiant  
Print or Type Name: \_\_\_\_\_

State of North Carolina Orange County

Signed and sworn to (or affirmed) before me, this the \_\_\_\_ day of \_\_\_\_\_, 2013.

My Commission Expires:

\_\_\_\_\_  
Notary Public

(Affix Official/Notarial Seal)



Orange County  
Financial Services Department  
**ADDENDUM #1**  
**January 6, 2014**

|  |
|--|
| RFP 367-5199                           |
| Orange County Urban Curbside Recycling |

To all Vendors:

Modifications to bid documents for the above named Request for Proposal are made as follows and shall be included in the proposed amount.

See page 2 for clarification of issues raised at the pre-bid conference for the above referenced project

All other terms and conditions shall remain the same

By: David E. Cannell, Purchasing Agent; [dcannell@co.orange.nc.us](mailto:dcannell@co.orange.nc.us) ~ (919) 245-2651

**Acknowledgement of receipt of this addendum shall be noted on the Responder's Certification Form**

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

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

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

P.O. Box 8181 200 South Cameron Street Hillsborough, North Carolina 27278  
Telephones: Area Code 919 245-2651 Fax: 919 644-3324

1. Page 6 paragraph 4 : should read 375 tons per month not tons per household
2. See amended proposal page that includes separate upcharges (if any) for Southern Village weekly and biweekly
3. Sign in sheet is attached
4. Urban Curbside recycling collection will be provided only to those small businesses/organizations that are located along an existing (or newly created under new program) urban residential curbside collection route and only if the entity generates quantities of recyclables approximating that of a residential household.
5. Is county bidding? No.
6. Do pickups that may be used to collect difficult to access areas need to be new? Do not have to be new but must be in good working order and be in a condition that represents the successful bidder and county well when in use within the county.
7. The current recycling collection provider runs 4 front-line trucks (capacity of 25yd<sup>3</sup>) every day Monday through Friday.
8. The successful provider shall be responsible for all costs associated with C.A.R.T.S.
9. In the event a household is serviced by a pickup, etc the RFID must be read with a handheld reader

**COUNTY OF ORANGE  
DEPARTMENT OF FINANCIAL SERVICES  
PO BOX 8181  
HILLSBOROUGH, NORTH CAROLINA 27278  
PROPOSAL FORM (REVISED)**

The undersigned declares that they have examined the Notice To Bidders, Instructions To Bidders, and Specifications and is informed fully with regard to all terms and conditions pertaining thereto and agrees that if this proposal is accepted within ninety (90) days, the undersigned will supply and deliver, as ordered, all equipment as required under these specifications at the prices set forth below:

| Option | Description  | Qty       | unit cost per unit/ month | Monthly cost |
|--------|--|-----------|---------------------------|--------------|
| 1      | Weekly Collection  | 18,750    |                           |              |
| 2      | Bi-Weekly (every other week) Collection  | 18,750    |                           |              |
| ALT 1  | Southern Village Back Alley Service  | Weekly    |                           |              |
|        | Incremental increase per unit per month to provide curbside service in the back alleys of 525 units in the Southern Village neighborhood in Chapel Hill (Described in Section V Subsection D-2). | Bi-weekly |                           |              |

**Please confirm receipt of addendum**

**Addendum #1** \_\_\_\_\_ **Addendum #4** \_\_\_\_\_  
**Addendum #2** \_\_\_\_\_ **Addendum #5** \_\_\_\_\_  
**Addendum #3** \_\_\_\_\_ **Addendum #6** \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

(Above name printed or typed)

Phone: \_\_\_\_\_







Orange County  
 Financial Services Department  
**ADDENDUM #2**  
**January 10, 2014**

|              |
|--------------|
| RFP 367-5199 |
|--------------|

|  |
|--|
| Orange County Urban Curbside Recycling |
|--|

To all Vendors:

Modifications to bid documents for the above named Request for Proposal are made as follows and shall be included in the proposed amount.

1. Will the hauler or County pay for the citizen education if or when the routes change? **Orange County will handle/fund citizen education efforts related to public communication regarding route changes**
2. Regarding the Bid Bond requirements: We are required to provide a Bid Deposit for 5% of the amount of which option, weekly or bi-weekly? **The higher of the two**
3. Can the County clarify that the 525 units for Southern Village are already included in the 18,750 total units. Please confirm that the ALT 1 pricing is just for an incremental increase, not a total price per unit. **The 525 units are already included in the 18,750. Incremental as stated on RFP page 26.**
4. Can the County provide the annual recycling tonnage collected per year? **FY 12/13 Urban Tonnage was 3,578 tons. Average for the first 6 months of FY13-14 is 390 tons per month from the urban collection**
5. Has Rehrig certified that their system will do everything as outlined on page 10-11 & 18-19 of the RFP? **See attached. Responses from Rehrig are in parenthesis.**

All other terms and conditions shall remain the same

By: David E. Cannell, Purchasing Agent; [dcannell@co.orange.nc.us](mailto:dcannell@co.orange.nc.us) ~ (919) 245-2651

**Acknowledgement of receipt of this addendum shall be noted on the Responder's Certification Form**

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

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

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

P.O. Box 8181 200 South Cameron Street Hillsborough, North Carolina 27278  
 Telephones: Area Code 919 245-2651 Fax: 919 644-3324

## 1) Rehrig's response:

## Pages 10-11:

- Must be mountable to the collection vehicle. (Yes)
- Reader must be compatible with our C.A.R.T.S. system. (Yes)
- RFID system must be able to transmit their data to Rehrig's C.A.R.T.S. asset management, service verification and data management software through cellular (real time data transfer) network. (Yes)
- Reader Data Communication to servers should connect through the CDMA GSM Module (for real-time communications) (Yes)

## Pages 18-19:

- Readers must be compatible with software that is able to deliver the County with a minimum of the following:
  - o The ability to report cart contamination by address. (Yes, with the use of an Observation Button.)
  - o Participation rate by route. (Yes)
  - o Set out rate by route. (Yes, with the use of an Observation Button.)
  - o Must be secure. Information gathered from RFID must be maintained in confidential manner. (Yes)
  - o Web based access to real time information. (Yes)
  - o County will have real-time access through internet- based application to the location of Provider's collection vehicles and other data that is enabled by the use of RFID and GPS vehicle tracking systems. (Yes)
- Customizable tiered levels of security access. (Yes)
- Data is the property of the County and shall not be shared, sold or otherwise made available to others without County authorization. (Yes, we will NOT share or sell this information)
- Reports generated in our program must be able to be viewed in Excel or PDF format. (Yes)
- At a minimum the hauler must supply reports:
  - o Summaries of the tonnages of all Recyclables Materials recovered by route and jurisdiction. (This report would be generated in the haulers internal system i.e. Tower, Trucks, InfoPro etc...)
  - o Participation rates in terms of weekly household set- out counts. The set-out counts shall be broken down by the three Towns. (Yes, these reports can be customized in our system)
  - o Summaries of the total truck hours required for the collection vehicles to collect, transport, and unload the recyclable materials. (This information can be partially tracked in our system using the times of first and last RFID reads. Hauler would need to record total operation hours including route to and from first and last stop and dump time.)
  - o Monthly productivity calculation shown in units of homes collected per truck per hour. (Our system can show time of first and last RFID read to help calculate this figure.)
  - o A short summary of program highlights, problems and measure taken to resolve misses, untagged carts and other collection problems, and measures taken to increase efficiency and household participation. (All responsibility of hauler and not information provided by Rehrig system.)
  - o Provide access to all information gathered by RFID reader. (Yes)

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 18, 2014

**Action Agenda  
Item No. 7-a**

**SUBJECT:** Approval of Operations Agreement for the Rogers Road Community Center

---

**DEPARTMENT:** County Manager

**PUBLIC HEARING: (Y/N)**

No

**ATTACHMENT(S):**

- 1) September 5, 2013 Suggested Revisions from RENA's Legal Counsel
- 2) Final Draft - Operations Agreement: Rogers Road Community Center
- 3) RENA Neighborhood Community Center Business Plan
- 4) Area Locator
- 5) Lease Agreement with Habitat for Humanity, Orange County NC, Incorporated

**INFORMATION CONTACT:**

John Roberts, 245-2318  
Michael Talbert, 245-2308

---

**PURPOSE:** To approve the Operations Agreement with Rogers Eubanks Neighborhood Association (RENA) for the day to day operations of the Rogers Road Community Center provided at Attachment 2.

**BACKGROUND:** On January 24, 2013 the BOCC authorized Orange County staff to move forward with the development and construction of the Rogers Road Community Center located on two lots within the Phoenix Place neighborhood owned by Habitat for Humanity.

On June 18, 2013 the Board approved "A Lease Agreement with Habitat for Humanity of Orange County" (Attachment 5). The site is depicted on Attachment 4, "Area Locator". Habitat will lease the site to Orange County for an initial term of twenty (20) years with the optional renewal for up to four (4) twenty (20) year terms. The County will pay Habitat \$1 per year as rental for the premises.

The County engaged Perkins + Will Architects as the designer for the project. Perkins + Will is performing these professional services for the County on a Pro Bono basis. Joe Wagner and Patric LeBeau, representing Perkins + Will, presented the project renderings to the Board on April 9, 2013. The Board approved the schematic design and authorized the Manager to award a bid for construction and any unforeseen conditions change orders for the Community Center in an amount not-to-exceed the approved budget of \$650,000.

The project was advertised for bid, with sealed bids opened on September 17, 2013. The bids came back significantly over budget, and Perkins + Will was asked to modify the plans. The

project has now been advertised for new bids based on the revised plans. Staff will present these bids to the Board at or before the April 15, 2014 regular meeting.

The Operations Agreement between Orange County and the Rogers Eubanks Neighborhood Association (“RENA”) was approved by RENA on August 11, 2013. The RENA Board also voted to approve the RENA Business Plan (Attachment 3) for the operation of the Neighborhood Community Center. Highlights of the Operations Agreement are as follows:

- Original term of the Agreement is 5 years, with renewal of for up to four (4) additional five (5) year terms
- Provide a full schedule and updates, as they become available, of all activities and programs at the Center
- RENA will operate and staff the Center Monday through Friday 10:00 a.m. to 7:00 p.m. and Saturday from 10:00 a.m. to 6:00 p.m.
- RENA shall maintain the Center facilities in a clean and orderly state
- The Center shall be used for the operation of a community and recreation center open to the general public and all other uses reasonably related thereto
- RENA may charge fees for programs and services at or involving the Center. Any such fees shall not exceed the cost of providing such programs and services
- RENA will enforce County policies
- RENA and County agree to hold annual evaluation review meetings to assess the success and direction of the operation of the Center

On September 17, 2013 the Board removed the Operations Agreement with Rogers Eubanks Neighborhood Association (RENA) from the regular meeting agenda. Last minute edits were received from Bethan Eynon, Community Inclusion Attorney Fellow, UNC Center for Civil Rights (see Attachment 1). Recommended changes were reviewed by the County Attorney and are reflected as determined by the County Attorney in the final draft Operations Agreement (see Attachment 2).

**FINANCIAL IMPACT:** The completion of the Rogers Road Community Center will add a new building to the County’s Facilities Inventory. All routine building maintenance & repair, grounds maintenance, utilities, and property & liability insurance for the Community Center will be the responsibility of Orange County. The estimated annual cost of all maintenance, repair, utilities, and insurance for the new facility is \$9,750. There is no additional direct cost to the County for the Board to approve the Operations Agreement with Rogers Eubanks Neighborhood Association.

**RECOMMENDATION(S):** The Manager recommends that the Board approve the Operations Agreement with Rogers Eubanks Neighborhood Association (RENA) (Attachment 2) for the day to day operations of the Rogers Road Community Center and authorize the Chair to execute Agreement.

|              |
|--------------|
| Attachment 1 |
|--------------|

## OPERATIONS AGREEMENT: ROGERS ROAD COMMUNITY CENTER

This Operations Agreement (the "Agreement") for the operation of the community and recreation center at \_\_\_\_\_ (hereinafter the "Center") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2013, between Rogers Eubanks Neighborhood Association, Incorporated, a North Carolina Nonprofit Corporation (hereinafter "RENA") and Orange County (hereinafter the "County") referred to jointly hereafter as "Parties".

The Parties hereby agree as follows:

### 1. Term

The term of this Agreement shall be from the day and date first recorded above and shall continue for a period of five (5) years. The Agreement may be renewed as provided herein.

### 2. Use and Operations

#### a) RENA shall:

- i. Provide a full schedule and updates, as they become available, of all activities and programs at the Center.
- ii. Operate and staff the Center Monday through Friday 10:00 a.m. to 7:00 p.m. and Saturday from 10:00 a.m. to 6:00 p.m.
- iii. Notify County in advance of any anticipated closure, delayed opening, or early closing of the Center that is contrary to the hours set forth in section 2(a)(ii) above, and pursuant to section 2(c)(iii) below. For purposes of this section, RENA's duty to notify is fulfilled where the information has been posted on an internet calendar of events or an email listserv for which the County has access, or has been included in the schedule and updates provided for in section (2)(a)(i) above.
- iv. Provide to the County a quarterly analysis report on Center enrollment, trends, and timing for RENA classes, programs, and activity sessions.
- v. Enforce County policies, including but not limited to the no smoking policy, while using and operating the Center.
- vi. Maintain worker's compensation insurance covering its personnel working at the Center.
- vii. Maintain general liability insurance coverage as outlined in Section 4 of this Agreement.
- viii. Appoint a liaison to communicate with the County regarding all matters related to this Agreement.
- ix. Maintain the Center facilities in a clean and orderly state. RENA may arrange furniture as may be needed to provide for the orderly operation of the Center.
- x. At the conclusion of RENA's hours of operation each day pursuant to section 2(a)(ii) above, clean and restore the Center kitchen, bathrooms, and activity rooms to the same state and condition in which they existed prior to use by RENA's volunteers and employees or the public.
- xi. Reimburse County promptly for any damage caused to County property, pursuant to sections (c)(vi) and (c)(viii) below, by RENA ~~staff~~ employees, volunteers, customers, guests, or invitees.
- xii. Comply with all applicable federal, state, and local laws, ordinances, rules, or regulations.
- xiii. May, upon receiving appropriate permitting, serve meals as part of designated programs.

- xiv. May, upon receiving appropriate permitting and authorization as required by law and written authorization from the County Manager, serve alcohol as part of approved events.
  - xv. Secure the food pantry, RENA office, and library during hours RENA is not operating the Center.
- b) The County shall:
- i. Appoint a liaison to communicate with RENA regarding all matters related to this Agreement.
  - ii. Administer all requests to rent space in the Center outside of the hours indicated in section 2(a)(ii) above, pursuant to section 9 below.
- c) RENA and the County hereby covenant and agree that in conjunction with the operation and use of the Center:
- i. RENA shall operate the Center in accordance with County policies, including facility access, without discrimination and regardless place of residence, to all residents of Orange County;
  - ii. RENA shall not enact policies that have the effect of denying use of the Center by any Orange County residents;
  - iii. RENA shall continuously operate the Center during the term of this Agreement subject to closures due to County-recognized holidays, casualty, condemnation, events of force majeure; closures caused by any act or omission by County, its agents, employees, contractors, or subcontractors; or closures agreed upon by RENA and County in advance of the closure;
  - iv. RENA shall provide janitorial service to the Center and shall maintain the Center in a clean and safe condition free from hazard during RENA's hours of operation identified in section 2(a)(ii) above;
  - v. RENA shall maintain records related to its operations of the Center including accounting and operations records and all such Center records shall remain the property of County and shall be subject to the disclosure provisions of applicable federal and state statutes and regulations and shall be furnished to Orange County upon request;
  - vi. Any and all fixtures purchased by RENA from Center operations funds for use or consumption at the Center are and shall remain property of the County. For purposes of this section the term fixtures includes any kitchen or other appliances. Personal property purchased by RENA shall remain the property of RENA. For purposes of this section, "Center operations funds" ~~includes money acquired by RENA through grants, but~~ includes money independently raised by RENA through community fundraisers or money acquired by RENA through private donation;
  - vii. RENA may charge fees for programs and services at or involving the Center. Any such fees shall not exceed the cost of providing such programs and services.
  - viii. RENA is responsible for any and all repairs that amount to less than two hundred dollars (\$200) per repair or incident. County is responsible for any and all repairs that amount to two hundred dollars (\$200) or more per repair or incident.
  - ix. RENA shall contract with a private hauler for the provision of roll out carts and/or other individual containers for municipal solid waste and recycling. RENA may not seek dumpster infrastructure and service through Chapel Hill or Orange County.

- x. ~~Orange~~ County shall provide appropriate screening for such roll out carts or other individual containers.
- xi. RENA shall maintain such roll out carts or other individual containers in the appropriate screened location and shall at due times deliver the roll out carts or individual containers to the curb for collection and return them to their screened locations after collection.
- xii. RENA shall incorporate standard municipal solid waste and recycling rules and procedures within its operations protocols.
- xiii. The County is responsible for the cost of water, sewer, electric, and natural gas utilities that results from the use and operation of the Center.
- xiv. ~~RENA shall maintain financial books, records, and reports related to its operation of the facility in accord with Generally Accepted Accounting Principles and shall permit the County to inspect such books, records, and reports upon County's request.~~

Comment [BRE1]: I think this is addressed already by 2(c)(v) above.

~~xv-xiv. Notwithstanding Section 2(c)(iii) should the Center remain closed and non-accessible by the public for a period of Should RENA fail to open the Center pursuant to sections 2(a)(ii) and 2(a)(iii) for ten (10) consecutive days, County may terminate this agreement and assume operational control of the Center until RENA is able to resume its duties under this agreement, or the parties mutually agree to terminate this Agreement. During the time that the County exercises operational control, the terms of this Agreement shall be suspended.~~

Comment [BRE2]: I added in language to the effect that in the event such an emergency situation happens, RENA will have some period of time to discuss the circumstances with the County and provide a date for resuming its duties, if possible. The language as written gave the County authority to unilaterally terminate the Agreement without contacting RENA.

**3. Facility Use Guidelines**

By this Agreement, the County authorizes the use of the Center by RENA only to the extent permitted by the terms of this Agreement. The Center shall be used for the operation of a community and recreation center open to the general public and all other uses reasonably related thereto. The County's facility use policy will serve as the guiding document for operations of the Center, unless a contrary policy is set forth in this agreement. Smoking is prohibited. No staff or visitor shall be permitted under any circumstances to use tobacco products in or on the grounds of any County property, including the Center. The use of open flames, gambling, and alcoholic beverages are also prohibited unless appropriately permitted and/or approved in writing by the County Manager as may be required by law and pursuant to section 2(a)(xiv) above. Absolutely no weapons of any kind are allowed on the Center premises. ~~RENA shall ensure all persons abide by County policies, rules, and ordinances while on County property.~~

Comment [BRE3]: I think this is already provided for in 2(a)(v) above, where RENA agrees to enforce county policies.

**4. Insurance Requirements**

RENA shall provide evidence of general liability insurance to the County by way of a certificate prior to operation and use of the Center. Orange County shall be named as additional insured to RENA's general liability endorsed policy. RENA shall maintain combined single limits not less than \$1,000,000 per occurrence with aggregate limits not less than \$2,000,000 per year. RENA shall provide notice to the County not less than 30 days prior to any cancellation or reduction of any liability coverage and annually provide the County with an updated certificate of insurance on or before each policy renewal date. RENA shall secure liability insurance suitable for any kitchen operations. All such insurance policies and coverages must be approved by the Orange County Risk Manager. The certificate of liability insurance shall be addressed and sent to:

Orange County

Attention: Director of Risk Management Services  
 200 S. Cameron Street  
 P.O. Box 8181  
 Hillsborough, NC 27278

## 5. Access to County Facilities

- (a) As used in this Agreement: "Employee" is defined as a person who receives compensation from RENA and who is assigned to work at the Center; "Regular volunteer" is defined as a person who is not employed by RENA an Employee or Temporary Volunteer but who is assigned to work at the Center on a regular basis at least once per week.; "Employee" is defined as a person who receives compensation from RENA. "Temporary Volunteer" is defined as a person who is not employed by RENA and an Employee or Regular Volunteer but who is assigned to work at the Center in a volunteer capacity not more than one day per calendar month.
- (b) RENA shall provide a list of Regular Volunteers and Employees who will be assigned to the Center to the County within five days of the date of signing of this agreement at least one week before the Center's first opens for operation, or prior to the Employee's or Regular Volunteer's first day of work at the Center. "Regular volunteer" is defined as a person who is not employed by RENA but who is assigned to work at the Center on a regular basis at least once per week. "Employee" is defined as a person who receives compensation from RENA. "Temporary Volunteer" is defined as a person who is not employed by RENA and who is at the Center in a volunteer capacity not more than one day per calendar month.
- (c) County reserves the right to prohibit any individual Employee or volunteer of RENA from accessing or providing services on County property, including at the Center, or at County events at the Center, if County determines, in its sole discretion, that such Employee or volunteer poses a threat to the safety or well-being of County employees, guests, customers, or invitees. Should the County act under this paragraph, County will notify RENA and the subject individual in writing of the individual's identity and County's reason for prohibiting the individual as soon as possible after making the determination that the individual poses a threat.
- (d) RENA shall conduct criminal background checks on all Employees and Regular Volunteers any person who will be employed at the Center and on all Regular Volunteers at the Center. RENA shall provide County with documentation that criminal background checks were conducted on each of its employees and/or volunteers prior to assigning them to the Center, and such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry.
- (e) RENA shall not assign any Employee or Regular Volunteer to staff the Center pursuant to this Agreement if the Employee or Regular Volunteer (1) appears on any of the registries listed in 5(ed) above; (2) has been convicted of a felony involving violence or sexual misconduct; (3) has been convicted of any other felony unless more than 10 years have passed since the date of conviction or release from confinement, whichever is later; (4) has been convicted of any misdemeanor involving violence or sexual misconduct; or (5) has been convicted of any crime indicating that the worker may pose a threat to the safety or well-being of County employees, guests, customers, or invitees, unless more than 7 years have passed since the date of conviction or release from

**Comment [BRE4]:** I changed this language because there may be a long amount of time between when the contract is signed and when the center is built.

**Comment [BRE5]:** I moved these definitions into their own paragraph above

**Comment [BRE6]:** At the meeting Rev. Campbell discussed and I believe the County agreed that the County hiring policy should apply to Employees and Regular Volunteers. If these changes represent the policy, we would prefer that we simply remove this paragraph and reference the policy instead so that any changes to the policy over time are incorporated.

We have stricken the word "violence" primarily because the word is ambiguous since it is not defined in this contract and is not defined by law, as far as we know, in relation to criminal acts. It also still wasn't clear from the meeting what the County means by "violence." If this is wording from the County hiring policy then RENA would likely agree to the wording after reviewing the policy.

confinement, whichever is later. Notwithstanding the foregoing, RENA may allow nonviolent juvenile misdemeanants required to perform community service by a court of law or other state mandated program to volunteer at the Center.

~~(e)(f) No Temporary Volunteers while on Center premises shall not have any unsupervised contact with minor children. Temporary Volunteers who have contact with minor children shall be supervised at all times by an Employee or Regular Volunteer, shall be permitted to have any contact with minor children at the Center. Temporary Volunteers shall be monitored and/or accompanied at all times while on Center premises to ensure contact with minor children does not occur.~~

**Comment [BRE7]:** I recall we discussed that temporary volunteers are still allowed to interact with minor children during a program, but they cannot have unsupervised contact - i.e. an Employee or Regular Volunteer (who has had a criminal check done) must supervise them. This language implies that Temporary Volunteers may not interact with children at all regardless of supervision.

## 6. Observation and Documentation

County staff may observe, photograph, videotape, or audiotape any RENA volunteers or employees, County employees, guests, customers, or invitees. The County will give RENA at least 48 hours' notice before observing, photographing, videotaping, or audiotaping under this paragraph, unless RENA consents to less than 48 hour notice. RENA shall secure necessary releases, which authorize County to publish such photographs, videotapes, or audiotapes, at the County's request for a specific event for which RENA is a sponsor. Any media coverage of RENA operations of the Center or RENA events held in the Center, that RENA solicits, must receive prior authorization from the County Manager. This section does not require RENA to obtain prior authorization from the County Manager for advertising programming in the regular course of RENA's operations of the Center.

## 7. Evaluation

Both RENA and County agree to hold annual evaluation review meetings to assess the success and direction of the operation of the Center.

## 8. Indemnification

RENA shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part, resulting from or connected with any acts of RENA Employees, Regular and/or Temporary Volunteers, or program participants, or resulting from the omission or commission of any act, lawful or unlawful, by RENA, its agents, and/or Employees or Regular and/or Temporary Volunteers, including but not limited to court costs and attorney's fees incurred by County in connection with the defense of said matters. This section should not be interpreted to apply to any claims related to negligence or intentional acts committed by the County, its employees, or agents.

## 9. Rental Arrangements, Rates and Administrative Fees

- (a) RENA shall have access and use of the Center during the hours of operation identified in section 2(a)(ii) above, to the exclusion of any other entity or person, and the County shall not rent any part of the Center to any entity or person other than RENA during the hours of operation. At its discretion, RENA may allow use of the Center by other entities or persons during the hours of operation identified in section 2(a)(ii) above-at its discretion.
- (b) The County may rent space in the Center outside of the hours of operation identified in section 2(a)(ii) above. The County shall promptly update any rental calendar or schedule such that RENA has notice in advance of when each rental period will occur.

The County is responsible for ensuring that any renter has access to the space, as well as securing the Center after each rental period. The County is responsible for inspecting the Center for damage before and after each rental period. The County is liable for damage to any County or RENA property as a result of acts by County renters. County shall not be liable for damage to RENA property in areas RENA is required to secure, pursuant to section 2(a)(xv) above, should RENA fail to secure such areas.

- (c) RENA may use the Center outside of the hours of operation identified in section 2(a)(ii) above so long as the County has not otherwise rented the space during that time to another entity or person pursuant to this section. RENA does not have to notify the County of its use of the Center outside of the hours of operation so long as the use complies with this paragraph.
- (d) Rental rates and administrative fees shall be consistent with the Orange County Facilities Use Policy. County shall designate which, if any, rooms within the Center may be available for rent to the public or to local community groups, except that the food pantry, RENA office, and library shall not be available for rent to the public. Any such rental shall comply with the Orange County Facilities Use Policy and shall be approved by the Orange County Facilities Management Director. RENA shall pay the County an annual \$25.00 administrative fee. RENA shall not be responsible for paying the County any other fees associated with its use of the space Center during the hours identified in section 2(a)(ii) above, or during hours not otherwise rented by non-RENA entities or persons pursuant to this Agreement.

#### **10. Termination and Renewal**

Upon the expiration of the initial term this Agreement may be renewed for up to four (4) additional five (5) year terms only by joint written agreement of both Parties. This Agreement may be terminated by mutual agreement of the Parties. At any time, County may terminate this Agreement and any renewal thereof immediately and without prior notice to RENA if County determines in its sole discretion that the health, safety, or well-being of County employees, guests, customers, or invitees are jeopardized by RENA's operation of the Center.

#### **11. Reorganization or Dissolution**

Should RENA undergo a corporate reorganization, restructuring, or voluntary or involuntary dissolution this Agreement shall immediately terminate and RENA will vacate the Center premises.

#### **12. Relationship of the Parties**

RENA is a contractor of County. RENA is not a partner, agent, employee, or joint venture of County and neither Party shall hold itself out contrary to these terms by advertising or otherwise. Neither Party shall be bound by any representation, act, or omission whatsoever of the other.

#### **13. Approvals, Amendments, Notices.**

Any approval or notice required by the terms of this Agreement shall be in writing and executed by the appropriate party. This Agreement may be amended only by written amendments duly executed by and between both Parties.

**14. North Carolina Law.**

North Carolina law will govern the interpretation and construction of this Agreement.

**1516. Entire Agreement.**

This Agreement constitutes and expresses the entire agreement and understanding between the Parties concerning the subject matter of this Agreement. This document and any other document incorporated in this Agreement by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement.

**16. Severability.**

If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

SIGNATURE PAGE TO FOLLOW

DRAFT

Signers for RENA and the County certify that they are authorized to enter this agreement.

\_\_\_\_\_  
RENA-President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Orange County-Chair

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

DRAFT

## **OPERATIONS AGREEMENT: ROGERS ROAD COMMUNITY CENTER**

This Operations Agreement (the "Agreement") for the operation of the community and recreation center at \_\_\_\_\_ (hereinafter the "Center") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2013, between Rogers Eubanks Neighborhood Association, Incorporated, a North Carolina Nonprofit Corporation (hereinafter "RENA") and Orange County (hereinafter the "County") referred to jointly hereafter as "Parties".

The Parties hereby agree as follows:

### **1. Term**

The term of this Agreement shall be from the day and date first recorded above and shall continue for a period of five (5) years. The Agreement may be renewed as provided herein.

### **2. Use and Operations**

#### a) RENA shall:

- i. Provide a full schedule and updates, as they become available, of all activities and programs at the Center.
- ii. Operate and staff the Center Monday through Friday 10:00 a.m. to 7:00 p.m. and Saturday from 10:00 a.m. to 6:00 p.m.
- iii. Notify County in advance of any anticipated closure, delayed opening, or early closing of the Center that is contrary to the hours set forth in section 2(a)(ii) above, and pursuant to section 2(c)(iii) below. For purposes of this section, RENA's duty to notify is fulfilled where the information has been posted on an internet calendar of events or an email listserv for which the County has access, or has been included in the schedule and updates provided for in section (2)(a)(i) above.
- iv. Provide to the County a quarterly analysis report on Center enrollment, trends, and timing for RENA classes, programs, and activity sessions.
- v. Maintain worker's compensation insurance covering its Employees working at the Center.
- vi. Maintain general liability insurance coverage as outlined in Section 4 of this Agreement.
- vii. Appoint a liaison to communicate with the County regarding all matters related to this Agreement.
- viii. Maintain the Center facilities in a clean and orderly state. RENA may arrange furniture as may be needed to provide for the orderly operation of the Center.
- ix. At the conclusion of RENA's hours of operation each day pursuant to section 2(a)(ii) above, clean and restore the Center kitchen, bathrooms, and activity rooms to the same state and condition in which they existed prior to use by RENA's volunteers and employees or the public.
- x. Reimburse County promptly for any damage caused to County property, pursuant to sections (c)(vi) and (c)(viii) below, by RENA Employees, volunteers, customers, guests, or invitees.
- xi. Comply with all applicable federal, state, and local laws, ordinances, rules, or regulations.
- xii. May, upon receiving appropriate permitting, serve meals as part of designated programs.
- xiii. May, upon receiving appropriate permitting and authorization as required by law and written authorization from the County Manager, serve alcohol as part of approved events.

- xiv. Secure the food pantry, RENA office, and library during hours RENA is not operating the Center.
- b) The County shall:
- i. Appoint a liaison to communicate with RENA regarding all matters related to this Agreement.
  - ii. Administer all requests to rent space in the Center outside of the hours indicated in section 2(a)(ii) above, pursuant to section 9 below.
- c) RENA and the County hereby covenant and agree that in conjunction with the operation and use of the Center:
- i. RENA shall operate the Center in accordance with County policies, including facility access, without discrimination and regardless place of residence, to all residents of Orange County;
  - ii. RENA shall not enact policies that have the effect of denying use of the Center by any Orange County residents;
  - iii. RENA shall continuously operate the Center during the term of this Agreement subject to closures due to County-recognized holidays, casualty, condemnation, events of force majeure; closures caused by any act or omission by County, its agents, employees, contractors, or subcontractors; or closures agreed upon by RENA and County in advance of the closure;
  - iv. RENA shall provide janitorial service to the Center and shall maintain the Center in a clean and safe condition free from hazard during RENA's hours of operation identified in section 2(a)(ii) above;
  - v. RENA shall maintain records related to its operations of the Center and all such Center records shall remain the property of County and shall be subject to the disclosure provisions of applicable federal and state statutes and regulations and shall be furnished to Orange County upon request;
  - vi. Any and all fixtures purchased by RENA from Center operations funds for use or consumption at the Center are and shall remain property of the County. For purposes of this section the term fixtures includes any kitchen or other appliances. Personal property purchased by RENA shall remain the property of RENA. For purposes of this section, "Center operations funds" includes money acquired by RENA through grants received by RENA for purposes of operating the Center, but does not include money independently raised by RENA through community fundraisers or money acquired by RENA through private donation;
  - vii. RENA may charge fees for programs and services at or involving the Center. Any such fees shall not exceed the cost of providing such programs and services.
  - viii. RENA is responsible for any and all repairs that amount to less than two hundred dollars (\$200) per repair or incident. County is responsible for any and all repairs that amount to two hundred dollars (\$200) or more per repair or incident.
  - ix. RENA shall contract with a private hauler for the provision of roll out carts and/or other individual containers for municipal solid waste and recycling. RENA may not seek dumpster infrastructure and service through Chapel Hill or Orange County.
  - x. County shall provide appropriate screening for such roll out carts or other individual containers.
  - xi. RENA shall maintain such roll out carts or other individual containers in the appropriate screened location and shall at due times deliver the roll out carts

- or individual containers to the curb for collection and return them to their screened locations after collection.
- xii. RENA shall incorporate standard municipal solid waste and recycling rules and procedures within its operations protocols.
  - xiii. The County is responsible for the cost of water, sewer, electric, and natural gas utilities that results from the use and operation of the Center.
  - xiv. RENA shall maintain financial books, records, and reports related to its operation of the facility in accord with Generally Accepted Accounting Principles and shall permit the County to inspect such books, records, and reports upon County's request.
  - xv. Notwithstanding Section 2(c)(iii) should RENA fail to open the Center pursuant to sections 2(a)(ii) and 2(a)(iii) for ten (10) consecutive days, County may assume operational control of the Center until RENA is able to resume its duties under this Agreement, or the parties mutually agree to terminate this Agreement. During the time that the County exercises operational control, the terms of this Agreement shall be suspended. Should RENA be unable to resume its duties under this Agreement within thirty (30) days of the initial closure County may terminate this Agreement.

### **3. Facility Use Guidelines**

By this Agreement, the County authorizes the use of the Center by RENA only to the extent permitted by the terms of this Agreement. The Center shall be used for the operation of a community and recreation center open to the general public and all other uses reasonably related thereto. The County's facility use policy will serve as the guiding document for operations of the Center, unless a contrary policy is set forth in this agreement. Smoking is prohibited. No staff or visitor shall be permitted under any circumstances to use tobacco products in or on the grounds of any County property, including the Center. The use of open flames, gambling, and alcoholic beverages are also prohibited unless appropriately permitted and/or approved in writing by the County Manager as may be required by law and pursuant to section 2(a)(xiv) above. Absolutely no weapons of any kind are allowed on the Center premises. RENA shall ensure all persons abide by County policies, rules, and ordinances while on County property.

### **4. Insurance Requirements**

RENA shall provide evidence of general liability insurance to the County by way of a certificate prior to operation and use of the Center. Orange County shall be named as additional insured to RENA's general liability endorsed policy. RENA shall maintain combined single limits not less than \$1,000,000 per occurrence with aggregate limits not less than \$2,000,000 per year. RENA shall provide notice to the County not less than 30 days prior to any cancellation or reduction of any liability coverage and annually provide the County with an updated certificate of insurance on or before each policy renewal date. RENA shall secure liability insurance suitable for any kitchen operations. All such insurance policies and coverages must be approved by the Orange County Risk Manager. The certificate of liability insurance shall be addressed and sent to:

Orange County  
 Attention: Director of Risk Management Services  
 200 S. Cameron Street  
 P.O. Box 8181  
 Hillsborough, NC 27278

## 5. Access to County Facilities

- (a) As used in this Agreement: "Employee" is defined as a person who receives compensation from RENA and who is assigned to work at the Center; "Regular volunteer" is defined as a person who is not an Employee or Temporary Volunteer but who is assigned to work at the Center at least once per week; "Temporary Volunteer" is defined as a person who is not an Employee or Regular Volunteer but who is assigned to work at the Center not more than one day per calendar month.
- (b) RENA shall provide a list of Regular Volunteers and Employees who will be assigned to the Center to the County at least one week before the Center first opens for operation, or prior to the Employee's or Regular Volunteer's first day of work at the Center
- (c) County reserves the right to prohibit any individual Employee or volunteer of RENA from accessing or providing services at the Center, or at County events at the Center, if County determines, in its sole discretion, that such Employee or volunteer poses a threat to the safety or well-being of County employees, guests, customers, or invitees. Should the County act under this paragraph, County will notify RENA and the subject individual in writing of the individual's identity and County's reason for prohibiting the individual as soon as possible after making the determination that the individual poses a threat.
- (d) RENA shall conduct criminal background checks on all Employees and Regular Volunteers. RENA shall provide County with documentation that criminal background checks were conducted on each of its employees and/or volunteers prior to assigning them to the Center, and such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry.
- (e) RENA shall not assign any Employee or Regular Volunteer to staff the Center pursuant to this Agreement if the Employee or Regular Volunteer (1) appears on any of the registries listed in 5(d) above; (2) has been convicted of a felony involving any form of assault, a firearm or other weapon, or sexual assault or misconduct; (3) has been convicted of any other felony unless more than 10 years have passed since the date of conviction or release from confinement, whichever is later; (4) has been convicted of any misdemeanor involving any form of assault or sexual assault or misconduct; or (5) has been convicted of any crime indicating that the worker may pose a threat to the safety or well-being of County employees, guests, customers, or invitees, unless more than 7 years have passed since the date of conviction or release from confinement, whichever is later. Notwithstanding the foregoing, RENA may allow nonviolent juvenile misdemeanants required to perform community service by a court of law or other state mandated program to volunteer at the Center.
- (f) Temporary Volunteers, while on Center premises, shall not have any unsupervised contact with minor children. Temporary Volunteers who have contact with minor children shall be supervised at all times by an Employee or Regular Volunteer.

## 6. Observation and Documentation

County staff may observe, photograph, videotape, or audiotape any RENA volunteers or employees, County employees, guests, customers, or invitees. The County will give RENA at least 48 hours' notice before observing, photographing, videotaping, or audiotaping under this

paragraph, unless RENA consents to less than 48 hour notice. RENA shall secure necessary releases, which authorize County to publish such photographs, videotapes, or audiotapes, at the County's request for a specific event for which RENA is a sponsor. Any media coverage of RENA operations of the Center or RENA events held in the Center, that RENA solicits, must receive prior authorization from the County Manager. This section does not require RENA to obtain prior authorization from the County Manager for advertising programming in the regular course of RENA's operations of the Center.

## **7. Evaluation**

Both RENA and County agree to hold annual evaluation review meetings to assess the success and direction of the operation of the Center.

## **8. Indemnification**

RENA shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part, resulting from or connected with any acts of RENA Employees, Regular and/or Temporary Volunteers, or program participants, or resulting from the omission or commission of any act, lawful or unlawful, by RENA, its agents, and/or Employees or Regular and/or Temporary Volunteers, including but not limited to court costs and attorney's fees incurred by County in connection with the defense of said matters. This section should not be interpreted to apply to any claims related to negligence or intentional acts committed by the County, its employees, or agents.

## **9. Rental Arrangements, Rates and Administrative Fees**

- (a) RENA shall have access and use of the Center during the hours of operation identified in section 2(a)(ii) above, to the exclusion of any other entity or person, and the County shall not rent any part of the Center to any entity or person other than RENA during the hours of operation. At its discretion, RENA may allow use of the Center by other entities or persons during the hours of operation identified in section 2(a)(ii) above.
- (b) The County may rent space in the Center outside of the hours of operation identified in section 2(a)(ii) above. The County shall promptly update any rental calendar or schedule such that RENA has notice in advance of when each rental period will occur. The County is responsible for ensuring that any renter has access to the space, as well as securing the Center after each rental period. The County is responsible for inspecting the Center for damage before and after each rental period. The County is liable for damage to any County or RENA property as a result of acts by County renters. County shall not be liable for damage to RENA property in areas RENA is required to secure, pursuant to section 2(a)(xiv) above, should RENA fail to secure such areas.
- (c) RENA may use the Center outside of the hours of operation identified in section 2(a)(ii) above so long as the County has not otherwise rented the space during that time to another entity or person pursuant to this section. RENA does not have to notify the County of its use of the Center outside of the hours of operation so long as the use complies with this paragraph.
- (d) Rental rates and administrative fees shall be consistent with the Orange County Facilities Use Policy. County shall designate which, if any, rooms within the Center may

be available for rent to the public or to local community groups, except that the food pantry, RENA office, and library shall not be available for rent to the public. Any such rental shall comply with the Orange County Facilities Use Policy and shall be approved by the Orange County Facilities Management Director. RENA shall pay the County an annual \$25.00 administrative fee. RENA shall not be responsible for paying the County any other fees associated with its use of the Center during the hours identified in section 2(a)(ii) above, or during hours not otherwise rented by non-RENA entities or persons pursuant to this Agreement.

## **10. Termination and Renewal**

Upon the expiration of the initial term this Agreement may be renewed for up to four (4) additional five (5) year terms only by joint written agreement of both Parties. This Agreement may be terminated by mutual agreement of the Parties. At any time, County may terminate this Agreement and any renewal thereof immediately and without prior notice to RENA if County determines in its sole discretion that the health, safety, or well-being of County employees, guests, customers, or invitees are jeopardized by RENA's operation of the Center.

## **11. Reorganization or Dissolution**

Should RENA undergo a corporate reorganization, restructuring, or voluntary or involuntary dissolution this Agreement shall immediately terminate and RENA will vacate the Center premises.

## **12. Relationship of the Parties**

RENA is a contractor of County. RENA is not a partner, agent, employee, or joint venture of County and neither Party shall hold itself out contrary to these terms by advertising or otherwise. Neither Party shall be bound by any representation, act, or omission whatsoever of the other.

## **13. Approvals, Amendments, Notices.**

Any approval or notice required by the terms of this Agreement shall be in writing and executed by the appropriate party. This Agreement may be amended only by written amendments duly executed by and between both Parties.

## **14. North Carolina Law.**

North Carolina law will govern the interpretation and construction of this Agreement.

## **15. Entire Agreement.**

This Agreement constitutes and expresses the entire agreement and understanding between the Parties concerning the subject matter of this Agreement. This document and any other document incorporated in this Agreement by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement.

## **16. Severability.**

If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

SIGNATURE PAGE TO FOLLOW

Signers for RENA and the County certify that they are authorized to enter this agreement.

\_\_\_\_\_  
RENA-President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Orange County-Chair

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

\_\_\_\_\_  
Office of the Chief Financial Officer

# **RENA Neighborhood Community Center**

## **Business Plan August 2013**

Adopted by the RENA Board of  
Directors August 2013

### **Contact Information**

David Caldwell  
[Davcald778@aol.com](mailto:Davcald778@aol.com)

Pam Hemminger  
[pshemminge@gmail.com](mailto:pshemminge@gmail.com)

## Who We Are

In 2007, this socially cohesive and culturally rich historic community founded a 501(c)(3) tax-exempt organization -- the Rogers Eubanks Neighborhood Association (RENA) -- to formalize a long term ad hoc community alliance and movement. As a community organizing group, RENA needed a place to gather for sharing community resources and development programs. RENA was able to rent a small house in the neighborhood to run a very successful afterschool program and summer day camps. They were also able to distribute much needed food, backpacks and supplies with donations from PORCH and the school system. Harvest Books has stocked and maintained a small lending library. Many volunteers from UNC, Duke and Morris Grove Elementary School have helped with staffing and participated in the programs with children.

Minister Robert Campbell, RENA Director David Caldwell, and RENA Board Member Barbara Hopkins have formed working relationships with Orange County, the Town of Chapel Hill and the Town of Carrboro as well as members from other parts of the North Carolina community. RENA has been a part of collaborative work groups such as the Landowners Group, Unity in the Community Neighborhood Group, Chapel Hill Small Area Plan Task Force, Justice United, Habitat for Humanity, UNC Campus YMCA, Blue Ribbon Mentors and the Enhancement Task Force.

The **RENA Board** consists of 9 members : David Caldwell (Project Director), Robert Campbell (President), Jenny Stroud, Tony Webb, Sharon Bennett, Neola Jones, Barbara Hopkins (Treasurer), Stan Cheron and Tracy Kuhlman. Some of these members also serve on the sub-committee CEER (Citizens to End Environmental Racism) along with many others in the community. RENA employs a CPA (Susan Crisp of Hillsborough) to handle the non-profit book-keeping and to submit the annual IRS 990 form. RENA has traditionally had slightly less than \$50,000 in annual revenues and files the annual IRS short form. With the opening of the Community Center, RENA hopes to bring in more than \$50,000 a year in revenues.

The RENA Community Center opened its doors in the summer of 2010 and closed then temporarily in August, 2012 due to fire code restrictions. The new center, when it opens, will continue to serve the community's needs through its direct access to the neighborhoods that surround it and all the volunteer time and effort. There are many dedicated individuals ready to expand on what this new center can offer the community not only from a place to gather, but to offer classes and a safe haven for children.

The RENA community has grown and changed with the addition of the Habitat for Humanity Phoenix Place subdivision of 50 homes that has brought even more diversity to the area and even more children who need a safe place to learn and play. The new center will incorporate these new families and the five other neighborhoods that make up the Rogers Road Neighborhood with the formation of a governing board called the **Community Unity Board**. This advisory board will have representation from all the local neighborhoods and some from the broader community as well. It will also be a conduit in which to share information and update citizens who live in these neighborhoods.

### **Community Unity Board:**

This board will consist of at least ten members and advise with the activities and programs at the Community Center and will create better communications with the surrounding neighborhoods and the community at large.

:

- 1) Homestead Place Representative
- 2) Phoenix Place Representative
- 3) Rush Hollow Representative
- 4) Glen Brooks Representative
- 5) Meadow Run Representative
- 6) Tally Ho Representative
- 7) Clairemont Representative
- 8) Habitat of Orange County Representative
- 9) Two Representatives from the Community at Large
- 10) A Representative from the RENA Board

### **Primary goals and Objectives:**

- Providing our children and seniors with a safe place to socialize & learn.
- Having a safe place to gather that is open to all individuals
  - An Afterschool safe haven and tutoring opportunities
  - Educational Opportunities - Back to School Bash, Tutoring, Adult Education, ESL, etc.
  - Making technology available to the community for both youth and adults with hosting educational classes
  - Health: Wellness Cooperative, Alliance with Piedmont Health, classes on healthy living
  - Collaboration with the County, Towns and other programs to help educate citizens and keep them informed of issues that affect them.
  - Working with Habitat and others to provide education on home ownership, budgeting and financial literacy.
  - A place to base community events
  - A shared Community Garden
  - A base for food pantry distribution
  - A local lending library
  - A base of operations for all community needs

"Our hope for this community is that it will be transformed into a major part of the development of Chapel Hill. We will be seen as a viable part of the community."

There is a great need in our community for an adequate safe place to gather and learn. The lack of technology resources in the Rogers Road Neighborhood contributes to the continual “digital divide”. Our children need access to computer systems and educators who can help them learn and keep up in school with other children who have access to technology. Our adults and seniors need a place where they can learn and practice with technology in order to stay connected in today’s world. We see the Community Center as a base of operations for giving people who do not have access to technology the ability to learn job market skills, keep up in school and communicate in today’s ever changing world.

Our afterschool programs and summer /holiday day camps provide local children with a safe place to learn and get additional help with school work. Many of our families do not have personal transportation and have difficulty getting their children to libraries, camps and other afterschool activities. We will provide an effective learning environment and an opportunity for supervised care. We have had much success with school staff and other volunteers working with our children to increase academic achievement and foster a healthy learning attitude. Through donations, we provide snacks, books, school supplies and backpacks. It has been a truly valued experience for both the children and the volunteers.

We also see the Community Center as an educational center for our adults. There is a great need for ESL classes, financial education, healthy living information and numerous other requests. We have had many offers from volunteers to reach out in the community and share their expertise with our neighborhoods. Having a local place to base all of these opportunities will help with the transportation issues that have kept some of our citizens from participating. These classes will be open to anyone in Orange County or the Towns who would like to attend.

### **The following Organizational Values guide the work of RENA:**

**Meaningful Programs:** As an organization, RENA strives to implement and promote programs and projects that are useful, results oriented and meaningful to those who participate in the programs.

**Fiscal Responsibility:** RENA works to make the most efficient use of both public and private resources while constantly moving toward financial self-sufficiency, working to reduce reliance on grants while improving accountability and efficiency as a community-based business entity within Chapel Hill.

**Integration:** RENA and the Community Unity Board will work to ensure its classes, programs, and services serve the mission and vision and are reflective of its established values. All individuals will be welcome to participate at the Community Center.

## **Hours of Operation**

Our plan is for the new center to be **open 6 days a week** and for special events.

- Monday through Friday, the center will be open from 10am-2pm with volunteer staff to maintain a place for seniors and mother's morning out programs.
- Then there will be a paid staff position to run the afterschool program from 2:30pm-6pm.
- From 6pm-8pm there will be classes for adults such as ESL, home ownership, health & fitness to name a few.
- On Saturdays the center will be open for special events and as a safe place for children to play and use the computer equipment.
- There will a locked pantry to house the PORCH food donations.
- There will be a lending library open to the community supplied by Harvest Books.
- There will be a computer classroom to help students with their homework and other adults in the area learn how to communicate with computers.

## **Financial Forecasting:**

We are projecting paying for a part time staff person during the week to work the front desk, a part time Director to coordinate programming, a part time book keeper and an Administrator to pursue grant funding and to make sure the Community Center stays involved with the County, Towns and other organizations. These positions have not

been funded in the past, but we are hopeful that we can grow these positions into fully funded positions in the future.

We have been very fortunate to have many volunteers for our afterschool and day camp programs. The donated supplies and food have helped us reach out to the neediest children and allowed us to use our funds to help pay some other local young people as junior counselors, giving them an opportunity to learn responsibilities and have some job experiences. We also provide an opportunity for those needing or desiring volunteer work or community service a place to connect and really make a difference. We have had many volunteer students from both college and high school levels.

There is a great deal of outside regional support for the RENA community. A proposed budget outline is projected below. We have had many regular donors, recurring grants and other in-kind donations. We propose growing all those opportunities and more to increase and maintain a sustainable operating budget. We are looking forward to events such as movie nights, holiday celebrations and community wide dinners.

### **Projected Revenues from past experiences:**

RENA has had several recurring revenue streams to help make it successful and plans on many more. To date revenues include:

|  |                            |
|--|----------------------------|
| Town of Chapel Hill Outside Agency Funding | \$ 7,500                   |
| Town of Carrboro Outside Agency Funding    | \$ 7,500                   |
| EPA Small Community Grants                 | \$25,000 (2010 & 2011)     |
| Stroud Roses Grant                         | \$ 7,500 (2011)            |
| An Individual Donor                        | \$ 1,200 (annually)        |
| Four Church Groups                         | \$ 2,500 (annually)        |
| Other donations                            | \$ 8,000-10,000 (annually) |

**This year, RENA was pleased to accept a Z Smith Reynolds Grant in the amount of \$20,000 for a minimum of 2 years (totaling \$40,000). RENA is still waiting to hear back on several other grants that they have applied for.**

### Annual REVENUE Forecast Table for Years 1-3

| <u>Income</u>                      | <u>Year 1</u>   | <u>Year 2</u>   | <u>Year 3</u>   |
|------------------------------------|-----------------|-----------------|-----------------|
| <b>Donations</b>                   |                 |                 |                 |
| Churches                           | \$ 2,500        | \$ 2,500        | \$2,700         |
| An Individual Pledge               | \$ 1,200        | \$ 1,200        | \$1,200         |
| All Other                          | \$8,000         | \$8,600         | \$13,000        |
| <b>Grants:</b>                     |                 |                 |                 |
| Governmental Agencies              |                 | \$5,000         | \$5,000         |
| Town of Chapel Hill                | \$7,500         | \$7,500         | \$7,500         |
| Town of Carrboro                   | \$7,500         | \$7,500         | \$7,500         |
| EPA (awaiting confirmation)        |                 |                 |                 |
| Corporate & Foundation             | \$ 20,000       | \$20,000        | \$21,000        |
| (Z Smith Reynolds Grant)           |                 |                 |                 |
| <b>Programming Income</b>          | \$ 2,000        | \$ 3,000        | \$ 3,500        |
| Afterschool, summer camps & events |                 |                 |                 |
| <b>Total Income</b>                | <b>\$48,700</b> | <b>\$55,300</b> | <b>\$61,400</b> |

### In Kind Donations:

CHCCS Schools, Porch, UNC, Duke, Parks & Rec, Harvest Books, Engineers without Borders, UNC Students, UNC YMCA, Orange Literacy Council, Local area Churches and Healthy Carolinians.

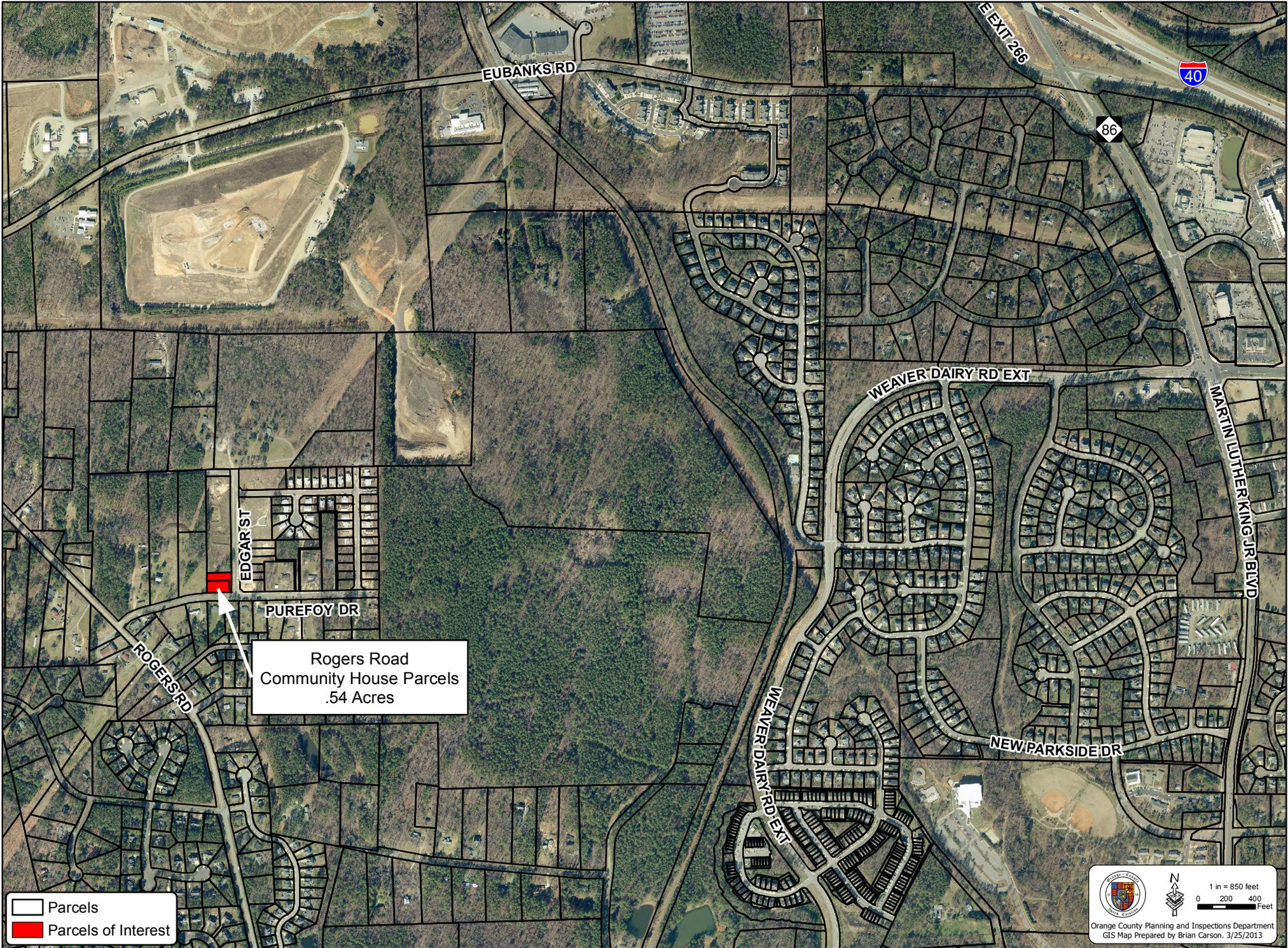
| <b>Annual Expenses:</b>                                     | <b>Year 1</b>    | <b>Year 2</b>    | <b>Year 3</b>    |
|---|------------------|------------------|------------------|
| Cleaning & Upkeep   | \$ 2,000         | \$2,500          | \$2,800          |
| Administrative Director                                     | \$12,000         | \$14,000         | \$15,000         |
| Program Director  | \$10,000         | \$12,000         | \$13,000         |
| Center Staff Coordinator<br>\$10 per hour 20 hours per week | \$10,000         | \$11,000         | \$12,000         |
| Payroll Related Costs                                       | \$ 2,000         | \$2,500          | \$3,000          |
| Book Keeper   | \$ 4,000         | \$4,000          | \$5,000          |
| Supplies  | \$ 3,700         | \$4,000          | \$5,000          |
| Insurance   | \$ 2,000         | \$2,300          | \$2,600          |
| Misc  | \$ 3,000         | \$3,000          | \$3,000          |
| <b>Total Expenses</b>                                       | <b>\$ 48,700</b> | <b>\$ 55,300</b> | <b>\$ 61,400</b> |

- The first three years will be a learning experience and pay for coordinators may be adjusted. As of now, all workers will be part time and there will be no paid benefits.
- We will have our annual book keeping reviewed by an outside source and work with other business partners in modifying our budget goals.
- RENA has some secured grant funding and will be applying for more grants especially for the afterschool and summer programming.
- This will be a green building and have low utility costs. We based the amounts on the Efland Community Center utilities.

**RESOLVE:**

If for some reason, the above revenues cannot be met, RENA will adjust its budget to run the center and programs with total volunteer support. RENA has run a very successful afterschool program, summer camp and safe haven support system with a totally volunteer network in the past and we can do it again. We will run a successful Community Center that will strive to become financially sustainable and we are willing to do the work to achieve this goal. The projected revenues and expenses are speculations based on past history of RENA programs and projected costs of running a Community Center such as the Efland Cheeks Community Center. We will adjust our budgeting during the first years and have a better understanding of the associated costs after the first year of operations. Until that time, the known revenues will cover the programming and building utility costs and the staffing will be done on a volunteer level until such time revenues can pay for staffing costs.

We know we can make this Community Center work and be sustainable. We are dedicated and have many willing partners to help us be successful. With this new Community Center everyone in the area benefits.



STATE OF NORTH CAROLINA  
 COUNTY OF ORANGE

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”), made and entered into as of the last date set forth in the notary acknowledgments below (the “Effective Date”), by and between HABITAT FOR HUMANITY, ORANGE COUNTY, N.C., INC., a nonprofit corporation registered in North Carolina, hereinafter referred to as “Lessor” and ORANGE COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as “Lessee.” Lessor and Lessee are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

WITNESSETH:

WHEREAS, the board of directors of Habitat for Humanity, Orange County NC, Incorporated (“Habitat”) has authorized and approved the execution of this Lease for the purposes herein specified; and

WHEREAS, the execution of this Lease for and on behalf of Lessor has been duly approved by Habitat at a meeting held in the City of \_\_\_\_\_ North Carolina, on the \_\_\_\_ day of \_\_\_\_\_, 2013; and

WHEREAS, the Parties have mutually agreed to the terms of this Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of the Premises, as described herein, and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessor does hereby rent, lease and demise unto Lessee, for and during the term and under the terms and conditions hereinafter set forth, that certain Premises, with all rights, privileges and appurtenances thereto belonging.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. Premises. The “Premises” shall consist of that certain parcel or tract of land lying and being in the \_\_\_\_\_ Township, Orange County, North Carolina, containing \_\_\_\_ acres, more or less, being more particularly shown and described on Exhibit A, attached hereto and incorporated herein by this reference and having PINs \_\_\_\_\_ and \_\_\_\_\_.
2. Term. The term of this Lease shall commence on the Effective Date, and unless sooner terminated, extended, or renewed as provided herein, shall expire on the twentieth (20<sup>th</sup>) anniversary of the Effective Date at 2400 hours (the “Term”).
3. Rent. Lessee shall pay to Lessor as rental for the Premises the sum of ONE DOLLAR (\$1.00) for the Term.

4. Condition of Premises. Lessor agrees to deliver the Premises to Lessee in its present condition. Except as otherwise expressly provided herein, Lessee acknowledges that the Premises is being delivered “as is”, that Lessee has performed preliminary investigations and reviews and has concluded on its own judgment that the Premises are suitable for the purposes intended, without any representations or warranties of any kind (including, without limitation, any express or implied warranties of merchantability, fitness or habitability) from Lessor or any agent of Lessor. Lessee's entry into possession shall constitute conclusive evidence that as of the date thereof the Premises were in good order and satisfactory condition. Lessee further acknowledges that this Lease is subordinate to all existing easements and rights of way encumbering the Premises, including any easements benefiting adjacent land owned by Lessor.

5. Use of Premises and Leasehold Improvements. The Premises shall be used by Lessee for the construction, maintenance and operation of a public community and recreation facility together with other accessories and appurtenances related thereto, as said facility is more particularly described in Exhibit B attached hereto and incorporated herein by this reference (said facility and all fixtures, accessories and appurtenances constructed or installed on the Premises in connection therewith are collectively referred to herein as the “Leasehold Improvements”). If Lessee ceases to use the Premises for the purposes herein described or makes other uses of the Premises without the express written consent of Lessor, Lessor may terminate this Lease and reenter and take possession of the Premises.

6. Construction of Leasehold Improvements. The Premises shall be developed and the Leasehold Improvements shall be constructed by Lessee, at its sole cost and expense, in compliance with all the applicable governmental laws and regulations. Construction of the Leasehold Improvements shall be deemed to have commenced when Lessee begins site grading or site preparation. All such Leasehold Improvements shall be and remain the property of Lessee.

7. Maintenance and Repair. During the Term, Lessee, at its sole cost and expense, shall maintain in thorough repair and in good and safe condition the Premises and the Leasehold Improvements. Lessee's maintenance obligations shall include, without limitation, such stormwater system(s) on the Premises as may be required by local or state ordinances and regulations.

8. Utilities. Lessee shall be responsible for all charges, fees and expenses associated with the provision of utilities necessary for its construction and use of the Leasehold Improvements and for its occupancy and possession of the Premises.

9. Insurance and Liability.

9.1 Lessee Insurance. Lessee shall obtain adequate insurance coverage in accordance with all applicable laws for (i) general liability, (ii) automobile liability, and (iv) fire and extended coverage with regard to the Lessee's operations on or about Premises and the Leasehold Improvements located thereon. Lessee shall require any of its contractors or agents entering the Premises to obtain and keep in place with well rated insurers, authorized to do business in the State of North Carolina, adequate insurance coverage, as applicable, for (i) statutory workers' compensation including, employers' liability; (ii) comprehensive general

liability including, personal injury, broad form property damage, independent contractor, XCU (explosion, collapse, underground) and products/completed operations; (iii) automobile liability; and (iv) fire and extended coverage insurance. Evidence of compliance with the insurance requirements set out in this provision shall be provided to Lessor prior to commencement of improvements on the Premises.

9.2 Insurance Requirements. All policies maintained by Lessee shall be purchased only from insurers who are authorized to do business in the State of North Carolina, who comply with the requirements thereof, and who carry an A.M. Best Company rating of “A” or “A+.”

9.3 Lessee’s Liability. As between Lessee and Lessor, Lessee, subject to the terms of this Lease, shall be primarily liable for the negligent or intentional acts or omissions of its agents, contractors or employees. As to third parties, Lessee agrees to save Lessor harmless from and against any and all loss, damage, claim, demand, liability, or expense, including reasonable attorney fees, by reason of damage to person or property on or about the Premises, which may arise or be claimed to have arisen as a result of the possession, occupation, use or operation of the Premises by Lessee, its agents or employees, except where such loss or damage arises from the willful or negligent misconduct of Lessor, its agents or employees. It is the intent of this section that Lessee shall hold Lessor harmless and indemnify Lessor to the extent allowed under North Carolina law.

10. Casualty. In the event the Premises and the Leasehold Improvements, or a substantial part thereof, shall be damaged by fire or other casualty, Lessee may, at its option, terminate this Lease or cause the Premises and the Leasehold Improvements to be repaired or renovated. If Lessee determines to make the necessary repairs or renovations, any proceeds from fire or casualty insurance shall belong to Lessee. In such event, Lessee, at its sole cost and expense, shall cause the repairs and renovations to be made in a good and workmanlike manner, without unreasonably delay, and in compliance with all applicable governmental laws and regulations and the Approved Plans. If Lessee determines not to make the necessary repairs or renovations, then this Lease shall terminate and Lessee, at Lessor’s option, shall cause the Premises to be restored to a condition reasonably approximating that existing at the Effective Date and any proceeds from fire or other casualty insurance, less payment for any permitted indebtedness thereon, payment to Lessee for its personal property located on the Premises and any payment necessary to restore the Premises, shall belong to Lessor. Lessee’s determination concerning repair as stated in this Section shall be given to Lessor in writing within ninety (90) days of the fire or casualty causing the damage.

11. Hazardous Materials.

11.1 Definitions. For purposes of this Lease: (i) “Hazardous Material” or “Hazardous Materials” means and includes, without limitation, (a) solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, or in any applicable state or local law or regulation, (b) hazardous substances, as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (“CERCLA”), or in any applicable state or local law or regulation, (c) gasoline, or any other petroleum product or by-product, (d) toxic substances, or rodenticides, as defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, or in any applicable state or local law or regulation, as each such Act, statute, or regulation may be

amended from time to time; (ii) "Release" shall have the meaning given such term, in Environmental Laws, including, without limitation, CERCLA; and (iii) "Environmental Law" or "Environmental Laws" shall mean "Super Fund" or "Super Lien" law or any other federal, state, or local statute, law, ordinance, or code, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be legally in effect, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated and officially adopted thereunder or in connection therewith: Super Fund Amendments and Reauthorization Act of 1986 ("SARA"); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"); The Clean Air Act ("CAA"); the Clean Water Act ("CWA"); the Toxic Substance Control Act ("TSCA"); the Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act ("RCRA"); the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970 ("OSHA"). All obligations and liabilities arising under this Section 14 which arise out of events or actions occurring prior to the expiration or termination of this Lease shall survive the assignment of this Lease and the expiration, termination, cancellation or release of record of this Lease.

11.2 Lessee Not Liable for Hazardous Materials. Lessee shall not be responsible for any damage, loss, or expense resulting from the prior existence on the Premises of any Hazardous Material. Lessee shall be responsible for any damage, loss, or expense resulting from the existence on the Premises of any Hazardous Material generated, stored, disposed of or transported to or over the Premises resulting from Lessee's improvements made to the Premises.

11.3 Lessee's Obligations. Lessee shall give Lessor immediate written notice of any problem, Release, threatened Release or discovery of any Hazardous Materials on or about the Premises or claim thereof. If such problem, Release, threatened Release or discovery was caused by Lessee, its employees, agents, contractors, invitees or licensees, this notice shall include a description of measures taken or proposed to be taken by Lessee to contain and/or remediate the Release of Hazardous Materials and any resultant damage to or impact on property, persons and/or the environment (which term includes, without limitation, soil, surface water or groundwater) on, under or about the Premises. In the event of a Release caused solely by Lessee and at Lessee's own expense, Lessee shall promptly take all steps necessary to clean up or remediate any Release of Hazardous Materials, comply with all Environmental Laws and otherwise report and/or coordinate with Lessor and all appropriate governmental agencies.

11.4 Liability. To the extent allowed by North Carolina law Lessor agrees to save Lessee harmless from and against any and all liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expense (including, without limitation, attorneys' and experts' fees) and claims of any and every kind of whatsoever paid, incurred, suffered by, or asserted against Lessee with respect to, or as a direct or indirect result of the violation of any Environmental Laws applicable to the Premises, to the extent that such violation is caused by the activities of Lessor or any predecessor in interest to Lessor. To the extent allowed by North Carolina law Lessee agrees to save Lessor harmless from and against any and all liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expense (including, without limitation, attorneys' and experts' fees) and claims of any and

every kind of whatsoever paid, incurred, suffered by, or asserted against Lessor with respect to, or as a direct or indirect result of the violation of any Environmental Laws applicable to the Premises, to the extent that such violation is caused by the activities of Lessee.

12. Waste / Interference. Lessee shall not use the Premises in any manner that will constitute waste.

13. Compliance. Lessee agrees to comply, at Lessee's sole cost and expense, with all governmental laws, rules, ordinances and regulations applicable to the Premises or Lessee's use and occupancy thereof.

14. Liens. Lessee agrees to pay all lawful claims associated with the construction of the Leasehold Improvements on a timely basis and shall save Lessor harmless from and against any and all claims by third parties and contractors arising out of the construction of the Leasehold Improvements. Lessee shall not encumber the Premises with any mortgages or permit any mechanic's, materialman's, contractor's, subcontractor's or other similar lien arising from any work of improvement performed by or on behalf of Lessee, however it may arise, to stand against the Premises. In the event the Premises are encumbered by any such lien, Lessee may in good faith contest the claim underlying such lien

15. Events of Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee (an "Event of Default"):

15.1 Vacation / Abandonment. Lessee ceases to occupy, abandons or vacates the Premises for the purposes of this Lease before the expiration of the Term.

15.2 Unlawful Purpose. If Lessee allows the Premises to be used for any unlawful purpose.

15.3 Use by Habitat Homeowners. Lessee causes the Premises to be unavailable for the use and enjoyment of Habitat for Humanity Homeowners residing in Orange County, North Carolina, and their families and invitees.

16. Lessor's Remedies. Upon the occurrence of any Event of Default or failure by Lessee to perform any obligation of Lessee under this Lease, which failure is not cured within the specific time periods provided in this Lease or if no specific time period is provided, then within one hundred eighty (180) days after written notice to Lessee (or if such failure cannot be cured within one hundred eighty (180) days, then within a reasonable period of time, provided Lessee proceeds promptly and diligently to cure such breach), whichever occurs first, then Lessor, at its option may (i) terminate Lessee's right to possession of the Premises at any time by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor; and/or (ii) pursue any other remedy now or hereafter available to Lessor under North Carolina law.

17. Right of Lessor to Re-Enter. In the event of any termination of this Lease by Lessor or

the enforcement of any other remedy by Lessor under this Lease, Lessor shall have the immediate right to enter upon and repossess the Premises and remove or store Lessee's personal property and Leasehold Improvements in accordance with the terms of Section 19. Lessee hereby waives all claims arising from Lessor's re-entering and taking possession of the Premises and removing and storing the property of Lessee as permitted under this Lease and will save and hold Lessor harmless from all losses, costs or damages occasioned Lessor thereby. No such reentry shall be considered or construed to be a forcible entry by Lessor.

18. Legal Costs. In the event of any breach each Party shall be solely responsible for that Party's own legal costs and expenses including reasonable attorney's fees. .

19. Ownership of Leasehold Improvements; Surrender of Premises. During the Term, ownership of the Leasehold Improvements shall be in Lessee. At the expiration of the Term or the earlier termination of this Lease, Lessee shall promptly quit and surrender the Premises in good order, condition and repair, ordinary wear and tear excepted. The Leasehold Improvements shall remain the property of Lessee for a period of ninety (90) days. The Parties shall work together to remove such Leasehold Improvements from the premises within a reasonable time with such removal being at the sole expense of the Lessee. At the termination of this Lease, Lessee shall remove any and all of Lessee's personal property, trade fixtures and equipment from the Premises. All leasehold improvements and such personal property, trade fixtures and equipment not so removed by Lessee and remaining on the Premises ninety (90) days after the termination of this Lease shall, at Lessor's option, become the property of Lessor or Lessor may have the property removed or stored, at Lessee's expense.

20. Holdover. In the event Lessee remains in possession of the Premises after the expiration of the Term and without an extension, renewal, or the execution of a new lease, Lessee shall occupy the Premises as a tenancy at sufferance subject to all of the conditions of this Lease insofar as consistent with such a tenancy. However, either Party shall give not less than sixty (60) days written notice to terminate the tenancy.

21. Miscellaneous.

21.1 Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the Parties, their successors and permitted assigns.

21.2 Authority. Each person executing this Lease on behalf of Lessee does hereby represent and warrant that that this Lease was duly approved by the governing body of Lessee, that this Lease is the act and deed of Lessee, that Lessee has full lawful right and authority to enter into this Lease and to perform all of its obligations hereunder, and that each person signing this Lease on behalf of Lessee is duly and validly authorized to do so. Each person executing this Lease on behalf of Lessor does hereby represent and warrant that that this Lease was duly approved by the governing body of Lessor, that this Lease is the act and deed of Lessor, that Lessor has full lawful right and authority to enter into this Lease and to perform all of its obligations hereunder, and that each person signing this Lease on behalf of Lessor is duly and validly authorized to do so.

21.3 Relationship Between Parties. Nothing in this Lease shall be construed to render

the Lessor in any way or for any purpose a partner, joint venturer, or associate in any relationship with Lessee other than that of Lessor and Lessee, nor shall this Lease be construed to authorize either to act as agent for the other.

21.4 Applicable Law. This Lease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles.

21.5 Entire Agreement. This instrument contains the entire agreement between the Parties, and no statement, premise, inducement, representation or prior agreement which is not contained in this written Lease shall be valid or binding.

21.6 Amendment. No amendment, modification, alteration, renewal, extension, or revision of this Lease shall be valid and binding unless made in writing and signed by Lessee and Lessor.

21.7 Construction of Language. The terms “lease,” “lease agreement” or “agreement” shall be inclusive of each other, and also shall include renewals, extensions, or modifications of this Lease. Words of any gender used in this Lease shall be held to include any other gender, and words of the singular shall be held to include the plural and the plural to include the singular when the sense requires. The section or paragraph headings and the titles are not a part of this Lease and shall have no effect upon the construction and interpretation of any part hereof.

21.8 Terms. Capitalized terms used in this Lease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

21.9 Effect of Waiver or Forbearance. No covenant or condition of this Lease can be waived except by written consent of the Parties. A waiver of any covenant or condition on one occasion shall not be deemed a waiver of said covenant or condition on any subsequent occasion unless such fact is specifically stated in the waiver. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by Lessee, and until Lessee has completely performed all covenants and conditions of this Lease, Lessor shall be entitled to invoke any remedy available to Lessor under this Lease or any law or equity despite such forbearance or indulgence.

21.10 Survival. All obligations accruing prior to expiration of the term of this Lease shall survive the expiration or other termination of this Lease.

21.11 Lessor’s Remedies Cumulative. The rights and remedies of Lessor specified in this Lease shall be cumulative and in addition to any other rights and/or remedies otherwise available, whether or not specified in this Lease.

21.12 Severability. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity,

illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

21.13 Construction. No provision of this Lease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

21.14 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

21.15 Renewal. At the option of Lessee this Lease may be renewed for up to four (4) twenty (20) year terms.

21.16 Memorandum of Lease for Recording. At the request of either Party, Lessor and Lessee shall execute a memorandum of this Lease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Lease shall set forth the Parties, provide a description of the Premises, specify the Term and incorporate this Lease by reference.

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

To Lessor:     Habitat for Humanity, Orange County, N.C., Inc.  
                   Attn: Susan Levy, Executive Director  
                   88 Vilcom Center Drive, L110  
                   Chapel Hill, NC 27514

To Lessee:     Orange County  
                   Attn: County Manager  
                   Post Office Box 8181  
                   Hillsborough, NC 27278

The address to which notices shall be mailed as aforesaid to either Party may be changed by written notice.

**[signatures begin on following page]**

IN TESTIMONY WHEREOF, Lessor has caused this instrument to be executed in its name by \_\_\_\_\_, attested by \_\_\_\_\_, and its corporate seal affixed hereto, by authority duly given; and Lessee has caused this instrument to be executed in its name by its Chair of the Board of Commissioners or County Manager, attested, by its Clerk and its County seal hereto affixed by authority duly given, all as of the dates set forth in the notary acknowledgments below.

**LESSEE:**

ORANGE COUNTY

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

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

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

**ATTEST:**

\_\_\_\_\_  
Clerk (Seal)

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and State do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is Clerk of the Orange County and that by authority duly given and as an act of the Orange County, the foregoing instrument was signed by \_\_\_\_\_, its \_\_\_\_\_, attested by himself/herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

My Commission Expires: \_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

**LESSOR:**

HABITAT FOR HUMANITY, ORANGE COUNTY, N.C., INC.

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

ATTEST:

\_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF ORANGE

I, \_\_\_\_\_, a Notary Public in and for Orange county and State of North Carolina, do hereby certify that \_\_\_\_\_, personally came before me this day and acknowledged that she is \_\_\_\_\_, and that by authority duly given and as the act of Habitat for Humanity, Orange County, N.C., Inc., the foregoing instrument was signed in its name by \_\_\_\_\_, sealed with the corporate seal, and attested by herself as \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

**EXHIBIT A**

## Description of Premises

Lying and being in Orange County, North Carolina and being more particularly described as follows:

**EXHIBIT B**

Leasehold Improvements

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 18, 2014

**Action Agenda  
Item No.** 7-b

**SUBJECT:** Whitted Permanent Meeting Room Update

**DEPARTMENT:** Asset Management Services

**PUBLIC HEARING: (Y/N)**

No

**ATTACHMENT(S):**

Bid Tabulation

**INFORMATION CONTACT:**

Jeff Thompson, (919) 245-2658

**PURPOSE:** To:

- 1) Receive an update on the bid award for the Whitted Permanent Meeting Room; and
- 2) Authorize the County Manager to execute change orders for the project up to the project budget

**BACKGROUND:** On November 19, 2013 the Board of County Commissioners authorized the Manager to award the bid for the Whitted Permanent Meeting Room project during the winter break.

On December 19, 2013 nine (9) firms submitted bids for the project (note Attachment, "Bid Tabulation"). Lomax Construction Company of Greensboro, NC submitted the lowest responsive and responsible bid totaling \$880,400 (base bid and two alternates) and was awarded the project.

Lomax was issued a Notice to Proceed for the work on January 27, 2014. The construction duration is approximately four months, followed by furniture and technology installations. Depending upon construction progress, management of unforeseen conditions and the facility commissioning process, the room may be available as early as the last regular BOCC meeting in Hillsborough in June 2014.

**FINANCIAL IMPACT:** The BOCC has approved \$1,500,000 for this project as part of the FY2013-14 Capital Investment Plan. Expenditures for this project are as follows:

|  |                    |
|--|--------------------|
| Professional Design and Materials Testing Services | \$119,600          |
| Construction                                       | \$880,400          |
| Owner Costs – Furniture and Technology             | \$350,000          |
| Owner Contingency and Unforeseen Conditions        | \$150,000          |
| <b>Total</b>                                       | <b>\$1,500,000</b> |

**RECOMMENDATION(S):** The Manager recommends that the Board:

- 1) Receive an update on the bid award for the Whitted Permanent Meeting Room; and
- 2) Authorize the County Manager to execute change orders for the project up to the project budget.

## Bid Tabulation for 1st Floor Renovation of Richard E. Whitted Building, Hillsborough, NC

Orange County

Project No. 1218

Bids Received: December 19, 2013

| Single-Prime<br>General Contractors | Lic. # | Add.<br>Recd. | Bid<br>Bond | MBE | E-<br>verify | Safety<br>Record | Base Bid       | Alternate G-1<br>Asphalt Paving | Alternate G-2<br>Exterior Stair |
|-------------------------------------|--------|---------------|-------------|-----|--------------|------------------|----------------|---------------------------------|---------------------------------|
| Ajax Building Corporation           |        |               |             |     |              |                  | did not bid    |                                 |                                 |
| ASJ Wilson Construction LLC         |        |               |             |     |              |                  | did not bid    |                                 |                                 |
| Bolton Construction and Service     |        |               |             |     |              |                  | did not bid    |                                 |                                 |
| Bordeaux Construction Co., Inc.     | 9266-U | ■             | ■           | ■   | ■            | ■                | \$845,000.00   | \$53,000.00                     | \$16,730.00                     |
| Callis Contractors, Inc.            |        |               |             |     |              |                  | did not bid    |                                 |                                 |
| Central Builders Inc. of Mebane     | 4176   | ■             | ■           | ■   | ■            | ■                | \$898,000.00   | \$55,000.00                     | (\$1,200.00)                    |
| L. A. Downey Construction Co.       | 1774   | ■             | ■           | ■   | ■            | ■                | \$976,394.00   | \$41,259.00                     | (\$4,039.00)                    |
| DiamondWater Construction           |        |               |             |     |              |                  | did not bid    |                                 |                                 |
| David Hill Builders, Inc.           | 32728  | ■             | ■           | ■   | ■            | ■                | \$1,019,300.00 | \$45,146.00                     | \$0.00                          |
| Hutchins Construction               |        |               |             |     |              |                  | did not bid    |                                 |                                 |
| Infinity Construction Group, Inc.   |        |               |             |     |              |                  | did not bid    |                                 |                                 |
| H. M. Kern Corporation              | 8542   | ■             | ■           | ■   | ■            | ■                | \$921,600.00   | \$52,500.00                     | \$4,700.00                      |
| Lomax Construction Co.              | 37571  | ■             | ■           | ■   | ■            | ■                | \$837,400.00   | \$40,500.00                     | \$2,500.00                      |
| Mackem Construction, LLC            |        |               |             |     |              |                  | did not bid    |                                 |                                 |
| National Panels, LLC                |        |               |             |     |              |                  | did not bid    |                                 |                                 |
| SBC Contracting, Inc.               |        |               |             |     |              |                  | did not bid    |                                 |                                 |
| Sparkman Construction               |        |               |             |     |              |                  | did not bid    |                                 |                                 |
| S&S Building and Development        | 61690  | ■             | ■           | ■   | ■            | ■                | \$845,000.00   | \$42,615.00                     | \$0.00                          |
| W. C. Construction Company          | 63557  | ■             | ■           | ■   | ■            | ■                | \$1,016,800.00 | \$14,000.00                     | (\$3,300.00)                    |
| C. T. Wilson Construction Co., Inc. | 2443   | ■             | ■           | ■   | ■            | ■                | \$977,632.00   | \$40,023.00                     | (\$30.00)                       |
|                                     |        |               |             |     |              |                  |                |                                 |                                 |

Bids as shown above, received at 4:00 pm, Thursday, December 19, 2013, have been checked, validated and are hereby certified as correct.

*Kenneth E. Redfoot A.I.A.*



Kenneth E. Redfoot, AIA

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 18, 2014

**Action Agenda  
Item No. 7-c**

**SUBJECT:** Approval of Contract to Purchase Real Property – Triangle Land Conservancy

**DEPARTMENT:** Environment, Agriculture,  
Parks and Recreation  
(DEAPR)

**PUBLIC HEARING: (Y/N)**

|    |
|----|
| No |
|----|

**ATTACHMENTS:**

- 1) Vicinity Map
- 2) Site Map
- 3) Master Plan Map (Hollow Rock  
Access Area)
- 4) Offer to Purchase and Contract

**INFORMATION CONTACT:**

David Stancil, 919-245-2510  
Rich Shaw, 919-245-2514

**PURPOSE:** To consider approval of a contract to purchase 2.6 acres at 686 Erwin Road from Triangle Land Conservancy for the future Hollow Rock Access Area and New Hope Preserve.

**BACKGROUND:** In 1992, Orange County, Chapel Hill, Durham County and the City of Durham adopted the New Hope Corridor Master Plan, which called for preservation of lands along the New Hope Creek corridor, from central Orange County to Jordan Lake. The master plan envisioned a public trail network with a number of “access areas” at strategic locations, including the Hollow Rock Access Area at the intersection of Erwin Road and Pickett Road.

The planned Hollow Rock Access Area is a 75-acre site comprised of multiple land parcels owned separately by Orange County, Durham County, the Town of Chapel Hill and the Triangle Land Conservancy. The site straddles the Orange-Durham county line and New Hope Creek flows from north to south along the western boundary.

The site was acquired in a series of separate land transactions from 2001 through 2008. The Triangle Land Conservancy (TLC) purchased the first two acres in 2002, and then advocated for further acquisitions by local government partners. Orange County purchased four parcels from different entities from 2005 through 2007 with the help of state grants made possible by TLC. The purchase of a 43-acre tract from Duke University by Durham and Orange counties and the Town of Chapel Hill was completed in 2008 with funding assistance from City of Durham, the State of North Carolina, and the Erwin Area Neighborhood Group (EANG). The State grants require that portions of the site be protected with permanent conservation easements.

In 2006, the four local governments signed an interlocal agreement for the acquisition, planning and operation of the Hollow Rock Access Area, and also established a Hollow Rock Master

Plan Committee, co-chaired by Commissioner Barry Jacobs and including Commissioner Alice Gordon. The Committee worked over an 18-month period to develop a master plan that was adopted by all four local government partners in 2009-10. Orange County adopted the plan on April 20, 2010.

The Triangle Land Conservancy (TLC) has been involved in the project since its inception, but it is now ready to convey its portion of the property for an addition to the public recreation area.

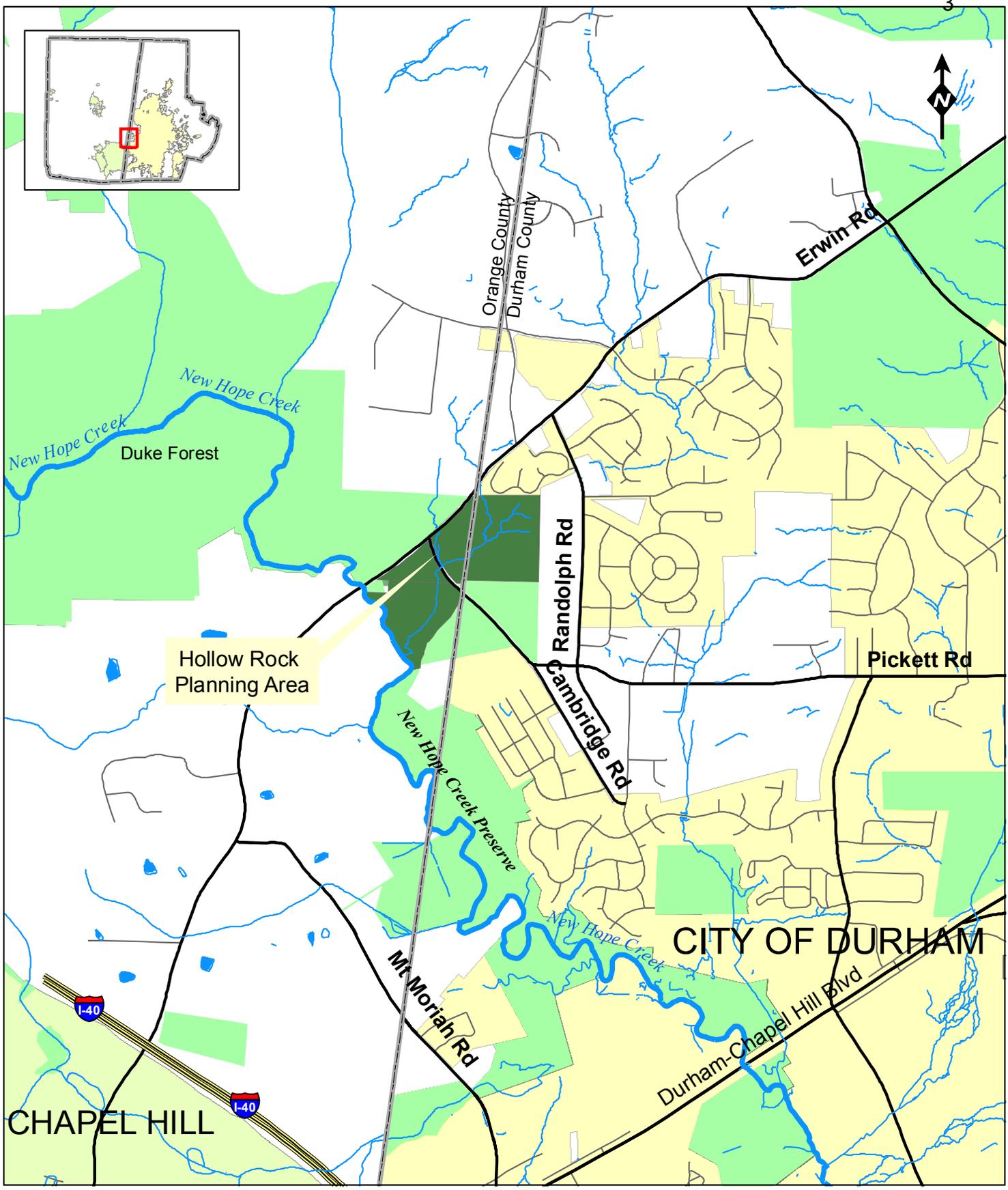
TLC has offered to sell its 2.6-acre parcel (686 Erwin Road) to the County for \$66,013 plus transaction costs. TLC purchased the property in 2001 for \$132,000 with help from a grant from the NC Clean Water Management Trust Fund. The current tax value is \$211,915 (\$144,846 land; \$67,069 buildings). The proposed purchase price would be a "bargain sale".

The County has negotiated the terms of a contract consistent with TLC's offer with a closing date anticipated by the end of April 2014. Following that action, the property would be part of the future Hollow Rock Access Area. Construction of the planned public amenities is anticipated over the next two years with help from a \$200,000 Recreational Trails Program grant that was recently awarded to Durham County in collaboration with Orange County.

**FINANCIAL IMPACT:** The cost of purchase of the 2.6 acres is \$66,000, with additional transaction costs of approximately \$5,000. Funding for the acquisition would come from the Lands Legacy Fund (voter-approved 2001 Parks and Open Space bonds converted to alternative financing in 2008-09) of which there is \$1,467,000 currently available.

**RECOMMENDATIONS:** The Manager recommends that the Board:

- Approve the purchase of approximately 2.6 acres of land located on Erwin Road from Triangle Land Conservancy; and
- Authorize the Chair to sign the contract on behalf of the County, subject to final review by staff and County Attorney; and
- Instruct the County Attorney and staffs from DEAPR and Financial Services to schedule and complete a closing on the property expected to occur on or before April 30, 2014.



Hollow Rock Planning Area

CITY OF DURHAM

CHAPEL HILL

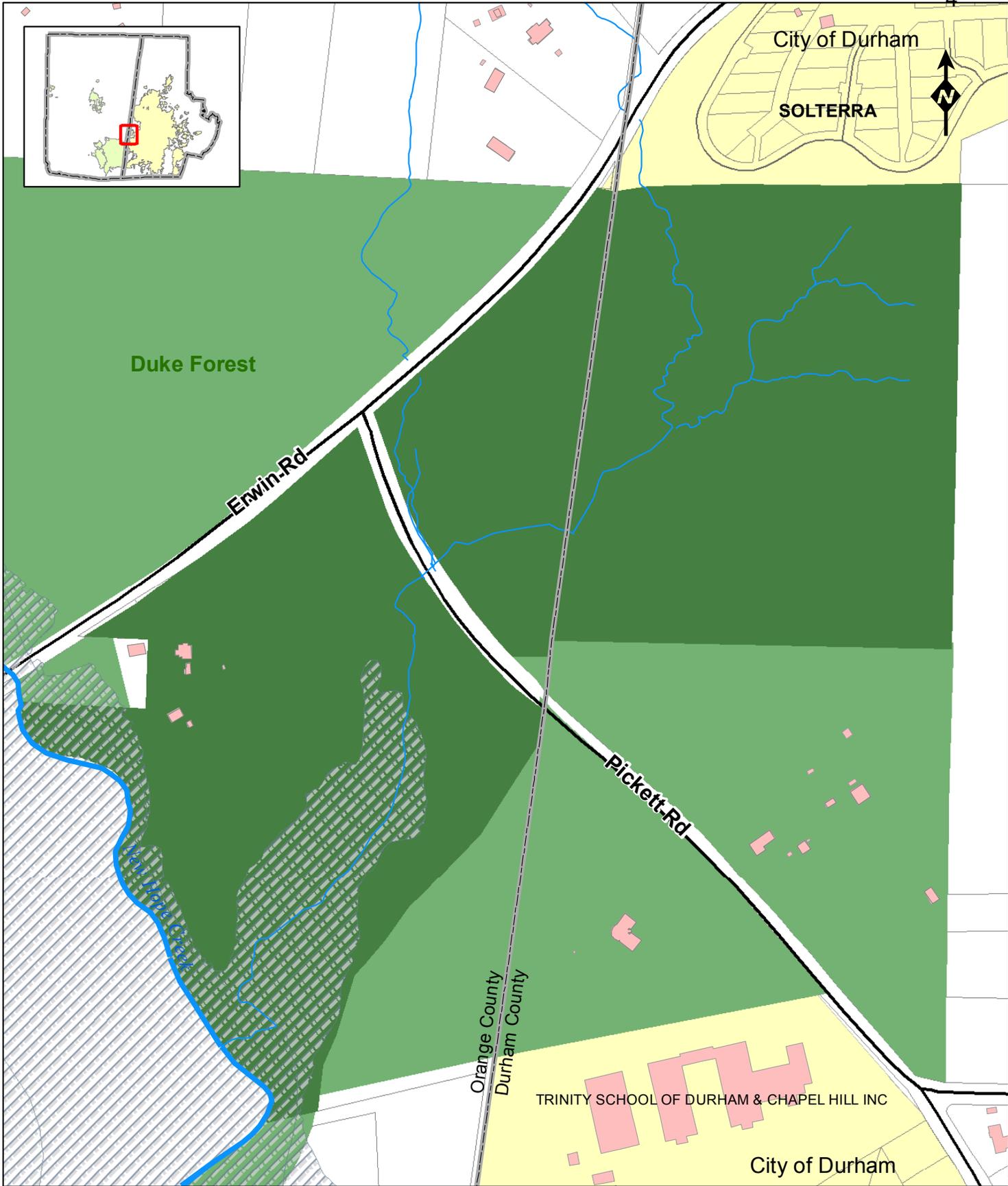
- Hollow Rock Planning Area
- Open Space
- Streams
- Roads

## Hollow Rock Access Overview

### Figure B. Vicinity Map



|  |  |
|--|--|
|  | <b>Hollow Rock Planning Area</b><br>Durham and Orange County                           |
|  | Thursday, September 6, 2007 12:12:57 PM<br>H:\GIS\HollowRock\HollowRockPlanning811.mxd |



- Hollow Rock Planning Area
- Open Space
- 100-year Floodplain
- Streams
- Building Footprints
- Parcels
- City of Durham

# Hollow Rock Access Figure A. Site Map



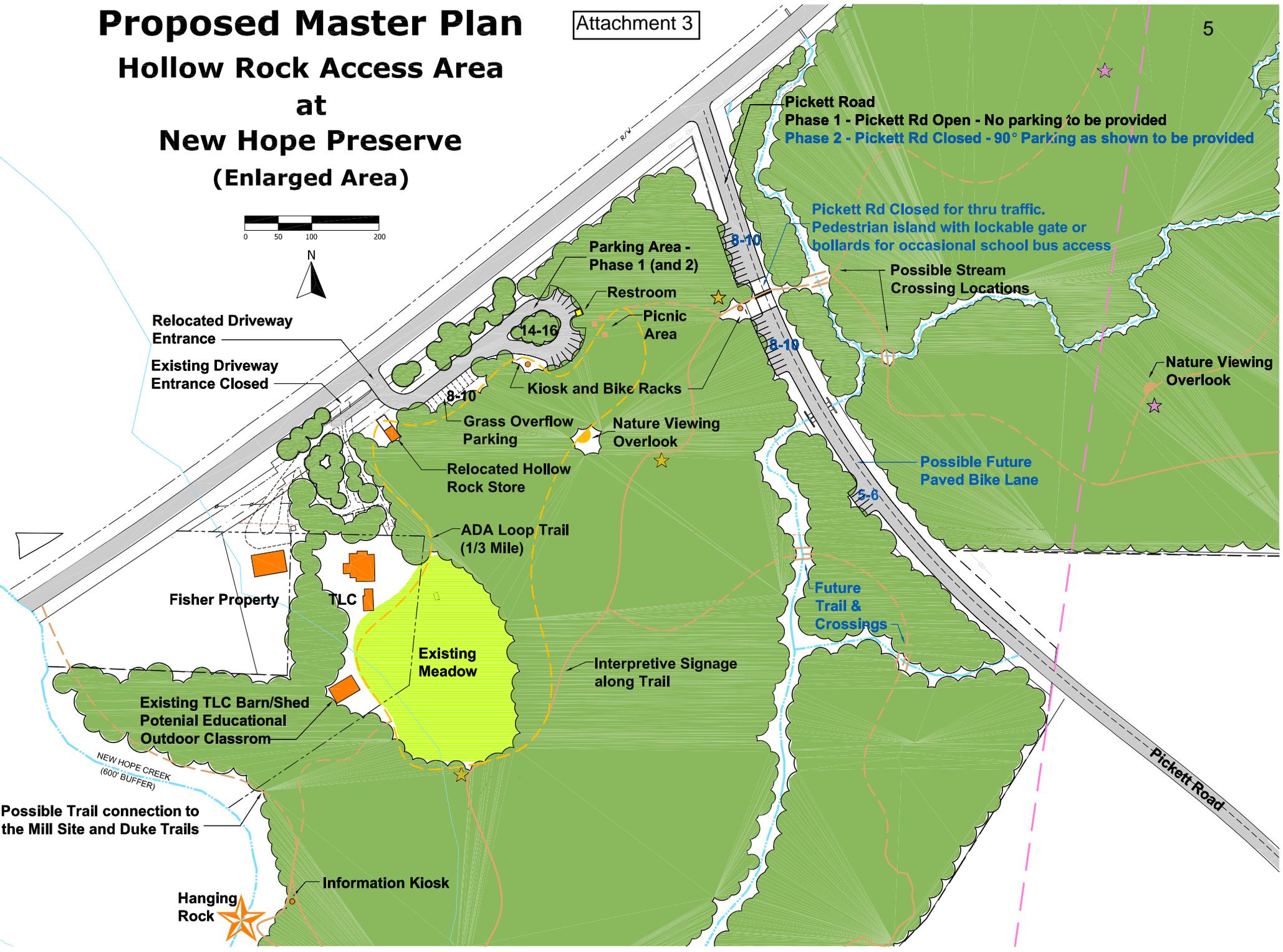
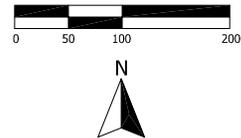
Hollow Rock Planning Area  
Durham and Orange County

Thursday, September 6, 2007 1:48:23 PM  
H:\GIS\HollowRock\MXD\Opps\_Consts\Figure\_B\_site.mxd

# Proposed Master Plan Hollow Rock Access Area at New Hope Preserve (Enlarged Area)

Attachment 3

5



## Attachment 4

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Return to John Roberts, Office of the County Attorney, Box 8181, Hillsborough, NC 27278

STATE OF NORTH CAROLINA  
 COUNTY OF ORANGE

**OFFER TO PURCHASE AND CONTRACT**

THIS OFFER TO PURCHASE AND CONTRACT (“Agreement”), made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2014 by and between TRIANGLE LAND CONSERVANCY, a North Carolina non-profit corporation having an address of 514 South Duke Street, Durham, North Carolina 27701, hereafter called “Seller”, and ORANGE COUNTY, NORTH CAROLINA, a body politic and corporate, a political subdivision of the State of North Carolina, having an address of P.O. Box 8181, Hillsborough, North Carolina 27278, hereafter called “Buyer”;

**WITNESSETH:**

Buyer hereby offers to purchase and Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of real property located in Orange County, North Carolina, which said real property is hereinafter referred to as “the Property” and is more particularly described as follows:

The approximately 2.58 acres of land and any improvements thereon, and which land is illustrated on the GIS map that is Exhibit A hereto. The Property is identified as having Orange County PIN 9891919120.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:

1. **PURCHASE PRICE**: The purchase price for the Property shall be SIXTY-SIX THOUSAND AND 13/100 DOLLARS (\$ 66,013) plus any amount due Seller as the result of the calculation made in Section 4(c) below for ad valorem taxes on the Property for the calendar year in which the Closing occurs. The purchase price shall be paid by payment in cash at the closing.

2. **TITLE**: Title will be delivered to Buyer at closing by a General Warranty Deed from Seller, made to Orange County, North Carolina, which shall be fee simple marketable title, free of liens, encumbrances, easements, restrictions, rights and conditions, including, but not limited to, any promissory note, mortgage, deed of trust, real estate contract, right of first refusal, or option to buy, other than current property taxes and rights, reservations, covenants, easements, conditions, and restrictions of record as of the effective date of this Agreement that do not materially affect the value of the Property or unduly interfere with Buyer's intended use of the Property, which exceptions must be approved in writing by Buyer ("Permitted Exceptions"). The deed conveying the Property shall be on a North Carolina Bar form General Warranty Deed. The Property description in the deed shall conform to the survey of the Property to be prepared as prescribed in Section 4(a) of this Agreement.

3. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER**: Seller makes the following representations and warranties to Buyer as of the effective date of this Agreement and again as of the Closing Date:

(a) **Title**. At the Closing Date, Seller shall have good, marketable, and indefeasible fee simple title to the Property subject only to the Permitted Exceptions, and Seller is aware of no other matters that adversely affect title to the Property.

(b) Leases. There are no leases, licenses, or other agreements granting any person or persons the right to use or occupy the Property or any portion thereof except as described in Section 3(d) of this Agreement.

(c) Options. Seller has not granted any options nor is Seller committed nor obligated in any manner whatsoever to sell the Property or any portion thereof to any party other than Buyer.

(d) Construction Liens. To the extent any improvements have been made or will be made to the Property prior to the Closing Date that might form the basis of mechanics' or materialmen's liens, Seller agrees to keep the Property free from such liens that might result and to indemnify, defend, and hold Buyer harmless from any and all such liens and all attorneys' fees and other costs incurred by reason thereof.

(e) Reports. All Reports, certificates, and other documents containing factual information delivered by Seller, or by Seller's agents in connection with this Agreement, are and shall be, to the best of Seller's knowledge, true and complete and shall not contain any untrue statement of material fact or omit to state any material fact, the disclosure of which is necessary to make the statements contained therein and in this Agreement, in light of the circumstances under which they are made, not misleading.

(f) Environmental.

(1) Seller has no knowledge of any underground storage tanks being located on the Property. Buyer agrees to perform a Phase I Environmental Assessment of the Property (hereafter "the Phase I"), at Buyer's expense. Should the Phase I disclose that one or more underground storage tanks are located on the property, a condition precedent to Buyer's obligation to close on the sale of the Property is that the following be done at Seller's expense: (1) any underground storage tanks located on the Property be removed, (2) all discharged fuel oil

or other contaminants be removed from the Property, (3) a copy of a certificate demonstrating removal and clean-up be provided to Orange County, c/o Jeffrey Thompson, Director of Assets Management Services, P.O. Box 8181, Hillsborough, North Carolina 27278, as soon as the certificate is available and (4) the original of the certificate be provided to Buyer at the closing.

(2) Seller warrants and represents to Buyer as follows:

(i) Seller has no knowledge of, and no reason to believe (A) that any industrial use has been made of the Property, (B) that, except for chemicals used in the farming of the Property, the Property has been used for the storage, treatment or disposal of chemicals or any wastes or materials that are classified by federal, State or local laws as hazardous or toxic substances, or (C) that any manufacturing, landfilling or chemical production has occurred on the Property.

(ii) To the best of Seller's knowledge, the Property is in compliance with all federal, State and local environmental laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 USC 9601 *et seq.*, and the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Public Law No. 99-499, 100 Stat. 1613.

(iii) Seller has fully disclosed to Buyer that Seller has no knowledge of the existence, extent and nature of any hazardous materials, substances, wastes or other environmentally regulated substances (including without limitation, any materials containing asbestos), in or under the Property or use in connection therewith.

(3) Seller shall indemnify and hold Buyer harmless from and against (i) any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of

every kind and nature suffered by or asserted against Buyer as a direct or indirect result of any warranty or representation made by Seller in subsection (e) herein being false or untrue in any material respect, or (ii) any requirement under any law, regulation or ordinance, local, State or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances existing or placed on the Property at any time up to and including the Closing Date.

(4) Should the Phase I disclose the existence on the Property of any hazardous materials, substances, wastes or other environmentally regulated substances (including without limitation, any materials containing asbestos), a condition precedent to Buyer's obligation to close on the sale of the Property is that the following be done at Seller's expense: (1) any such material or substance located on the Property be removed, (2) other found contaminants be removed from the Property, (3) that a copy of a certificate demonstrating removal and clean-up be provided to Orange County, c/o Jeffrey Thompson, Director of Assets Management Services, P.O. Box 8181, Hillsborough, North Carolina 27278, as soon as the certificate is available and (4) that the original of the certificate be provided to Buyer at the closing.

(5) Seller's obligations under this Section shall survive the closing and continue in full effect notwithstanding receipt of the purchase price.

(h) Representations/Warranties. All representations and warranties contained in this Agreement are true and correct as of the date of execution of this Agreement and will be true as of the Closing Date and shall survive closing and execution and delivery of the Deed and shall not be merged therein.

4. **SETTLEMENT CHARGES:**

(a) Seller shall pay for the preparation of a deed, for the preparation and recording of all documents necessary to convey marketable fee simple title free of liens and encumbrances, and for the excise tax required by law.

(b) Buyer shall pay for recording the deed.

(c) Ad valorem taxes on the Property, if any, for the calendar year in which the closing occurs shall be paid by Seller. The credit for pro-rated ad valorem taxes on the Property that would be due Seller if Buyer were not a North Carolina local government shall be added to the purchase price as provided in Section 1 of this Agreement. Seller shall pay any Orange County ad valorem taxes on personal property of Seller for the entire year of the closing. Seller shall pay all deferred taxes and any tax penalties including late listing penalties.

(d) Buyer shall pay for a survey of the Property and all other closing costs other than those associated with environmental cleanup, if necessary, as provided for in Section 3(f).

5. **CONDITIONS:**

(a) Seller agrees to allow Buyer access to the Property for the purpose of inspecting, testing and analyzing the Property at any time prior to the closing of the purchase of the Property.

(b) On request of Buyer, Seller agrees to exercise Seller's best efforts to deliver to Buyer, as soon as reasonably possible following the signing of this agreement, copies of any title information in possession of or available to Seller, including, but not limited to, title insurance policies, attorneys opinions on title, surveys, covenants, deeds, notes, and deeds of trust and easements relating to the Property.

(c) Any and all deeds of trust, liens or other charges against the Property not assumed by Buyer must be paid and cancelled by Seller prior to or at closing.

(d) Seller will have up to two (2) months following closing to remove personal property from the Property. Any personal property that is not removed by Seller within the two (2) months following closing will be considered abandoned property and may be retained or disposed of by Buyer in its sole discretion. All structures located on the Property are real property. Seller agrees to move personal property located on the Property as necessary to enable Buyer to complete its site evaluation, soil evaluation and any other engineering or site preparation deemed reasonably necessary by Buyer.

(e) Buyer agrees that this Purchase and Contract is for the Property only, including any structures located on the Property and is not for the purchase of personal property which is located on the Property such as tools, equipment, supplies, and other furnishing located in or around the structures or otherwise on the Property.

(f) A condition precedent to Buyer's obligation to close on the sale of the Property is that Buyer's Board of Commissioners formally approve the purchase of the Property by action in an open public meeting as provided by law.

6. **MISCELLANEOUS PROVISIONS:**

(a) This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment or discharge or termination is sought, and then only to the extent set forth in such instrument.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without, however, giving effect to any principle of conflicts of law.

(c) The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

(d) Any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing Date, shall survive the closing and remain binding upon and for the benefit of the parties hereto, their heirs, personal representatives, successors or assigns, until fully observed, kept or performed.

(e) This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective beneficiaries, heirs, personal representatives, successors and permitted assigns.

(f) As used in this Agreement, the masculine shall include the feminine and neuter, and vice versa; the singular shall include the plural and the plural shall include the singular, as the context may require.

(g) Any provision contained in this agreement which by its nature and effect, if required to be observed, kept or performed after closing shall survive the closing and shall remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

7. **CLOSING**: All parties agree to execute any and all documents and papers necessary in connection with the closing and transfer of title to the Property on or before April 30, 2014 in Hillsborough, North Carolina (“Closing Date”).

8. **POSSESSION**: Possession of the Property shall be delivered at closing.

**IN WITNESS WHEREOF**, the Seller has caused this instrument to be signed by its Executive Director, the day and year written above, and Orange County has caused this instrument to be signed by the Chair of the Board of County Commissioners and attested by the Clerk to its Board of County Commissioners, all the day and year written above.

**SELLER:**

**TRIANGLE LAND CONSERVANCY**  
a North Carolina Non-profit Corporation

By: \_\_\_\_\_  
Chad Jemison, Executive Director

**BUYER:**

**ORANGE COUNTY, NORTH CAROLINA**

By: \_\_\_\_\_  
Barry Jacobs, Chair  
Orange County Board of Commissioners

**ATTEST:**

\_\_\_\_\_  
Donna S. Baker, Clerk  
to the Board of Commissioners

NORTH CAROLINA  
ORANGE COUNTY

I, \_\_\_\_\_, a Notary Public of Orange County, North Carolina, certify that Chad Jemison personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

NORTH CAROLINA  
COUNTY OF ORANGE

I, a Notary Public of the County and State aforesaid, certify that Donna S. Baker personally came before me this day and acknowledged that she is Clerk to the Board of Commissioners for Orange County, North Carolina and that by authority duly given and as the act of Orange County, North Carolina the foregoing instrument was signed in its name by the Chair of said Board of Commissioners and attested by her as Clerk to said Board of Commissioners.

Witness my hand and official stamp or seal, this the \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 18, 2014

**Action Agenda**

**Item No.** 11-a

**SUBJECT:** Adult Care Community Advisory Committee – Appointment

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**DEPARTMENT:** Board of Commissioners

**PUBLIC HEARING: (Y/N)**

No

**ATTACHMENT(S):** Under Separate Cover  
Membership Roster  
Recommendation  
Application(s) for Person(s) Recommended  
Interest List  
Application(s) of Person(s) on the Interest  
List

**INFORMATION CONTACT:**  
Clerk's Office, 245-2130

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**PURPOSE:** To consider making appointments to the Adult Care Community Advisory Committee.

**BACKGROUND:** The following appointment is for Board consideration:

- Appointment to a first partial term for Mr. James Bartow

| POSITION NO. | NAME             | SPECIAL REPRESENTATIVE | EXPIRATION DATE |
|--------------|------------------|------------------------|-----------------|
| 11           | Mr. James Bartow | At-Large               | 10/31/2014      |

**FINANCIAL IMPACT:** None.

**RECOMMENDATION(S):** The Board will consider making an appointment to the Adult Care Community Advisory Committee.

# Board and Commission Members

## And Vacant Positions

### ***Adult Care Home Community Advisory Committee***

Meeting Times: 3:30 p.m. - 5:00 p.m. Bi-monthly

Terms: 3

Contact Person: Charlotte Terwilliger

Meeting Place:

Positions: 12

Length: 2 years

Contact Phone: 919-558-9401

Description: Members are appointed by the Board of Commissioners to at-large positions. There is an initial one-year training term with subsequent eligibility for three additional two-year terms. This committee works to maintain the intent of the Adult Care Home Residents' Bill of Rights for those residing in licensed adult care homes. The members of this committee also promote community involvement and cooperation with these homes to ensure quality care for the elderly and disabled adults.

|   |   |  |  |  |
|---|---|--|--|--|
| 1 | <b>Dr. Mario Battigelli</b><br><br>1307 Wildwood Drive<br>Chapel Hill NC 27514          | Day Phone: 919-942-5756<br>Evening Phone:<br>FAX:<br>E-mail: mcbattigelli@gmail.com                            | Sex: Male<br>Race: Caucasian<br>Township: Chapel Hill<br>Resid/Spec Req: At-Large<br>Special Repr:       | First Appointed: 04/19/2011<br>Current Appointment: 03/22/2012<br>Expiration: 03/31/2014<br>Number of Terms: 1 |
| 2 | <b>Mr. Daniel Hatley</b><br><b>Chair</b><br>317 W. University<br>Chapel Hill NC 27516   | Day Phone: 919-200-0822<br>Evening Phone: 309-252-1169<br>FAX: 888-514-4878<br>E-mail: dan@hatleylawoffice.com | Sex: Male<br>Race: Caucasian<br>Township: Chapel Hill<br>Resid/Spec Req: At-Large<br>Special Repr: DD/MR | First Appointed: 08/17/2010<br>Current Appointment: 11/19/2013<br>Expiration: 10/31/2015<br>Number of Terms: 2 |
| 3 | <b>Ms. Deborah Rider</b><br><br>2314 Red Oak CT.<br>Hillsborough NC 27278               | Day Phone: 919-818-6489<br>Evening Phone: 919-732-9476<br>FAX:<br>E-mail: drider1736@gmail.com                 | Sex: Female<br>Race: Caucasian<br>Township: Hillsborough<br>Resid/Spec Req: At-Large<br>Special Repr:    | First Appointed: 06/19/2012<br>Current Appointment: 09/17/2013<br>Expiration: 06/30/2016<br>Number of Terms: 1 |
| 4 | <b>Mr. Max Mason</b><br><b>Vice-Chair</b><br>821 Tinkerbell Rd.<br>Chapel Hill NC 27517 | Day Phone: 919-649-7937<br>Evening Phone:<br>FAX:<br>E-mail: maxomason@yahoo.com                               | Sex: Male<br>Race: Caucasian<br>Township: Chapel Hill<br>Resid/Spec Req: At-Large<br>Special Repr:       | First Appointed: 06/07/2011<br>Current Appointment: 06/19/2012<br>Expiration: 06/30/2015<br>Number of Terms: 1 |
| 5 | <b>Dr. Anthony John Vogt</b><br><br>713 W. Barbee Chapel Road<br>Chapel Hill NC 27517   | Day Phone: 919-929-8646<br>Evening Phone: 919-929-8646<br>FAX: NA<br>E-mail: ajvogt@earthlink.net              | Sex: Male<br>Race: Caucasian<br>Township: Chapel Hill<br>Resid/Spec Req: At-Large<br>Special Repr:       | First Appointed: 10/16/2012<br>Current Appointment: 11/19/2013<br>Expiration: 10/31/2015<br>Number of Terms: 0 |

# Board and Commission Members

## And Vacant Positions

### ***Adult Care Home Community Advisory Committee***

Meeting Times: 3:30 p.m. - 5:00 p.m. Bi-monthly

Terms: 3

Contact Person: Charlotte Terwilliger

Meeting Place:

Positions: 12

Length: 2 years

Contact Phone: 919-558-9401

Description: Members are appointed by the Board of Commissioners to at-large positions. There is an initial one-year training term with subsequent eligibility for three additional two-year terms. This committee works to maintain the intent of the Adult Care Home Residents' Bill of Rights for those residing in licensed adult care homes. The members of this committee also promote community involvement and cooperation with these homes to ensure quality care for the elderly and disabled adults.

|    |  |   |  |  |
|----|--|---|--|--|
| 6  | <b>Mr Richard Gross</b><br>3006 Joshua Dr<br>Hillsborough NC 27278         | Day Phone: 644-0157<br>Evening Phone: same<br>FAX: na<br>E-mail: na                                       | Sex: Male<br>Race: Caucasian<br>Township: Eno<br>Resid/Spec Req: At-Large<br>Special Repr:                   | First Appointed: 10/06/2009<br>Current Appointment: 11/19/2013<br>Expiration: 10/31/2015<br>Number of Terms: 3 |
| 7  | <b>Ms Rosie Benzonelli</b><br>837 Kenmore Rd<br>Chapel Hill NC 27514       | Day Phone: 919-923-7673<br>Evening Phone: 919-923-7673<br>FAX:<br>E-mail: rbenzonelli@gmail.com           | Sex: Female<br>Race: Caucasian<br>Township: Chapel Hill<br>Resid/Spec Req: At-Large<br>Special Repr:         | First Appointed: 09/17/2013<br>Current Appointment: 09/17/2013<br>Expiration: 10/30/2014<br>Number of Terms:   |
| 8  | <b>Ms. Joyce Teston</b><br>2326 Highway 86 South<br>Hillsborough NC 27278  | Day Phone: n/a<br>Evening Phone: n/a<br>FAX:<br>E-mail: joyceteston@gmail.com                             | Sex: Female<br>Race: Caucasian<br>Township: Hillsborough<br>Resid/Spec Req: At-Large<br>Special Repr:        | First Appointed: 09/17/2013<br>Current Appointment: 09/17/2013<br>Expiration: 06/30/2014<br>Number of Terms:   |
| 9  | <b>Ms. T. L. Crews</b><br>4921 Guess Rd<br>Roumeont NC 27522               | Day Phone: 919 732-6974<br>Evening Phone: 919 732-6974<br>FAX:<br>E-mail: crewsez@aol.com                 | Sex: Female<br>Race: African American<br>Township: Little River<br>Resid/Spec Req: At-Large<br>Special Repr: | First Appointed: 03/22/2012<br>Current Appointment: 03/19/2013<br>Expiration: 03/31/2016<br>Number of Terms: 1 |
| 10 | <b>Dr. Beverly Foster</b><br>2454 Springview Trail<br>Chapel Hill NC 27514 | Day Phone: 919 966-4995<br>Evening Phone: 919 967-2930<br>FAX: 919 843-6212<br>E-mail: Bev_Foster@unc.edu | Sex: Female<br>Race: Caucasian<br>Township: Chapel Hill<br>Resid/Spec Req: At-Large<br>Special Repr:         | First Appointed: 06/18/2013<br>Current Appointment: 06/18/2013<br>Expiration: 06/30/2014<br>Number of Terms:   |

# Board and Commission Members

## And Vacant Positions

### ***Adult Care Home Community Advisory Committee***

Meeting Times: 3:30 p.m. - 5:00 p.m. Bi-monthly

Terms: 3

Contact Person: Charlotte Terwilliger

Meeting Place:

Positions: 12    Length: 2 years

Contact Phone: 919-558-9401

Description: Members are appointed by the Board of Commissioners to at-large positions. There is an initial one-year training term with subsequent eligibility for three additional two-year terms. This committee works to maintain the intent of the Adult Care Home Residents' Bill of Rights for those residing in licensed adult care homes. The members of this committee also promote community involvement and cooperation with these homes to ensure quality care for the elderly and disabled adults.

|    |   |  |  |
|----|---|--|--|
| 11 | <b>VACANT</b><br><br>Day Phone:<br>Evening Phone:<br>FAX:<br>E-mail:  | Sex:<br>Race:<br>Township:<br>Resid/Spec Req: At-Large<br>Special Repr:                              | First Appointed:<br>Current Appointment:<br>Expiration: 10/30/2014<br>Number of Terms:                         |
| 12 | <b>Mrs Karen Schnell</b><br><br>4421 Lynch Store Rd<br>Mebane NC 27302<br><br>Day Phone: 919 304 5880<br>Evening Phone:<br>FAX:<br>E-mail: schnellkar@yahoo.com | Sex: Female<br>Race: Caucasian<br>Township: Cedar Grove<br>Resid/Spec Req: At-Large<br>Special Repr: | First Appointed: 09/17/2013<br>Current Appointment: 09/17/2013<br>Expiration: 10/30/2014<br>Number of Terms: 0 |

## Thom Freeman

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**From:** Charlotte Terwilliger <cterwilliger@tjcog.org>  
**Sent:** Tuesday, January 21, 2014 12:23 PM  
**To:** Thom Freeman  
**Subject:** RE: ACH CAC appointment recommendation

I thought Karen was in the #11 position.  
 Please have Mr Bartow go into the #11 position.  
 Sorry for the confusion.  
 When you have a chance could you send me an updated list for both the NH and ACH CAC?  
 Thanks.

Charlotte Terwilliger, MSW  
 Regional Long Term Care Ombudsman

Area Agency on Aging  
 Triangle J Council of Governments  
 4307 Emperor Blvd., Suite 110, Durham, NC 27703  
 (o) 919-558-9401 / (f) 919-998-8101  
[cterwilliger@tjcog.org](mailto:cterwilliger@tjcog.org) / [www.tjcog.org](http://www.tjcog.org)

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**From:** Thom Freeman [mailto:[tfreeman@orangecountync.gov](mailto:tfreeman@orangecountync.gov)]  
**Sent:** Tuesday, January 21, 2014 12:18 PM  
**To:** Charlotte Terwilliger  
**Subject:** RE: ACH CAC appointment recommendation

Hi Charlotte,

I show that position #11 is vacant and Karen Schnell is in position #12. Please confirm.

Thanks,  
 Thom

---

**From:** Charlotte Terwilliger [mailto:[cterwilliger@tjcog.org](mailto:cterwilliger@tjcog.org)]  
**Sent:** Tuesday, January 21, 2014 10:51 AM  
**To:** Thom Freeman  
**Subject:** RE: ACH CAC appointment recommendation

Feb would be fine.  
 Thanks and enjoy the week.  
 Charlotte

Charlotte Terwilliger, MSW  
 Regional Long Term Care Ombudsman

Area Agency on Aging

Triangle J Council of Governments  
 4307 Emperor Blvd., Suite 110, Durham, NC 27703  
 (o) 919-558-9401 / (f) 919-998-8101  
[cterwilliger@tjcog.org](mailto:cterwilliger@tjcog.org) / [www.tjcog.org](http://www.tjcog.org)

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**From:** Thom Freeman [mailto:tfreeman@orangecountync.gov]  
**Sent:** Tuesday, January 21, 2014 10:49 AM  
**To:** Charlotte Terwilliger  
**Subject:** RE: ACH CAC appointment recommendation

Thanks Charlotte. The next BOCC meeting to include appointments will likely be on February 18<sup>th</sup>. This month's docket is full.

Thom

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**From:** Charlotte Terwilliger [mailto:cterwilliger@tjcog.org]  
**Sent:** Tuesday, January 21, 2014 10:47 AM  
**To:** Thom Freeman  
**Subject:** ACH CAC appointment recommendation

Dear Thom,

The Adult Care Home Community Advisory Committee voted to recommend Mr. James Bartow for a one year training term at their 1/16/13 business meeting..

Mr. Bartow has a strong interest in the long term care system and in improving the quality of life for Orange County residents living in long term care facilities.

This appointment would be for the #12 vacancy on this committee.

Please let me know if you need additional information to move Mr. Bartow's appointment recommendation forward. Thank you.

Sincerely,  
 Charlotte

Charlotte Terwilliger, MSW  
 Regional Long Term Care Ombudsman

Area Agency on Aging  
 Triangle J Council of Governments  
 4307 Emperor Blvd., Suite 110, Durham, NC 27703  
 (o) 919-558-9401 / (f) 919-998-8101  
[cterwilliger@tjcog.org](mailto:cterwilliger@tjcog.org) / [www.tjcog.org](http://www.tjcog.org)

## Volunteer Application Orange County Advisory Boards and Commissions

**Name:** Mr James Bartow  
**Name Called:**  
**Home Address:** 118 Collums Rd  
 Chapel Hill NC 27514  
**Phone (Day):** 919 932-2682  
**Phone (Evening):** 919 932-2682  
**Phone (Cell):** 919 360-1374  
**Email:** jmsbartow@gmail.com  
**Place of Employment:** Self employed  
**Job Title:** Attorney  
**Year of OC Residence:** 1999  
**Township of Residence:** Chapel Hill  
**Zone of Residence:**  
**Sex:** Male  
**Ethnic Background:** Caucasian

### Community Activities/Organizational Memberships:

Currently I volunteer monthly for the IFC kitchen, I am a member of Chapel Hill Friends meeting, and do occasional pro-bono projects with legal aid of NC.

### Past Service on Orange County Advisory Boards:

None

### Boards/Commissions applied for:

#### Adult Care Home Community Advisory Committee

##### Background, education and experience relevant to this board:

While in law school I studied legal implications of preparing for long term care and assisted living, including an independent study on medicaid assistance and long term care. Additionally, while studying abroad in the United Kindgom, I worked in a member of parliament s office and my duties included assisting individuals to find adequate housing including cases of disabilities and special needs.

##### Reasons for wanting to serve on this board:

Having had relatives in long term care situations I know the importance of insuring that residents have adequate care and support. I am also interested in getting hands on experience relating to the relationship between long term care facilities and the state and local governments.

##### Conflict of Interest:

### Supplemental Questions:

### Other Comments:

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**This application was current on:** 1/6/2014 12:13:36 PM

**Date Printed:** 1/21/2014

# Applicant Interest Listing

by Board Name and by Applicant Name

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## *Adult Care Home Community Advisory Committee*

Contact Person: Charlotte Terwilliger  
Contact Phone: 919-558-9401

**Mr James Bartow**  
118 Collums Rd  
Chapel Hill NC 27514

Day Phone: 919 932-2682  
Evening Phone: 919 932-2682  
Cell Phone: 919 360-1374  
E-mail: jmsbartow@gmail.com

Sex: Male  
Race: Caucasian  
Township: Chapel Hill  
Date Applied: 01/06/2014

Skills:

Also Serves On:

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**Miss Danielle Mosley**  
476 Melanie Court  
Chapel Hill NC 27514

Day Phone: 919-309-5685  
Evening Phone:  
Cell Phone:  
E-mail: Dlynm26@gmail.com

Sex: Female  
Race: Caucasian  
Township: Chapel Hill  
Date Applied: 06/26/2012

Skills: Club Nova

Also Serves On:

---

## Volunteer Application Orange County Advisory Boards and Commissions

**Name:** Miss Danielle Mosley  
**Name Called:**  
**Home Address:** 476 Melanie Court  
 Chapel Hill NC 27514  
**Phone (Day):** 919-309-5685  
**Phone (Evening):**  
**Phone (Cell):**  
**Email:** Dlynnm26@gmail.com  
**Place of Employment:**  
**Job Title:**  
**Year of OC Residence:** 2011  
**Township of Residence:** Chapel Hill  
**Zone of Residence:** C.H. City Limits  
**Sex:** Female  
**Ethnic Background:** Caucasian

### Community Activities/Organizational Memberships:

### Past Service on Orange County Advisory Boards:

#### Boards/Commissions applied for:

##### Adult Care Home Community Advisory Committee

Background, education and experience relevant to this board:

Reasons for wanting to serve on this board:

Conflict of Interest:

##### Board of Health

Background, education and experience relevant to this board:

Reasons for wanting to serve on this board:

Conflict of Interest:

##### Agricultural Preservation Board

Background, education and experience relevant to this board:

Reasons for wanting to serve on this board:

Conflict of Interest:

### Supplemental Questions:

Work Experience: Club Nova

Volunteer Experience: Club Nova

Education: Attending school for ged

**Other Comments:**

STAFF COMMENTS: Applied for Adult Care Home Community Advisory Committee, Board of Health, and Agricultural preservation Board on 06/26/2012. ADDRESS VERIFICATION: Melanie Court is Chapel Hill Township, Chapel Hill Town Limits.

This application was current on: 6/26/2012 11:06:45 AM

Date Printed: 1/21/2014

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 18, 2014

**Action Agenda**

**Item No.** 11-b

**SUBJECT:** Animal Services Advisory Board – Appointments

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**DEPARTMENT:** Board of Commissioners

**PUBLIC HEARING: (Y/N)**

No

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**ATTACHMENT(S):** Under Separate Cover

Membership Roster

Recommendations

Applications for Persons Recommended

Interest List

Applications for Persons on the Interest List

**INFORMATION CONTACT:**

Clerk's Office, 245-2130

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**PURPOSE:** To consider making appointments to the Animal Services Advisory Board.

**BACKGROUND:** The following information is for Board consideration:

- Appointment to a first full term for Ms. Caroline Green.
- Appointment to a partial term for Mr. Marshall Gray.
- Appointment to a first full term for Dr. Beth Grooms.

| POSITION NO. | NAME           | SPECIAL REPRESENTATIVE                   | EXPIRATION DATE |
|--------------|----------------|--|-----------------|
| 7            | Caroline Green | At-Large                                 | 06/30/2016      |
| 10           | Marshall Gray  | Animal Advocate                          | 06/30/2014      |
| 12           | Beth Grooms    | Certified Animal<br>Handler/Trainer/Tech | 06/30/2016      |

**FINANCIAL IMPACT:** None.

**RECOMMENDATION(S):** The Board will consider the information provided for potential appointments to the Animal Services Advisory Board.

# Board and Commission Members

## And Vacant Positions

### ***Animal Services Advisory Board***

Meeting Times: 6:30 pm-8:30 pm Third Wed. each month

Terms: 2

Contact Person: Paula Ragan

Meeting Place: Community Room of the Animal Services Facility

Positions: 12

Length: 3 years

Contact Phone: 919-942-7387 x219

Description: The Animal Services Advisory Board is charged to provide input and advice to the staff of the Animal Services Department. This function may include reviewing the allocation of resources, assisting in planning programs, and advising the Animal Services Director on policies and operation of the Animal Services Department. This Board was begun 06/30/2005.

|   |  |   |  |  |
|---|--|---|--|--|
| 1 | <b>Dr. Susan Elmore</b><br><b>Chair</b><br>308 Glenwood Drive<br>Chapel Hill NC 27514    | Day Phone: 919-541-3474<br>Evening Phone: 919-967-4172<br>FAX:<br>E-mail: elmore@niehs.nih.gov                      | Sex: Female<br>Race: Caucasian<br>Township: Chapel Hill<br>Resid/Spec Req:<br>Special Repr: Veterinarian from Health Board | First Appointed: 09/21/2010<br>Current Appointment: 06/07/2011<br>Expiration: 06/30/2014<br>Number of Terms: 1 |
| 2 | <b>Dr. DeWana Anderson</b><br>118 Creekview Circle<br>Carrboro NC 27510                  | Day Phone: 919-967-9261<br>Evening Phone: 919-967-9261<br>FAX:<br>E-mail: dewana.anderson@gmail.com                 | Sex: Female<br>Race: Caucasian<br>Township: Chapel Hill<br>Resid/Spec Req:<br>Special Repr: Veterinarian                   | First Appointed: 06/18/2013<br>Current Appointment: 06/18/2013<br>Expiration: 06/30/2016<br>Number of Terms: 1 |
| 3 | <b>Ms. Michelle Walker</b><br><b>Vice-Chair</b><br>106 Carol Street<br>Carrboro NC 27510 | Day Phone: 919-448-8029<br>Evening Phone:<br>FAX:<br>E-mail: michelle.merck.walker@gmail.com                        | Sex: Female<br>Race: Caucasian<br>Township: Chapel Hill<br>Resid/Spec Req:<br>Special Repr: Town of Carrboro               | First Appointed: 06/19/2012<br>Current Appointment: 06/19/2012<br>Expiration: 06/30/2015<br>Number of Terms: 1 |
| 4 | <b>Ms. Aviva Scully</b><br>1103 Willow Drive<br>Chapel Hill NC 27517                     | Day Phone: 644-3200<br>Evening Phone: 225-1254<br>FAX: 644-3226<br>E-mail: lattegoddess@gmail.com                   | Sex: Female<br>Race: Caucasian<br>Township: Chapel Hill<br>Resid/Spec Req:<br>Special Repr: Town of Chapel Hill            | First Appointed: 10/05/2010<br>Current Appointment: 05/15/2012<br>Expiration: 06/30/2015<br>Number of Terms: 1 |
| 5 | <b>Mr. Arthur Sprinczeles</b><br>610 Churton Grove Blvd<br>Hillsborough NC 27278         | Day Phone: 919-452-2757<br>Evening Phone: 919-241-3531<br>FAX: 919-732-3373<br>E-mail: arthur.sprinczeles@gmail.com | Sex: Male<br>Race: Caucasian<br>Township: Hillsborough<br>Resid/Spec Req:<br>Special Repr: Town of Hillsborough            | First Appointed: 11/19/2013<br>Current Appointment: 11/19/2013<br>Expiration: 06/30/2015<br>Number of Terms: 1 |

# Board and Commission Members

## And Vacant Positions

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Positions: 12

Length: 3 years

Contact Phone: 919-942-7387 x219

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|    |  |   |   |  |
|----|--|---|---|--|
| 6  | <b>Mr Warren Porter Jr</b><br><br>9204 Laurel Springs Dr<br>Chapel Hill NC 27516 | Day Phone: 919-612-8992<br>Evening Phone: 919-612-8992<br>FAX:<br>E-mail: woz300z@yahoo.com       | Sex: Male<br>Race: Caucasian<br>Township: Chapel Hill<br>Resid/Spec Req:<br>Special Repr: Non-Municipality  | First Appointed: 04/23/2013<br>Current Appointment: 04/23/2013<br>Expiration: 06/30/2015<br>Number of Terms: 1 |
| 7  | <b>VACANT</b>  | Day Phone:<br>Evening Phone:<br>FAX:<br>E-mail:   | Sex:<br>Race:<br>Township:<br>Resid/Spec Req:<br>Special Repr: At-Large                                     | First Appointed: 11/19/2013<br>Current Appointment: 11/19/2013<br>Expiration: 06/30/2016<br>Number of Terms: 1 |
| 8  | <b>Mr Michael Stewart</b><br><br>3303 Highland Farm Rd<br>Hillsborough NC 27278  | Day Phone: 919-644-0499<br>Evening Phone: 919-644-0499<br>FAX:<br>E-mail: mikestewartnc@gmail.com | Sex: Male<br>Race: Caucasian<br>Township: Cheeks<br>Resid/Spec Req:<br>Special Repr: Non-Municipality       | First Appointed: 06/07/2011<br>Current Appointment: 06/07/2011<br>Expiration: 06/30/2014<br>Number of Terms: 1 |
| 9  | <b>Ms. Judy Miller</b><br><br>403 Jericho Rd.<br>Hillsborough NC 27278           | Day Phone: 919-732-9969<br>Evening Phone: 919-241-3001<br>FAX:<br>E-mail: jmiller221@hotmail.com  | Sex: Female<br>Race: Caucasian<br>Township: Cedar Grove<br>Resid/Spec Req:<br>Special Repr: Animal Advocacy | First Appointed: 12/13/2011<br>Current Appointment: 06/30/2013<br>Expiration: 06/30/2016<br>Number of Terms: 1 |
| 10 | <b>VACANT</b>  | Day Phone:<br>Evening Phone:<br>FAX:<br>E-mail:   | Sex:<br>Race:<br>Township:<br>Resid/Spec Req:<br>Special Repr: Animal Advocacy                              | First Appointed:<br>Current Appointment:<br>Expiration: 06/30/2014<br>Number of Terms:                         |

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# Board and Commission Members

## And Vacant Positions

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### ***Animal Services Advisory Board***

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Terms: 2

Contact Person: Paula Ragan

Meeting Place: Community Room of the Animal Services Facility

Positions: 12

Length: 3 years

Contact Phone: 919-942-7387 x219

Description: The Animal Services Advisory Board is charged to provide input and advice to the staff of the Animal Services Department. This function may include reviewing the allocation of resources, assisting in planning programs, and advising the Animal Services Director on policies and operation of the Animal Services Department. This Board was begun 06/30/2005.

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### **Ms. Suzanne Roy**

11

114 W.. Orange Street  
Hillsborough NC 27278

Day Phone: 919-697-9389

Evening Phone: 919-732-8978

FAX: 928-268-9998

E-mail: [suzanne.e.roy@earthlink.net](mailto:suzanne.e.roy@earthlink.net)

Sex: Female

Race: Caucasian

Township: Hillsborough

Resid/Spec Req:

Special Repr: Animal Advocacy

First Appointed: 10/23/2007

Current Appointment: 06/07/2011

Expiration: 06/30/2014

Number of Terms: 2

---

### **VACANT**

12

Day Phone:

Evening Phone:

FAX:

E-mail:

Sex:

Race:

Township:

Resid/Spec Req:

Special Repr: Certified Animal Handler/Trainer/Technician

First Appointed:

Current Appointment:

Expiration: 06/30/2016

Number of Terms:

## Thom Freeman

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**From:** Bob Marotto  
**Sent:** Friday, January 24, 2014 7:32 AM  
**To:** Donna Baker; Thom Freeman  
**Cc:** michelle.merck.walker@gmail.com; woz300z@yahoo.com  
**Subject:** Animal Services Advisory Board Recommendations for Board Vacancies

**Importance:** High

*Donna and Thom:*

*At its first monthly meeting of 2014 earlier this week, the Animal Services Advisory Board (ASAB) reviewed the available applications for the three current vacancies on the board. On this basis, the ASAB is making the following recommendations to the Board of County Commissioners:*

- *Animal Trainer/Handler position recommendation: Beth Grooms, DDS, PA who is a Certified Professional Dog Trainer. The ASAB has no back-up recommendation for this position because it does not believe any of the other applicants are qualified for the position on the basis of his or her credentials and/or certification.*
- *Animal Advocate position recommendation: Marshall Gray, JD, given his extensive experience with animal policy and animal law. The ASAB's back-up recommendation, in the event Mr. Gray is not available, is Maureen Hoffman, MD, PhD, who has participated in the rescue activities of Independent Animal Rescue and the US Equine Rescue League and who also has decades of experience caring for and training animals.*
- *At Large position recommendation: Caroline Green given her long term interest in animals and animal welfare in Orange County and prior involvement with the ASAB (which was cut short when she changed her residence). The ASAB's back-up recommendation, in the event Ms. Green is not available, is Maureen Brown, who has substantial experience and knowledge in local government and public administration.*

*All of these recommendations are unanimously made by the ASAB to the BOCC.*

*Please let me know if I or the board may be of further assistance.*

*Sincerely,*

**Bob Marotto**  
**Director**  
**Orange County Animal Services**  
**(919) 968-2287**

*Check us out online or on facebook for all the fun this Holiday Season!*

web: [www.orangecountync.gov/animalservices](http://www.orangecountync.gov/animalservices)  
facebook: [www.facebook.com/OCASpets](http://www.facebook.com/OCASpets)

*Pursuant to applicable North Carolina General Statutes, any electronic mail message sent from this account or received by this account, and any attachments thereto, may be considered a public record; and as such they are subject to inspection by anyone at anytime.*

## Volunteer Application Orange County Advisory Boards and Commissions

**Name:** Ms Caroline Green  
**Name Called:**  
**Home Address:** 108 Oak Street  
 Carrboro NC 27510  
**Phone (Day):** 919-414-1453  
**Phone (Evening):** 919-414-1453  
**Phone (Cell):**  
**Email:** carolinekgreen@gmail.com  
**Place of Employment:** InnerOptic Technology, Inc  
**Job Title:** Regulatory and Grants Manager  
**Year of OC Residence:** 1996  
**Township of Residence:** Chapel Hill  
**Zone of Residence:** Carrboro City Limits  
**Sex:** Female  
**Ethnic Background:** Caucasian

### Community Activities/Organizational Memberships:

### Past Service on Orange County Advisory Boards:

Animal Services Advisory Board 2006-2008

### Boards/Commissions applied for:

#### Animal Services Advisory Board

##### Background, education and experience relevant to this board:

I served on the ASAB from roughly 2006-2008, at which point I moved out of the jurisdiction I was representing. Since then, I've served on the boards of Paws4Ever and AnimalKind, and am currently volunteering as an Orange County outreach agent for the latter. I'm particularly interested in making low-cost spay/neuter service available to families who need it, and more generally I'm eager to help the animals of Orange County however I can.

##### Reasons for wanting to serve on this board:

##### Conflict of Interest:

### Supplemental Questions:

Work Experience: 2004 - Present: Integration Engineer & Grants Manager, InnerOptic Technology, Inc;

2002 - 2003: Research Assistant & Graduate Student, Integrated Manufacturing Systems Engineering Institute, NC State University;

1998 - 2002: Site Coordinator/Grant Manager, NSF Science & Technology Center for Computer Graphics, UNC-Chapel Hill Dept of Computer Science.

Volunteer Experience: 2005 - Present: Volunteer, Orange County Animal Shelter.

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Education: MS Integrated Manufacturing Systems Engineering, NC State University,  
August 2002 - December 2003;  
BS Mathematics, UNC-Chapel Hill, August 1996 - May 2000.

**Other Comments:**

STAFF COMMENTS: Reapplied 11/10/2013 for Animal Services Advisory Board.  
Reapplied 8/1/2006 for Animal Services and Animal Shelter Design Committee.  
ADDRESS VERIFICATION: 108 Oak Street is Chapel Hill Township, Carrboro  
Jurisdiction, and Carrboro City Limits.

**This application was current on:** 11/10/2013

**Date Printed:** 1/23/2014

## Volunteer Application Orange County Advisory Boards and Commissions

**Name:** CAPT Marshall Gray Jr  
**Name Called:**  
**Home Address:** 304 County Seat Drive  
 Hillsborough NC 272788  
**Phone (Day):** 919-541-4303  
**Phone (Evening):** 434-401-8626  
**Phone (Cell):**  
**Email:** msgj@hotmail.com  
**Place of Employment:** US Public Health Service / US EPA Homeland Sec  
**Job Title:** Progam Manager/ Industrial Hygienist / Commandi  
**Year of OC Residence:**  
**Township of Residence:** Hillsborough  
**Zone of Residence:** Hillsborough Twnshp - In City Limits  
**Sex:** Male  
**Ethnic Background:** Caucasian

### Community Activities/Organizational Memberships:

No current community activities; Member American Conference of Governmental Industrial Hygienist; Diplomat, American Board of Industrial Hygiene; Commissioned Officers Association of the US Public Health Service; American Legion

### Past Service on Orange County Advisory Boards:

Served on the Hillsborough Water and Sewer Advisory Committee (2007 - 2009)

### Boards/Commissions applied for:

#### Commission for the Environment

##### Background, education and experience relevant to this board:

BS, Environmental Health, MS Environmental Engineering; Captain - US Public Health Service; Certified Industrial Hygienist; Commanding Officer USPHS Applied Public Health Team-2 (Epi, Envr Health, Preventive Services); Multiple national disaster response and recovery (Anthrax, hurricanes); Currently manage biodefense program across EPA, HHS, DHS, and DoD. Worked as Environmental Health (Food, Wastewater, Rabies Control) specialist for Commonwealth of VA prior to Navy Medical Service Corps Commission and USPHS.

I would bring a balanced, objective applied view of public health to the board with the ability to lead an issue, or support as needed. I am committed to public health through a career of service and a strong advocate of preventive services to enhance the quality of life of citizens, as well as the burden on service providers. Additionally, I am an advocate of integrating public health as a critical element of emergency planning and response. I have, nor desire, no political or party affiliations, although realize which side often prevails in the balance of science and politics.

- If considered for nomination, will need to verify any conflict of interest, or appearance of conflict due to funding originating from Fed HHS or EPA.
- Need to verify residence approval as I have lived in Orange County since 2002, but am

officially a FL resident on military orders (open ended) to NC. Pay local property taxes to Hillsborough and Orange County.

**Reasons for wanting to serve on this board:**

**Conflict of Interest:**

**Animal Services Advisory Board**

**Background, education and experience relevant to this board:**

Regulatory attorney (licensed in California) with experience drafting legislation and public policy experience, particularly in the area of animal policy. I previously lived in Orange County, NC, from 2002-2006, lived in Durham County from 2007-2010, and relocated back to Orange County (Eno Township) as a homeowner in 2013.

My prior relevant experience includes:

• Animal Legal Defense Fund pro bono attorney (2011-2013)

• Developed Animal Law pro bono team with the law firm of Gibson, Dunn & Crutcher LLP, focusing on legislative analysis and policy projects. Awarded ALDF 2011 and 2012 Firm Advancement in Animal Law Pro Bono Achievement Award.

• Helped manage over \$100,000 as a member of the Town of Chapel Hill Public Arts Commission (2005).

• Served as Board Member and Public Relations Co-Chair of Durham County Women's Commission (2006-2007).

• Policy Consultant for Four Feet Forward, an animal policy organization (2012)

• Completed Animal Law course through Duke University School of Law (2010)

• Pro bono counsel for multiple 501(c)3s for policy review, compliance, and guidance, including animal rescue organizations (2010-2013)

**Reasons for wanting to serve on this board:**

**Conflict of Interest:**

**Supplemental Questions:**

**Other Comments:**

11/19/13 - confirmed with the tax office that Mr. Gray was delinquent on vehicle taxes.

11/22/13 - Mr. Gray confirmed that he paid the delinquent vehicle tax and this was confirmed with the tax office. He lives in the Hillsborough Township, jurisdiction county / Hillsborough City Limits, RI.

**This application was current on:** 11/19/2013 12:41:19 PM

**Date Printed:** 1/23/2014

## Volunteer Application Orange County Advisory Boards and Commissions

**Name:** Dr. Beth Grooms  
**Name Called:**  
**Home Address:** 720 CD Farms Road  
 Hillsborough NC 27278  
**Phone (Day):** 9192254883  
**Phone (Evening):**  
**Phone (Cell):**  
**Email:** river1@mindspring.com  
**Place of Employment:** Beth Grooms, DDS, PA  
**Job Title:** Dentist  
**Year of OC Residence:** 2005  
**Township of Residence:** Chapel Hill  
**Zone of Residence:** County's Rural Buffer  
**Sex:** Female  
**Ethnic Background:** Caucasian

### Community Activities/Organizational Memberships:

Volunteer with the Orange County Chapter of the Coalition to Unchain Dogs  
 Intake coordinator of the Great Dane Rescue Alliance

### Past Service on Orange County Advisory Boards:

#### Boards/Commissions applied for:

##### Animal Services Advisory Board

##### Background, education and experience relevant to this board:

As a volunteer with the Coalition to Unchain Dogs, I frequently assist with building fences in the underserved areas of Orange County. I have seen, first hand, the problems that exist in these areas in regard to the acceptance of spay/neuter programs as well as the tethering ordinances. However, I have also seen the positive impact of a well designed community outreach program. In addition, I am a Certified Professional Dog Trainer - Knowledge Assessed as well as a Professional member of the Association of Professional Dog Trainers.

##### Reasons for wanting to serve on this board:

##### Conflict of Interest:

### Supplemental Questions:

### Other Comments:

This application was current on: 12/1/2013 8:36:42 PM

Date Printed: 1/23/2014

# Applicant Interest Listing

by Board Name and by Applicant Name

## *Animal Services Advisory Board*

Contact Person: Paula Ragan  
Contact Phone: 919-942-7387 x219

|  |   |   |
|--|---|---|
| <b>Ms. Suzy Armstrong</b><br>110 Village Lane<br>Chapel Hill NC 27514<br><br>Skills: Realtor   | Day Phone: 919-933-8723<br>Evening Phone: 919-602-4916<br>Cell Phone:<br>E-mail: sra239@gmail.com<br>Also Serves On:                            | Sex: Female<br>Race: Caucasian<br>Township: Chapel Hill<br>Date Applied: 12/11/2013 |
| <b>Dr. Maureen Brown</b><br>6319 Oakview Ct<br>Hillsborough NC 27278<br><br>Skills:  | Day Phone: 919-479-8647<br>Evening Phone: 919-479-8647<br>Cell Phone: 919-724-5668<br>E-mail: marbrown@uncc.edu<br>Also Serves On:              | Sex: Female<br>Race: Caucasian<br>Township: Eno<br>Date Applied: 12/12/2013         |
| <b>Ms. Virginia Fitt</b><br>5804 Renee Dr.<br>Durham NC 27705<br><br>Skills:   | Day Phone: 9493425184<br>Evening Phone: 9493425184<br>Cell Phone:<br>E-mail: virginia.fitt@gmail.com<br>Also Serves On:                         | Sex: Female<br>Race: Caucasian<br>Township: Eno<br>Date Applied: 12/03/2013         |
| <b>CAP Marshall Gray Jr<br/>T</b><br>304 County Seat Drive<br>Hillsborough NC 27278<br><br>Skills:                                     | Day Phone: 919-541-4303<br>Evening Phone: 434-401-8626<br>Cell Phone:<br>E-mail: msgj@hotmail.com<br>Also Serves On:                            | Sex: Male<br>Race: Caucasian<br>Township: Hillsborough<br>Date Applied: 11/19/2013  |
| <b>Ms Caroline Green</b><br>108 Oak Street<br>Carrboro NC 27510<br><br>Skills: Animal Shelter Volunteer<br>Skills: Grants Coordination | Day Phone: 919-414-1453<br>Evening Phone: 919-414-1453<br>Cell Phone:<br>E-mail: carolinekgreen@gmail.com<br>Also Serves On:<br>Also Serves On: | Sex: Female<br>Race: Caucasian<br>Township: Chapel Hill<br>Date Applied: 11/10/2013 |
| <b>Dr. Beth Grooms</b><br>720 CD Farms Road<br>Hillsborough NC 27278<br><br>Skills:  | Day Phone: 9192254883<br>Evening Phone:<br>Cell Phone:<br>E-mail: river1@mindspring.com<br>Also Serves On:                                      | Sex: Female<br>Race: Caucasian<br>Township: Chapel Hill<br>Date Applied: 12/01/2013 |

# Applicant Interest Listing

by Board Name and by Applicant Name

## *Animal Services Advisory Board*

Contact Person: Paula Ragan  
Contact Phone: 919-942-7387 x219

|   |   |  |
|---|---|--|
| <b>Dr. Maureane Hoffman</b><br>5408 Sunny Ridge Dr<br>Durham NC 27705<br><br>Skills:                                | Day Phone: 919-286-6925<br>Evening Phone: 919-493-2999<br>Cell Phone: 919-810-3868<br>E-mail: maureane@med.unc.edu<br>Also Serves On: | Sex: Female<br>Race: Caucasian<br>Township: Eno<br>Date Applied: 12/30/2013          |
| <b>Mrs Janice Laube</b><br>6826 Carol Lane<br>Hillsborough NC 27278<br><br>Skills: Farmer                           | Day Phone: 919-219-4140<br>Evening Phone:<br>Cell Phone:<br>E-mail: jrlaube@embarqmail.com<br>Also Serves On:                         | Sex: Female<br>Race: Caucasian<br>Township: Little River<br>Date Applied: 02/14/2011 |
| <b>Mr Marshall Morris</b><br>1510 Darlas Walk<br>Mebane NC 27302<br><br>Skills: Cheeks Township                     | Day Phone: 919-563-0814<br>Evening Phone:<br>Cell Phone:<br>E-mail: poems@mebtel.net<br>Also Serves On:                               | Sex: Male<br>Race: Caucasian<br>Township: Cheeks<br>Date Applied: 04/30/2012         |
| <b>Ms. Lori Shapiro</b><br>4131 Red Tail Run<br>Efland NC 27243<br><br>Skills: Animal Care<br>Skills: Social Worker | Day Phone: 919-563-0359<br>Evening Phone: Same<br>Cell Phone:<br>E-mail: jackandlori@mebtel.net<br>Also Serves On:<br>Also Serves On: | Sex: Female<br>Race: Caucasian<br>Township: Bingham<br>Date Applied: 11/18/2013      |
| <b>Mrs Pamela Wilson</b><br>1019 Lipscomb Grove Church Rd<br>Hillsborough NC 27278<br><br>Skills: Fund-Raising      | Day Phone: 919-732-2771<br>Evening Phone: 919-672-6899<br>Cell Phone:<br>E-mail: pwilson42@embarqmail.com<br>Also Serves On:          | Sex: Female<br>Race: Other<br>Township: Eno<br>Date Applied: 04/05/2010              |
| <b>Mr. Andrew Wood</b><br>203 Raleigh St<br>Chapel Hill NC 27514<br><br>Skills: Animal Welfare Advocate             | Day Phone: 919-791-6005<br>Evening Phone: 919-791-6005<br>Cell Phone:<br>E-mail: andrewwa@live.unc.edu<br>Also Serves On:             | Sex: Male<br>Race: Caucasian<br>Township: Chapel Hill<br>Date Applied: 10/01/2013    |

## Volunteer Application Orange County Advisory Boards and Commissions

**Name:** Ms. Suzy Armstrong  
**Name Called:**  
**Home Address:** 110 Village Lane  
 Chapel Hill NC 27514  
**Phone (Day):** 919-933-8723  
**Phone (Evening):** 919-602-4916  
**Phone (Cell):**  
**Email:** sra239@gmail.com  
**Place of Employment:** Franklin Street Realty  
**Job Title:** Broker  
**Year of OC Residence:** 1994  
**Township of Residence:** Chapel Hill  
**Zone of Residence:** Does not apply  
**Sex:** Female  
**Ethnic Background:** Caucasian

### Community Activities/Organizational Memberships:

### Past Service on Orange County Advisory Boards:

### Boards/Commissions applied for:

#### Animal Services Advisory Board

Background, education and experience relevant to this board:

Reasons for wanting to serve on this board:

Conflict of Interest:

### Supplemental Questions:

Work Experience: Realtor/Broker in Orange County since 2001 with Franklin Street Realty and Prudential Carolinas Realty.

Environmental Consultant with Science Applications International Corporation from 1989 - 2002.

Public Information Manager with Battelle Memorial Institute from 1973 - 1989.

Volunteer Experience: Guardian ad Litem with Orange/Chatham County since 2003 serving the needs of children in Orange County custody.

Dog trainer, foster parent, fund raiser and Board member of the Animal Protection Society of Orange County, dba Paws4Ever since 1998.

Multiple volunteer roles in previous communities.

Education: Bachelor of Arts, Communication, The Ohio State University, 1979.

### Other Comments:

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STAFF COMMENTS: Applied 4/28/2010 for Animal Services Board. ADDRESS  
VERIFICATION: 110 Village Lane is in Chapel Hill Township and Chapel Hill Jurisdiction.  
UPDATED APPLICATION 05/01/2013.  
01/23/2014 Verified with Ms. Armstrong that she is NOT a Certified Animal Handler or  
Trainer. (Thom Freeman)

**This application was current on:** 12/11/2013

**Date Printed:** 1/24/2014

## Volunteer Application Orange County Advisory Boards and Commissions

**Name:** Dr. Maureen Brown  
**Name Called:**  
**Home Address:** 6319 Oakview Ct  
 Hillsborough NC 27278  
**Phone (Day):** 919-479-8647  
**Phone (Evening):** 919-479-8647  
**Phone (Cell):** 919-724-5668  
**Email:** marbrown@uncc.edu  
**Place of Employment:** UNC Charlotte  
**Job Title:** Professor  
**Year of OC Residence:** 2001  
**Township of Residence:** Eno  
**Zone of Residence:** Agricultural Residential  
**Sex:** Female  
**Ethnic Background:** Caucasian

### Community Activities/Organizational Memberships:

This is my first application to serve in the community. My organizational memberships have been professional in nature.

### Past Service on Orange County Advisory Boards:

Animal Services

### Boards/Commissions applied for:

#### Animal Services Advisory Board

##### Background, education and experience relevant to this board:

I have an extensive background in public administration, education, and outreach. I am a professor of public administration and teach in the area of local government services. I am especially well versed in the use of IT to promote government services. I have, and continue to, consult with local government agencies on organizational performance.

##### Reasons for wanting to serve on this board:

Given career advances, I finally have the time needed to donate to a worthy cause. I have little formal background in animal services. But am a quick study and love animals.

##### Conflict of Interest:

### Supplemental Questions:

### Other Comments:

This application was current on: 12/12/2013 5:04:21 PM

Date Printed: 1/23/2014

## Volunteer Application Orange County Advisory Boards and Commissions

**Name:** Ms. Virginia Fitt  
**Name Called:**  
**Home Address:** 5804 Renee Dr.  
 Durham NC 27705  
**Phone (Day):** 9493425184  
**Phone (Evening):** 9493425184  
**Phone (Cell):**  
**Email:** virginia.fitt@gmail.com  
**Place of Employment:** GlaxoSmithKline  
**Job Title:** Counsel  
**Year of OC Residence:** 2013  
**Township of Residence:** Eno  
**Zone of Residence:** Eno Twmsp  
**Sex:** Female  
**Ethnic Background:** Caucasian

### Community Activities/Organizational Memberships:

• Member, Board of Directors, Ashraya Initiative for Children, an international NGO focusing on poverty, education, and community intervention in Pune, India (Transitional Board: 2012-2013, Current: 2013-present)  
 • Volunteer AnimalKind (spay and neuter services)  
 • Served as Campaign Manager for George Franks for Judge (Cumberland County, NC) in 2006, 2010, and 2014 (expected).  
 • Principal of ModernSouth, a pro bono consulting firm supporting non-profits and candidates for public office.

### Past Service on Orange County Advisory Boards:

#### Boards/Commissions applied for:

##### Animal Services Advisory Board

Background, education and experience relevant to this board:

Reasons for wanting to serve on this board:

Conflict of Interest:

#### Supplemental Questions:

#### Other Comments:

This application was current on: 12/3/2013 8:10:09 PM

Date Printed: 2/3/2014

**Volunteer Application  
Orange County Advisory Boards and Commissions**

**Name:** Dr. Maureane Hoffman  
**Name Called:**  
**Home Address:** 5408 Sunny Ridge Dr  
Durham NC 27705  
**Phone (Day):** 919-286-6925  
**Phone (Evening):** 919-493-2999  
**Phone (Cell):** 919-810-3868  
**Email:** maureane@med.unc.edu  
**Place of Employment:** Durham Veterans Affairs Medical Center  
**Job Title:** Staff Pathologist  
**Year of OC Residence:** 1986  
**Township of Residence:** Eno  
**Zone of Residence:**  
**Sex:** Female  
**Ethnic Background:** Caucasian

**Community Activities/Organizational Memberships:**

Involved in animal rescue activities through the Independent Animal Rescue and US Equine Rescue League

**Past Service on Orange County Advisory Boards:**

None

**Boards/Commissions applied for:**

**Animal Services Advisory Board**

**Background, education and experience relevant to this board:**

I have over 40 years of experience in animal care and training, specifically horses and cats. I have a medical and scientific background (MD, PhD in Toxicology) which aids in the critical evaluation of evidence related to animal care and control policies as well as the effect of policies on public health.

**Reasons for wanting to serve on this board:**

I have an interest in animal welfare based on sound scientific as well as humane principles.

**Conflict of Interest:**

**Supplemental Questions:**

**Other Comments:**

This application was current on: 12/30/2013 4:58:42 PM

Date Printed: 1/23/2014

## Volunteer Application Orange County Advisory Boards and Commissions

**Name:** Mrs Janice Laube  
**Name Called:**  
**Home Address:** 6826 Carol Lane  
 Hillsborough NC 27278  
**Phone (Day):** 919-219-4140  
**Phone (Evening):**  
**Phone (Cell):**  
**Email:** jrlaube@embarqmail.com  
**Place of Employment:** Home  
**Job Title:** Owner - Horse Farm  
**Year of OC Residence:** 2001  
**Township of Residence:** Little River  
**Zone of Residence:** -  
**Sex:** Female  
**Ethnic Background:** Caucasian

### Community Activities/Organizational Memberships:

### Past Service on Orange County Advisory Boards:

### Boards/Commissions applied for:

#### Animal Services Advisory Board

Background, education and experience relevant to this board:

Reasons for wanting to serve on this board:

Conflict of Interest:

#### Advisory Board on Aging

Background, education and experience relevant to this board:

Reasons for wanting to serve on this board:

Conflict of Interest:

### Supplemental Questions:

Work Experience: I own and work a horse farm including growing and cultivating hay for sale. Including my horses I also have 5 dogs. I would like to volunteer on a board to hopefully be a productive team member and to make a difference in this community that I love.

Education: B.A. Theatre Arts SUNY Binghamton, NY

### Other Comments:

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STAFF COMMENTS: Originally applied for Animal Services Advisory Board and Advisory Board on Aging 02/14/2011. ADDRESS VERIFICATION: 6826 Carol Lane,Hillsborough, NC is in Orange County Jurisdiction, Little RiverTownship.

**This application was current on:** 2/14/2011 9:59:40 AM

**Date Printed:** 1/23/2014

## Volunteer Application Orange County Advisory Boards and Commissions

**Name:** Mr. Marshall Morris  
**Name Called:**  
**Home Address:** 1510 Darlas Walk  
 Mebane NC 27302  
**Phone (Day):** 919-563-0814  
**Phone (Evening):**  
**Phone (Cell):**  
**Email:** poems@mebtel.net  
**Place of Employment:** US Navy (Retired)  
**Job Title:** Former Senior Administrative Officer to the Surge  
**Year of OC Residence:** 2003  
**Township of Residence:** Cheeks  
**Zone of Residence:** Orange County  
**Sex:** Male  
**Ethnic Background:** Caucasian

### Community Activities/Organizational Memberships:

Former Vice Chair of the Sportsplex advisory Board, Former Charter Member and 1st Vice Commandant of the Marine Corps League of Orange County. As a former Triangle Sportsplex Maintenance Employee..I advised the Bd of Comm. (unofficially) of the status of the building and suggested an escrow account be set up by the sellor (Ethan Vance of Boston) for major repairs prior to the purchase of the structure by the County. Suggested to Commissioners and the new County Manager..that an Employee Uniform style of Tee shirt and name tag policy be implemented at the new County Animal Eubanks Road Facility. I Also suggested implementation of a blanket provision be commenced for the smaller canines in the Shelter s caged areas due to the cooler and damp cement floors..

### Past Service on Orange County Advisory Boards:

Sportsplex Advisory Board

### Boards/Commissions applied for:

### Supplemental Questions:

### Other Comments:

STAFF COMMENTS: Originally applied for Sportsplex Community Advisory Committee 7/20/2006. Originally applied fo Orange County Planning Board and Board of Health 2/1/2008, UPDATED INTEREST FOR PLANNING BOARD 04/14/2011. UPDATED INTEREST FOR PLANNING BOARD 04/30/2012. UPDATED INTEREST FOR ANIMAL SERVICES ADVISORY BOARD 09/10/2012. ADDRESS VERIFICATION: 1510 Darlas

Walk, Mebane, NC is Cheeks Township, Orange County Jurisdiction and Rural Residential.

**This application was current on:** 9/10/2012 12:45:02 AM

**Date Printed:** 1/23/2014

## Volunteer Application Orange County Advisory Boards and Commissions

**Name:** Ms. Lori Shapiro  
**Name Called:**  
**Home Address:** 4131 Red Tail Run  
 Efland NC 27243  
**Phone (Day):** 919-563-0359  
**Phone (Evening):** Same  
**Phone (Cell):**  
**Email:** jackandlori@mebtel.net  
**Place of Employment:** Looking  
**Job Title:**  
**Year of OC Residence:** 1995  
**Township of Residence:** Bingham  
**Zone of Residence:** . . .  
**Sex:** Female  
**Ethnic Background:** Caucasian

### Community Activities/Organizational Memberships:

### Past Service on Orange County Advisory Boards:

### Boards/Commissions applied for:

#### Animal Services Advisory Board

Background, education and experience relevant to this board:

Reasons for wanting to serve on this board:

Conflict of Interest:

### Supplemental Questions:

Work Experience: Currently employed by and have worked for over 12 years for Orange County Health Department as a Maternal Child Health Social Worker located at a family medicine clinic affiliated with UNC-Health Care; have worked overall for more than 26 years as a Masters degree Social Worker, primarily in medical care settings. Very much at ease in health care setting, strong fluency in medical terminology. Strong people skills, well developed ability to connect people with resources, and said to have a calming influence in difficult situations. (This statement combines my work, volunteer and educational experience) For the last several years I have been enrolled in the Animal Care Management Program at Alamance Community College. During that time for two different semesters I completed non-paid Veterinary Technician Internships at two different private veterinary hospitals in Carrboro. I hold several certificates with Animal Care Technology (ACT), including Kennel Assistant, Veterinary Foundations, and Veterinary Technician I and II. I am currently looking for a job as a Veterinary Technician.

Previously I worked for almost 30 years as a Master's level Social Worker.

Volunteer Experience: Held volunteer position on Orange County Adult Home Care Advisory Committee for five years (1995-2000); concurrently held volunteer position for same five years on the Advisory Committee of Retired Senior Volunteer Program through the Orange County Department on Aging. Have been extremely active volunteer in numerous capacities for local bicycling club and previously for very large bicycling club in the Washington DC Metropolitan area. Have been Volunteer Coordinator for multiple projects and activities. Held position as chair and vice-chair for several years on neighborhood association; recognized for natural leadership skills and creative ideas. Praised for strong organizational skills and keen attention to detail. For approximately five years I was on the Orange County Domiciliary Care Advisory Committee and the Advisory Committee to the RSVP Program of the Orange County Department on Aging.

Education: Recently completed seven courses, including a 16 week internship in Animal Care and Management at Alamance Community College; internship involved hands-on care at a multi-service AAHA-accredited animal care facility (services included veterinary hospital, grooming, and kennel); course work covered basic animal health care, zoonoses and Red Cross Certification. Have Masters Degree in Social Work and on-going continuous training to maintain license as certified clinical social worker.

**Other Comments:**

Dedicated and passionate advocate of animal rescue and adoption services; adopted my own dog from CARE (Chatham Animal Rescue and Education). Participated in a Advanced Puppy Obedience Course at the Animal Protection Society on Nick's Road in Mebane. Posses natural capacity towards motivating others, conducting successful public relations and promotional activities. STAFF COMMENTS: Originally applied for Animal Services Advisory Board 6/5/2008. ADDRESS VERIFICATION: 4131 Red Trail Run is in Bingham Township, OCPL jurisdiction. Am very interested in and committed to the issues that come under the purview of this advisory board, and currently have the time and energy to make a contribution. STAFF COMMENTS: Applied for ASB 5/28/2010. ADDRESS VERIFICATION: 4131 Red Trail Run is in Bingham Township, OCPL jurisdiction.

This application was current on: 11/18/2013

Date Printed: 1/23/2014

## Volunteer Application Orange County Advisory Boards and Commissions

**Name:** Mrs Pamela Wilson  
**Name Called:**  
**Home Address:** 1019 Lipscomb Grove Church Rd  
 Hillsborough NC 27278  
**Phone (Day):** 919-732-2771  
**Phone (Evening):** 919-672-6899  
**Phone (Cell):**  
**Email:** pwilson42@embarqmail.com  
**Place of Employment:** Farm  
**Job Title:** Farmer  
**Year of OC Residence:** 1980  
**Township of Residence:** Eno  
**Zone of Residence:** Does not apply  
**Sex:** Female  
**Ethnic Background:** Other

### Community Activities/Organizational Memberships:

### Past Service on Orange County Advisory Boards:

### Boards/Commissions applied for:

#### Animal Services Advisory Board

Background, education and experience relevant to this board:

Reasons for wanting to serve on this board:

Conflict of Interest:

#### Hillsborough Planning Board

Background, education and experience relevant to this board:

Reasons for wanting to serve on this board:

Conflict of Interest:

### Supplemental Questions:

Work Experience: Serve as Program Committee Chair Northern Orange Black Voters Alliance. Former President of North Carolina Central University Alumni Chapter of Orange County; Volunteer at Little River Senior Center of Durham, NC; Member of NCAE and Phi Theta Lambda National Honor Society active member; Undergraduate from NCCU in Business Administration and Mgmt. with minor in Hospitality and Tourism Mgmt. Currently seeking Graduate Degree in Special Education for Children with Mild to Moderate Disabilities at NCCU.

Volunteer Experience: Volunteer at several leadership conferences and served as committee member. Volunteer fundraiser for non-profit organizations, i.e. NAACP, NOBVA, NCCUAC, Lipscomb Grove Baptist Church Mission; Durham Rescue Mission, Central Childrens Home in Oxford, NC, and other local charities.

Education: B.A. - Business Administration  
B.A. - Hospitality and Tourism Mgmt.  
Seeking Graduate degree in Special Ed.

**Other Comments:**

STAFF COMMENTS: Applied for Animal Services Baord, Hillsborough Board of Adjustment, & Hillsborough Planning Board on 04/05/2010. ADDRESS VERIFICATION: 1019 Lipscomb Grove Church is in Eno Township, Orange County Jurisdiction.

This application was current on: 4/5/2010 11:48:58 PM

Date Printed: 1/23/2014

## **Volunteer Application Orange County Advisory Boards and Commissions**

**Name:** Mr. Andrew Wood  
**Name Called:**  
**Home Address:** 203 Raleigh St  
 Chapel Hill NC 27514  
**Phone (Day):** 919-791-6005  
**Phone (Evening):** 919-791-6005  
**Phone (Cell):**  
**Email:** andrewwa@live.unc.edu  
**Place of Employment:** University of North Carolina at Chapel Hill  
**Job Title:** Full Time Student  
**Year of OC Residence:** 2012  
**Township of Residence:** Chapel Hill  
**Zone of Residence:** ETJ - Chapel Hill  
**Sex:** Male  
**Ethnic Background:** Caucasian

### **Community Activities/Organizational Memberships:**

I am heavily involved in UNC-CH's student government. I have served the UNC system and community by advising members of Tom Ross' administration on various policy issues. I also serve as a chair for the Multicultural Affairs and Diversity Outreach committee of student government. In addition, I sit on a committee that advises UNC-CH's provost on LGBTQ issues and allocates funding to University departments and organizations. I attend classes at UNC-CH as a full time student and am a dues-paying member of the Young Democrats. I serve as an executive assistant to the Senior Adviser within Student Government and sit on the University's Diversity Awards Committee.

### **Past Service on Orange County Advisory Boards:**

#### **Boards/Commissions applied for:**

##### **Animal Services Advisory Board**

###### **Background, education and experience relevant to this board:**

Having sat on advisory boards in the University setting, I am familiar with the professional policy making process and funding allocation. I have also served as a chairman for a committee granting me experience in decision making and preparing me for working in a professional political atmosphere. I am passionate about animals - being a dog owner myself - and I would love to serve on a committee that addresses the needs of both animals and the community. My fresh perspective as a student and UNC-CH in combination with my enthusiasm for animal awareness would allow me to make a positive impact on the Animal Services Advisory Board.

###### **Reasons for wanting to serve on this board:**

###### **Conflict of Interest:**

**Chapel Hill Library Board of Trustees****Background, education and experience relevant to this board:**

My chairmanship within UNC-CH student government and my positions on advisory boards throughout the University's administration have provided me with the skills necessary to discuss policy and funding within a professional political setting. As an involved student, I am prepared to extend the scope my civic duties and contribute positively to the community around me. I began my university career as an English major, and my love for literature and libraries in general inspires me to seek involvement on Chapel Hill's Library Board of Trustees. My experiences with community event and campaign planning have prepared me to serve on such a committee and to provide a fresh student perspective that may help to create greater connections between the University and the Town/County. While I may not be majoring in Library Science, I am familiar with the general civic purpose of a library and would greatly enjoy serving the town of Chapel Hill and Orange County in a positive manner.

**Reasons for wanting to serve on this board:****Conflict of Interest:****Chapel Hill/Orange County Visitors Bureau****Background, education and experience relevant to this board:**

I have served on several committees that function to plan events and policies that best serve the UNC-CH student body. My experiences in strategizing and planning within UNC's student government as well as my previous involvement with the State's Board of Governors and General Administration have prepared me to work in a professional political atmosphere. As a student pursuing a degree in Journalism and Mass Communications with a specialization in Graphic Design, I would be able to contribute both a fresh student's perspective in regards to tourism and marketing campaigns and could contribute my talents in any way possible. I am passionate about the town of Chapel Hill - not just the University - and my involvement and connections with the community would contribute positively to the makeup of the visitor's bureau.

**Reasons for wanting to serve on this board:****Conflict of Interest:****Chapel Hill Parks and Recreation Commission****Background, education and experience relevant to this board:**

As a lover of the outdoors and fun weekend activities, I understand the true value of parks to a community. Not only does my passion for parks extend to the physical locations, but I value the worth that they bring by offering a space to bring neighbors from the same community together in communal recreation and activities. My experiences serving on UNC-CH's student government and sitting on advisory boards for the UNC System's policy-making functions, I am prepared to serve in a professional political atmosphere for deciding on policy issues and funding allocations. By applying for this position, I hope to provide a connection between the University and town's park and recreation services as well as provide a fresh student perspective on any advisory committees.

**Reasons for wanting to serve on this board:****Conflict of Interest:****Supplemental Questions:****Other Comments:**

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STAFF COMMENTS: Originally (10/01-02/2013) applied for Chapel Hill Library Board of Trustees, Chapel Hill/Orange County visitors Bureau, and Chapel Hill Parks and Recreation Commission, and Animal Services Advisory Board. ADDRESS VERIFICATION: 203 Raleigh St., is Chapel Hill Jursidiction, Chapel Hill ETJ, and Chapel Hill Town Limits.

**This application was current on:** 10/1/2013 11:48:19 PM

**Date Printed:** 1/23/2014

**BOCC Meeting Follow-up Actions**

(Individuals with a \* by their name are the lead facilitators for the group of individuals responsible for an item)

| <b>Meeting Date</b> | <b>Task</b>  | <b>Target Date</b> | <b>Person(s) Responsible</b> | <b>Status</b>   |
|---------------------|--|--------------------|------------------------------|---|
| 2/4/14              | Review and consider request from Commissioner Price that the Board consider a resolution recognizing St. Paul AME Zion Church on its 150 <sup>th</sup> Anniversary                                   | 2/18/2014          | Chair/Vice<br>Chair/Manager  | <b>DONE</b><br>Clerk researched similar past Board actions – Chair to send letter of congratulations on behalf of Board |
| 2/4/14              | Incorporate bold highlights for important details that are part of the Quarterly Public Hearing Legal Ad   | 2/10/2014          | Perdita Holtz                | <b>DONE</b>   |
| 2/4/14              | Move forward with Solid Waste Tax District (rural recycling) efforts, including scheduling public hearings/changing meeting times for March 18 and April 1, mailing letters to property owners, etc. | 2/14/2014          | Gayle Wilson<br>Donna Baker  | Efforts moving forward  |
| 2/4/14              | Review and consider request from Commissioner Pelissier that the Board receive a report on the activities and recognize the participants involved with Project EngAGE                                | 6/1/2014           | Chair/Vice<br>Chair/Manager  | <b>DONE</b><br>Recognition to occur at a regular Board meeting at the completion of Project EngAGE                      |

## INFORMATION ITEM

BARRY JACOBS, CHAIR  
EARL MCKEE, VICE CHAIR  
MARK DOROSIN  
ALICE M. GORDON  
BERNADETTE PELISSIER  
RENEE PRICE  
PENNY RICH

ORANGE COUNTY BOARD OF COMMISSIONERS  
POST OFFICE BOX 8181  
200 SOUTH CAMERON STREET  
HILLSBOROUGH, NORTH CAROLINA 27278



February 3, 2014

Dear Commissioners,

At the Board's January 23, 2014 regular meeting, three petitions were brought forth which were reviewed by the Chair/Vice Chair/Manager Agenda team. The petitions and responses are listed below:

- 1) Review and consider a request from a citizen for the Board and County staff to review change in fire service agreement for White Cross Fire Department.

**Response: Manager and Attorney will review, consult with White Cross Fire Department, and provide a recommendation to the Board.**

- 2) Review and consider three requests from Commissioner Rich:
  - a. For the Board to invite the Trash Terminators school group to make a presentation at the February 18, 2014 regular Board meeting

**Response: Clerk has made contacts and compiled background information for this presentation scheduled for the February 18 meeting**

- b. For the current rent and administrative fees the County charges to the Visitors Bureau be reviewed and potentially adjusted

**Response: The Board will review as part of FY 2014-15 budget process**

- c. To inform the National Association of Counties (NACo) regarding Orange County's efforts related to Banning the Box.

**Response: The Chair will write a letter to NACo sharing the County's policy related to "banning the box."**

- 3) Review and consider a request by Commissioner McKee that any future Board discussions related to the Triangle Transit and the Bus and Rail Investment Plan occur at regular Board meetings.

**Response: Future Board discussions related to the Triangle Transit and the Bus and Rail Investment Plan will occur at regular Board meetings unless circumstances (such as inclement weather or unavoidable deadlines) dictate otherwise.**

[www.orangecountync.gov](http://www.orangecountync.gov)

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- 4) Review and consider two requests from Commissioner Price:
- a. For the Board to consider parking needs/issues at Fairview Park.

***Response: To be discussed as part of the CIP.***

- b. To provide information regarding a graph noting foreclosure trends in the County since 2008.

***Response: Manager to consult with Tax Administrator to provide relevant information.***

- 5) Review and consider a request from Chair Jacobs for staff to investigate community responsibility efforts of banks and financial institutions with which the County does business.

***Response: Finance and Administrative Services Director to pursue information and provide to the Board.***

This letter will be provided as an Information Item on the February 18, 2014 agenda for public information.

Best,

A handwritten signature in black ink, appearing to read "Barry Jacobs". The signature is written in a cursive, somewhat stylized font with a large initial "B".

Barry Jacobs, Chair  
Board of County Commissioners

## INFORMATION ITEM

BARRY JACOBS, CHAIR  
EARL MCKEE, VICE CHAIR  
MARK DOROSIN  
ALICE M. GORDON  
BERNADETTE PELISSIER  
RENEE PRICE  
PENNY RICH

ORANGE COUNTY BOARD OF COMMISSIONERS  
POST OFFICE BOX 8181  
200 SOUTH CAMERON STREET  
HILLSBOROUGH, NORTH CAROLINA 27278



February 12, 2014

Dear Commissioners,

At the Board's February 4, 2014 regular meeting, two petitions were brought forth which were reviewed by the Chair/Vice Chair/Manager Agenda team. The petitions and responses are listed below:

- 1) Review and consider a request from Commissioner Price that the Board consider a resolution recognizing St. Paul AME Zion Church on its 150<sup>th</sup> Anniversary.

**Response:** Clerk researched similar past Board actions and found sending congratulatory letters was the course of action taken (instead of resolutions); Chair to send letter of congratulations on behalf of Board.

- 2) Review and consider a request by Commissioner Pelissier that the Board receive a report on the activities and recognize the participants involved with Project EngAGE (a joint program between the Department on Aging and the UNC School of Public Health Capstone team, in which they are hosting a 13 week leadership program called Project EngAGE for 15 senior citizens).

**Response:** A recognition is to be planned, at the completion of Project EngAGE, at a future BOCC board meeting.

This letter will be provided as an Information Item on the February 18, 2014 agenda for public information.

Best,

Barry Jacobs, Chair  
Board of County Commissioners

[www.orangecountync.gov](http://www.orangecountync.gov)

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