

**THE BOARD OF COMMISSIONERS OF THE COUNTY OF CRAVEN MET IN REGULAR SESSION IN THE COMMISSIONERS' ROOM OF THE CRAVEN COUNTY ADMINISTRATION BUILDING, 406 CRAVEN STREET, NEW BERN, NORTH CAROLINA ON MONDAY, MAY 7, 2001. THE MEETING CONVENED AT 7:00 P.M.**

**MEMBERS PRESENT:**

Chairman C.W. "Pete" Bland  
Vice-Chairman Johnnie Sampson, Jr.  
Commissioner Lee K. Allen  
Commissioner Donald Phillips  
Commissioner J. Harold Talton  
Commissioner Albert H. Toon  
Commissioner Charles F. Tyson, Jr.

**STAFF PRESENT:**

Harold Blizzard, County Manager  
George B. Sawyer, Assistant County Manager  
Richard F. Hemphill, County Finance Officer  
Ray H. Moser, Human Resources Director  
Gwendolyn M. Bryan, Clerk to the Board  
James R. Sugg, County Attorney

Following the roll call and invocation, Commissioner Talton moved to approve minutes of April 16, 2001 regular session, seconded by Commissioner Phillips and unanimously carried.

**CONSENT AGENDA**

Consent agenda items were presented and Commissioner Sampson moved to remove one budget amendment from the consent agenda relative to Ft. Barnwell Rescue Squad's request for a grant match. The motion was seconded by Commissioner Talton and unanimously carried. It was the consensus of the Board to consider approval of the Ft. Barnwell budget amendment during the presentation concerning the grant.

*Ratify Proclamation of Older Americans Month*

The Board voted by motion of Commissioner Sampson, seconded by Commissioner Talton in a roll call vote, to ratify the following proclamation, which the Chairman presented on May 1<sup>st</sup> for the observance of Older Americans Month. This was presented during the flag raising ceremony marking the beginning of the observance.

**PROCLAMATION  
OF OLDER AMERICANS MONTH  
MAY 2001**

**WHEREAS**, the month of May has been set aside by the President of the United States since 1963 to honor older Americans; and

**WHEREAS**, the aging population reflects many trends in our society, and as other segments, is growing in diversity; and

**WHEREAS**, diversity colors and enriches our world, our nation, and our communities; and

**WHEREAS**, minority older Americans are expected to represent 25% of the U.S. elder population by the year 2030; and

**WHEREAS**, the Administration on Aging acknowledges the promise and challenges posed by the nation's rapidly increasing multi-cultural and multi-generational aging population; and

**WHEREAS**, the theme for the 2001 Older Americans observance is “Older Americans Month, 2001: The Many Faces of Aging”.

**NOW, THEREFORE**, May 2001 is proclaimed Older Americans Month in Craven County, to honor the many senior citizens in our midst, who represent a broad spectrum of cultural backgrounds, and in recognition of their value as threads in our local tapestry.

Proclaimed by the Craven County Board of Commissioners this 1<sup>st</sup> day of May, 2001.

*Proclamation of Community Action Month*

Commissioner Sampson moved to adopt the following proclamation submitted by Coastal Community Action, Inc., proclaiming May Community Action Month in Craven County. The motion was seconded by Commissioner Talton and unanimously carried in a roll call vote.

**WHEREAS**, Coastal Community Action, Inc. was created in 1964, when the Economic Opportunity Act of 1964 was signed into law; and

**WHEREAS**, Coastal Community Action, Inc. was chartered in 1965 and has a 36 year history of promoting self-sufficiency for limited income individuals and families; and

**WHEREAS**, Coastal Community Action, Inc. has made an essential contribution to individuals and families in Craven County, by providing them with innovative and cost-effective programs; and

**WHEREAS**, Coastal Community Action, Inc. is needed and valued as a major participant in the reform of the welfare system as we know it; and

**WHEREAS**, welfare reform in Craven County has benefited from the County’s partnership with Coastal Community Action, Inc.; and

**WHEREAS**, limited income individuals and families continue to need opportunities to improve their lives and living conditions, thus ensuring that all citizens are able to live in dignity; and

**WHEREAS**, Craven County and the entire state of North Carolina must continue to wage war on poverty by providing support and opportunities for all citizens in need of assistance;

**NOW, THEREFORE**, I \_\_\_\_\_, \_\_\_\_\_  
Do hereby proclaim May 2001 as **COMMUNITY ACTION MONTH** in Craven County in recognition of the hard work and dedication of the Board of Directors and staff of Coastal Community Action, Inc.

*Proclamation of Blueberry Day*

At the request of Bridgeton Mayor, Robert Toler, the Board, by motion of Commissioner Sampson, proclaimed June 9, 2001 as Blueberry Day in Craven County. The motion was seconded by Commissioner Talton and unanimously carried in a roll call vote.

**PROCLAMATION  
OF BLUEBERRY DAY  
IN CRAVEN COUNTY**

**WHEREAS,** the Town of Bridgeton will be celebrating its Fifth Annual Blueberry Festival on June 9, 2001; and

**WHEREAS,** the blueberry is a predominant crop in our area; and

**WHEREAS,** significant economic impact in Craven County is generated by the cultivation and marketing of the blueberry.

**NOW, THEREFORE,** the Craven County Board of Commissioners is proud to proclaim Saturday, June 9, 2001 as Blueberry Day in Craven County, and extends to Bridgeton best wishes for a successful Blueberry Festival.

**Adopted this 7th day of May, 2001.**

*Subdivision for Approval*

County Planning Director, Don Baumgardner, submitted the following subdivision for the Board's approval. Commissioner Sampson moved to approve the recommendation of the Planning Board, seconded by Commissioner Talton and unanimously carried in a roll call vote.

Deer Creek Subdivision – Final: The property, owned by Affordable Homes of New Bern, Inc. and surveyed by Kirby Braxton, is located within Twp 1 off of SR 1644 (Kitetown Road). The Subdivision contains 3 lots and is proposed to be served by community water and individual septic systems. The Planning Board reviewed and recommended the subdivision for final approval.

*Tax Releases and Refunds*

Craven County Tax Administrator, Ronnie Antry, submitted the routine requests for tax releases and refunds, as follows. Commissioner Sampson moved for their approval, seconded by Commissioner Talton and unanimously carried in a roll call vote.

*Credits*

<b>TAXPAYER NAME</b>	<b>TICKET #</b>	<b>AMOUNT</b>
BROADWAY, MICHAEL C DID NOT OWN MOBILE HOME	2000-0005762	\$ 33.07
BULJAT, PAUL B JR MOBILE HOME REPOSSESSED BY OAKWOOD CORP 10-21-1999	2000-0006830	\$248.65
COLLIER, WALTER E & MARIE DID NOT OWN MOBILE HOME 1-1-99	1999-0009722	\$ 35.20
COLLIER, WALTER E & MARIE DID NOT OWN MOBILE HOME 1-1-00	2000-0009847	\$ 32.80

DIXON, MAE BELL DOUBLE LISTED W/35726	2000-0013298	\$200.15
DREW, DAVID LEE & BEULAH MOBILE HOME DESTROYED IN 1998	1999-0013452	\$ 40.23
DREW, DAVID LEE & BEULAH MOBILE HOME DESTROYED IN 1998	2000-0013759	\$ 36.36
EVERETTE, MILTON HUGH & EMMA L DID NOT OWN VEH	1993-0090194	\$ 93.12
EVERETTE, MILTON HUGH & EMMA L DID NOT OWN VEH	1990-0014482	\$154.72
JAMES, MICHAEL SAMUEL DID NOT OWN MOBILE HOME 1-1-99	1999-0024808	\$112.32
JAMES, MICHAEL SAMUEL DID NOT OWN MOBILE HOME 1-1-2000	2000-0025512	\$ 74.06
LE, HA KIM NOT IN BUSINESS 1-1-00	2000-0029187	\$ 9.08
MCDOWELL, JERRY P DID NOT OWN MOBILE HOME 1-1-99	1999-0090179	\$166.51
MCKOWELL, JERRY P DID NOT OWN MOBILE HOME 1-1-2000	2000-0032585	\$131.21
MILLS, DARLING DAVID & DALE C BOAT MOVED TO PAMLICO CO FOR 1-1-00	2000-0033798	\$ 57.26
OLIVER, THOMAS DID NOT OWN 3 MOBILE HOMES 1-1-99	1999-0092041	\$395.46
ROUSE, JAMES E SR & KAREN MOBILE HOME LISTED IN PAMLICO CO FOR 1-1-00	2000-0042136	\$105.29
RUFFIN, STANLEY MCCORY & JANET MOBILE HOME LISTED IN CARTERET CO FOR 1-1-00	2000-0090537	\$172.53
RUFFIN, STANLEY MCCOY & JANET MOBILE HOME LISTED IN CARTERET CO FOR 1-1-2000	2000-0090884	\$933.79
TRIPP, WINSTEAD T MOBILE HOME DOUBLE LISTED W/7347	1998-0092880	\$ 9.78
TRIPP, WINSTEAD T MOBILE HOME DOUBLE LISTED W/7347	1999-0047712	\$ 9.06
TRIPP, WINSTEAD T MOBILE HOME DOUBLE LISTED W/7347	2000-0049241	\$ 8.34

22 – CREDIT MEMO (S) \$3,058.99

*Refunds*

CLEMENIC, STEVEN P VACANT SINCE 1991 BURNED IN '93 BY TWP 5 FIRE DEPT	2000-0009366	\$ 24.00
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CLEMENIC, STEVEN P	1999-0009220	\$ 24.00
VACANT SINCE 1991 BURNED IN '93 BY TWP 5 FIRE DEPT		
CLEMENIC, STEVEN P	1998-0008821	\$ .00
VACANT SINCE 1991 BURNED IN 1993 BY TWP 5 FIRE DEPT		
CLEMENIC, STEVEN P	1997-0008692	\$ 27.00
VACANT SINCE 1991 BURNED IN 93 BY TWP 5 FIRE DEPT		
CLEMENIC, STEVEN P	1996-0008522	\$ 27.00
VACANT SINCE 1991 BURNED BY TWP 5 FIRE DEPT IN 1993		
MCDOWELL, JERRY P	1999-0031687	\$ 74.67
ERROR IN YEAR OF MOBILE HOME		

6 – REFUND (S)      \$ 176.67

*Budget Amendments*

Craven County Finance Officer, Rick Hemphill, submitted the following budget amendments for the Board's approval. Commissioner Sampson moved for their approval, seconded by Commissioner Talton and unanimously carried in a roll call vote.

***DSS Mandated Programs***

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
101-7291-349-32.0	\$ 1,824.00	101-7291-450-23.01	\$ 1,824.00
Energy – CIP/CPL/EMC		Energy – EMC	
TOTAL	\$ 1,824.00	TOTAL	\$ 1,824.00

**Justification:** Additional funds received from Carteret-Craven Electric Cooperative for Project Care.

***DSS TANF***

101-7231-349-31.00	\$ 7,500.00	101-7231-450-39.21	\$21,000.00
Foster Care IV-B		Foster Care IV-B	
101-7231-349-30.00	\$ 8,100.00	101-7231-450-39.28	\$10,000.00
Foster Care IV-E		Foster Care IV-E	
11-7231-349-41.00	\$ 2,625.00	101-7231-450-39.34	\$ 3,500.00
Adoption IV-B		Adoption IV-B	
101-00-399-01.0	\$16,275.00		
Fund Balance			
TOTAL	\$34,500.00	TOTAL	\$34,500.00

**Justification:** There has been a large Foster Care Boarding increase in the number of children in Foster Care. This is a mandated service. For IV-B FC, \$15,000 is reimbursable (50%) + \$6,000 is Co. Cost; IV-E is reimbursable at 81%; IV-B Adopt. Is reimbursable at 75%. If necessary, lapsed salaries are available in this department. Position #1494007 \$13,000 Position #14940186 \$3,500 and Position #14940641 \$18,000; \$6,000 for children in homes that are not reimbursable as well as clothes, etc.

***Multiple***

11-6504-348-58-00	\$(3,600.00)	101-6500-440-10-02	\$(4,000.00)
HCCBG Hlth		Salaries	
101-6500-399-02-00	\$( 400.00)	101-7001-450-31-01	\$ 555.00
Home Hlth Fd Bal		Vehicle Exp	
101-7002-348-04-00	\$ 500.00	101-0564-450-91-00	\$ 2,267.00

HCCBG		USSI Home Delvd	
101-7002-336-10-00	\$ 55.00	101-7221-450-40-00	\$ 1,100.00
Donations		Cont Ser	
101-564-348-08-0	\$ 2,000.00		
HCCBG Home Delvd			
101-0564-348-08-00	\$ 267.00		
USDA Home Delvd			
101-7221-349-79-0	\$ 1,100.00		
DSS Care Mgmt			
<b>TOTAL</b>	<b>\$ (78.00)</b>	<b>TOTAL</b>	<b>\$ (78.00)</b>

**Justification:** HCCBG Health will relinquish \$3,600 grant and a \$400 match, HCCBG Carts will utilize \$500 grant and a \$55 match from donations, HCCBG USSI will utilize \$2,000 grant, USDA \$267 and provide their match of \$222, HCCBG DSS will utilize \$1,100 grant and have their match (\$122) budgeted in.

### **PETITIONS OF CITIZENS**

*Mr. Robert Adams* requested to address the Board to seek support in petitioning for closure of a portion of Lima Road; however, Mr. Adams did not appear.

*Ms. Donna Wind*, representing the PTO's of Bridgeton Elementary and Havelock Elementary Schools, addressed the Board concerning the needs for new schools in those areas. She made a plea for consideration of the students' needs as a primary factor in decision making about a new school.

*Mr. Donald Clark* requested to address the Board concerning lack of representation for veterans in our area; however, Mr. Clark did not appear.

*Mr. John Jenkins* was scheduled to address the Board concerning flood-mapping requirements; however, he deferred.

### **SOLID WASTE MATTERS**

#### *Recycling Franchise Agreement*

At its meeting on April 16<sup>th</sup>, the Board voted to award the franchise agreement for recycling to Republic Services of North Carolina, LLC, d/b/a Garbage Disposal Service. Being a franchise, this award required a second vote. Commissioner Phillips moved to award the franchise to Republic Services of North Carolina, seconded by Commissioner Sampson and unanimously carried.

### **STATE OF NORTH CAROLINA COUNTY OF CRAVEN**

#### **RECYCLING FRANCHISE AGREEMENT**

THIS AGREEMENT made and entered into this 7<sup>th</sup> day of May, 2001, by and between CRAVEN COUNTY, a body politic of the State of North Carolina (hereinafter referred to as "County"), and REPUBLIC SERVICES OF NORTH CAROLINA, LLC, d/b/a Garbage Disposal Service, a limited liability corporation which has its principal office and place of business in Conover, North Carolina (hereinafter referred to as "Contractor");

#### **ARTICLE I AUTHORITY**

Without limitation, the following portions of the Constitution and General Statutes of North Carolina are recited herein as authority for this Agreement:

1.

North Carolina Constitution, Article V §2(7)-Contracts

“The General Assembly may enact laws whereby the State, any county, city or town, and any other public corporation may contract with and appropriate money to any person, association, or corporation for the accomplishment of the public purposes only.”

2.

N.C.G.S. §153A-11-Corporate powers

“The inhabitants of each county are a body politic and corporate under the name specified in the act creating the county. Under that name they may contract and be contracted with and have and may exercise in conformity with the law of this State county powers, rights, duties, functions, privileges, and immunities of every name and nature.”

3.

N.C.G.S. §153A-449-Contracts with Private entities

“A county may contract with and appropriate money to any person, association, or corporation, in order to carry out any public purpose that the county is authorized by law to engage in.”

4.

N.C.G.S. §153A-136-Regulation of –Solid Waste

“(a) A county may by ordinance regulate the storage, collection, transportation, use, disposal, and other disposition of solid wastes. Such an ordinance may:

- (1) Regulate the activities of persons, firms, and corporations, both public and private.
- (2) Require each person wishing to commercially collect or dispose of solid wastes to secure a license from the county and prohibit any person from commercially collecting or disposing of solid wastes without a license. A fee may be charged for a license.
- (3) Grant a franchise to one or more persons for the exclusive right to commercially collect or dispose of solid wastes within all or a defined portion of the county and prohibit any other person from commercially collecting or disposing of solid wastes in that area. The board of commissioners may set the terms of any franchise, except that no franchise may be granted for a period exceeding thirty years, nor may any franchise by its terms impair the authority of the board of commissioners to regulate fees as authorized by this section.
- (4) Regulate the fees, if any, that may be charged by licensed or franchised persons for the collecting or disposing of solid wastes.
- (5) Require the source separation of materials from solid waste prior to collection of the solid waste for disposal.
- (6) Require participation in a recycling program which has been approved by the board of commissioners.
- (7) Include any other proper matter.

(b) Any ordinance adopted pursuant to this section shall be consistent with and supplementary to any rules adopted by the Commission for Health Services or the Department of Environment, Health and Natural Resources.”

5.

N.C.G.S. §153A-132.1-To provide for the removal and disposal of trash-garbage etc.

“The board of county commissioners of any county is hereby authorized to enact ordinances governing the removal, method or manner of disposal, depositing or dumping of any trash, debris, garbage, litter, discarded cans or receptacles or any waste matter whatsoever within the rural areas of the county and outside and beyond the corporate limits of any municipality of said county. An ordinance adopted pursuant hereto may make it unlawful to place, discard, dispose, leave or dump any trash, debris, garbage, litter discarded cans or receptacles or any waste matter whatsoever upon a street or highway located within that county or upon property owned or operated by the county unless such trash, debris, garbage, litter, discarded cans or receptacles or any waste matter is placed in a designated location or container for removal by a specific garbage or trash service collector.

Boards of county commissioners may also provide by ordinance enacted pursuant to this section, that the placing, discarding, disposing, leaving or dumping of the articles forbidden by this section shall, for each day or portion thereof the articles or matter are left, constitute a separate offense, and that a person in violation of the ordinance may be punished by a fine not exceeding fifty dollars (\$50.00) or imprisoned not exceeding 30 days, or both, for each offense.”

6.

N.C.G.S. §153A-122 Territorial jurisdiction of county ordinances

“Except as otherwise provided in this Article, the board of commissioners may make any ordinance adopted pursuant to this Article applicable to any part of the county not within a city. In addition, the governing board of a city may by resolution permit a county ordinance adopted pursuant to this Article to be applicable within the city. The city may by resolution withdraw its permission to such an ordinance. If it does so, the city shall give written notice to the county of its withdrawal of permission; 30 days after the day the county receives this notice the county ordinance ceases to be applicable within the city”.

## **ARTICLE II** **RECITALS**

The following recitals are herewith set forth as statements of existing facts and are hereby incorporated as substantive parts of this Agreement:

1.

The Craven County Board of Commissioners (hereinafter, “the Board”) has determined that it is in the best interests of the citizens of Craven County to continue a county-wide solid waste collection and recycling program.

2.

Certain Municipalities within Craven County have expressed their agreement in permitting this Agreement to be applicable within their boundaries in accordance with North Carolina General Statute by approving and executing Interlocal Solid Waste Agreements.

3.

The Board has determined that it is in the best interests of the citizens of Craven County in order to comply with the requirements of the North Carolina General Statutes, to continue a county-wide curbside recycling program and the parties have reached an agreement with respect to the furnishing of such services in order to implement said program.

4.

The Board has passed an ordinance allowing it to enter into exclusive franchise agreements and has received proposals and awarded a contract to Republic Services of North Carolina, LLC for the collection of recyclable solid waste materials in Craven County.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the legal existence and sufficiency of which the parties admit, the County and Contractor enter into this franchise agreement:

**ARTICLE III**  
**DEFINITIONS**

The following terms used in this Agreement have the meanings indicated in this section unless the context of the agreement clearly requires otherwise:

1. **“Board”**- means the Board of Commissioners of Craven County.
2. **“CRSWMA”**- means the Coastal Regional Solid Waste Management Authority.
3. **“Cart-Container”**- means a receptacle for the storage and collection of solid waste pursuant to this ordinance. Additionally, the container may be used to store Solid Waste Collection Bags and may hold 33, 64 and 90 gallons by volume or 50, 100 and 150 pounds by weight respectively.
4. **“Collection”**- means the act of removing solid waste or recyclable solid waste materials from a point of generation to a central storage point or to a disposal site and from a central storage point to a disposal site.
5. **“Convenience Centers”**- means an area designated by Craven County and staffed by employees for receipt of Solid Waste and specified recyclable solid waste materials.
6. **“Coordinator”**- means and refers to the Clean Sweep Coordinator or other person designated by the Board for the coordination of the collection and disposal of solid waste and recyclable solid waste materials within Craven County.
7. **“County”**- means and refers to Craven County, North Carolina, a body politic and corporate of the State of North Carolina.
8. **“Curbside”**- means the location adjacent to but no more than 10 feet from the edge of a roadway providing access to a residence or hand commercial establishment.
9. **“Customer”**- means the beneficiary of curbside collection services provided by a franchisee, including but not limited to residences and hand commercial establishment.
10. **“Director”**- means the Assistant County Manager or other person designated by the Board.
11. **“Dumpster”**- means stationary solid waste containers which require mechanical pick-up by customized loading vehicles, including roll-off containers which involve the collection of industrial and/or construction debris.
12. **“Effective Date”**- means and refers to July 1, 2001.
13. **“Extra Services”**- means solid waste collection services rendered in addition to once-per-week curbside collection. These services may include any service relating to the collection of solid waste, but not recyclable solid waste.

14. **“Fee Schedule”**- DELETED
15. **“Flat Fee Customer”**- means any Craven County resident who wishes to contract solid waste services, rather than using solid waste disposal stickers, with his or her designated franchisee for a fee.
16. **“Franchise Area”**- means specified areas of the County granted to Franchisees for the collection of solid waste or recyclable solid waste materials pursuant to Article IV of the Ordinance.
17. **“Franchisee”**- means a person who has been granted a franchise for the collection of solid waste or recyclable solid waste materials pursuant to Article IV of the Ordinance.
18. **“Hand Commercial Establishment”**- means any commercial entity disposing of less than three (3) cubic yards of solid waste per week or receiving solid waste collection service under this franchise, but not dumpster service; or any multi-family residential building not receiving dumpster service.
19. **“Hazardous Waste”**- means a solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics may: a. cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitative reversible illness; or b. pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.
20. **“Industrial Solid Waste”**- means solid waste generated by industrial processes and manufacturing.
21. **“Landfill”**- means and refers to the Coastal Regional Solid Waste Landfill, located at Tuscarora, Craven County, North Carolina.
22. **“Ordinance”**- means the Craven County Ordinance relating to the franchising of private solid waste and recyclable solid waste material collectors and the collection and disposal of solid waste and recyclable solid waste materials within Craven County.
23. **“Person”**- means an individual, corporation, company, association, partnership, unit of local government, State agency, federal agency or other legal entity.
24. **“Private Drive”**- means a vehicular access serving one single family residence.
25. **“Recyclable Solid Waste Material”**- means those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste. These items include, but are not necessarily limited to, newspaper (with inserts), aluminum cans and aluminum foil products, PETE and HDPE (#1 & #2) plastic containers including natural and pigmented containers such as blue, white and red colored plastics, clear, green and brown glass containers, corrugated cardboard (OCC), steel food cans, steel aerosol cans and steel paint cans.
26. **“Recycling”**- means any process by which solid waste, or materials which would otherwise become solid, waste, are collected, separated, or processed, and reused or returned to use in the form of raw materials or products.
27. **“Recycling Container”**- means a container provided by Craven County or its designee for collection of specified recyclable solid waste materials, or any other container used by a residence or hand commercial establishment and clearly designated to contain such specified recyclable solid waste materials.
28. **“Residence”**- means any single family dwelling, household or Unit.

29. **“Roadway”**- means a common vehicular means of access to three (3) or more customers, connected to a state or municipal road and which is reasonably accessible by solid waste collection vehicles, taking into consideration roadway surface conditions and turnaround space for the vehicles.
30. **“Solid Waste”**- means all material customarily referred to as garbage, or refuse, and other discarded material, including solid, semi-solid materials or materials resulting from community activities, but does not include hazardous waste or solid or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under section 402 of the Federal Water Pollution Control Act as amended (86 STAT.880) or source, special nuclear, or by product materials as defined by the Atomic Energy Act of 1954, as amended (68 STAT. 923).
31. **“Solid Waste Collection Bag”**- means a bag designated for collection of solid waste pursuant to this ordinance with a capacity not to exceed 33 gallons by volume and 50 pounds by weight.
32. **“Solid Waste Collection Sticker”**- means a perforated adhesive sticker authorized for use by Craven County to be placed on solid waste collection bags or containers indicating that it is permissible for such bag or container, with a sticker attached, to be collected by a franchisee or received at a staffed convenience center for disposal. One (1), two (2) and three (3) stickers are required for 33, 64 and 90 gallons by volume and up to 50, 100 and 150 pounds by weight respectively.
33. **“Solid Waste Franchise Area Map”**- means a map maintained by Craven County and indicating specified areas within Craven County for collection of solid waste or recyclable solid waste by franchisees.

**ARTICLE IV**  
**EFFECT**

By the power vested in County to grant exclusive franchisees, this Agreement hereby grants to Contractor the exclusive right to the collection of recyclable solid waste materials from all residences and hand commercial establishments in all of Craven County except for the Town of Bridgeton. This franchise agreement is made applicable to each other Municipality within County under North Carolina General Statute § 153A-122, as each other Municipality, through its governing body, adopts a resolution permitting this Agreement to be extended to the territory within the Municipality.

**ARTICLE V**  
**TERM OF THE FRANCHISE**

The term of this Agreement shall become effective upon execution by both parties. Services under this contract shall commence on July 1, 2001, and continue through June 30, 2006; provided however, that the term of this Agreement may be extended upon the mutual consent of the parties for an additional term of five (5) years beyond the initial term.

Just cause for the termination of this contract shall be a material breach of the terms of this franchise as set out herein.

**ARTICLE VI**  
**INSURANCE**

Contractor shall carry and keep current workmen’s compensation and unemployment insurance as required by the State of North Carolina. General liability and automatic liability coverage will be maintained with not less than the following limits:

<u>Coverage</u>	<u>Limits of Liability</u>
Workman's Compensation	Statutory
Employers Liability	\$ 500,000.00
Bodily Injury Liability	\$2,000,000.00 each occurrence
Except Automobile	\$2,000,000.00 aggregate
Property Damage Liability	\$2,000,000.00 each occurrence
Except Automobile	\$2,000,000.00 aggregate
Automobile Bodily Liability	\$2,000,000.00 each person
Automobile Property Damage Liability	\$2,000,000.00 each occurrence
Excess Umbrella Liability	\$5,000,000.00 each occurrence

Contractor agrees to furnish proof of existence of such coverage to County at least ten (10) days prior to the effective date of this contract and from time to time thereafter as County reasonably may request County shall be designated as an additional insured on all insurance policies providing the required coverages for purposes of this contract. Each such policy shall contain a clause that the insurer will not cancel or modify the insurance coverage without first giving County a minimum of ten (10) days advance written notice.

### **ARTICLE VII** **PERFORMANCE**

Contractor shall perform its obligations in a fair and efficient manner. If County reasonably deems that Contractor is not performing as required under the terms of this Agreement, then County may exercise its rights under Section 7 of Article XI of this Agreement. Contractor shall be responsible for damages as provided by law to include reasonable attorneys fees incurred in enforcing this Agreement.

Deficient performance by Contractor shall not be deemed to constitute grounds for termination when it is the result of conditions not reasonably within the control of Contractor including, but not limited to, civil disorder, natural disasters, or inclement weather so severe that safe travel is made impossible.

### **ARTICLE VIII** **PUBLIC INFORMATION**

Contractor will provide a local telephone number which persons may call during the regular business hours (8:00 a.m.-5:00 p.m.) Monday through Friday for information on the curbside recycling program. Contractor at its expense will distribute information, as provided and approved by County, about the curbside recycling program, and staffed convenience centers and place the information conspicuously for each recycling customer. County shall notify all units about complaint procedures, regulations and day for scheduled recycling material collections.

### **ARTICLE IX** **MATERIALS TO BE RECYCLED**

Contractor agrees that pursuant to this franchise agreement, all of the following materials shall be collected as recyclable solid waste materials:

- Glass Containers (clear, brown and green)
- Aluminum beverage cans
- Aluminum foil products (baking pans and foil)
- Newspapers (including inserts)
- Plastic PETE #1 containers (soft drink and salad dressing bottles).
- Plastic HDPE #2 natural containers (milk and water jugs)
- Plastic HDPE #2 pigmented containers such as blue, green, red and white (name brand detergent products)
- Steel (tin) cans
- Corrugated cardboard (OCC), free of contaminates, flattened and reduced in size to approximately 2 feet by 3 feet

Steel aerosol containers  
Steel paint cans (empty open dry cans and lids)

**ARTICLE X**  
**TITLE TO MATERIALS**

Title to all recyclable solid waste materials, placed at any place normally, and customarily used for public collection of recyclable solid waste materials shall be in County. Title to recyclable solid waste material shall pass to Contractor upon Contractor's collection of said materials.

**ARTICLE XI**  
**COLLECTION, TRANSPORTATION, MARKETING AND RECORD KEEPING**  
**DUTIES OF THE CONTRACTOR**

1.

**RECYCLING CONTAINERS-** Contractor will supply each residential or hand commercial establishment with an 18 gallon recycling container and each apartment complex with a suitable recycling container prior to the commencement date of this Agreement. Title to the recycling containers shall remain with Contractor. Contractor shall replace a recycling container when notified by County that a recycling container is damaged or missing. Replacement of recycling containers shall be documented and reported to County and shall not exceed 1,600 annually. County shall be charged \$5.00 per 18-gallon container for each container issued over 1,600 annually.

2.

**COLLECTION OF MATERIALS TO BE RECYCLED-** Contractor shall provide collection on a weekly basis for all residences and hand commercial establishments in Craven County. It shall not be necessary for materials to be collected for recycling to be placed in the 18-gallon bin, if the same are placed for collection immediately next to said bin in a container and identified or visibly containing recyclable solid waste materials. Collection shall not begin prior to 7:00 a.m.

Contractor shall not be required to make collections on Saturdays, Sundays or holidays with the exception of missed collections that may be required on Saturdays. The following shall be considered as holidays for the purpose of this Agreement:

New Year's Day	Independence Day
Thanksgiving Day	Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspending collection service on such days; however, such decision shall not relieve Contractor of its obligation to provide collection service at least once during the week the holiday is observed. Additionally, Contractor shall not be required to observe such holidays. County shall be responsible for advertising any suspension of service.

When materials which are not designated recyclable solid waste materials (as described in Article IX) are placed in a container, Contractor shall leave such materials in the container with a notice to the customer as to which materials are designated recyclable solid waste materials and may be collected, and which are not. This shall not relieve Contractor of its obligation to provide collection of accepted materials if they are mixed with unacceptable materials provided that the acceptable materials have not been contaminated by the unacceptable materials. If this situation persists by the same eligible customer, Contractor shall notify County and thereafter may discontinue service to that customer until such time as the customer agrees, to the satisfaction of County, that they will comply with applicable recycling instructions.

Contractor shall provide back door collection to any resident physically incapacitated who is unable to place the recycling container at curbside for collection purposes. The Coordinator will verify those who qualify for this service.

Contractor agrees to provide collection services to churches at no charge either to the church or County. Provided however, that the church shall be required to place the recyclable materials to be collected in an eighteen (18) gallon recyclable container or containers to be provided by Contractor upon request of the church.

Any unit not collected on the scheduled day of service by Contractor, except for reasons stated below, shall be collected within twenty-four (24) hours after notice by customer. If Contractor is unable to collect a container for reasons beyond its control, County shall be notified as soon as possible, but in any case no later than 4:30 p.m. on the same day. Informal, day-to-day dealings and contacts between Contractor and county shall be directed to the Coordinator or such other person or place as directed by County in writing.

3.

**TRANSPORTATION-** All materials hauled by Contractor shall be so contained that leaking, spilling, or blowing contents from the vehicle or container is prevented. In the event of any spillage, Contractor shall immediately clean up the litter. All vehicles, and other equipment, shall be maintained in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have, clearly visible, on each side the Company's identity, telephone number and a conspicuous vehicle number.

4.

**MARKETING-** Contractor shall be responsible for all sorting, handling and processing of materials collected. Contractor further shall be responsible for the marketing and disposition of all materials collected in accordance with all applicable federal, state and local laws and regulations, and shall be entitled to retain 100% of the net proceeds from the sales of the materials collected. These provisions shall not be interpreted to prohibit Contractor from subcontracting post-collection duties to a qualified and responsible subcontractor; provided, however, the identity, duties and qualifications of any such subcontractor, and the form and substance of the subcontract to be executed between Contractor and the subcontractor, shall be approved in advance by County, such approval not to be unreasonably withheld. All materials collected shall be recycled for reuse and resale and Contractor solely shall be responsible for complying with this requirement. County shall not be responsible for any materials collected by Contractor, which become unmarketable. All collected materials are solely the responsibility of Contractor. Contractor intends to use East Carolina Vocational Center ("ECVA") to process and market the materials. If ECVC should begin charging a processing fee, Contractor may petition County to consider a rate adjustment to cover the processing fee.

5.

**RECORD KEEPING-** Contractor shall maintain records on the weight of materials collected by type. Contractor shall also maintain records on the participation rate, i.e., percentage of customers which place a container for curbside collection each month. These records shall be furnished to County by the 15<sup>th</sup> of each month for the preceding month. Monthly and year-to-date information shall be included on each report.

6.

**EQUIPMENT BREAKDOWN-** In the event of equipment breakdown, Contractor shall have an alternative method of pickup, approved by the Director, in order that the service will not be interrupted.

7.

**COUNTY'S RIGHT TO TERMINATE CONTRACT-** In the event Contractor substantially breaches the terms or conditions of this Agreement or substantially fails to perform the scope of work specified by County and fails to correct such breach or commence action reasonably expected to correct such breach in a timely manner within thirty (30) days of receipt of notice of such breach from County, County shall have the right to terminate this Agreement upon ten (10) days' written notice.

In the event Contractor shall be adjudicated bankrupt or insolvent or take the benefit of any reorganization or composition proceeding or insolvency law, or make an assignment for the benefit of creditors, or if Contractor's interest in this Agreement shall be levied

upon or attempted to be sold under any execution or process of law, or if receiver shall be appointed for Contractor, then and thereafter County shall have the right and option to terminate this Agreement irrespective of whether or not default exists hereunder, said termination to be effective upon ten (10) days' written notice. The written notice referred to above shall be given by County by registered letter, addressed to Contractor.

8.

**CONTRACTOR'S RIGHT TO TERMINATE CONTRACT-** In the event County should change the ordinances under which Contractor is to operate in such a manner as to physically or economically prevent Contractor from performing the scope of work specified, Contractor shall have the right to terminate this Agreement upon ten (10) days' written notice.

In the event County shall fall sixty (60) days in arrears in payment of monthly fees, Contractor shall have the right to issue an intent to terminate this Agreement upon thirty (30) days of written demand for payment if all payments due are not made in full. In the event County fails to do so, Contractor shall have the right to terminate work under this Agreement and terminate this Agreement at the end of the thirty (30) day period.

9.

**ADDITIONAL REPRESENTATIONS BY CONTRACTOR-** Contractor represents and warrants:

- (a) That it is a limited liability company duly authorized to do business in North Carolina and has legal authority to enter into this Agreement.
- (b) That Contractor shall conduct operations under this Agreement in compliance with applicable laws.

10.

**NOTICES-** All notices, requests and other communications hereunder shall be deemed to have been given when deposited in the U.S. mail in a sealed envelope, postage prepaid, registered or certified mail, and addressed as follows:

If to County:

George B. Sawyer  
Assistant County Manager  
Craven County  
406 Craven Street  
New Bern, NC 28560

If to Contractor:

Republic Services of North Carolina, LLC  
d/b/a Garbage Disposal Service  
3205 Neuse Boulevard  
New Bern, NC 28560

With a copy to:

**ARTICLE XII**  
**ADDITIONAL RESPONSIBILITIES OF CONTRACTOR**

In addition to the above recited duties and responsibilities of Contractor hereunder, Contractor shall do and perform the following:

1. Contractor shall assign, and solely shall be responsible for the supervision of, qualified personnel to manage and operate the recycling system. Contractor shall designate a responsible supervisor, who shall be available to monitor collections, receive and respond to complaints, answer inquiries and resolve disputes with respect to the services supplied pursuant to this Agreement. Complaints or inquiries shall be answered within 24 hours of receipt.

Contractor agrees that all employees shall be required to wear uniforms that display the name of Contractor and identify the individual as an employee of Contractor.

Each employee shall carry a valid operators license for the type of vehicle which he or she is required to operate. Contractor shall provide operation and safety training for all operational personnel. County shall have no responsibility whatsoever for the acts or omissions of Contractor's personnel.

2. Contractor agrees that, in the performance of this contract, Contractor will not discriminate against any employee or applicant because of race, color, creed, national origin, sex, age ancestry or sexual preference.

3. Contractor shall be responsible for obtaining all federal, state and local permits or licenses required for the operation of its business in County and in the State of North Carolina, including but not limited to, permits or licenses required under any federal, state or local law, regulation, standard, ordinance or decree concerning the collection, transport, manifesting, storage, treatment, recycling and/or disposal of solid, toxic or hazardous materials as and to the extent applicable to the business and activities of Contractor. Contractor shall obtain all such permits and licenses prior to the commencement of the term hereof.

4. Contractor solely shall be responsible for assuring that all materials collected are recycled for reuse and resale in accordance with all applicable federal, state and local laws and regulations.

5. Contractor shall abide by the terms and conditions of the ordinance in all material respects.

**ARTICLE XIII**  
**COMPENSATION FOR SERVICES**

County hereby agrees that it shall initially pay Contractor at the rate of Two and 49/100 Dollars (\$2.49) per month for each residential and hand commercial unit eligible for service under this Agreement. The number of residential units eligible for service shall be deemed to be the same number as based upon County's tax records and shall be revised annually on July 1, consistent with these records. The rate set forth herein shall be adjusted annually to reflect changes in the cost of doing business as measured by the CPI (Consumer Price Index, all urban consumers, South Region, All items) as published by the U.S. Department of Labor, Bureau of Labor Statistics. The rate shall be adjusted annual to be effective July 1 of each year. The first adjustment shall be for the year beginning July 1, 2002 and shall use the January 2002 CPI as compared to the January 2001 CPI to compute the adjustment, with the rate being adjusted by a percentage equal to the percentage change in the CPI. The January CPI is being used to allow for County's budgeting process.

Contractor shall invoice County for service rendered within five calendar days following the end of the billing period. Billing and payment shall be based on the quoted rates and schedules set forth herein.

**ARTICLE XIV**  
**INDEMNIFICATION**

Contractor shall indemnify and hold harmless County and its officers, agents, servants and employees from and against any and all loss, cost, damage and expense of any kind, including attorney fees and disbursements, incurred by or threatened against County arising out of, in connection with or attributable to:

- (a) the acts or omissions of Contractor or any of its agents, employees, servants, independent contractors or subcontractors except to the extent any such act or omission shall be the result of willful malfeasance or negligence on the part of County, or
- (b) the failure of Contractor to perform its duties and obligations under this contract or otherwise to comply with the terms hereof, except where such failure is due to factors

beyond Contractor's control or is otherwise excused under the terms of this Agreement.

**ARTICLE XV**  
**RECYCLING SYSTEM IMPROVEMENTS**

County and Contractor agree and understand that from time to time it may be in the best interest of County and Contractor to effect operational changes within the recycling system. These changes may include, but are not limited to the following:

1. Increasing or decreasing the level of service.
2. Redesigning the system to take advantage of technological changes in operational procedures or in response to changes in governmental regulations.
3. The providing of additional services.

County and Contractor hereby agree to monitor the need for such changes and to negotiate in good faith any amendments to this contract necessary to reflect agreed changes.

**ARTICLE XVI**  
**MISCELLANEOUS-PROVISIONS**

1. This contract shall be binding upon the successors, assigns, agents, officials and employees of the parties and constitute the entire understanding of the parties; provided, however, in no event may this contract or any right or obligation arising hereunder be assigned without the prior written consent of the non-assigning party, except, however, that it may be assigned by County to the Coastal Regional Solid Waste Management Authority without consent of Contractor.

2. Without in any way limiting or diminishing the specific duties and responsibilities of Contractor set forth above, Contractor at all times during the initial and any extension term of this contract shall fully comply in all material respects with all federal, state and local laws, rules, regulations, orders and requirements relating to health, safety and the environment, including without limitation those relating to ambient air, surface and ground water, surface and sub-surface soils and other natural resources and those relating to the manufacture, processing, distribution, use, treatment, transportation, release, disposal or importing and exporting of hazardous substances, solid waste, hazardous waste, pollutants, contaminants, toxic substances, asbestos, oil, other petroleum, chemical, biological or radioactive substances.

3. Contractor will take all safety, preventive and remedial measures required by any and all directives from the North Carolina Department of Environment, Health and Natural Resources, the United States Environmental Protection Agency, the Occupational Safety and Health Administration, and any other federal, state or local agency having jurisdiction over Contractor or its activities.

4. This contract shall be modified, amended or changed only pursuant to a writing signed by each of the parties hereto.

5. The authority for the granting of this franchise is provided in the Craven County Ordinance Relating to the Franchising Private Solid Waste and Recyclable Solid Waste Materials Collectors and the Collection and Disposal of Solid Waste and Recyclable Solid Waste Materials within Craven County, and its terms and conditions are hereby incorporated by reference herein.

6. It is understood and agreed that this Agreement applies only to the Recycling Franchise Agreement between Contractor and County, and does not apply to any Solid Waste Franchise Agreement

7. Contractor hereby agrees it shall furnish County a performance bond in the sum equal to Two Hundred and Fifty Thousand and No/100 Dollars (\$250,000.00), which shall be conditioned upon the faithful performance of the terms, conditions and provisions of this Agreement.

The bond or approved substitute security shall be issued by a company licensed or approved to do such business in the State of North Carolina.

Contractor shall pay all premiums chargeable for the bond and shall keep the same in full force and effect during the term of this Agreement. The bond shall contain a provision that it shall not terminate or otherwise expire prior to 30 days after written notice to that effect is given by Certified Mail to County.

**ARTICLE XVII**  
**INTEGRATION**

This contract contains the entire Agreement of the parties; and no representation, inducements, or other covenants between the parties not included herein shall be of any force and effect.

**ARTICLE XVIII**  
**CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of North Carolina.

**ARTICLE XIX**  
**INDEPENDENT CONTRACTOR**

The parties hereto expressly acknowledge and agree that Contractor is an independent contractor and that nothing contained herein is intended nor shall be construed as creating between Contractor and County an employer/employee, joint venture or principal/agent relationship, or a partnership. Under no circumstances shall County be required to withhold on behalf of any employee of Contractor any sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law or the requirement of any governmental body, or make available to any employee of Contractor any of the benefits afforded employees of County. All of such foregoing payments, withholdings and benefits are the sole and absolute responsibility of Contractor.

IN TESTIMONY WHEREOF said parties have hereunto set their hands and seals the day and year first above written.

*Amendments to Solid Waste Ordinance*

Assistant County Manager, George Sawyer, presented minor amendments to the Solid Waste Ordinance, which were approved by motion of Commissioner Talton, seconded by Commissioner Phillips and unanimously carried.

**SOLID WASTE FRANCHISE ORDINANCE**

**ORDINANCE RELATING TO THE FRANCHISING  
OF PRIVATE SOLID WASTE AND RECYCLABLE  
SOLID WASTE MATERIAL COLLECTORS AND THE COLLECTIONS  
AND DISPOSAL OF SOLID WASTE AND RECYCLABLE  
SOLID WASTE MATERIALS WITHIN CRAVEN COUNTY**

**WHEREAS**, the General Assembly of North Carolina has made a finding that problems of solid waste management have become a matter statewide in scope and necessitate state action to assist local governments in improving methods and processes to promote more efficient methods of solid waste collection and disposal. (N.C.G.G. §130A-309.03(a)(2)); and,

**WHEREAS**, the General Assembly has also made a finding that the failure or inability to economically recover material and energy resources from solid waste results in the unnecessary waste and depletion of our natural resources; such that maximum resource recovery from solid waste and maximum recycling and reuse of the resources must be considered goals of the State (N.C.G.S. §130A-309.03(a)(5)), and,

**WHEREAS**, the General Assembly has listed as one of the purposes of the Solid Waste Management Act of 1989 (the “Act”) to encourage counties and municipalities to utilize all means reasonably available to promote efficient and proper methods of managing solid waste and to promote the economical recovery of material and energy resources from solid waste, including contracting with persons to provide or operate resource recovery services or facilities on behalf of the county or municipality. (N.C.G.S. §130A-309.03(b)(9)); and,

**WHEREAS**, the General Assembly has listed an additional purpose of the Act to require counties to develop and implement recycling programs so that valuable materials may be returned to productive use, energy and natural resources conserved and the useful life of solid waste management facilities extended. (N.C.G.S. §130K9.03(B)(14)); and,

**WHEREAS**, the North Carolina Constitution gives the General Assembly the ability to enact laws whereby any county may contract with any person for the accomplishment of a public purpose. (North Carolina Constitution, Article V §2); and,

**WHEREAS**, the General Assembly has expressly given permission for a County to contract with and appropriate money to any person, association, or corporation, in order to carry out any public purposes that the County is authorized by law to engage in. (N.C.G.S. §153a-449); and,

**WHEREAS**, the General Assembly has further found that inefficient and improper methods of managing solid waste create hazards to public health, cause pollution of air and water resources, constitute a waste of natural resources, have an adverse effect on land values, and create public nuisances; and,

**WHEREAS**, the General Assembly has specified that a county or municipality may enter into a written agreement with other persons, including persons transporting solid wastes to undertake to fulfill some or all of the county’s or municipality’s responsibilities. (N.C.G.S. §130a-309.09C(b)); and,

**WHEREAS**, the board of county commissioners of any county is authorized to enact ordinances governing the removal, method or manner of disposal, depositing or dumping any trash, debris, garbage, litter, discarded cans or receptacles or any waste matter whatsoever. (N.C.G.S. §153A-136(a)(3)); and,

**WHEREAS**, the Craven County Board of Commissioners (hereinafter “the Board”) wishes to grant exclusive franchises to private firms to provide for solid waste collection and recycling services within Craven County in an attempt to provide the most efficient means of solid waste management available; and,

**WHEREAS**, municipalities of Craven County have expressed their interest and given their permission in allowing agreements with these private firms to be applicable within their municipalities in accordance with North Carolina General Statute §153A-122.

**NOW, THEREFORE**, by virtue of the authority to enact ordinances or to grant, renew, extend, or amend franchises pursuant to North Carolina General Statute §153A-45, §153A-46 and §153A-136(a)(3), the Board of Commissioners for Craven County (hereinafter referred to as “the Board”) hereby ordains the following:

ARTICLE I

DEFINITIONS

The following terms used in this agreement have the meanings indicated in this section unless the context of the agreement clearly requires otherwise:

1. **“Board”**- means the Board of Commissioners of Craven County,
2. **“CRSWMA”**- means the Coastal Regional Solid Waste Management Authority.
3. **“Cart/Container”**- means a receptacle for the storage and collection of solid waste pursuant to this ordinance. Additionally, the container may be used to store Solid Waste Collection Bags and may hold 33, 64 and 90 gallons by volume or 50, 100 and 150 pounds by weight respectively.
4. **“Collection”**- means the act of removing Solid waste or Recyclable Solid Waste Materials from the curbside to a central storage point or to a disposal site and from a central storage point to a disposal site.
5. **“Convenience Centers”**- means an area designated by Craven County and staffed by employees for receipt of Solid Waste and specified recyclable solid waste materials.
6. **“Coordinator”**- means and refers to the Clean Sweep Coordinator or other person designated by the Board for the coordination of the collection and disposal of solid waste and recyclable solid waste materials within Craven County.
7. **“County”**- means and refers to Craven County, North Carolina, a body politic and corporate of the State of North Carolina.
8. **“Curbside”**- means the location adjacent to but no more than 10 feet from the edge of a roadway providing access to a residence or hand commercial establishment.
9. **“Customer”**- means the beneficiary of curbside collection services provided by a franchisee, including but not limited to residences and hand commercial establishments.
10. **“Director”**- means the Assistant County Manager or other person designated by the Board.
11. **“Dumpster”**- means stationary solid waste containers which require mechanical pick-up by customized loading vehicles, including roll-off containers which involve the collection of industrial and/or construction debris.
12. **“Effective Date”**- means and refers to July 2, 2001.
13. **“Extra Services”**- means solid waste collection services rendered in addition to once-per-week curbside collection. These services may include any service relating to the collection of solid waste, but not recyclable solid waste which may be agreed upon between the franchisee and any customer authorized to receive such solid waste collection services from the franchisee pursuant to this franchise agreement.
14. **LEFT BLANK**
15. **“Flat Fee Customer”**- means any Craven County resident who wishes to contract solid waste services, rather than using solid waste disposal stickers, with his or her designated franchisee for a fee.
16. **“Franchise Area”**- means specified areas of the County granted to Franchisees for the collection of solid waste or recyclable solid waste materials pursuant to Article IV of the Ordinance.
17. **“Franchisee”**- means a person who has been granted a franchise for the collection of solid waste or recyclable solid waste materials pursuant to Article IV of the Ordinance.

- 18. “Hand Commercial Establishment”-** means any commercial entity disposing of less than three (3) cubic yards of solid waste per week or receiving solid waste collection service under this franchise, but not dumpster service; or any multi-family residential building not receiving dumpster service.
- 19. “Hazardous Waste”-** means a solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics may:
- a. cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitative reversible illness; or
  - b. pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.
- 20. “Industrial Solid Waste”-** means solid waste generated by industrial processes and manufacturing.
- 21. “Landfill”-** means and refers to the Coastal Regional Solid Waste Landfill, located at Tuscarora, Craven County, North Carolina.
- 22. “Ordinance”-** means the Craven County Ordinance relating to the franchising of private solid waste and recyclable solid waste material collectors and the collection and disposal of solid waste and recyclable solid waste materials within Craven County.
- 23. “Person”-** means an individual, corporation, company, association, partnership, unit of local government, State agency, federal agency or other legal entity.
- 24. “Private Drive”-** means a vehicular access serving one single family residence.
- 25. “Recyclable Solid Waste Material”-** means those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste. These items include but are not necessarily limited to; newspaper (with inserts), aluminum cans and aluminum foil products, PETE AND HDPE (#1 & #2) plastic containers including natural and pigmented containers such as blue, white and red colored plastics, clear, green and brown glass containers, corrugated cardboard (OCC), steel food cans, steel aerosol cans and steel paint cans.
- 26. “Recycling”-** means any process by which solid waste, or materials which would otherwise become solid waste, are collected, separated, or processed, and reused or returned to use in the form of raw materials or products.
- 27. “Recycling Container”-** means a container provided by Craven County or its designee for collection of specified recyclable solid waste materials or any other container used by a residence or hand commercial establishment and clearly designated to contain such specified recyclable solid waste materials.
- 28. “Residence”-** means any single family dwelling, household unit.
- 29. “Roadway”-** means a common vehicular means of access to three (3) or more customers, connected to a state or municipal road and which is reasonably accessible by solid waste collection vehicles, taking into consideration roadway surface conditions and turn around space for the vehicles.
- 30. “Solid Waste”-** means all material customarily referred to as garbage, or refuse, and other discarded material, including solid, semi-solid materials or materials resulting from community activities, but does not include hazardous waste or solid or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under section 402 of the Federal Water Pollution Control Act as amended (86 STAT. 880) or source, special nuclear, or by product materials as defined by the Atomic Energy Act of 1954, as amended (68 STAT. 923).

**31. “Solid Waste Collection, Bag”-** means a bag designated for collection of solid waste pursuant to this ordinance with a capacity not to exceed 33 gallons by volume and 50 pounds by weight.

**32. “Solid Waste Collection Sticker”-** means a perforated adhesive sticker authorized for use by Craven County to be placed on solid waste collection bags or containers indicating that it is permissible for such bag or container, with a sticker attached, to be collected by a franchisee or received at a staffed convenience center for disposal. One (1), two (2) and three (3) stickers are required for 33, 64 and 90 gallons by volume and up to 50, 100 and 150 pounds by weight respectively.

**33. “Solid Waste Franchise Area Map”-** means a map maintained by Craven County and indicating specified areas within Craven County for collection of solid waste or recyclable solid waste by franchisees.

## ARTICLE II

### §2.1

#### PURPOSE AND INTENT

It is the purpose and intent of this ordinance to protect public health and private property by granting exclusive franchises for the collection and disposal of solid waste and the collection of recyclable solid waste materials to responsible persons or businesses equipped to render adequate and continuing service throughout Craven County and to regulate the collection and disposal of solid waste and recyclable solid waste materials by residences and hand commercial establishments within the County. The services rendered are to be under the supervision and regulation of Craven County, both as to the means and method of collection, and also as to the sanitary disposition of solid waste.

The Board, pursuant to the authority vested in it under North Carolina General Statutes §153A-45 and §153A-46, reserves the right to amend this ordinance from time to time when such amendment would be in the best interest of the citizens and residents of Craven County.

Additionally, the Board may, upon the determination that a franchised operation or any or all franchised operations are not serving the needs and best interests of the public, repeal this ordinance in its entirety, or that portion of the ordinance it deems necessary and make provisions for governmental or free enterprise operations of the solid waste collection business.

The Board herein reserves the express right to suspend, revoke, terminate, or otherwise alter, for cause, any franchise granted under the provisions of this ordinance.

## ARTICLE III

### §3.1

#### EFFECT

This ordinance shall govern the collection of Recyclable Solid Waste Materials and Solid Waste throughout all of Craven County pursuant to the provisions of North Carolina General Statute §153A-136 and North Carolina General Statute §130A-309.09. Additionally, this ordinance is made applicable to each municipality within the County under North Carolina General Statute §153A-122, as each municipality within the County, through its governing body, adopts a resolution permitting this ordinance to be extended to the territory within that municipality.

## ARTICLE IV

### FRANCHISES

#### §4.1

## TYPES OF FRANCHISES

In order to assure adequate solid waste collection and recyclable solid waste material collection service in all of Craven County, the Board may grant exclusive solid waste and recyclable solid waste material collection rights to a Person in designated franchise areas of Craven County under two types of franchises:

1. **Recycling Franchise-** this franchise shall allow the franchisee recyclable solid waste materials within all or a specified portion of Craven County from all residences and hand commercial establishments.
2. **Solid Waste Franchise-** this franchise shall allow the franchisee to collect all solid waste (other than recyclable solid waste materials) within all or a specified portion of Craven County from all residences and hand commercial establishments.

### §4.3 APPLICATION

The application for a franchise shall;

- (a) Specify the type of franchise applied for, and
- (b) Contain the name, address, and telephone number of the applicant, and if the applicant is a business, the names and addresses of its officers, directors, owners, and partners. In addition, *if* the applicant is a corporation, a certified copy *of* its Articles of Incorporation shall be filed with the application.
- (c) Set forth with particularity the designated franchise area which is to be served by the applicant.
- (d) Set forth the manner and means by which the applicant proposes to service the area.
- (e) Be submitted in duplicate, one copy to the Clerk of the Board and one copy to the Director
- (f) Contain any other relevant: information requested by the Director.

Any portion of the County which is not covered by a franchise may be designated as a franchised area by the Board and a franchise granted according to the provisions of this ordinance.

### §4.4 CONDITIONS OF FRANCHISE

All franchises are and shall be granted upon the following terms and conditions:

1. Each Franchisee shall execute a Franchise Agreement. Such Agreement shall be executed in duplicate, one copy to be retained by the Franchisee and the original to be returned to the Director. Unless the Agreement is returned within two weeks after the grant of the franchise, such franchise may be terminated by the Board, unless such time is extended for cause.
2. Each Franchisee shall render continuous service on a regular schedule approved by the Director to every residence or hand commercial establishment in the area in which the Franchisee is franchised to do business. The Director shall work with the Franchisees and shall determine and establish the schedules and routes within each franchised area. Each customer shall receive a minimum of one pickup per week on a regularly scheduled basis, unless otherwise approved by the Director.
3. All vehicles used for collection shall be cleansed regularly in areas approved by the Director.

4. In the event of equipment breakdown, the Franchisee must have an alternative method of *pickup* arranged in order that the service will not be interrupted.
5. Solid Waste shall be transported in the collection vehicle directly to the CRSWMA Landfill or a disposal area designated by the Director or the Board.
6. Each Franchisee shall furnish to the Director, upon request, records related to the operation of the franchise with accurate and current information as requested.
7. Within thirty (30) days of acceptance of a franchise and no later than July 1 of each year during the life of such franchise, the Director or designee shall furnish to the Board a written statement in which the Director verifies that.
  - a. The Director has inspected the storage facilities and all vehicles to be used by the Franchisee, his associates and employees;
  - b. The storage facilities, vehicles, and the Franchisee's operation meet the requirements of this ordinance;
  - c. Each vehicle to be used for the collection, *pickup*, removal, transportation, and disposal of solid waste, by or for the franchised collector: (1) is sufficiently waterproof so as not to spill water or other liquids upon any thoroughfare or road traversed, (2) is covered with a tarpaulin or cover of other material sufficient to prevent windblown trash; and (3) is in good working order.
8. The Director or designee shall conduct an annual inspection to be completed by July 1 of each year, of all vehicles, facilities, and equipment of each franchised collector as to the matters specified in the paragraph above.
9. Failure to comply with inspection procedures described in the paragraph above without good cause shall constitute just cause for termination of a franchise.
10. In the event that the Director finds that any Franchisee has failed to comply with the terms and conditions of this ordinance, the Director shall attempt an informal resolution of the problem with the Franchisee. If the problem is not resolved, the Director shall advise the Franchisee and the Board in writing as to his findings. The Director may make recommendations as to what action should be taken by the Board.
11. In the event the Franchisee is aggrieved by the findings or recommendations of the Director, the Franchisee, upon request, shall be given a hearing by a committee of three (3) members (hereinafter "Committee") having the following composition: One representative of Craven County, as appointed by the Director; and one member appointed by the Franchisee and a third member agreed to by the other two designees. At the hearing, the Franchisee shall have the opportunity to show cause as to why the findings of the Director may be incorrect, or why the action recommended by the Director should not be taken by the Board. Upon determination by the Committee that a Franchisee has failed to carry out the duties, obligations, terms, and conditions imposed by the acceptance of a franchise under this ordinance, it may recommend to the Board any of the following:
  - a. That the Franchisee be placed on probation;
  - b. That the franchise of the Franchisee be suspended pending completion of recommended corrective action;
  - c. That such changes be made in the franchised territory or area served by the Franchisee as will protect the public interest;
  - d. That the franchise of the Franchisee be revoked;

- e. If the Committee finds that a Franchisee has substantially complied with the duties, obligations, terms, and conditions imposed by this ordinance, the Committee may recommend that the Board take no action.

The Board must give consideration to the recommendation of the Committee, but is not bound by it.

12. A franchisee may sublease, subcontract, convey, or otherwise transfer his franchise or any portion thereof but only with written approval and consent of the Board, which consent shall not be arbitrarily or unreasonably withheld, and which consent may be given upon motion duly made and passed at any regular meeting of the Board, without the necessity of amending this ordinance. Before any franchise may be subleased, subcontracted, conveyed, or otherwise transferred, the transferee must submit an application as provided for in this ordinance, and must meet all requirements of this ordinance.

13. Each Franchisee under this ordinance shall maintain an office and shall equip the office with a telephone providing local telephone service from the New Bern area. The Franchisee shall assign qualified personnel to be in charge of the service rendered pursuant to the franchise and provide the names of such personnel to the Director. Such personnel shall be qualified and available to receive and handle complaints and to receive and respond to communications from the Coordinator according to procedures established by the Director.

§4.5  
INSURANCE

The franchisee shall carry and keep current workmen’s compensation and unemployment insurance as required by the State of North Carolina. General liability and automobile liability coverage will be maintained with not less than the following limits:

Workmen’s Compensation	Statutory Limits
Bodily Injury Liability	\$100,000 each person
	\$300,000 each occurrence
Property Damage Liability	\$ 50,000 each occurrence
General Liability	\$500,000 each occurrence

Each franchisee will agree to furnish proof of existence of such coverage to County at least ten (10) days prior to the effective date of the franchise and from time to time thereafter as County reasonably may request. County shall be designated as an additional insured on all insurance policies providing the required coverages for purposes of this contract. Each such policy shall contain a clause that the insurer will not cancel or modify the insurance coverage without first giving County a minimum of ten (10) days advance written notice.

ARTICLE V

COLLECTION AND DISPOSAL

Each residence and hand commercial establishment located within Craven County shall dispose of Solid Waste and Recyclable Solid Waste Materials in the manner provided in this Article V of this ordinance.

§5.1

County shall provide for the curbside collection of solid waste and recyclable solid waste materials for residences and hand commercial establishments in Craven County at a minimum of one (1) curbside collection per week.

## §5.2

Residences and Hand Commercial Establishments shall be charged a fee for the collection and disposal of Solid Waste and Recyclable Solid Waste and Solid Waste Materials. The recyclable solid waste fee shall be billed by the County as provided in the Ordinance Relating to the Collection of Fees to Pay for the Recyclable Solid Waste and Solid Waste Collection Services Within Craven County (hereinafter "Billing Ordinance") Pursuant to N.C.G.S. §153A-293 approved by the Board on June 15, 1992.

## §5.3

Residences and Hand Commercial Establishments disposing of Solid waste within Craven County may cause such Solid Waste to be collected in the following manner:

- (a) By placing it in a solid waste collection bag and placing one solid waste collection sticker on each bag designated for collection by Franchisees authorized to collect solid waste pursuant to this ordinance; or
- (b) By placing it in a solid waste collection bag and placing one solid waste collection sticker on each bag for delivery and disposal at a Craven County staffed convenience center; or
- (c) By placing solid waste with a weight not to exceed 50 Pounds in a 33 gallon cart and placing one solid waste collection sticker thereon for collection by Franchisees authorized to collect solid waste pursuant to this ordinance or for delivery and disposal at a Craven County staffed convenience center; or
- (d) By placing solid waste with a weight not to exceed 100 pounds in a 64 gallon cart and placing two solid waste collection stickers thereon for collection by Franchisees authorized to collect solid waste pursuant to this ordinance or for delivery and disposal at a Craven County staffed convenience center; or
- (e) By placing solid waste with a weight not to exceed 150 pounds in a 90 gallon cart and placing three solid waste collection stickers thereon for collection by Franchisees authorized to collect solid waste pursuant to this ordinance or for delivery and disposal at a Craven County staffed convenience center; or
- (f) By contracting directly with area Franchisee.

## §5.4

County shall cause solid waste collection stickers to be available for purchase within Craven County at a price to be determined and approved by the Craven County Board of Commissioners.

## §5.5

Craven County shall provide that staffed convenience centers located within the county shall be open for the receipt of specified materials (including specified Recyclable Solid Waste Materials) and Solid Waste, provided however, that solid waste placed for disposal at such centers shall be placed in a bag or cart with the appropriate number solid waste collection stickers affixed thereto as hereinabove provided.

## §5.6

Collection of solid waste and recyclable solid waste materials shall be provided to a physically incapacitated customer who is unable to place a solid waste collection bag or recycling container at the curbside for collection. The collection shall be approved on a case-by-case basis by the Coordinator, considering the availability of a public right of way or easement, roadway surface conditions and turn around space for the collection equipment.

ARTICLE VI  
PENALTIES AND REMEDIES

§6.1

A violation *of* any of the provisions of this ordinance shall constitute a misdemeanor, punishable by a fine not exceeding dollars (\$50.00) or by imprisonment not to exceed thirty (30) days, or both, in the discretion of the Court.

§6.2

A violation of any of the provisions of this ordinance shall also subject the offender to a civil penalty of fifty dollars (\$50.00). If a person fails to pay this civil penalty within ten (10) days after being cited for a violation, the County may seek to recover the penalty by filing a civil action in the nature of debt.

§6.3

The County may seek to enforce this article through any appropriate legal or equitable action and relief.

§6.4

Each day that a violation continues after the offender has been notified of the violation shall constitute a separate offense.

The County may seek to enforce this article by using any one or any combination of the foregoing and/or by using any available of contractual remedies.

Read and approved on first reading by a vote of 7 for and 0 against on May 7, 2001.

Adopted this 7<sup>th</sup> day of May, 2001.

**PUBLIC HEARING CONCERNING COMMUNITY COLLEGE BOND**

At 7:35 p.m. Commissioner Sampson moved to go into public hearing, as advertised, concerning a proposed Community College Bond. The motion was seconded by Commissioner Toon and unanimously carried. Dr. Steve Redd, President of Craven Community College, made comments on the bond for \$ 1.8 million to be applied toward the Havelock Campus Project. There were no members of the public who wished to speak. Commissioner Talton moved to close the public hearing, seconded by Commissioner Phillips and unanimously carried.

After the Board returned to regular session, Commissioner Toon moved to adopt the following bond order in the amount of \$1.8 million for the Havelock Campus of Craven Community College. The motion was seconded Commissioner Talton and unanimously carried.

NOTICE OF ADOPTION OF BOND ORDER

“BOND ORDER AUTHORIZING THE ISSUANCE OF  
\$1,800,000 COMMUNITY COLLEGE BONDS OF THE COUNTY OF CRAVEN”

WHEREAS, the Board of Commissioners of the County of Craven has received and considered a resolution from the Board of Trustees of Craven Community College including a request that the Board of Commissioners provide additional facilities at Craven Community College; and

WHEREAS, the Board of Commissioners of the County of Craven deems it advisable to make the improvements hereinafter described; and

WHEREAS, the Board of Commissioners has caused to be filed with the Secretary of the Local Government Commission of North Carolina an application for Commission approval of the bonds hereinafter described as required by The Local Government Finance Act, and the Secretary of the Local Government Commission has notified the Board that the application has been filed and accepted for submission to the Local Government Commission; NOW, THEREFORE,

BE IT ORDERED by the Board of Commissioners of the County of Craven , as follows:

Section 1. The Board of Commissioners of the County of Craven has ascertained and hereby determines that it is necessary to provide additional community college facilities for Craven Community College, including the construction of a building and the acquisition and installation of necessary furnishings and equipment, and to pay capital costs of such improvements.

Section 2. In order to raise the money required to pay capital costs of providing the improvements as set forth above, in addition to any funds which may be made available for such purpose from any other source, bonds of the County of Craven are hereby authorized and shall be issued pursuant to The Local Government Finance Act of North Carolina. The maximum aggregate principal amount of said bonds authorized by this bond order shall be \$1,800,000.

Section 3. A tax sufficient to pay the principal of and interest on said bonds when due shall be annually levied and collected.

Section 4. A sworn statement of the County's debt has been filed with the Clerk of the Board of Commissioners and is open to public inspection.

Section 5. No debt shall be contracted during any fiscal year by the issuance of bonds pursuant to this bond order if the amount of such debt and of all other debt contracted during such fiscal year shall exceed two-thirds of the amount by which the outstanding indebtedness of said County shall have been reduced during the next preceding fiscal year, unless the incurring of such debt shall be submitted to a vote of the people of the County and shall be approved by a majority of those who vote thereon.

Section 6. This bond order shall take effect thirty days after its publication following adoption, unless it is petitioned to a vote of the people within thirty days after the date of its publication as introduced as provided in G.S. 159-60, and in such latter event, it shall take effect when approved by the voters of said County.

#### **BOARD OF EDUCATION BUDGET PRESENTATION**

Superintendent of Schools, William Rivenbark, presented the budget that has been submitted by the Craven County Board of Education. Following his presentation there was brief discussion concerning the facility needs of the school system as well as the proposed bond. Commissioner Phillips expressed his advocacy for a vocational training school, and suggested that it be developed at the Bridgeton Elementary School facility once that school is replaced. Commissioner Tyson inquired when the School Board would have a date and amount to propose for the bond. Mr. Rivenbark responded that the School Board plans to adopt its project list on May 15<sup>th</sup> and proposed a work session with the Board of Commissioners on May 21<sup>st</sup> following the regular session. At that time the Board of Education expects to have some details, including the number of children housed in mobile units, and how many classrooms are needed.

#### **COMMUNITY COLLEGE BUDGET PRESENTATION**

Dr. Steve Redd, President of Craven Community College, presented the proposed budget for the college, which has been recommended by its Board of Trustees. This reflects \$2,116,000.00 in operating funds, and represents a 5.4 % increase over the previous years operating fund. He indicated that the budget also reflects a 35% increase on insurance of County paid personnel. Some highlights included the proposal to outsource the food

service and new academic offerings in the computer field: Network Technology and Internet Technology; and Medical Records Coding. He stated that the college has experienced tremendous growth in distance learning.

The development of the Havelock Campus continues to be a major focus. It has resulted in the college's successful application for multi-campus college designation, making it eligible for additional state funds.

At 8:05 p.m. the Board was declared in recess and reconvened at 8:10 p.m.

## **APPOINTMENTS**

### *Council on Women*

The Board received letters from the Council on Women requesting appointment to their Board for Mrs. Catherine Plevor-Payne and Mrs. Cindi M. Quay as additional members. Commissioner Tyson nominated Ms. Plevor-Payne and Commissioner Allen nominated Ms. Quay. Commissioner Talton moved to close nominations, seconded by Commissioner Phillips, with Mrs. Plevor-Payne and Mrs. Quay appointed by acclamation.

### *Craven Community College*

The Board was advised of a resignation from the Community College Board of Trustees by Mr. Milt Gold. Commissioner Tyson nominated Donald Brinkley to fill the unexpired term of Mr. Gold until June 30, 2002. Commissioner Talton moved to close nominations, seconded by Commissioner Allen and unanimously carried, with Mr. Brinkley being appointed by acclamation.

### *Area Agency on Aging*

The Board considered an appointment to fill the term of Mrs. Mary Swartz on the Area Agency on Aging due to her inability to attend meetings. Ms. Swartz was present and clarified for the Board that she had resigned approximately one year ago from this appointment due to personal circumstances. Commissioner Sampson moved to defer this appointment until the Board's meeting on May 21<sup>st</sup>, seconded by Commissioner Allen and unanimously carried.

### *Craven Regional Medical Authority Board of Commissioners*

The Board was advised of the impending expiration of the terms of Mr. Don Loudin and Ms. June Rodd. Mr. Loudin had requested not to be considered for reappointment. Commissioner Sampson nominated Mr. Charles Wethington, Commissioner Talton nominated Norman Kellum, and Commissioner Allen nominated June Rodd for reappointment. Commissioner Talton moved to close nominations, seconded by Commissioner Sampson and unanimously carried. In a roll call vote, Mr. Wethington received four (4) votes from Commissioners Bland, Sampson, Talton, and Toon, Mr. Kellum received seven (7) votes and Ms. Rodd received three (3) votes from Commissioners Allen, Phillips, and Tyson, with Mr. Kellum and Mr. Wethington being appointed with the highest votes.

## **PLANNING DEPARTMENT MATTERS**

### *Floodplain Management Issues*

The Planning and Inspections staff sought direction from the Board on the issue relating to the enforcement of floodplain management regulations, specifically, on mapping regulations currently being enforced. Planning Director, Don Baumgardner, explained that a larger number of properties have become subject to floodplain regulations and higher regulatory flood heights compared to the original Flood Insurance Rate Maps. The new Flood Recovery Maps have not been approved by FEMA, and since their use has

been instituted, some inconsistencies have been found. Several options were presented for the Board's consideration, as follows:

Option 1. Continue to enforce original base flood regulations and boundaries within the Special Flood Hazard Area as determined on the official FIRM map and utilize Flood Recovery Map information in an advisory role only until maps are made official by FEMA. Planning and Inspections staff will provide a disclosure advising the applicant of the potential flooding hazard in the areas outside of the Special Flood Hazard Area but within the new Flood Recovery Map boundaries. The applicant should sign this disclosure and a copy will be permanently maintained in his/her file.

Option 2. Regulate new development in the flood recovery mapping area under the best available data provision in 44 CFR 60.3 while maps are under review by FEMA.

Option 3. Enforce new Flood Recovery Map base flood elevation data for the SFHA determined on the official FIRM maps but only utilize this data in an advisory capacity in the area outside of the SFHA but inside areas identified in the Flood Recovery Map until maps are sent to FEMA for review. Although Base Flood Elevations for the Flood Recovery Maps are considered accurate, there may be some inconsistencies with the actual flood boundaries due to less accurate topographic mapping.

Commissioner Phillips moved that the Planning Department adopt the foregoing Option #1, seconded by Commissioner Talton and unanimously carried.

#### *Update on Acquisitions*

Mr. Baumgardner advised that approval has been received from FEMA for the last of 4 acquisition applications for floodprone structures in the County. This final grant is for the buyout of 21 rental properties in the amount of \$2,303,328. Upon successful negotiation with the property owners, there are several of these properties that can potentially be utilized as County recreation areas. Some of this land consists of medium to large tracts along the Neuse and Trent Rivers, which could be converted over to recreation areas, open space, greenways, etc. which can also provide aesthetic benefits.

### **AUDIT CONTRACT**

Craven County Finance Officer, Rick Hemphill, presented a recommendation that the audit contract for the June 30, 2001 annual audit be awarded to McGladrey & Pullen at \$61,000. He advised the Board that the cost reflects an increase of \$2,000 or 3.4%. Commissioner Talton moved to approve the recommendation of the Finance Officer to award the contract to McGladrey & Pullen. The motion was seconded by Commissioner Sampson and unanimously carried.

### **FT. BARNWELL RESCUE SQUAD REQUEST**

The Ft. Barnwell Rescue Squad reported receipt of a Department of Insurance Grant in the current fiscal year in the amount of \$13,799. The County was requested to extend matching grant funds for this award to cover the following equipment, which was requested in the grant. Commissioner Tyson moved to approve the appropriation for matching the grant in the amount of \$13,799 from fund balance, seconded by Commissioner Sampson and unanimously carried in a roll call vote.

- 1 – Imaging Camera
- 20 – CPR Masks
- 2 – Glucometers
- 2 – Blood Pressure Cuffs
- 8 – Back boards
- 2 – Leads for Pulse-ox

***Budget Amendment - EMS***

<b>REVENUES</b>	<b>AMOUNT</b>	<b>EXPENDITURES</b>	<b>AMOUNT</b>
101-0000-399-01-00 Fund Balance	\$13,799.00	101-2827-410-33-20 Grant Match Ft. Barnwell	\$13,799.00
<b>TOTAL</b>	<b>\$13,799.00</b>	<b>TOTAL</b>	<b>\$13,799.00</b>

**Justification:** Budget grant match for Ft. Barnwell Rescue

**COUNTY MANAGER'S REPORT**

*Joint Meeting with Havelock*

County Manager, Harold Blizzard, advised the Board that the request from Havelock Board of Commissioners for a joint meeting was still pending and May 10<sup>th</sup> and 11<sup>th</sup> had been proposed as tentative dates from which to choose. The purpose of the joint meeting would be for discussion of Havelock's EMS budget request. Due to the unavailability of several Commissioners on both dates, May 10<sup>th</sup> and May 11<sup>th</sup>, it was the consensus of the Board to defer the establishment of a date until the Board's next meeting.

*Update of Fuel Dispensing System – City of New Bern Garage*

Assistant County Manager, George Sawyer, presented a request from the City of New Bern that the County pay its portion of costs for the update of a fuel dispensing system at the City of New Bern garage. By established agreement, County vehicles are fueled at a fuel site owned by the City of New Bern, which also provides for the County's contribution of forty percent (40%) towards the maintenance and upgrade of equipment at the site. The City recently made major improvements to the operation and has requested that the County provide forty percent (40%) of these costs in the amount of \$16,154.18. Commissioner Sampson moved to appropriate \$16,154.18 for this purpose from fund balance, seconded by Commissioner Talton and unanimously carried in a roll call vote.

***Budget Amendment – Public Buildings***

<b>REVENUES</b>	<b>AMOUNT</b>	<b>EXPENDITURES</b>	<b>AMOUNT</b>
101-0000-399-01-00 Fund Balance	\$16,155.00	101-1201-400-40-83 City of New Bern Pumps	\$16,155.00
<b>TOTAL</b>	<b>\$16,155.00</b>	<b>TOTAL</b>	<b>\$16,155.00</b>

**Justification:** County 40% prorate share of repairs to gas pumps at the City of New Bern.

**COMMISSIONERS' REPORTS**

*Commissioner Talton* asked Mr. Robert Mattocks to come forward to receive a resolution which the Board adopted recognizing his service to the community at its April 16, 2001 meeting.

At 9:05 p.m. Commissioner Sampson moved to recess to convene the Water & Sewer Board of Directors meeting, seconded by Commissioner Phillips and unanimously carried.

The remaining- Commissioners' reports were deferred until the Board reconvened in regular session.

At 9:37 p.m. the Board reconvened in regular session.

Commissioner Talton moved to go into closed session pursuant to N.C.G.S 143-318.11(a)(6), concerning a personnel matter. The motion was seconded by Commissioner Sampson and unanimously carried.

At 10:00 p.m. the Board returned to regular session.

County Attorney, Jim Sugg, reported that there had been discussion concerning the qualification of a Building Inspector in closed session. Commissioner Talton moved to reclassify a grade 73, Building Inspector, to a grade 71, seconded by Commissioner Phillips and unanimously carried.

### **COMMISSIONERS' REPORTS CONTINUED**

*Commissioner Allen* reported on the annual banquet of the Havelock Chamber of Commerce scheduled for June 29<sup>th</sup> and encouraged other Commissioners to attend.

*Commissioner Toon* announced that the military has completed the work on Ward Lane and a ribbon cutting ceremony is scheduled for May 25<sup>th</sup>. He invited the Board to attend this ceremony.

*Commissioner Bland* announced that assurances have been received on the removal of the tugboats in Scotts Creek and it is expected that the removal will take place in the near future.

At 10:05 p.m. Commissioner Allen moved to adjourn, seconded by Commissioner Talton and unanimously carried.

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Chairman, C.W. "Pete" Bland  
Craven County Board of Commissioners

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Gwendolyn M. Bryan  
Clerk to the Board