

**HERTFORD COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
COMMISSIONER'S CHAMBERS/MULTI-PURPOSE ROOM – JUDICIAL CENTER**

Minutes – June 17, 2024 – 7:00 PM

Present: Com. Andre' M. Lassiter, Sr., Chairman, Com. John D. Horton, Vice-Chair, Com. Leroy Douglas, Com. Ronald J. Gatling and Com. William F. Mitchell, Jr.

Also Present with the Board: Mr. Kevin Patterson, Interim County Manager, Dr. Renee Tyler, Clerk to the Board, Attorney Charles L. Revelle, III, County Attorney, and Attorney Maria Jones, Revelle & Lee

The following employees attended the meeting: Director Leslie Edwards, Director Felicia Gaskins, Director Kelly Bowers, Sheriff Dexter Hayes, EMS Interim Director Patrick Dilday and KaWania Parker, Public Information Officer.

Chairman Andre' M. Lassiter, Sr. called the meeting to order and Pastor Gary Holloman, Pastor - Spirit and Truth Worship Center, Ahoskie, North Carolina provided the Invocation.

CONSENT AGENDA

On a motion by Com. William F. Mitchell, Jr. seconded by Vice-Chair John D. Horton, the Board approved the Consent Agenda as follows:

- Approval of June 3, 2024 Minutes
- Approval of NCVTS Refunds: John Byrd and Shykira Porter

Payee Name	Primary Owner	Secondary Owner	Total Change
BYRD, JOHN THOMAS III	BYRD, JOHN THOMAS III		(\$107.26)
			(\$103.43)
			\$0.00
			\$210.69
PORTER, SHYKIRA NICOLE	PORTER, SHYKIRA NICOLE		(\$95.03)
			(\$74.67)
			\$0.00
			\$169.70

REQUEST CONSIDERATION OF BOARDS & COMMISSION APPOINTMENTS:
CHOANOKE PUBLIC TRANSPORTATION AUTHORITY, FIRE FIGHTERS
RELIEF FUND BOARD (COMO), HERTFORD COUNTY ABC BOARD,
HERTFORD COUNTY COMMISSIONERS' ADVISORY BOARD ON AGING,
MEDICAL SERVICES TRANSPORTATION ADVISORY COUNCIL, JOINT
COMMUNITY ADVISORY COMMITTEE, ROANOKE CHOWAN
COMMUNITY COLLEGE BOARD OF TRUSTEES, AND VETERANS
ADVISORY BOARD

The Board approved the following Boards and Commissions appointments:

On a motion by Com. Gatling, seconded by Com. Mitchell, the Board approved the reappointment of Axem Bracy to the **Choanoke Public Transportation Authority** for a two-year term expiring June 30, 2026.

On a motion by Com. Gatling, seconded by Vice-Chair Horton, the Board approved the reappointment of Charlie B. Sumner and Samuel Howell to the **Firefighters Relief Fund Board (Como)** for a two-year term expiring June 30, 2026.

On a motion by Com. Gatling, seconded by Com. Douglas, the Board approved the reappointment of Jeri Pierce to the **Hertford County ABC Board** for a three-year term expiring June 30, 2027.

On a motion by Com. Gatling, seconded by Com. Douglas, the Board approved the reappointment of Corelette H. Smith to the **Hertford County Commissioners' Advisory Board on Aging** for a four-year term expiring June 2028.

On a motion by Com. Gatling, seconded by Com. Douglas, the Board approved the reappointment of Melanie A. Davis to the **Medical Services Transportation Advisory Council** for a one-year term expiring June 30, 2025.

On a motion by Com. Gatling, seconded by Vice-Chair Horton, the Board approved the reappointment of Emily Winstead to the **Joint Community Advisory Committee** for a three-year term expiring June 30, 2027.

On a motion by Com. Gatling, seconded by Com. Douglas, the Board approved the reappointment of Betty A. Pugh to the **Roanoke Chowan Community College Board of Trustees** for a four-year term expiring June 30, 2028.

On a motion by Com. Gatling, seconded by Com. Douglas, the Board approved the reappointment of Axem Bracy to the **Veterans Advisory Board** for a three-year term expiring April 19, 2027.

PUBLIC COMMENT

No public comment was provided.

REQUEST APPROVAL OF RECOMMENDATION FOR HERTFORD COUNTY GOVERNMENT SUMMER INTERNSHIP PROGRAM

On a motion by Com. Gatling, seconded by Com. Douglas, the Board approved Hannah Joyner for the Summer Internship Program.

REQUEST APPROVAL OF DEPARTMENT OF SOCIAL SERVICES TRUST BANK RESOLUTION

On a motion by Com. Douglas, seconded by Vice-Chair Horton, the Board approved the Department of Social Services Trust Bank Resolution as presented by Ms. Leslie Edwards as follows:

ACCOUNT AGREEMENT

Agreement Date: 06/05/2024 By: B275THC☒ EXISTING Account - This agreement replaces previous agreement(s).

Ownership of Account - PERSONAL

☐ Individual ☐ Personal Agency (see below)☐ Joint - With Survivorship (see below)☐ Joint - No Survivorship (as tenants in common)☐☐ Trust - Separate Agreement:☐ Payable On Death (POD) Designation As Defined In This Agreement
(Name and Address of Beneficiaries):☐ Bank Joint Account With Right of Survivorship G.S. §53C-6-6: We understand that by establishing a joint account under the provisions of North Carolina General Statute §53C-6-6 that:

1. The bank may pay the money in the account to, or on the order of, any person named as a joint holder of the account unless we have agreed with the bank that withdrawals require more than one signature; and

2. Upon the death of one joint owner the money remaining in the account will belong to the surviving joint owners and will not pass by inheritance to the heirs of the deceased joint owner or be controlled by the deceased joint owner's will.

X _____ X _____

☐ Bank Payable On Death Account G.S. §53C-6-7: I/We understand that by establishing a Payable on Death account under the provisions of North Carolina General Statute §53C-6-7 that:

1. During my/our lifetime I/we, individually or jointly, may withdraw the money in the account.

2. By written direction to the bank I/we, individually or jointly, may change the beneficiary or beneficiaries.

3. Upon my/our death the money remaining in the account will belong to the beneficiary or beneficiaries, and the money will not be inherited by my/our heirs or be controlled by will.

X _____ X _____

☐ Bank Personal Agency Account G.S. §53C-6-8: The undersigned understands that by establishing a personal agency account under the provisions of North Carolina General Statute §53C-6-8 that the agent named in the account may:

1. Sign checks drawn on the account.

2. Make deposits into the account.

The undersigned also understands that upon my death the money remaining in the account will be controlled by his or her will or inherited by his or her heirs.

(agent's name and address)

☐ The undersigned agrees this personal agency will continue if he/she subsequently becomes incapacitated or mentally incompetent, in accordance with North Carolina General Statute §53C-6-8(d).

X _____

Ownership of Account - BUSINESS Purpose

☐ Sole Proprietorship ☐ Single-Member LLC ☐ Partnership☐ LLC (LLC tax classification: ☐ C Corp ☐ S Corp ☐ Partnership)☐ C Corporation ☐ S Corporation☐ Non-Profit☒ LOCAL GOVERNMENT

Account Number:

Account Owner(s) Name & Address

HERTFORD COUNTY
SOCIAL SERVICES TRUST ACCOUNT
115 JUSTICE DR STE 1
WINTON, NC 27986-9510

Account Desc.: COMMERCIAL RPM

☒ Checking ☐ Savings ☐ NOW ☐Initial Deposit \$ 1,000.00 Source: PNC

Additional Information:

Backup Withholding Certifications (Non-"U.S. Persons" - Use separate Form W-8)

☒ By signing below, I, HERTFORD COUNTY
certify under penalties of perjury that the statements made in this section are true.☒ TIN: _____ The Taxpayer Identification
Number (TIN) shown is my correct taxpayer identification number.☒ Not Subject to Backup Withholding. I am NOT subject to backup
withholding either because I have not been notified that I am subject to backup
withholding as a result of a failure to report all interest or dividends, or the Internal
Revenue Service has notified me that I am no longer subject to backup withholding.☐ Exempt Recipient. I am an exempt recipient under the Internal Revenue
Service Regulations. Exempt payee code (if any) _____FATCA Code. The FATCA code entered on this form (if any) indicating that I am
exempt from FATCA reporting is correct.U.S. Person. I am a U.S. citizen or other U.S. person (as defined
in the instructions).Signature(s). The undersigned certifies the accuracy of the information he/she has
provided and acknowledges receipt of a completed copy of this form. The undersigned
authorizes the financial institution to verify credit and employment history and/or have
a credit reporting agency prepare a credit report on the undersigned, as individuals.
The undersigned also acknowledge the receipt of a copy and agree to the terms of the
following agreement(s) and/or disclosure(s):☐ Terms & Conditions ☒ Truth in Savings ☐ Funds Availability☐ Electronic Fund Transfers ☒ Privacy ☐ Substitute Checks☐ Common Features ☒ Disc Prod/Fees; Dep Acct AgrmtThe Internal Revenue Service does not require your consent to any
provision of this document other than the certifications required to
avoid backup withholding.

(1): [X]

JACQUELINE WHITE PORTER

I.D. # _____ D.O.B. 2/10/1969

(2): [X]

KEVIN G PATTERSON

I.D. # _____ D.O.B. 7/29/1971

(3): [X]

LESLIE H EDWARDS

I.D. # _____ D.O.B. 7/29/1985



CERTIFIED COPY OF CORPORATE RESOLUTIONS
For Accounts, Borrowing, and other Transactions

Applicable Acct(s)

**HERTFORD COUNTY
SOCIAL SERVICES TRUST ACCOUNT**

Name of Corporation

Tax Identification Number

I, the undersigned, hereby certify to Southern Bank and Trust Company that I am the _____ Secretary of the above-named Corporation, which Corporation is duly organized and existing under the law of the State of NORTH CAROLINA and engaged in business under the trade name of _____; that the following is a true copy of resolutions duly adopted by the Board of Directors (or by the incorporator(s) if permitted by the applicable law) of said Corporation effective on 8/05/2024, either at a duly authorized and held meeting of the Board of Directors (or incorporator(s), as applicable) at which a quorum was present and proper notice was given, or by unanimous written consent; and that such resolutions have not been amended or rescinded;

The undersigned further certify that the following is the correct LEGAL name of said business HERTFORD COUNTY SOCIAL SERVICES TRUST ACCOUNT

(or, if not completed, that the "Name of Business" shown above is the correct legal name).

DEPOSIT RELATIONSHIP

RESOLVED, that Southern Bank and Trust Company (Bank) be and it hereby is designated a depository of this Corporation with authority to create deposit accounts of all types with the Corporation and to accept at any time and from time to time for credit of the Corporation checking, savings, and all other types of deposits by whomsoever made of funds in whatever form and in whatever manner endorsed and said Bank be and it hereby is authorized and directed to pay or otherwise honor or apply without inquiry and without regard to the application of the proceeds thereof, checks, drafts, notes, bills of exchange, acceptances, undertakings, and other instruments or orders for the payment, transfer, or withdrawals of money for whatever purpose and to whomsoever payable, including those drawn to the individual order of a signer, whether tendered for cashing, in payment of individual obligations of such signer, or for deposit to his individual account or any other use or disposition, and further, said Bank is given authority to honor the endorsement of checks, drafts, notes, or all other types of instruments payable or belonging to this Corporation, whether such endorsement be made manually, by endorsement stamp or otherwise and whether for deposit, for collection or otherwise and to receive cash or part cash for same or to make "less cash" deposits, receiving cash for part or all of the amount of such checks and depositing the balance, if any, when such instruments are signed, accepted, or endorsed whether by stamp, manual, or facsimile signature(s) by any of the following indicated officers or persons from time to time holding the following indicated offices, or agents of the Corporation and the Corporation assumes full responsibility for any and all payments made by Bank in reliance upon the manual stamp or facsimile signatures of said officers, persons, or agents and agrees to indemnify and hold harmless Bank against any and all loss, cost, damage, or expense suffered or incurred by said Bank arising out of the misuse or unlawful or unauthorized use by any person of such stamp or facsimile signature or signature(s), the current officers, authorized persons, or agents being shown hereinafter.

Name

Title

JACQUELINE WHITE PORTER

INTERIM DIRECTOR OF SOCIAL SERVICES

KEVIN G PATTERSON

INTERIM COUNTY MANAGER

LESLIE H EDWARDS

FINANCE DIRECTOR

NON-TREASURY SERVICES WIRE TRANSFER AUTHORITY

RESOLVED FURTHER, that any of the following indicated officers, persons from time to time holding the said office of this Corporation, agents or other authorized persons are authorized for the account of the Corporation (a) to execute and deliver to the Bank wire transfer agreements, if required; (b) to initiate wire transfer requests from any of Corporation's Bank accounts, whether via in-person, telephonic or written request; and (c) to verify the authenticity of instructions to Bank regarding wire transfer requests initiated by other persons from any of the Corporation's Bank accounts; provided that any authority designated in this section is separate and apart from any authority granted under the section of this document titled "Treasury Services Relationships".

Name

Title

JACQUELINE WHITE PORTER

INTERIM DIRECTOR OF SOCIAL SERVICES

KEVIN G PATTERSON

INTERIM COUNTY MANAGER

LESLIE H EDWARDS

FINANCE DIRECTOR

TREASURY SERVICES RELATIONSHIPS

RESOLVED FURTHER, that any of the following indicated officers, persons from time to time holding the said office of this Corporation, agents or other authorized persons are authorized for the account of the Corporation (a) to execute and deliver to Bank treasury services agreements, including without limitation agreements involving, by way of example and not limitation, treasury services such as wire transfers, ACH origination transactions, positive pay, ACH block/filter, bill payment, and remote deposit capture (any such agreement, a "Treasury Service Agreement"); (b) to designate from time to time the officers, employees, and agents empowered to act on behalf of the Corporation as administrators with regard to Treasury Service Agreements and the Bank's business online banking service (i.e., those individuals with authority to appoint and delegate access and control privileges to users); (c) to designate from time to time the officers, employees, and agents empowered to act on behalf of the Corporation with regard to Bank treasury services (including but not limited to designating one or more persons authorized to initiate, amend, cancel, confirm, or verify the authenticity of instructions to Bank regarding Bank treasury services, and/or delegating such designation authority); and (d) to designate from time to time the officers, employees, and agents empowered to act on behalf of the Corporation in designating which existing Bank accounts are to be used in conjunction with Bank treasury services:

Name	Title
JACQUELINE WHITE PORTER	INTERIM DIRECTOR OF SOCIAL SERVICES
KEVIN G PATTERSON	INTERIM COUNTY MANAGER
LESLIE H EDWARDS	FINANCE DIRECTOR

BORROWING RELATIONSHIP

RESOLVED FURTHER, that any of the following indicated officers or persons from time to time holding the said office of this Corporation, agents, or other authorized persons be, and they hereby are, authorized to arrange for the borrowing of and to borrow or otherwise obtain credit from time to time from Southern Bank and Trust Company (Bank) such sums upon such terms and conditions as to time of payment of repayment, rate of interest, and security therefore as they may determine and the said officers, persons or agents be, and they hereby are, authorized to execute and deliver in the name and on behalf of this Corporation notes, credit agreements and any and all other agreements and evidences of indebtedness with respect to all sums so borrowed or credit otherwise obtained; and such officers, persons, or agents further are authorized as follows: (a) to obtain credit from Bank by the use of a Master Card/Visa Card or other credit card issued by Bank, in such sums as may seem advisable to such officers, persons, or agents and upon such terms as may be prescribed by Bank, to designate other persons not so designated below to use a Master Card/Visa Card or other credit card in the name of and on behalf of this Corporation, to designate to Bank other persons to whom Bank may issue a Master Card/Visa Card or other credit card on behalf of this Corporation, to execute applications and agreements of any type in connection therewith on behalf of the Corporation, and to repay to Bank the indebtedness and obligations incurred by the use of said credit cards; whether or not credit was extended for a purpose authorized by this Corporation; (b) to obtain credit from Bank under one or more revolving lines of credit (including but not limited to Cash Reserve) offered or issued by Bank, in such sums as may seem advisable to such officers, persons, or agents, and upon such terms as may be prescribed by Bank, to sign or to designate such persons not so designated below to sign checks or other items drawn on the Corporation's checking account which may activate loans under such revolving lines of credit and to sign special (direct advance) checks or other instruments which will activate loans under such revolving lines of credit, to execute applications and agreements of any type in connection therewith on behalf of Corporation, to repay Bank the indebtedness and obligations incurred under such revolving lines of credit; whether or not credit was extended for a purpose authorized by this Corporation; (c) to pledge, assign, convey and/or transfer the property of the Corporation to Bank as security for such borrowing, revolving lines of credit and credit arrangements and to execute and deliver security agreements, deeds of trust, and other security instruments whether of obligation or hypothecation which they may determine necessary or appropriate in the implementation of the borrowing authority hereby or belonging to the Corporation and have full authority to endorse, assign, and guarantee the same, on behalf of the Corporation, Bank is authorized and directed to pay the proceeds of any such loans, lines of credit or other borrowings or credit arrangements as directed by the persons so authorized whether to the order of said persons in their individual capacities, for deposit to their individual credit or to be applied or deposited in any manner for their individual deposit in any manner for their individual credit:

Name	Title

MISCELLANEOUS BANKING RELATIONSHIPS

RESOLVED FURTHER, that any of the following indicated officers, persons from time to time holding the said office of this Corporation, agents or other authorized persons are authorized for the account of the Corporation (a) to apply for and receive letters of credit and from time to time to increase the amount, extend the date of expiration or amend the terms of any outstanding letters of credit; (b) to execute and deliver all necessary and proper documents in connection with any transaction with said Bank; (c) to execute and deliver indemnity agreements, acceptance agreements, guarantees for missing documents or other guarantees, acceptances, trust receipts and other forms of security agreements; (d) to order payments against receipt of shipping and other documents; (e) to purchase certificates of deposit, bonds, securities, and all other types of intangible personal property from Bank; (f) to execute and deliver to Bank night depository agreements, to designate from time to time the officers, employees, and agents empowered to act on behalf of the Corporation in connection therewith and to revoke such designations; (g) to execute and deliver to Bank safe deposit box agreements, to designate from time to time the persons empowered to have access to any safe deposit box and to revoke such designations; (h) to enter into any and all other types of transactions with Bank for which Bank is authorized to transact in its normal course of business; (i) to contract with Bank for the rendition of any services offered by Bank; and (j) to designate from time to time the officers, employees, and agents empowered to act on behalf of the Corporation as administrators with regard to the Bank's business online banking service (i.e., those individuals with authority to appoint and delegate access and control privileges to users, as well as the authority to appoint other business online banking service administrators), provided that if any individuals are listed under the section of this document titled "Treasury Services Relationships", this subsection (j) shall have no effect:

Name	Title
JACQUELINE WHITE PORTER	INTERIM DIRECTOR OF SOCIAL SERVICES
KEVIN G PATTERSON	INTERIM COUNTY MANAGER
LESLIE H EDWARDS	FINANCE DIRECTOR

IN WITNESS WHEREOF, I have hereunto subscribed my name, this 6th day of June, 2024.

I further certify that there is no provision in the charter or bylaws of said Corporation limiting the power of the Board of Directors (or incorporator(s), as applicable) to pass the foregoing resolutions and that the same are in conformity with the provisions of said charter and bylaws. I further certify that the names and official signatures of the present officers and other authorized persons of this Corporation

[illegible]

RESOLVED FURTHER, that the receipt of such notice shall not effect any action taken by Bank prior thereto; and

Կարծիքն այն է, թե մոտավոր 20 տարեկան է, հարկ է անել, որ քանակական աճը չի եղել ընդհանուր առմամբ իրականացված աշխատանքների քանակի հետ համահունչ: Երկրորդը, որ արդեն 20 տարեկան է, հարկ է անել, որ քանակական աճը չի եղել ընդհանուր առմամբ իրականացված աշխատանքների քանակի հետ համահունչ: Երրորդը, որ արդեն 20 տարեկան է, հարկ է անել, որ քանակական աճը չի եղել ընդհանուր առմամբ իրականացված աշխատանքների քանակի հետ համահունչ:

RESOLVED, THAT the Secretary of this Corporation shall certify to the Secretary of the Corporation and shall from time to time hereafter as changes in the personnel of said officers are made, immediately certify such changes to Bank and Bank shall be fully conversant with the same.

[illegible]

RESOLVED FURTHER, that all officers, agents, or other persons authorized to use any money of the Government, or to conduct and/or initiate banking transactions pursuant to the resolutions herein are authorized to use any money of the Government for the following purposes:

GENERAL RESOLUTIONS

RECOGNITION

Chairman Lassiter and the Commissioners recognized and congratulated Clerk Tyler for her recertification as a North Carolina Certified County Clerk (NCCCC) sharing under the sponsorship of NC Association of County Clerks and in cooperation with the School of Government at the university of Chapel Hill and the North Carolina Association of County Commissioners. Tyler is the first Clerk to the Board in Hertford County to receive certification. After holding the NCCCC Certification for six years, she will be eligible to apply for status as a NC Master County Clerk (NCMCC).

REQUEST APPROVAL OF RESOLUTION AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE SECOND SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS

On a motion by Com. Mitchell, seconded by Com. Gatling, the board approved the Resolution Authorizing Execution of Opioid Settlements and approving the Second Supplemental Agreement for Additional Funds as presented by Mr. Patterson, Interim County Manager, as follows:



RESOLUTION RESOLUTION BY THE COUNTY OF HERTFORD AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE SECOND SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS

WHEREAS, the opioid overdose epidemic has taken the lives of more than 37,000 North Carolinians since 2000; and

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, in 2015 there were 4,578 prescriptions for opioids in Hertford County which has dropped to 2,622 in 2021. With the restriction and subsequent reduction in prescriptions there has been a reduction in deaths caused by opioid uses; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, a settlement has been reached in litigation against the Kroger Co. ("Kroger") as well as its subsidiaries, affiliates, officers, and directors named in the Kroger Settlement; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Second Supplemental Agreement for Additional Funds (SAAF-2) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF-2, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Hertford County and its residents, to sign onto the settlements and SAAF-2 and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and Hertford County to help abate the harm; and

WHEREAS, the SAAF-2 directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Hertford County hereby authorizes the County Manager and the County Attorney to execute all documents necessary to enter into opioid settlement agreements with Kroger, to execute the SAAF-2, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 17th day of June 2024.

HERTFORD COUNTY BOARD OF COMMISSIONERS

The Honorable Andre M. Lassiter, Sr., Chairman

ATTEST:

Dr. Renee Tyler, NCCCC
Clerk to the Board
SEAL

REQUEST ADOPTION OF FY 2024-2025 BUDGET ORDINANCE AND SCHEDULE OF FEES AND FINES

Manager Patterson advised the Board that he was presenting a balanced budget with the tax rate remaining the same 0.84¢ (eighty-four cents), with a 2% COLA, appropriations for the operation and maintenance of the County's various departments for the payment of debt service obligations and for the capital outlay purchases during the FY beginning July 1 2024 and ending June 30, 2025

On a motion by Com. Douglas, seconded by Com. Mitchell, the Board adopted the FY 2024-2025 Budget Ordinance and Schedule of Fees and Fines presented by Manager Patterson as follows:

HERTFORD COUNTY, NORTH CAROLINA
BUDGET ORDINANCE
Fiscal Year 2024-2025



BE IT ORDAINED by the Board of Commissioners, Hertford County, North Carolina:

SECTION 1. Appropriations: The following amounts are hereby appropriated for the operation and maintenance of the County's various departments, for the payment of debt service obligations, and for the capital outlay purchases during the Fiscal Year beginning July 1st, 2024 and ending June 30th, 2025:

GENERAL GOVERNMENT

Governing Body	249,077
Refunds	60,000
Administration	729,685
Human Resources/Risk Management	603,373
Finance Office	519,431
Tax Assessor	366,965
Tax Collection	297,498
Board of Elections	245,967
Register of Deeds	275,455
Land Records	215,580
Public Buildings & Maintenance	1,340,400
Court Facilities	47,376
County Attorney	84,000
Central Services – General	9,000
Central Services – Telephone	121,500
Central Services – IT	784,851
TOTAL	5,950,158

PUBLIC SAFETY

Sheriff's Department	2,815,577
Detention Center	2,362,167
Emergency Management	319,260
Emergency Medical Services	1,955,693
E911 Central Communications	895,517
Animal Control	166,335
Medical Examiner	14,000
Building Inspection	307,325
Fire Departments	402,880
TOTAL	9,238,754

ECONOMIC AND PHYSICAL DEVELOPMENT	
Economic Development	140,972
Soil Conservation	203,580
Cooperative Extension	179,333
TOTAL	523,885
HUMAN SERVICES	
Veterans Service	87,054
STEPS to Health Grant	1,500
Health Department	543,844
Mental Health	86,400
Library	116,000
DJJ & Delinquency Prevention	0
ROAP Program	0
Aging Administration	546,114
Aging Public Assistance	67,900
DSS Administration	3,271,392
DSS Public Assistance	863,603
DSS Grants	36,000
DSS Local Funds	450,000
TOTAL	6,069,807
EDUCATION	
Public Schools – Current Expense	4,252,063
Roanoke Chowan Community College – Capital Outlay	190,000
Roanoke Chowan Community College	1,044,035
Fines & Forfeitures	71,500
TOTAL	5,557,598
DEBT SERVICE	
Courthouse/County Administration	822,294
County Administration DSS Building #1	259,670
Ahoskie Elementary School	566,600
TOTAL	1,648,564
SPECIAL APPROPRIATIONS	
Non-Profit/Community Based Organizations	269,641
TRANSFER TO OTHER FUNDS	
Transfer to Fund 25	100,000
Transfer to Fund 21	920,000
TOTAL	1,020,000
CONTINGENCY	
Contingency	0
TOTAL GENERAL FUND	30,278,407

EMERGENCY TELEPHONE SYSTEM - E-911	
Emergency Telephone Operations	338,150
ENHANCEMENT & PRESERVATION	
Earmarked Funds	17,041
SCHOOL RESERVE FUND	
Schools Capital Outlay	920,000
RURAL FIRE DISTRICTS	
Woodland Rural Fire Department	4,600
Ahoskie Rural Fire Department	104,750
Union Rural Fire Department	9,125
TOTAL	118,475
REPRESENTATIVE PAYEE FUND - DSS TRUST FUND	
Special Assistance for Adults	25,000
COOPERATIVE EXTENSION TRUST	
4-H Trust Expense	17,000
Cooperative Extension Agricultural Trust Expense	2,400
TOTAL	19,400
REVALUATION FUND	
Fund Reserve	100,000
SOLID WASTE	
Solid Waste Operations	1,740,210
General Fund Cost Allocation	101,161
TOTAL	1,841,371
NORTHERN RURAL WATER	
Northern Water Operations	349,467
Debt Service	202,442
General Fund Cost Allocation	52,827
TOTAL	604,736
SOUTHERN RURAL WATER	
Southern Water Operations	996,033
Debt Service	352,529
General Fund Cost Allocation	53,446
TOTAL	1,402,008
TUNIS SEWER DISTRICT	
Sewer Operations	19,146
Debt Service	12,199
TOTAL	31,345
TOTAL ALL FUNDS	35,695,933

SECTION 2. Revenue It is estimated that the revenues will be available during Fiscal Year 2024-25 to finance the foregoing appropriations:

GENERAL FUND

Ad Valorem Taxes	13,786,088
Previous Years Vehicle Taxes	5,000
Current Year Vehicle Taxes	1,899,000
Sales & Use Taxes	6,467,000
Other Taxes & Licenses	67,000
Beer & Wine Tax	50,000
Restricted Intergovernmental – General	445,652
Restricted Intergovernmental – Aging	0
Restricted Intergovernmental – Social Services	2,943,375
Permits and Fees	197,500
Sales and Services	1,377,750
Investment Earnings	150,000
Miscellaneous Revenue	15,120
Transfers from Other Funds	289,475
Soil & Water Fund Balance Appropriation	0
General Fund Balance Appropriation	2,585,447
School Reserve Fund Balance	0

TOTAL GENERAL FUND	30,278,407
---------------------------	-------------------

EMERGENCY TELEPHONE SYSTEM - E-911

Wireless Fees	128,090
Fund Balance Appropriation	210,060
Investment Earnings	0
TOTAL	338,150

ENHANCEMENT & PRESERVATION

Enhancement & Preservation Revenue	17,041
------------------------------------	--------

SCHOOL RESERVE FUND

Transfer of Restricted Sales Tax from General Fund	920,000
--	---------

RURAL FIRE DISTRICTS

Woodland Rural Fire Department - Ad Valorem Taxes	3,750
Woodland Rural Fire Department - Sales Tax	850
Woodland Rural Fire Department – Fund Balance Appropriation	0
Ahoskie Rural Fire Department - Ad Valorem Taxes	86,000
Ahoskie Rural Fire Department - Sales Tax	18,750
Ahoskie Rural Fire Department – Fund Balance Appropriation	0
Union Rural Fire Department - Ad Valorem Taxes	7,675
Union Rural Fire Department- Sales Tax	1,450
Union Rural Fire Department- Fund Balance Appropriation	0
TOTAL	118,475

REPRESENTATIVE PAYEE FUND - DSS TRUST FUND

DSS Trust Revenue	25,000
-------------------	--------

COOPERATIVE EXTENSION TRUST

4-H Trust Revenue	17,000
-------------------	--------

Cooperative Extension Agricultural Trust Revenue	2,400
--	-------

TOTAL	19,400
--------------	---------------

REVALUATION FUND

Fund Reserve	100,000
--------------	---------

SOLID WASTE

User Fees	1,437,971
-----------	-----------

Restricted Intergovernmental Income	402,400
-------------------------------------	---------

Investment Earnings	1,000
---------------------	-------

Fund Balance Appropriation	0
----------------------------	---

TOTAL	1,841,371
--------------	------------------

NORTHERN RURAL WATER

User Fees	599,736
-----------	---------

Investment Earnings	5,000
---------------------	-------

Fund Balance Appropriation	0
----------------------------	---

TOTAL	604,736
--------------	----------------

SOUTHERN RURAL WATER

User Fees	1,396,308
-----------	-----------

Investment Earnings	5,700
---------------------	-------

Fund Balance Appropriation	0
----------------------------	---

TOTAL	1,402,008
--------------	------------------

TUNIS SEWER DISTRICT

User Fees	30,500
-----------	--------

Investment Earnings	845
---------------------	-----

Fund Balance Appropriation	0
----------------------------	---

TOTAL	31,345
--------------	---------------

GRAND TOTAL - ALL FUNDS - REVENUE

35,695,933

SECTION 3. Hereby levied is a tax, at the rate of 0.84¢ (eighty-four cents) per one hundred dollars (\$100) valuation of property as of January 1, 2024 for the purpose of providing the revenue listed as “ad valorem taxes” in the General Fund in Section 2 of this Ordinance. The total estimated value will be \$1,733,521,441 to be taxed at a rate per one hundred dollars (\$100) of value. Real and personal property is projected to be collected at a rate of 96.39% and motor vehicles at a rate of 95.78%.

SECTION 4. There is hereby levied on the property tax bill for the fiscal year 2024-2025, a Solid Waste Assessment of \$260.00.

SECTION 5. There is hereby levied a special tax of five cents (0.05¢) for the purpose of raising revenue for Fire Prevention in the Woodland Fire Service District and four cents (0.04¢) special tax for the purpose of raising revenue for Fire Prevention in the Ahoskie Rural and Union Fire Service Districts. The rate is based on one hundred (\$100) valuation of taxable property as listed January 1, 2024 in the respective Districts.

SECTION 6. The Hertford County Fiscal Year 2024-2025 Schedule of Fees and Fines is incorporated herewith and effective July 1, 2024 through June 30, 2025.

SECTION 7. The County Manager is hereby authorized to accept grant funding, which has been previously approved for application by the Board of Commissioners, including any local match involved with said grant funding. The County Manager is authorized to execute any resulting grant documents. Also, the County Manager is authorized to enter into contracts for purchases of apparatus, supplies, materials, or equipment as described in N.C.G.S. § 143-129(a) up to the limits stated therein for informal bidding within budgeted appropriations. The County Manager is authorized to enter into routine service contracts in the normal course of County operations within budgeted appropriations. Change Orders for capital project contracts previously approved by the Board of Commissioners may be approved by the County Manager up to the informal bidding limits referred to above, provided that sufficient funding is available. All contracts authorized by this Ordinance are approved for signature by the Chairman of the Board of County Commissioners, the County Manager, and/or the Clerk to the Board of Commissioners as appropriate; other department directors, including elected officials, do not have contract authorization authority. All contracts must include a pre-audit certification signed by the Finance Officer as described in N.C.G.S. § 159 -28(a).

SECTION 8. The County Manager, as Budget Officer, is hereby authorized to transfer appropriations contained herein and to enforce policy under the following circumstances:

- a. May transfer amounts between line item expenditures within a department without limitation. These changes should not result in increases in recurring obligations such as salaries.
- b. For purchases of \$500 and above, each department head is directly responsible for determining that no County funds are obligated without first securing a purchase order from the Finance Officer.
- c. The Board of Commissioners shall be responsible for allocating funds from contingency.
- d. No salary increase shall be awarded beyond those set forth in this budget document without Commissioners' approval.
- e. Transfers between functions/funds up to \$1000 lying within the same fund. In such cases, a separate report of such transfer shall be submitted to the County Commissioners at its next regular meeting.
- f. During the month of June, may make necessary interdepartmental budget transfers and amendments in order to close out the fiscal year. All such adjustments shall be reported to the governing body in a separate report.
- g. No grant agreement may be requested or entered into without the prior approval of the Board of Commissioners. Copies of such grants shall be furnished to the County Manager for review prior to submission to the Board of Commissioners.

SECTION 9. Copies of this Ordinance shall be furnished to the Budget Officer, Finance Officer, Tax Assessor and Tax Collector for direction in carrying out their duties.

This budget is prepared and adopted on a functional basis and need not be amended unless expenditures exceed functional appropriations.

Adopted this 17th day of June 2024.



Andre M. Lassiter, Sr., Chairman
Hertford County Board of Commissioners



Renee Tyler, NCCC Clerk to the Board





**HERTFORD COUNTY, NORTH CAROLINA
SCHEDULE OF FEES & FINES
Fiscal Year 2024-2025**

TABLE OF CONTENTS

Purpose, Applicability & Responsibility.....	2
Board of County Commissioners.....	3
General – All Departments/Offices/Agencies.....	3
Finance.....	4
Sheriff's Office.....	4
Animal Services.....	5
Elections.....	5
Water Districts.....	5
Sewer District.....	6
Solid Waste.....	6
Building Code Enforcement.....	6
Planning & Zoning.....	8
Geographic Information Systems.....	9
Emergency Medical Services.....	9
Fire Inspections.....	10
Social Services.....	12
Tax Assessor & Collector.....	12
Register of Deeds.....	13
Appendices	
North Carolina General Statute § 143-318.12 – Meetings of Public Bodies.....	A
North Carolina General Statute § 132-6.2 – Public Records.....	B
North Carolina General Statute § 108A-10 – Social Services.....	C
North Carolina General Statute § 105-357 – Tax Administration.....	D
North Carolina General Statute § 161-10 – Register of Deeds.....	E

SCHEDULE OF FEES

PURPOSE

The purpose of the Schedule of Fees is to compile into one document all the fees and charges established by the County of Hertford Board of Commissioners. It is the intent of the Schedule of Fees to provide the citizens and the Departments/Offices/Agencies of Hertford County, a comprehensive reference for all fees and charges for materials and services provided by the organization. Hertford County through enabling legislation established in North Carolina General Statutes and United States Federal regulations/policies may impose and collect fees and charges for materials and services. Since these specific fees and charges are not established by the Board of Commissioners, these fees and charges have not been included in this Schedule of Fees. Individual Hertford County Departments/Offices/Agencies should be consulted concerning fees and charges not established by the Hertford County Board of Commissioners.

These fees are not intended to apply where the free interchange of information is necessary to ensure the delivery of services, the dissemination of information and the continuity of services to citizens of Hertford County. Appendices A (Meeting of Public Bodies) and B (Public Records) are included to further clarify the laws of the State of North Carolina regarding public information.

APPLICABILITY

This Schedule of Fees applies to all Departments/Offices/Agencies and employees of Hertford County.

Where fees, charges, fines or penalties are set by Federal, State or local laws and those fees, charges, fines or penalties are in conflict with those in this Schedule, the fees, charges, fines and penalties set by Federal, State or local laws shall control.

ORGANIZATIONAL & EMPLOYEE RESPONSIBILITY

All Departments/Offices/Agencies are responsible for imposing and collecting the fees and charges as stipulated in this Schedule of Fees. Departments/Offices/Agencies may, after consultation with the Finance Director, waive fees or charges if the imposition of the fee or charges would interfere with the delivery of essential services or impose an unreasonable hardship. The County Manager and the Finance Director will resolve any questions concerning the applicability of fees and charges.

The fees and charges established in the Schedule of Fees will be reviewed annually during the budget process. The County Manager is responsible for revising the fees and charges as well as submitting any changes to the Hertford County Board of Commissioners for their consideration and action. The Department/Office/Agency Directors are responsible for recommending fee and charge changes to the County Manager. The Finance Department is responsible for maintaining and updating the Schedule of Fees.

SCHEDULE OF FEES

I. BOARD OF COUNTY COMMISSIONERS

Agenda(s) (Sunshine List) – Cover Page	No Fee
Agenda – Comprehensive (All Attachments)	No Fee

II. GENERAL – ALL DEPARTMENTS/OFFICES/AGENCIES

Insufficient Funds Fee (Returned Check)	\$ 25.00
Document Fee	\$ 0.05 (Per Page)
Personnel Ordinance	\$ 3.00
Telephone Directory	\$ 1.00
Other Publications – Bound	\$ 3.00
Other Publications/Copies	\$ 0.05 (Per Page)
Identification Badge (Internal) – Replacement	\$ 10.00
Identification Badge (External)	\$ 10.00
Keys	
Replacement Car (Metal)	\$ 10.00
Replacement Car (FOB)	Actual Cost
Replacement Proximity Card	\$ 10.00
Replacement Building Key (Metal)	\$ 5.00
Replacement Fuel Card	\$ 10.00
Replacement Credit Card	\$ 10.00
Replacement Procurement Card	\$ 10.00
Notary	\$ 5.00
Photo Copies	
11" x 17"	\$ 0.25 (Per Page)
18" x 24"	\$ 0.40 (Per Page)

SCHEDULE OF FEES

24" x 36"	\$	0.50 (Per Page)
36" x 48"	\$	0.75 (Per Page)
Postage & Shipping		Actual Cost
Wage Garnishment (Internal) – Per Transaction*	\$	5.00
Wage Garnishment (Internal) (Child Support) – Per Transaction	\$	5.00

* = Exception – Hertford County Real and/or Personal Property Taxes (Reference XV. Tax Assessor & Collector)

III. FINANCE

Publications

Audit	\$	15.00
Budget – Annual	\$	25.00
Budget – Final Line Item	\$	15.00
Budget Ordinance	\$	1.00
Purchasing Policy	\$	1.00
Schedule of Fees	\$	1.00

IV. SHERIFF'S OFFICE

Civil Processing Fee	\$	30.00
Concealed Weapon Permit (Initial)	\$	90.00
Concealed Weapon Permit (Renewal)	\$	75.00
Duplicate/Replacement Weapon Permit	\$	15.00
Driving Record	\$	2.00
Finger Printing	\$	5.00
Gun Permit	\$	5.00

SCHEDULE OF FEES

V. ANIMAL SERVICES

Adoption Fee

Feline (Cat)	\$	25.00
--------------	----	-------

Canine (Dog)	\$	25.00
--------------	----	-------

Ordinance, Code & General Statute Violations

First Violation	\$	15.00
-----------------	----	-------

Second Violation	\$	25.00
------------------	----	-------

Each Violation Thereafter	\$	50.00
---------------------------	----	-------

Rabies Vaccination	\$	5.00
--------------------	----	------

VI. ELECTIONS

Voter Registration

Lists – Computer Printouts – Reports	No Fee
--------------------------------------	--------

Lists – Computer Printouts – Labels	No Fee
-------------------------------------	--------

Electronic Data Format	No Fee
------------------------	--------

Electoral Jurisdiction Maps (36" x 36")

Board of Education Districts	\$	15.00
------------------------------	----	-------

County Commissioners	\$	15.00
----------------------	----	-------

Municipal Districts	\$	15.00
---------------------	----	-------

North Carolina House & Senate Districts	\$	15.00
---	----	-------

United States Congressional Districts	\$	15.00
---------------------------------------	----	-------

Voting Precincts	\$	15.00
------------------	----	-------

VII. WATER RATES/FEES

First 2,000 gallons (minimum) per month	\$	40.00
---	----	-------

Each additional 1,000 gallons per month	\$	5.00
---	----	------

SCHEDULE OF FEES

Late Fee	\$	10.00
Reconnect Fee	\$	25.00
Tap-On Fee		
Residential/Commercial		
¾ inch service	\$	700.00
1 inch service	\$	800.00
Meters larger than 1 inch – additional 20%	\$	1,000.00 (Minimum)

VIII. SEWER RATES/FEES

First 2,000 gallons (minimum) per month	\$	47.00
Each additional 1,000 gallons	\$	4.00
Well Water per month	\$	59.00
Vacant Lot Customer per month	\$	47.00

IX. SOLID WASTE (LANDFILL) FEES

Rural Access Fee for Transfer Station Operations Annually	\$	130.00
Rural Access Fee for Convenience Site Operations Annually	\$	130.00
Tipping Fee (Per Ton)	\$	90.00
Recycled Clean Shingles (Per Ton)	\$	38.00
In County Commercial Hauling Fee	\$	48.00
Scrap Tires		
Small Tires (Car Tires)	\$	1.25
Large Tires	\$	3.00
Extra Large Tires (Tractor Tires, etc.)	\$	4.00

SCHEDULE OF FEES

X. BUILDING CODE ENFORCEMENT FEES

Residential

New Construction/Site Built & Modular

Remodels/Renovations (Unheated Areas per Square Foot) \$ 0.15

Additions (Heated Area per Square Foot) \$ 0.25

Manufactured Homes

Single Wide \$ 100.00 (Plus Trades)

Double Wide \$ 150.00 (Plus Trades)

Triple Wide \$ 200.00 (Plus Trades)

Insulation \$ 50.00

Fuel Gas \$ 50.00

Mechanical

One Unit \$ 60.00

Each Additional Unit \$ 15.00

Electrical \$ 50.00 (Minimum)

Per AMP \$ 0.25

Add on Existing Service \$ 50.00 (Minimum)

Temporary Service Pole \$ 50.00

Plumbing \$ 50.00 (Minimum)

One Bath & Kitchen \$ 50.00

Each Additional Fixture \$ 4.00

Homeowner Recovery Fund (N.C.G.S. § 87-15.6) \$ 10.00

Swimming Pools (In-Ground) \$ 50.00 (Plus Trades)

Open Sheds \$ 50.00

SCHEDULE OF FEES

Day Care	\$	50.00
Family Care	\$	50.00

Commercial

Plan Review	\$	25.00
New Construction	\$	50.00 Minimum or
	\$	5.00 Per \$1,000
Insulation	\$	50.00 Minimum or
	\$	5.00 Per \$1,000
Fuel Gas	\$	50.00 Minimum or
	\$	5.00 Per \$1,000
Mechanical	\$	50.00 Minimum or
	\$	5.00 Per \$1,000
Electrical	\$	50.00 Minimum or
	\$	5.00 Per \$1,000
Plumbing	\$	50.00 Minimum or
	\$	5.00 Per \$1,000
Solar Farms	\$	50.00 Minimum or
	\$	6.00 Per \$1,000

Miscellaneous Fees for Residential and Commercial Permits

Re-Inspection Fee	\$	50.00
After Hours Inspections (Per Hour)	\$	100.00
Penalty Fees (Work Without Permits)		
Licensed Contractor	\$	250.00
Owner	\$	100.00
Demolition	\$	50.00
Sign (New or Replacement)	\$	100.00
Research Fee (Per Hour)	\$	25.00

XI. PLANNING & ZONING FEES

SCHEDULE OF FEES

Any Development Ordinance (Copy)	\$ 10.00
Special Called Meeting	\$ 200.00
Special Use Permit (Initial)	\$ 125.00
Special Use Permit (Renewal)	\$ 25.00
Rezone/Amend the Ordinance	\$ 500.00
Appeal or Variance	\$ 125.00
Zoning Permit Application	\$ 50.00
Subdivision Application	\$ 100.00
Each Lot (Not to exceed \$900.00)	\$ 25.00

XII. GEOGRAPHIC INFORMATION SYSTEMS & OTHER DATA

Specific Layers	\$ 25.00
-----------------	----------

Parcel Polygons

Countywide Zoning

Hertford County Address Points

Road Centerlines with Address Ranges

Printed Paper Maps:	With Color Images	Without Color Images
8.5" x 11" (Printer)	\$ 2.00	\$ 1.00
11" x 17" (Printer)	\$ 5.00	\$ 3.00
24" x 18" (Plotter)	\$15.00	\$ 7.00
24" x 36" (Plotter)	\$20.00	\$10.00
36" x 36" (Plotter)	\$25.00	\$15.00
36" x 48" (Plotter)	\$30.00	\$20.00

XIII. EMERGENCY MEDICAL SERVICES FEES

Ambulance Franchise

SCHEDULE OF FEES

Application Fee (Non-refundable)	\$ 500.00
Franchise Fee (Due Upon Approval)	\$ 500.00
Emergency Medical Services Transport Fees	
Advanced Life Support (Non-Emergency)	\$ 405.66
Advanced Life Support (Emergency)	\$ 642.30
Advanced Life Support (2 Emergency)	\$ 929.66
Basic Life Support (Non-Emergency)	\$ 338.06
Basic Life Support (Emergency)	\$ 540.89
Mileage	\$ 17.15
Advanced Life Support Treatment (No Transport)	\$ 250.00

XIV. FIRE INSPECTION FEES

There shall be no initial fee for fire inspections of Level I, II, or III properties requiring inspection under the mandatory inspection schedule with the exception of Foster Care Homes. If violations resulted during inspection, thirty (30) days following the initial inspection, a re-inspection will be conducted. Life Safety violations should be corrected in the given timeframe by the inspector. If all violations have been corrected or a corrective action plan is agreed upon by inspector, no fee shall be imposed. If violations have not been corrected, the following shall apply:

Fire Violation Re-Inspections Fees

1) 1st Re-Inspection, Second Notice to Comply	\$ 50.00
2) 2nd Re-Inspection, Third Notice to Comply	\$ 100.00
3) 3rd Re-Inspection, Final Notice to Comply	\$ 150.00
4) Following issuance of (3) consecutive re-inspection fees without compliance, the operator, or other responsible person shall be cited to court for the violation of NC General Statute § 14-68.	\$ 200.00 + Cost of Court
5) Foster Care Homes	\$ 25.00

SCHEDULE OF FEES

3.2.1 – Operational Permits (Required)

Code Section	Description	
105.6.2	Amusement Buildings	\$ 50.00
105.6.4	Carnivals and Fairs	\$ 50.00
105.6.6	Combustible Dust-Producing Operations	\$ 50.00
105.6.9	Covered Mall Buildings	\$ 50.00
105.6.13	Exhibits and Trade Shows	\$ 50.00
105.6.14	Explosives	\$ 50.00
105.6.17 (6)	Install, alter, remove, or abandon flammable or combustible liquid tanks	\$ 50.00
105.6.17 (7)	Change the contents of a flammable or combustible liquid tank	\$ 50.00
105.6.17 (8)	Manufacture, process, blend, or refine flammable or combustible liquids	\$ 50.00
105.6.17 (9)	To engage in the dispensing of liquid fuels into the fuel tanks of motor vehicles at commercial, industrial, governmental, or manufacturing establishments	\$ 50.00
105.6.36	Pyrotechnic special effects materials	\$ 50.00
105.6.41	Spraying or dipping operations	\$ 50.00
105.6.43	Temporary membrane structures, tents and canopies	\$ 25.00
	Failure to secure permit	\$ 100.00 + Permit

SCHEDULE OF FEES

3.2.2 – Construction Permits (Applies to installation of new systems and renovations to existing systems)

Code Section	Description	
105.7.1	Automatic fire-extinguishing systems	\$ 50.00 + \$2.00 (Per Nozzle Head)
105.7.2	Compressed Gases	\$ 50.00
105.7.3	Fire Alarm and Detection systems and related equipment	\$ 50.00 + \$2.00 (Per Initiating Device)
105.7.4	Fire Pumps and Related Equipment	\$ 50.00
105.7.5	Flammable and Combustible liquids	\$ 50.00
105.7.6	Hazardous Materials	\$ 50.00
105.7.7	Industrial Ovens	\$ 50.00
105.7.8	L.P. Gas Installation and Modification (Applies only to occupancies covered by the N.C. Fire Prevention Code)	\$ 50.00
105.7.9	Private Fire Hydrants	\$ 25.00 (Per Hydrant)
105.7.10	Spraying and Dipping	\$ 50.00
105.7.11	Standpipe Systems	\$ 50.00 With Sprinkler System \$ 75.00 Without Sprinkler System
105.7.12	Temporary Membrane structures, tents and canopies	\$ 25.00

XV. SOCIAL SERVICES

The Department of Social Services imposes fees established by Federal regulations, North Carolina General Statutes and regulations, Child Support, Daycare, Medicaid policies and other regulatory policies (Reference Appendix C). These fees are not established by the Hertford County Board of Commissioners and as such may differ from the fees established in the Schedule of Fees. The Department of Social Services should be consulted concerning fees imposed by the agency.

SCHEDULE OF FEES

XVI. TAX ASSESSOR & COLLECTOR

The Tax Collector imposes fees, penalties for returned checks and other charges as established by North Carolina General Statutes (Reference Appendix D). These fees are not established by the Hertford County Board of Commissioners and as such may differ from the fees established in the Schedule of Fees. The Tax Assessor & Tax Collector should be consulted concerning fees other than those listed herein.

License Fee (Dog)	\$	5.00
Garnishment – Per Transaction	\$	30.00

XVII. REGISTER OF DEEDS FEES

The Register of Deeds imposes fees as established by the Uniform Fees of Register of Deeds in North Carolina General Statute § 161.10 (Reference Appendix E). These fees are not established by the Hertford County Board of Commissioners and as such may differ from the fees established in the Schedule of Fees. The Register of Deeds should be consulted concerning fees other than those listed herein.

Real Estate/Recordings:

Deeds and Instruments in General:	\$	26.00 First 15 Pages
	\$	4.00 Each Additional Page
Excise Tax on Deeds:	\$	2.00 Per \$1,000 (Based on Purchase Price)
Deeds of Trust and Mortgages:	\$	64.00 First 35 Pages
	\$	4.00 Each Additional Page
State HWY Right-of-Way Plans:	\$	21.00 First Page
Page	\$	5.00 Each Additional
Satisfactions/Cancellations:		No Fee
Plat:	\$	21.00 (Per Page)
UCC (after July 1, 2001):	\$	38.00 (1 to 2 Pages)
UCC, Correction Statements,	\$	45.00 (3 to 10 Pages)

SCHEDULE OF FEES

Amendments, Terminations	\$ 45.00 First 10 Pages, Plus
	\$ 2.00 Additional Pages

Non-Standard Document:	\$ 25.00 (Per Document)
------------------------	-------------------------

Military Discharge Recording:	No Fee
-------------------------------	--------

Documents that contain multiple instruments will be charged an additional \$10.00 for recording

Beer and Wine License

Beer License off premises:	\$ 5.00
----------------------------	---------

Beer License on premises:	\$ 25.00
---------------------------	----------

Wine License on/off premises:	\$ 25.00
-------------------------------	----------

Vital Records/Notary

Issue Marriage License:	\$ 60.00
-------------------------	----------

Certified Copies of Vital Records: (Birth, Death, and Marriage Certificates)	\$ 10.00 (Each)
--	-----------------

Online Requests:	\$ 3.50 (Additional Charge)
------------------	--------------------------------

Electronic Birth Registration System:	\$ 24.00
---------------------------------------	----------

Administer Notary Oath:	\$ 10.00
-------------------------	----------

Copies

Certified Copies:	\$ 5.00 First Page
	\$ 2.00 Each Additional Page

Uncertified Copies:	\$ 0.25 (Per Page)
---------------------	--------------------

Plat Copies:	\$ 3.00 (Per Page)
--------------	--------------------

Certified Copy of Military Discharge (DD-214):	No Fee
--	--------

APPENDIX A

N.C.G.S. § 143-318.12. Public notice of official meetings.

(a) If a public body has established, by ordinance, resolution, or otherwise, a schedule of regular meetings, it shall cause a current copy of that schedule, showing the time and place of regular meetings, to be kept on file as follows:

- (1) For public bodies that are part of State government, with the Secretary of State;
- (2) For the governing board and each other public body that is part of a county government, with the clerk to the board of county commissioners;
- (3) For the governing board and each other public body that is part of a city government, with the city clerk;
- (4) For each other public body, with its clerk or secretary, or, if the public body does not have a clerk or secretary, with the clerk to the board of county commissioners in the county in which the public body normally holds its meetings.

If a public body changes its schedule of regular meetings, it shall cause the revised schedule to be filed as provided in subdivisions (1) through (4) of this subsection at least seven calendar days before the day of the first meeting held pursuant to the revised schedule.

(b) If a public body holds an official meeting at any time or place other than a time or place shown on the schedule filed pursuant to subsection (a) of this section, it shall give public notice of the time and place of that meeting as provided in this subsection.

- (1) If a public body recesses a regular, special, or emergency meeting held pursuant to public notice given in compliance with this subsection, and the time and place at which the meeting is to be continued is announced in open session, no further notice shall be required.
- (2) For any other meeting, except an emergency meeting, the public body shall cause written notice of the meeting stating its purpose (i) to be posted on the principal bulletin board of the public body or, if the public body has no such bulletin board, at the door of its usual meeting room, and (ii) to be mailed, e-mailed, or delivered to each newspaper, wire service, radio station, and television station that has filed a written request for notice with the clerk or secretary of the public body or with some other person designated by the public body. The public body shall also cause notice to be mailed, e-mailed, or delivered to any person, in addition to the representatives of the media listed above, who has filed a written request with the clerk, secretary, or other person designated by the public body. This notice shall be posted and mailed, e-mailed, or delivered at least 48 hours before the time of the meeting. The notice required to be posted on the principal bulletin board or at the door of its usual meeting room shall be posted on the door of the building or on the building in an area accessible to the public if the building containing the principal bulletin board or usual meeting room is closed to the public continuously for 48 hours before the time of the meeting. The public body may require each newspaper, wire service, radio station, and television station submitting a written request for notice to renew the request annually. The public body shall charge a fee to persons other than the media, who request notice, of ten dollars (\$10.00) per calendar year,

and may require them to renew their requests quarterly. No fee shall be charged for notices sent by e-mail.

- (3) For an emergency meeting, the public body shall cause notice of the meeting to be given to each local newspaper, local wire service, local radio station, and local television station that has filed a written request, which includes the newspaper's, wire service's, or station's telephone number, for emergency notice with the clerk or secretary of the public body or with some other person designated by the public body. This notice shall be given either by e-mail, by telephone, or by the same method used to notify the members of the public body and shall be given immediately after notice has been given to those members. This notice shall be given at the expense of the party notified. Only business connected with the emergency may be considered at a meeting to which notice is given pursuant to this paragraph.

(c) Repealed by Session Laws 1991, c. 694, s. 6.

(d) If a public body has a Web site and has established a schedule of regular meetings, the public body shall post the schedule of regular meetings to the Web site.

(e) If a public body has a Web site that one or more of its employees maintains, the public body shall post notice of any meeting held under subdivisions (b)(1) and (b)(2) of this section prior to the scheduled time of that meeting.

(f) For purposes of this section, an "emergency meeting" is one called because of generally unexpected circumstances that require immediate consideration by the public body. (1979, c. 655, s. 1; 1991, c. 694, ss. 5, 6; 2009-350, s. 1.)

APPENDIX B

N.C.G.S. § 132-6.2. Provisions for copies of public records; fees.

(a) Persons requesting copies of public records may elect to obtain them in any and all media in which the public agency is capable of providing them. No request for copies of public records in a particular medium shall be denied on the grounds that the custodian has made or prefers to make the public records available in another medium. The public agency may assess different fees for different media as prescribed by law.

(b) Persons requesting copies of public records may request that the copies be certified or uncertified. The fees for certifying copies of public records shall be as provided by law. Except as otherwise provided by law, no public agency shall charge a fee for an uncertified copy of a public record that exceeds the actual cost to the public agency of making the copy. For purposes of this subsection, "actual cost" is limited to direct, chargeable costs related to the reproduction of a public record as determined by generally accepted accounting principles and does not include costs that would have been incurred by the public agency if a request to reproduce a public record had not been made. Notwithstanding the provisions of this subsection, if the request is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or if producing the record in the medium requested results in a greater use of information technology resources than that established by the agency for reproduction of the volume of information requested, then the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the actual cost incurred for such extensive use of information technology resources or the labor costs of the personnel providing the services, or for a greater use of information technology resources that is actually incurred by the agency or attributable to the agency. If anyone requesting public information from any public agency is charged a fee that the requester believes to be unfair or unreasonable, the requester may ask the State Chief Information Officer or his designee to mediate the dispute.

(c) Persons requesting copies of computer databases may be required to make or submit such requests in writing. Custodians of public records shall respond to all such requests as promptly as possible. If the request is granted, the copies shall be provided as soon as reasonably possible. If the request is denied, the denial shall be accompanied by an explanation of the basis for the denial. If asked to do so, the person denying the request shall, as promptly as possible, reduce the explanation for the denial to writing.

(d) Nothing in this section shall be construed to require a public agency to respond to requests for copies of public records outside of its usual business hours.

(e) Nothing in this section shall be construed to require a public agency to respond to a request for a copy of a public record by creating or compiling a record that does not exist. If a public agency, as a service to the requester, voluntarily elects to create or compile a record, it may negotiate a reasonable charge for the service with the requester. Nothing in this section shall be construed to require a public agency to put into electronic medium a record that is not kept in electronic medium. (1995, c. 388, s. 3; 2004-129, s. 38.)

APPENDIX C

N.C.G.S. § 108A-10. Fees.

The county board of social services is authorized to enter into contracts with any governmental or private agency, or with any person, whereby the board of social services agrees to render services to or for such agency or person in exchange for a fee to cover the cost of rendering such service. This authority is to be limited to services voluntarily rendered and voluntarily received, but shall not apply where the charging of a fee for a particular service is specifically prohibited by statute or regulation. The fees to be charged under the authority of this section are to be based upon a plan recommended by the county director of social services and approved by the local board of social services and the board of county commissioners. In no event is the fee charged to exceed the cost to the board of social services. Fee policies may not conflict with rules and regulations adopted by the Social Services Commission or Department of Health and Human Services regarding fees.

The fees collected under the authority of this section are to be deposited to the account of the social services department so that they may be expended for social services purposes in accordance with the provisions of Article 3 of Chapter 159, the Local Government Budget and Fiscal Control Act. No individual employee is to receive any compensation over and above his regular salary as a result of rendering services for which a fee is charged.

The county board of social services shall annually report to the county commissioners receipts received under this section. Fees collected under this section shall not be used to replace any other funds, either State or local, for the program for which the fees were collected. (1981, c. 275, s. 1; 1997-443, s. 11A.118(a).)

APPENDIX D

N.C.G.S. § 105-357. Payment of taxes.

(a) Medium of Payment. - Taxes shall be payable in existing national currency. Deeds to real property, notes of the taxpayer or others, bonds or notes of the taxing unit, and payments in kind shall not be accepted in payment of taxes. A taxing unit may not permit the payment of taxes by offset of any bill, claim, judgment, or other obligation owed to the taxpayer by the taxing unit. The prohibition against payment of taxes by offset does not apply to offset of an obligation arising from a lease or another contract entered into between the taxpayer and the taxing unit before July 1 of the fiscal year for which the unpaid taxes were levied.

(b) Acceptance of Checks and Electronic Payment. - The tax collector may accept checks and electronic payments, as defined in G.S. 147-86.20, in payment of taxes, as authorized by G.S. 159-32.1. Acceptance of a check or electronic payment is at the tax collector's own risk. A tax collector who accepts electronic payment of taxes may add a fee to each electronic payment transaction to offset the service charge the taxing unit pays for electronic payment service. A tax collector who accepts electronic payment or check in payment of taxes may issue the tax receipt immediately or withhold the receipt until the check has been collected or the electronic payment invoice has been honored by the issuer.

If a tax collector accepts a check or an electronic payment and issues a tax receipt and the check is returned unpaid (without negligence on the part of the tax collector in presenting the check for payment) or the electronic payment invoice is not honored by the issuer, the taxes for which the check or electronic payment was given shall be deemed unpaid; the tax collector shall immediately correct the copy of the tax receipt and other appropriate records to show the fact of nonpayment, and shall give written notice by certified or registered mail to the person to whom the tax receipt was issued to return it to the tax collector. After correcting the records to show the fact of nonpayment, the tax collector shall proceed to collect the taxes by the use of any remedies allowed for the collection of taxes or by bringing a civil action on the check or electronic payment.

A financial institution with which a taxing unit has contracted for receipt of payment of taxes may accept a check in payment of taxes. If the check is honored, the financial institution shall so notify the tax collector, who shall, upon request of the taxpayer, issue a receipt for payment of the taxes. If the check is returned unpaid, the financial institution shall so notify the tax collector, who shall proceed to collect the taxes by use of any remedy allowed for collection of taxes or by bringing a civil action on the check.

- (1) Effect on Tax Lien. - If the tax collector accepts a check or electronic payment in payment of taxes on real property and issues the receipt, and the check is later returned unpaid or the electronic payment invoice is not honored by the issuer, the taxing unit's lien for taxes on the real property shall be inferior to the rights of purchasers for value and of persons acquiring liens of record for value if the purchasers or lienholders acquire their rights in good faith and without actual knowledge that the check has not been collected or the electronic payment invoice has not been honored, after examination of the copy of the tax receipt in the tax collector's office during the time that record showed the taxes as paid or after examination of the official receipt issued to the taxpayer prior to the date on which the tax collector notified the taxpayer to return the receipt.

SCHEDULE OF FEES

- (2) Penalty. - In addition to interest for nonpayment of taxes provided by G.S. 105-360 and in addition to any criminal penalties provided by law, the penalty for presenting in payment of taxes a check or electronic funds transfer that is returned or not completed because of insufficient funds or nonexistence of an account of the drawer or transferor is twenty-five dollars (\$25.00) or ten percent (10%) of the amount of the check or electronic invoice, whichever is greater, subject to a maximum of one thousand dollars (\$1,000). This penalty does not apply if the tax collector finds that, when the check or electronic funds transfer was presented for payment, the drawer of the check or transferor of funds had sufficient funds in an account at a financial institution in this State to make the payment and, by inadvertence, the drawer of the check or transferor of the funds failed to draw the check or initiate a transfer on the account that had sufficient funds. This penalty shall be added to and collected in the same manner as the taxes for which the check or electronic payment was given.

(c) Small Underpayments and Overpayments. - The governing body of a taxing unit may, by resolution, permit its tax collector to treat small underpayments of taxes as fully paid and to not refund small overpayments of taxes unless the taxpayer requests a refund before the end of the fiscal year in which the small overpayment is made. A "small underpayment" is a payment made, other than in person, that is no more than one dollar (\$1.00) less than the taxes due on a tax receipt. A "small overpayment" is a payment made, other than in person, that is no more than one dollar (\$1.00) greater than the taxes due on a tax receipt.

The tax collector shall keep records of all underpayments and overpayments of taxes by receipt number and amount and shall report these payments to the governing body as part of his settlement.

A resolution authorizing adjustments of underpayments and overpayments as provided in this subsection shall:

- (1) Be adopted on or before June 15 of the year to which it is to apply;
- (2) Apply to taxes levied for all previous fiscal years; and
- (3) Continue in effect until repealed or amended by resolution of the taxing unit. (1939, c. 310, s. 1710; 1971, c. 806, s. 1; 1987, c. 661; 1989, c. 578, s. 3; 1989 (Reg. Sess., 1990), c. 1005, s. 8; 1991, c. 584, s. 2; 1999-434, s. 6; 2001-487, s. 25; 2002-156, s. 1; 2005-134, s. 1; 2005-313, s. 10.)

APPENDIX E

§ 161-10. Uniform fees of registers of deeds.

(a) Except as otherwise provided in this Article, all fees collected under this section shall be deposited into the county general fund. While performing the duties of the office, the register of deeds shall collect the following fees which shall be uniform throughout the State:

- (1) Instruments in General. - For registering or filing any instrument for which no other provision is made by this section, the fee shall be twenty-six dollars (\$26.00) for the first 15 pages plus four dollars (\$4.00) for each additional page or fraction thereof.

For any instrument that assigns more than one security instrument as defined in G.S. 45-36.4(18) by reference to previously recorded instrument recording data that are required to be indexed pursuant to G.S. 161-14.1(b), the fee shall be an additional ten dollars (\$10.00) for each additional reference.

For an instrument that contains excessive recording data, the fee shall be an additional two dollars (\$2.00) for each party listed in the instrument in excess of 20. An instrument contains excessive recording data when there are more than 20 distinct parties listed in the instrument, including any attachments and exhibits, that require indexing pursuant to G.S. 147-54.3 or this Chapter.

When a document is presented for registration that consists of multiple instruments, the fee shall be an additional ten dollars (\$10.00) for each additional instrument. A document consists of multiple instruments when it contains two or more instruments with different legal consequences or intent, each of which is separately executed and acknowledged and could be recorded alone.

- (1a) Deeds of Trust, Mortgages, and Cancellation of Deeds of Trust and Mortgages. - For registering or filing any deed of trust or mortgage the fee shall be sixty-four dollars (\$64.00) for the first 35 pages plus four dollars (\$4.00) for each additional page or fraction thereof.

When a deed of trust or mortgage is presented for registration that contains one or more additional instruments, the fee shall be ten dollars (\$10.00) for each additional instrument. A deed of trust or mortgage contains one or more additional instruments if such additional instrument or instruments has or have different legal consequences or intent, each of which is separately executed and acknowledged and could be recorded alone.

For recording records of satisfaction, or the cancellation of record by any other means, of deeds of trust or mortgages, there shall be no fee. In all other cases, the fees provided in subdivision (1) of this subsection shall apply to the registration or filing of any subsequent instrument that relates to a previously recorded deed of trust or mortgage. For the purposes of this section, the term "subsequent instrument" has the same meaning as set forth in G.S. 161-14.1(a)(3).

- (2) Marriage Licenses. - For issuing a license sixty dollars (\$60.00); for issuing a delayed certificate with one certified copy twenty dollars (\$20.00); and for a

SCHEDULE OF FEES

- proceeding for correction of an application, license or certificate, with one certified copy ten dollars (\$10.00).
- (3) Plats. - For each original or revised plat recorded twenty-one dollars (\$21.00) per sheet or page; for furnishing a certified copy of a plat five dollars (\$5.00).
 - (4) Right-of-Way Plans. - For each original or amended plan and profile sheet recorded twenty-one dollars (\$21.00) for the first page and five dollars (\$5.00) per page for each additional page. This fee is to be collected from the Board of Transportation.
 - (5) Registration of Birth Certificate One Year or More after Birth. - For preparation of necessary papers when birth to be registered in another county ten dollars (\$10.00); for registration when necessary papers prepared in another county, with one certified copy ten dollars (\$10.00); for preparation of necessary papers and registration in the same county, with one certified copy twenty dollars (\$20.00).
 - (6) Amendment of Birth or Death Record. - For preparation of amendment and affecting correction ten dollars (\$10.00).
 - (7) Legitimations. - For preparation of all documents concerned with legitimations ten dollars (\$10.00).
 - (8) Certified Copies of Birth and Death Certificates and Marriage Licenses. - For furnishing a certified copy of a death or birth certificate or marriage license ten dollars (\$10.00). Provided however, a register of deeds, in accordance with G.S. 130A-93, may issue without charge a certified birth certificate to any person over the age of 62 years. Provided, however, upon verification of voter registration, a register of deeds, in accordance with G.S. 130A-93, shall issue without charge a certified copy of a birth certificate or a certified copy of a marriage license to any registered voter who declares the registered voter is registered to vote in this State and does not have a certified copy of that registered voter's birth certificate or marriage license necessary to obtain photo identification acceptable under G.S. 163-166.16. Any declaration shall prominently include the penalty under G.S. 163-275(13) for falsely or fraudulently making the declaration.
 - (8a) Repealed by Session Laws 2012-18, s. 2.2, as amended by Session Laws 2012-194, s. 54, effective July 1, 2012.
 - (9) Certified Copies. - For furnishing a certified copy of an instrument for which no other provision is made by this section five dollars (\$5.00) for the first page, plus two dollars (\$2.00) for each additional page or fraction thereof.
 - (10) Comparing Copy for Certification. - For comparing and certifying a copy of any instrument filed for registration, when the copy is furnished by the party filing the instrument for registration and at the time of filing thereof five dollars (\$5.00).
 - (11) Uncertified Copies. - A register of deeds who supplies uncertified copies of instruments, or index pages, as a convenience to the public, may charge fees that the register of deeds determines bear a reasonable relation to the quality of copies supplied and the cost of purchasing and maintaining copying and/or computer equipment. These fees may be changed from time to time, but the amount of these fees shall at all times be uniform and prominently posted in the office of the register of deeds.

SCHEDULE OF FEES

- (12) Notarial Acts. - For taking an acknowledgment, oath, or affirmation or performing any other notarial act the maximum fee set in G.S. 10B-31 or G.S. 10B-118 for electronic notarial acts. This fee shall not be charged if the act is performed as a part of one of the services for which a fee is provided by this subsection; except that this fee shall be charged in addition to the fees for registering, filing, or recording instruments or plats as provided by subdivisions (1) and (3) of this subsection.
- (13) Uniform Commercial Code. - The following fees apply for services related to financing statements or other records under Part 5 of Article 9 of Chapter 25 of the General Statutes:
- a. For filing and indexing financing statements or records with two or fewer pages, thirty-eight dollars (\$38.00).
 - b. For filing and indexing financing statements or records with more than two pages, forty-five dollars (\$45.00) for the first 10 pages, plus two dollars (\$2.00) for each additional page.
 - c. For responding to an information request, including a communication with respect to requests for financing statement information for a particular debtor, thirty-eight dollars (\$38.00).
- This subdivision shall not apply to either the recording or the satisfaction of a deed of trust or mortgage, when such deed of trust or mortgage acted as a fixture filing or financing statement covering as-extracted collateral or timber to be cut as authorized under G.S. 25-9-502(c).
- (14) Torrens Registration. - Such fees as are provided in G.S. 43-5.
- (15) Master Forms. - Such fees as are provided for instruments in general.
- (16) Repealed by Session Laws 2011-296, s. 1, effective October 1, 2011.
- (17) Qualification of Notary Public. - For administering the oaths of office to a notary public and making the appropriate record entries as provided in G.S. 10B-10 ten dollars (\$10.00).
- (18) Reinstatement of Articles of Incorporation. - For filing reinstatements of Articles of Incorporation prepared pursuant to G.S. 105-232; such fees as provided for instruments in general. The fee shall be paid by the corporation affected.
- (18a) Nonstandard Document. - For registering or filing any document not in compliance with the recording standards adopted under G.S. 161-14(b), the fee shall be twenty-five dollars (\$25.00) in addition to all other applicable recording fees.
- (19) Miscellaneous Services. - For performing miscellaneous services such as faxing documents, providing laminated copies of documents, expedited delivery of documents, and similar services, the cost of the service.

(b) The uniform fees set forth in this section are complete and exclusive and no other fees shall be charged by the register of deeds.

(c) These fees shall be collected in every case prior to filing, registration, recordation, certification or other service rendered by the register of deeds unless by law it is provided that the service shall be rendered without charge. (Code, ss. 710, 3109, 3751; 1887, c. 283; 1891, c. 324; 1897, cc. 27, 68; 1899, c. 17, s. 2; c. 247, s. 3; cc. 261, 302, 578, 723; 1901, c. 294; 1903, c. 792; 1905, cc. 226, 292, 319; Rev., s. 2776; 1911, c. 55, s. 3; C.S., s. 3906; 1967, c. 639, s. 4; c. 823, s. 33; 1969, c. 80, s. 1; c. 912, s. 3; 1973, c. 507, s. 5; c. 1317; 1975, c. 428; 1977, 2nd Sess., c. 1132; 1981, c. 968, ss. 1, 2; 1983, c. 894, ss. 2, 3; 1987, c. 792, ss. 2-5; 1989, c. 523, s. 1; 1991, c. 636,

SCHEDULE OF FEES

s. 18; c. 683, s. 3; c. 693, s. 1; 1991 (Reg. Sess., 1992), c. 1030, s. 49; 1993, c. 425, s. 1; 1997-309, s. 9; 2000-167, s. 1; 2000-169, s. 44; 2001-390, s. 1; 2005-123, s. 7; 2005-391, s. 8; 2008-107, s. 29.7(a); 2009-451, ss. 17.8(a), 20A.4(a); 2011-296, s. 1; 2012-18, s. 2.2; 2012-79, s. 2.16; 2012-194, s. 54; 2013-225, s. 7(a), (b); 2013-381, s. 3.3; 2015-206, s. 1; 2015-227, s. 1; 2016-86, s. 1; 2017-6, s. 3; 2018-80, s. 1.2; 2018-144, s. 3.2(b); 2018-146, s. 3.1(a), (b).)

**INTERIM COUNTY MANAGER'S REPORT: DOMINION ENERGY AND
AMBULANCE FRANCHISE**

Interim Manager Patterson requested permission to execute an easement requested by Dominion Energy for a powerline on County owned land Parcel #6906-37-9668 (across from EMS to Hwy. 13) for its project upgrading existing powerlines.

On a motion by Com. Gatling, seconded by Com. Douglas, the Board approved the Transmission and Distribution Easement Agreement for a powerline on County owned land, Parcel #6906-37-9668 (across from EMS to Hwy. 13) presented by Manager Patterson as follows:



Dominion Energy North Carolina

Transmission Right of Way Agreement (NC) – (Page 1)

After Recording, Return to:
Dominion Energy Virginia
Attn: Electric Transmission Real Estate Department
5000 Dominion Blvd
Glen Allen, VA 23060

Tax Map No# 6906-37-9668

THIS TRANSMISSION AND DISTRIBUTION EASEMENT AGREEMENT (the "Agreement") made as of this ____ day of _____, 2024, between Hertford County, a municipal corporation organized under the laws of the State of North Carolina, hereinafter called "GRANTOR" ("GRANTOR" wherever used herein being intended to include the grantor, whether one or more or masculine or feminine, and the respective heirs, executors, administrators, personal representatives, successors, successors in interest and assigns of each grantor), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, hereinafter called "COMPANY" ("COMPANY" wherever used herein being intended to include Virginia Electric and Power Company and its successors, assigns, apportionees, permittees, licensees and invitees).

WITNESSETH

That for the sum of Ten Dollars (\$10.00), and other valuable consideration, the receipt whereof is hereby acknowledged, GRANTOR grants and conveys unto COMPANY, the perpetual and exclusive rights, privileges and easements of right of way (collectively, the "Easement"), variable in width, to lay, construct, bury, operate and maintain one or more lines of poles, towers and structures, and one or more lines of cables and conduits, together with all wires, manholes, handholes, meters, attachments, equipment, accessories and appurtenances now or hereafter desirable in connection therewith (all of the aforesaid lines, poles, towers, structures, cables, conduits, wires, manholes, handholes, meters, attachments, equipment, accessories and appurtenances are hereinafter collectively called the "Facilities"), for the purposes of transmitting and/or distributing electric power and for communication purposes relating to the transmission and/or distribution of electricity. The Easement is located over, under, upon, above, in, through and across certain land of GRANTOR situated in Winton Township, Hertford County, North Carolina, as more particularly described in the instrument recorded in Book 390, Page 513, Hertford County Registry and as shown on Plat No(s). 33X-8,9, made by Timmons Group dated 12-27-2023, and entitled 'Plat to accompany agreement with HERTFORD COUNTY, a copy of which is attached hereto and by this reference made a part hereof (collectively, the "Plat"), and to which Plat reference is hereby made for a more particular description of the Easement. The area encumbered by the Easement shall hereinafter be called the "Easement Area." COMPANY shall have the right to assign, transfer, apportion or divide, without limitation, all or any parts of the rights, privileges or easements granted to COMPANY in this Agreement.



Transmission Right of Way Agreement (NC) – (Page 2)

The Facilities now or hereafter installed shall remain the property of COMPANY. COMPANY shall have the rights to inspect, rebuild, remove, repair, maintain, improve, alter, modify, replace and relocate the Facilities or any part thereof within the Easement Area, and make such changes, replacements, alterations, substitutions, additions to or extensions of the Facilities within the Easement Area as COMPANY may from time to time deem advisable, in its sole and absolute discretion.

GRANTOR may use the Easement Area for any purpose which is not inconsistent with the rights granted to COMPANY herein, provided that no improvements of any kind (including, but not limited to, water, sewer, telephone, electric, gas, cable or other utilities or communications facilities or equipment) may hereafter be constructed, placed or installed by GRANTOR or permitted by GRANTOR to be constructed, placed or installed on, over, under, through, across or in the Easement Area, without COMPANY's prior written consent thereto, which consent may be withheld in COMPANY's sole discretion if COMPANY reasonably determines that any such use may or could injure, interfere with or endanger the construction, installation, operation, maintenance or repair of any Facilities, interfere with the exercise by COMPANY of any rights, privileges or easements granted to COMPANY in this Agreement or violate any health or safety standard, rule or regulation now or hereafter in effect.

COMPANY shall at all times have the right, without any additional payment and without any liability to GRANTOR or any third party, to keep the Easement Area clear of (a) all buildings, improvements and structures (except agricultural fences), and (b) all trees, limbs, shrubs, landscaping, vegetation and crops (subject to payment for such crops as set forth below) and all stumps, roots and undergrowth; and COMPANY shall have the further right to trim, fell, cut or remove any tree, limb, shrub, landscaping, vegetation and crops which is located outside the Easement Area which, in the sole opinion of COMPANY, may endanger the safe or proper operation of the Facilities, or which in falling or being felled, cut or removed could come within ten (10) feet of any of the Facilities. All trees, limbs, shrubs, landscaping, vegetation, crops, stumps, roots and undergrowth removed, cut or felled by COMPANY may be disposed of by COMPANY within four (4) months after they are removed or felled. All trees, limbs, shrubs, landscaping, vegetation, crops, stumps, roots and undergrowth cut or uprooted by COMPANY and not disposed of by COMPANY within four (4) months after they are cut or uprooted shall be the property of GRANTOR. All trees, limbs, shrubs, landscaping, vegetation, crops, stumps, roots and undergrowth cut or felled by COMPANY (whether within or outside of the Easement Area) and not removed by COMPANY may be placed in piles within the Easement Area by COMPANY, subject to applicable regulatory requirements, where they will not block streams or drainage ditches. Notwithstanding any provision in this paragraph to the contrary, all trees felled or cut by COMPANY outside the Easement Area one year or more after COMPANY initially cuts trees outside the Easement Area shall remain the property of GRANTOR. Under no circumstances shall COMPANY be obligated to pay or provide additional compensation of any kind to GRANTOR for any trees felled or cut by COMPANY within or outside the Easement Area in the exercise by Company of its rights under this paragraph. COMPANY shall have the right, but not the obligation, to plant trees, shrubs and other vegetation within the Easement Area at public road crossings.

For the purposes of constructing, inspecting, maintaining or operating the Facilities within the Easement Area or on GRANTOR's property or properties adjacent to GRANTOR's property, COMPANY shall have the right of ingress and egress on, over, through, across and upon the property of GRANTOR adjacent to the Easement Area. COMPANY shall have the further right of ingress to and egress from the rights of way, private roads, driveways and parking areas which may now or hereafter exist on the property of GRANTOR. All rights of ingress and egress shall be exercised in such manner as shall cause the least practicable damage and inconvenience to GRANTOR.



Transmission Right of Way Agreement (NC) – (Page 3)

COMPANY shall repair damage to agricultural fences located inside or outside the Easement Area and to roads and other improvements located inside the Easement Area with COMPANY's prior written approval and shall pay GRANTOR reasonable costs for any damage to crops located inside or outside the Easement Area, when such damage results directly and solely from COMPANY's exercise of the rights herein granted, provided GRANTOR gives written notice to COMPANY of such damage to the aforesaid fences, roads and other improvements and crops and the agreed upon amounts due to GRANTOR for damaged crops, within sixty (60) days after any such damage occurs. Additionally, COMPANY shall repair damage to roads and other improvements located outside the Easement Area, when such damage results directly and solely from COMPANY's exercise of the rights herein granted, provided GRANTOR gives written notice to COMPANY of such damage within sixty (60) days after such damage occurs. GRANTOR and COMPANY understand, acknowledge and agree that trees, limbs, shrubs, landscaping, vegetation, stumps, roots or undergrowth shall not constitute crops for which GRANTOR may be entitled to compensation pursuant to this paragraph.

The cash consideration hereinabove mentioned is paid by COMPANY and accepted by GRANTOR as full and total payment for the Easement, for all trees, limbs, undergrowth, roots, stumps, shrubs, landscaping, vegetation, crops or other obstructions and all other rights, privileges and easements granted herein and that, except as otherwise provided in this Agreement, GRANTOR shall not be entitled to additional consideration for any trees, limbs, undergrowth, roots, stumps, shrubs, landscaping, vegetation, crops or other obstructions within or outside the Easement Area; provided, however, that GRANTOR shall be entitled to payment for crops damaged by COMPANY in exercising the rights herein after the completion of initial construction of COMPANY's facilities in the Easement Area.

GRANTOR covenants that it has the right to convey the Easement and all other rights, privileges and easements conveyed herein, that title is marketable and free of all encumbrances, that COMPANY shall have quiet and peaceable possession, use and enjoyment thereof, that Grantor will warrant and defend the title against lawful claims of all persons whomsoever, and that GRANTOR shall execute such further assurances thereof as may be required by COMPANY.

TO HAVE AND TO HOLD said rights, privileges, easements, and appurtenances hereinbefore described unto COMPANY, its affiliates, successors, and assigns, upon the terms and conditions set forth herein. This Agreement shall run with GRANTOR's above-described land and inure to the benefit of and be binding upon COMPANY, GRANTOR, and their respective heirs, successors and assigns.

[The remainder of this page intentionally left blanks. Signature Page(s) Follow.]



Transmission Right of Way Agreement (NC) – (Page 4)

IN WITNESS WHEREOF, this Agreement has been executed under seal by Grantor, as of the date first above written.

GRANTOR:

Hertford County, a municipal corporation
organized under the laws of the State of
North Carolina

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County,
State of _____, do hereby certify that _____, being the
_____ of Hertford County, a municipal corporation organized under the laws of the State
of North Carolina, personally appeared before me this day and acknowledged that by authority duly given
and as the act of the corporation the foregoing Agreement was signed in its name by him/her.

Witness my hand and official stamp/seal this the ____ day of _____, 2024.

Signature of Notary Public

Printed Name of Notary Public

[Affix Notarial Stamp/Seal]

My commission expires: _____

SURVEY CERTIFICATION

I, TERRY L. WESTENDORF, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT ANY BOUNDARIES NOT SURVEYED ARE INDICATED BY "APPROXIMATE P/L" LABEL AND DRAWN FROM INFORMATION IN THE REFERENCE SHOWN; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICES FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).

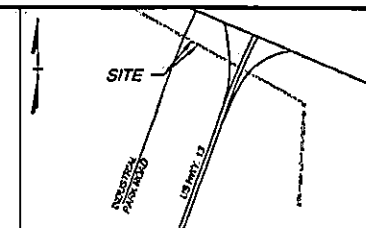
I, FURTHER CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY.

CLASS OF SURVEY A. POSITIONAL ACCURACY WITHIN 0.10 FEET @ 95%
CONFIDENCE FOR ALL GPS PROCEDURES. TYPE OF GPS PROCEDURE - VRS
FOR LOCAL CONTROL.
HORIZONTAL CONTROL: NORTH CAROLINA STATE PLANE COORDINATES (NAD83,
NA 2011, 2010.0000 EPOCH, US SURVEY FT).

HORIZONTAL CONTROL ESTABLISHED BY GPS OBSERVATIONS AND
COMPUTED USING THE NORTH CAROLINA REAL TIME NETWORK SYSTEM (RTN).

AVERAGE COMBINED GRID FACTOR USED FOR THIS PROJECT = 1.0000826630.
NORTH ARROW IS GRID NORTH. ALL DISTANCES ARE GROUND, ALL
COORDINATES ARE GRID UNLESS OTHERWISE NOTED.

PROJECT PANEL BC-T6, AS LOCALIZED COORDINATE
N: 972896.816 E: 2591643.926 ELEV: 26.096



VICINITY MAP (NOT TO SCALE)

GENERAL NOTES:

1. THIS EASEMENT SURVEY IS BASED ON A FIELD SURVEY DATED AUGUST THRU SEPTEMBER 2023.
2. ALL AREA ARE COMPUTED BY COORDINATE COMPUTATION METHOD.
3. THE INTENT OF THIS MAP IS TO ASSIST IN CONVEYING AN ELECTRIC UTILITY EASEMENT ACROSS THE INDICATED PARCEL AND SHOULD NOT BE USED FOR BOUNDARY RETRACEMENT.
4. NO TITLE REPORT WAS FURNISHED



TIMMONS GROUP

THIS DRAWING PREPARED AT THE
RALEIGH OFFICE
5410 TRINITY ROAD, Suite 102 | RALEIGH, NC 27607
TEL 919.566.4951 FAX 919.359.2663 www.timmons.com
NORTH CAROLINA LICENSE NUMBER C-1652

REVISIONS

3	2	1
---	---	---

SHEET 1 OF 2

VIRGINIA ELECTRIC AND POWER CO.
TL108 MURFREESBORO-TUNIS

PLAT TO ACCOMPANY AGREEMENT WITH
HERTFORD COUNTY

TOWNSHIP	COUNTY	STATE
WINTON	HERTFORD	NC
SCALE: 1 INCH = 80 FT.		SURVEYED BY TIMMONS GROUP
DRAWN BY G.C.S.	DATE 12-27-23	NO. 33X-8 33X-9

J.H. 56396.002

NC GRID | MAD83 (2011)

33X-8 = 0.01 ACRES
33X-9 = 0.02 ACRES
TOTAL AREA = 0.03 ACRES

LEGEND
P.L. = PROPERTY LINE
R.W. = RIGHT OF WAY
C.L. = CENTERLINE
VEPCO = VIRGINIA ELECTRIC
AND POWER CO.
TL = TRANSMISSION LINE
CMF = CONCRETE MONUMENT FOUND
IRON ROD FOUND

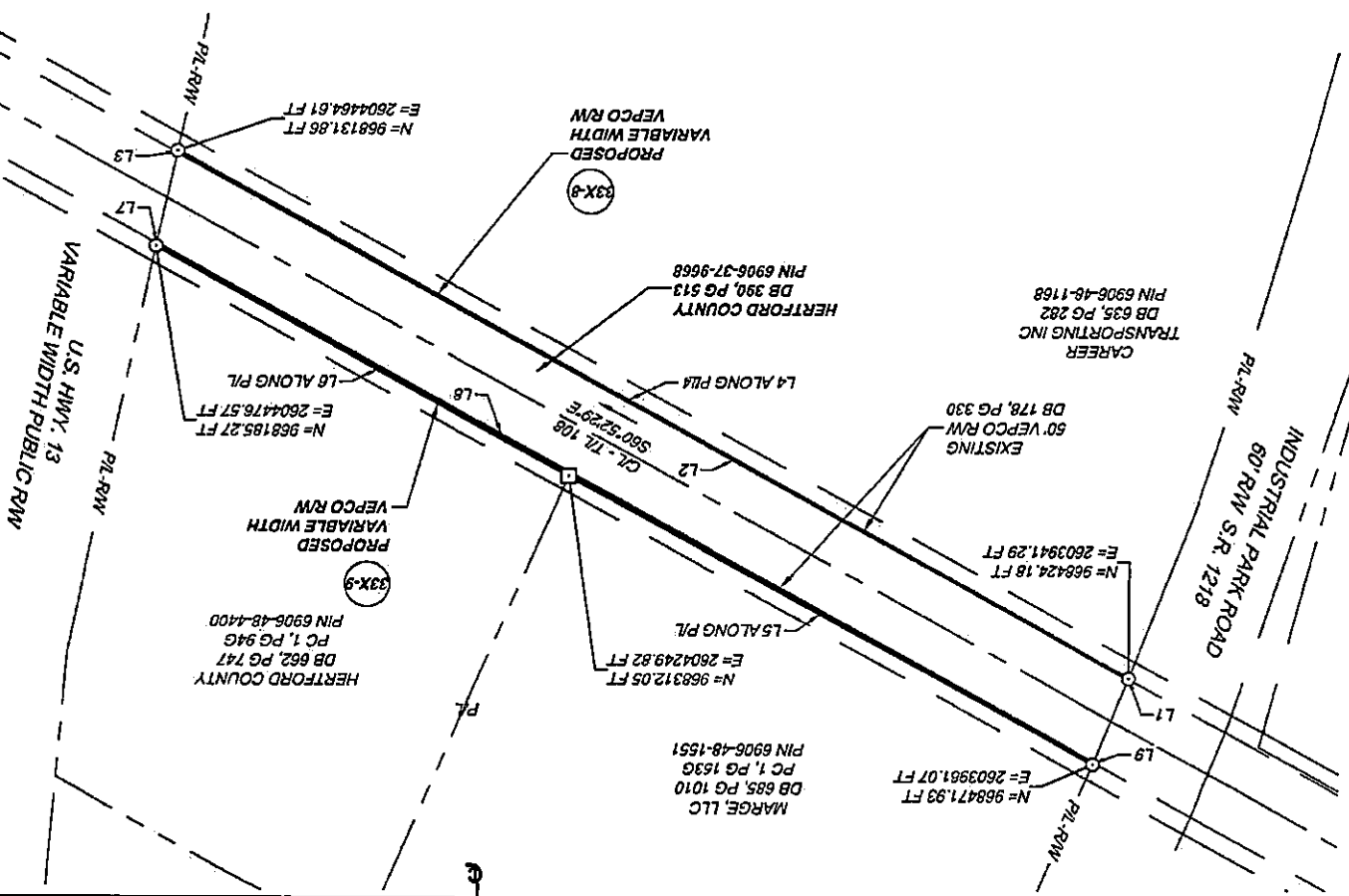
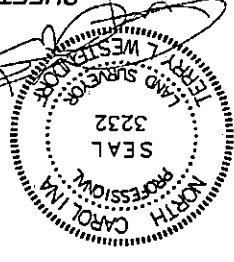
THIS DRAWING PREPARED AT THE
RALEIGH OFFICE
5410 TRINITY ROAD, SUITE 102 | RALEIGH, NC 27602
TEL 919.866.4951 FAX 919.859.5663 WWW.TIMMONSGROUP.COM
NORTH CAROLINA LICENSE NUMBER C-16523



PLAT TO ACCOMPANY AGREEMENT WITH
VIRGINIA ELECTRIC AND POWER CO.
TL108 MURFREESBORO-TUNNIS
HERTFORD COUNTY
TOWNSHIP
WINTON
COUNTY
STATE
NC
SURVEYED BY
TIMMONS GROUP
NO. 33X-8
G.C.S. 12-27-23
DATE
DRAWN BY
SCALE 1 INCH = 80 FT.

LTN 063956.002

LINE TABLE			
LINE	BEARING	LENGTH	
L1	N22°29'58"E	0.34'	
L2	S60°52'29"E	699.13'	
L3	S12°37'03"W	1.03'	
L4	N60°48'46"W	699.38'	
L5	S61°01'40"E	330.03'	
L6	S60°47'20"E	269.76'	
L7	S12°37'03"W	1.55'	
L8	N60°52'29"W	690.12'	
L9	N22°29'58"E	1.00'	



COMPENSATION AGREEMENT

Dominion Energy Virginia
TL-108 Murfreesboro-Tunis

Property Owner(s): Hertford County
Mailing Address: 115 Justice Dr., Suite #1 Winton, NC 27986
Plat No: 33X-8, 9
Tax Map No/PRN: 6906-37-9668

This Compensation Agreement (Agreement) dated _____, 2024, is entered into by Hertford County (Property Owner), sole owners of the fee simple title to property which is the subject of a Right of Way Agreement (Conveyance Instrument) between Property Owner and Virginia Electric and Power Company, a Virginia public service corporation, doing business as Dominion Energy Virginia, ("Dominion") to be recorded in the Hertford County Circuit Court Clerk's office, a copy of which is attached to and incorporated into this Agreement.

Property Owner and Dominion agree as follows:

1. That payment in the amount of \$ 500.00 is fair and just compensation for conveyance of the rights described in the Conveyance Instrument. Compensation shall be paid within fifteen (15) business days from the date the Conveyance Instrument is recorded in the Clerk's Office, which recording is contingent upon obtaining releases to ensure that status of title is acceptable to Dominion. When requested, Property Owner agrees to cooperate in obtaining necessary release(s) from lien holders, however, all processing fees for said release(s) shall be paid for by Dominion.
2. Immediately upon execution by Property Owner of this Agreement, the Conveyance Instrument and a W-9 form and acceptance thereof by Dominion as evidenced by its execution thereof, Property Owner grants to Dominion, its agents and assigns, permission to enter the Property for all purposes related to the construction and other activities described in the Conveyance Instrument.
3. That within fifteen (15) business days of acceptance of Agreement by Dominion as evidenced by signature affixed below, Property Owner will be provided a copy of said Agreement.
4. The terms of this Agreement shall extend to and be binding upon the parties, successors, or assigns.

SIGNATURE PAGE TO FOLLOW

WITNESS the following signatures and seals made pursuant to due authority:

Date: _____ (SEAL)
Hertford County

Title

DOMINION ENERGY VIRGINIA

Date: _____

By: _____ (SEAL)

Name: _____

Title: _____

Manager Patterson shared the Transportation Committee met to review the annual ambulance franchise applications and did not have a quorum. Therefore, they requested an extension of the franchise recommendations for 60 days to allow for the committee to meet with a quorum and provide a formal recommendation to the Board at the August Regular Meeting.

BOARD CHAIR'S/CLERK'S REPORT

Clerk Tyler shared the Board Chair's/Clerk report of June events and the County Mission Statement.

COMMISSIONERS' COMMENTS

Chairman Lassiter and the Commissioners commented thanking Pastor Holloman for the Invocation and everyone for attending the Board meeting.

CLOSED SESSION

On a motion by Com. Douglas, seconded by Com. Gatling, the Board approved to go into Closed Session.

On a motion by Com. Douglas, seconded by Vice-Chair Horton, the Board returned to Regular Session.

ADJOURN MEETING

On a motion by Vice-Chair Horton, seconded by Com. Mitchell, the Board adjourned the meeting.

Approved: July 1, 2024
The Honorable Andre` M. Lassiter, Sr., Chairman

Dr. Renee Tyler, Clerk to Board