

BERTIE COUNTY BOARD OF COMMISSIONERS

February 17, 2014

Meeting Agenda

This agenda is only a tentative schedule of matters the Commissioners may address at their meeting and all items found on it may be deleted, amended or deferred. The Commissioners may also, in their absolute discretion, consider matters not shown on this agenda.

(A)

***** APPOINTMENTS *****

- 7:00-7:05** Invocation and Pledge of Allegiance by Chairman Perry
- 7:05-7:20** Public Comments
- 7:20-7:35** “Building Partnerships for a Better Bertie” presentation by Patricia Ferguson
- 7:35-7:50** Hertiage Collegiate Leadership Academy update by Founding Director Kashi Nelson
- 7:50-8:05** Roanoke River Partners presentation by Carol J. Shields
- 8:05-8:15** EMS Monthly Report Update by Emergency Services Director Mitch Cooper
- 8:15-8:25** Report of unpaid taxes as required by N.C.G.S § 105-369

Board Appointments (B)

- 1. Hospital appointments to Director’s Council (B-1)
- 2. Accept request for removal of Community Advisory Committee member (B-2)

Consent Agenda (C)

- 1. Approve Minutes for Regular Session 1-7-14 (C-1)
- 2. Approve Minutes for Closed Session 1-7-14
- 3. Approve Minutes for Planning Retreat 1-16-14 and 1-17-14 (C-2)
- 4. Approve Minutes for Closed Session 1-16-14
- 5. Approve Minutes for Closed Session 1-17-14
- 6. Approve Minutes for Regular Session 2-3-14 (C-3)
- 7. Approve contract for annual audit (C-4)
- 8. Accept Tax Department Error Ledger – November and December 2013 (C-5)

- 9. Accept Register of Deeds Fees Report – January 2014 (C-6)
- 10. Accept lease agreement for West Roanoke Missionary Baptist Association office space in the DRC building
- 11. Approve budget amendments for legal fees and water districts for Green Engineering contract
- 12. Approve budget amendment for courthouse foundation stabilization (C-7)

*****OTHER ITEMS*****

Discussion Agenda (D)

- 1. CADA’s Anti-Poverty Work Plan for 2013-2014 (D-1)
- 2. CADA – review County’s commitment for IDA program of \$25,000 originally approved March 20,2008 as annual appropriation of \$5,000 over five budget years beginning with FY 2008-2009 (D-2)
- 3. Sunenergy Ground Lease revisions as recommended by the County Attorney (D-3)

- 4. Black Rock Subdivision Water System Improvements (D-4)

Commissioners’ Reports (E)

County Manager’s Reports (F)

County Attorney’s Reports (G)

Public Comments Continued

Closed Session

Pursuant to N.C.G.S. § 143-318.11(a)(3) to go into closed session to consult with the County Attorney in order to preserve the attorney-client privilege that exists between the attorney and this public body.

Pursuant to N.C.G.S. § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of employment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

Pursuant to N.C.G.S. § 143-318.11(a)(4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.

Adjourn

1st Annual “State of the County” Address
Preliminary Planning
Monday, March 24th, 2014
11:00AM-12:00PM

Guest List

- Bertie County Department Heads
- Elected Officials (local – State – Federal level)
 - o Opponents included
- Municipal Leaders
- Bertie County Board of Education & Superintendent
- Local newspaper/radio/TV outlets
 - o Bertie-Ledger Advance
 - o Roanoke-Chowan News Herald
 - o WITN 7
 - o WNCT 9
 - o WCTI12
 - o Others
- Bertie County Charter/Private schools & Boards
- Business Owners
 - o Large
 - Perdue Farms
 - Roanoke Electric
 - o Small
 - Bertie County Peanut
 - Local restaurants/barbers/etc.
 - Home based business owners
- Non-profits operating in Bertie County
 - o CADA of NC, Inc.
 - o List

- List
- List
- State level
 - Department of Commerce
 - Department of Agriculture
 - Rural Center
 - Public Health
 - Small Business Administration
 - USDA
 - Broadband/Technology Department
- Colleges/Universities/High School Alumni Associations
 - UNC
 - ECU
 - Duke
 - NC State
 - Bertie High School
- Churches and church leaders
- Private/public high school student leaders
 - President & officers of Student Governments Association
 - + teacher
 - President & officers of Future Business Leaders of America
 - + teacher
 - President & officers of Future Medical Leaders of America
 - + teacher
- Other teachers/school administrators
 - Civics teachers
 - Economics teachers
 - Reading teachers
 - Teacher(s) of the Year
- County daycare providers
- Appointed members of boards/committees/commissions
- County contractors

- Nursing Homes
- Hospitals
- NC Farm Bureau
- Jane Smith Patterson
- **Youth Programs**
 - o Girl Scouts/Boy Scouts of America
 - + troop leaders
 - o 4-H Leadership
 - o Eagle Scouts
 - o Youth @ Work Program participants – Mr. Andre Rowe of CADA of NC, Inc./NC Works
- Bertie County Alumni Chapter



Save the Date for
Bertie County, North Carolina's first annual

"State of the County" Address

In collaboration with the African American Caucus of Bertie County

Monday, March 24th, 2014

11:00AM

Location: TBA

Formal invitation to follow.



VIDANT HEALTH™

November 27, 2013

Mr. Scott Sauer
County Manager
County of Bertie
Post Office Box 530
Windsor, North Carolina 27983

Dear Mr. Sauer:

The Vidant Bertie Hospital Directors Council approved the recommendation of Dr. Jo Almario to fill the Council's vacancy that occurred as a result of the resignation of Mr. Norman Perry.

In accordance with the lease agreement, this recommendation will require a nomination from the Bertie County Commissioners to the Vidant Community Hospitals Board. I would like to request that this item of business be placed on the commissioners' agenda for action at their next meeting. Dr. Almario's CV is enclosed for review. Thank you for your assistance in this matter.

Sincerely,

Jeffrey N. Sackrison
President

[Enclosure]

cc: Karen Binion-Brown, PA-C
Roger Robertson
File

312 A South Academy Street, Ahoskie, NC, 27983 252-332-6444

Joselito S. Almario

Practice

Vidant Urology, Ahoskie, NC– Present
Vidant Bertie Hospital, Windsor, NC – 1982 to present
Vidant Roanoke-Chowan Hospital, Ahoskie, NC – 1982 to present
St. Luke Hospital, Fort Thomas, KY – 1973 to 1982
Booth Memorial Hospital, Covington, KY – 1973 to 1982
St. Elizabeth Hospital, Covington, KY – 1973 to 1982

Board Certifications

Fellow of the American College of Surgeons
Diplomate American Board of Urology

Medical Education

Medical School:	University of St. Thomas Doctor of Medicine	Manila, Philippines 1967
Internship:	Union Memorial Hospital Medical, Surgical, Pediatrics, OB-GYN, Ambulatory, Emergency	1969-1970
Residency:	General Surgery – Union Memorial Hospital, 1969-70 Urological Surgery – University of Maryland Hospitals, 1970-1973 Assistant Resident 1970-71 Associate Resident 1971-72 Chief Resident 1972-73	

Professional Organizations:

American College of Surgeons
North Carolina Medical Society
Southeast Section of the American Urological Association
American Urological Association
Vidant Roanoke Chowan Hospital - Past Chief of Staff
Roanoke Chowan Foundation –Past Chairman Board of Directors
Seaboard Medical Association
Southern Bank-Ahoskie Board of Directors
Vidant Home Health and Hospice – Associate Medical Director - Volunteer



People Working Together

1385 John Small Avenue Washington, North Carolina 27889
www.mideastcom.org
Phone: (252) 946-8043 Fax: (252) 946-5489

January 16, 2014

Ms. Tammy Drake
732 NC Hwy 45 N
Merry Hill, NC 27957

Dear Ms. Drake,

You were reappointed by the Bertie County Board of Commissioners on May 6, 2013 to serve on the Bertie County Nursing Home/Adult Care Community Advisory Committee as an advocate for area long term care residents. Since your reappointment, and effective this date, you have not fulfilled the requirements as set forth in the bylaws, enclosed. At this time, I must inquire if you wish to remain on the Community Advisory Committee.

I look forward to hearing from you regarding your intent to fulfill your obligations, and would welcome an opportunity to discuss the Community Advisory Committee roles and responsibilities with you. You may contact me by email triggsbee@mideastcom.org or by telephone at (252) 974-1838. In the event you connect with my voice mail, leave a telephone number and the best time of day to return your call.

Please respond by February 3, 2014. If I have not heard from you by this date, I will conclude that you wish to resign from the committee and will notify the Board of County Commissioners.

I thank you for your interest in protecting the rights of long term care facility residents.

Sincerely,

Tameka Riggsbee
Regional Long Term Care Ombudsman

Cc: Sarah Seredni, Clerk to the Board

Serving: Beaufort County • Bertie County • Hertford County • Martin County • Pitt County

Windsor, North Carolina
January 7, 2014
Regular Meeting

The Bertie County Board of Commissioners met for their regularly scheduled meeting at 10:00AM in the Commissioners Room located at 106 Dundee Street Windsor, NC. The following members were present or absent:

Present: J. Wallace Perry, Chairman
Charles L. Smith, Vice-Chairman
John Trent
Ronald "Ron" Wesson
Rick Harrell

Absent: None

Staff Present: County Manager Scott Sauer
Clerk to the Board Sarah Seredni
County Attorney Lloyd Smith
Emergency Services Director Mitch Cooper
Interim Emergency Medical Services Director Matt Leicester
Economic Development Steve Biggs

Media members present included Thadd White of the Bertie Ledger-Advance, and Gene Motley of the Roanoke-Chowan News Herald.

Jeff Best of Carr Riggs & Ingram, LLC, and Bertie County Veteran Services Representative Milton Parker were also present for a portion of the meeting.

Chairman Perry opened the meeting, and thanked all of those present for their attendance.

INVOCATION AND PLEDGE OF ALLEGIANCE

Commissioner Wesson gave the Invocation and Pledge of Allegiance.

PUBLIC COMMENTS

There were no Public Comments.

APPOINTMENTS

Purple Heart Proclamation presentation by Veteran Services Representative Milton Parker
Veteran Services Representative Milton Parker presented a proclamation to the Board that, if signed, would make Bertie County a member of the National Military Order of the Purple Heart, and

therefore, a Purple Heart county. Mr. Parker also submitted a fact sheet and other information regarding the history, and goals of the Order.

The Board inquired about the amount of Purple Heart recipients in the County presently.

Mr. Parker stated that he was sure of at least one Purple Heart recipient, but that he would be making an effort to find additional recipients via a newspaper advertisement.

The Board expressed their support of the proclamation.

Commissioner Harrell made a **MOTION** to sign the proclamation making Bertie County a member of the National Military Order of the Purple Heart and a Purple Heart county. Commissioner Trent **SECONDED** the motion. The motion passed unanimously.

The proclamation reads as follows:



A PROCLAMATION DECLARING BERTIE COUNTY AS A PURPLE HEART COUNTY

WHEREAS, the Purple Heart is the oldest decoration in present use and was initially created as the Badge of Military merit by General George Washington in 1782; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to any member of the United States Armed Services wounded or killed in combat with a declared enemy of the United States; and

WHEREAS, the mission of the Military Order of Purple Heart, Chartered by an act of Congress, is to foster an environment of goodwill among the combat wounded veteran members and their families, promote patriotism, support legislative initiatives, and most importantly – make sure we never forget; and

WHEREAS, Bertie County residents have been engaged in every war against a declared enemy fought by the United States, including the war for the nation's independence; and

WHEREAS, Bertie County has also become home to countless veterans and their families whose lives have been altered forever as a result of combat injuries and loss of life; and

WHEREAS, Bertie County has large number of residents who have been awarded the Purple Heart Medal for wounds received in combat; and

WHEREAS, Bertie County recognizes the commitment and increasing sacrifices required of military families, and pledges its ongoing commitment to and support for the men and women who so honorably serve our nation.

NOW, THEREFORE, BE IT PROCLAIMED, that the Bertie County Board of Commissioners hereby declares Bertie County as a Purple Heart County in the State of North Carolina

This the 1th day of January, 2014.


J. Wallace Ferry, Chairman
Bertie County Board of Commissioners


Sarah Serebni, Clerk to the Board

EMS Transition Update by Emergency Services Director Mitch Cooper

Emergency Services Director Mitch Cooper provided a report to the Board regarding the current EMS standings since the First Med to County transition occurred.

Mr. Cooper stated that the EMS system is “still operating” and faced “no lapse” in service. He also stated that all trucks are now State certified and in place. Mr. Cooper mentioned that it would be 30 days before revenue would be coming in from the billing company.

Mr. Cooper also informed the Board that former Washington County Emergency Services Director David Clary would be meeting with Cooper to discuss a potential EMS budget that would then be presented to the Board at their January 2014 Planning Retreat.

Lastly, Mr. Cooper stated that everything was running smoothly and that he recommended the Board approve a decision to terminate the County State of Emergency that was put into effect on December 9, 2013.

Commissioner Wesson made a **MOTION** for the Board to terminate the County State of Emergency due to the stability of the County owned and operated EMS system. Commissioner Trent **SECONDED** the motion. The motion passed unanimously.

The declaration reads as follows:



BERTIE COUNTY

106 DUNDEE STREET
POST OFFICE BOX 530
WINDSOR, NORTH CAROLINA 27983
(252) 794-5300
FAX: (252) 794-5327
WWW.CO.BERTIE.NC.US

BOARD OF COMMISSIONERS
J. WALLACE PERRY, Chairman
CHARLES L. SMITH, Vice-Chairman
RICK HARRELL
JOHN TRENT
RONALD "RON" WESSON

ADMINISTRATIVE STAFF
SCOTT SAUER, County Manager
SARAH SEREDNI, Clerk to the Board

January 7, 2014

TERMINATION OF COUNTY STATE OF EMERGENCY BERTIE COUNTY BOARD OF COMMISSIONERS

On December 9, 2013 at 12:00pm, the Bertie County Board of Commissioners Declared a State of Emergency due to immediate unforeseen and unwarranted termination of contract with the 911 ambulance provider, First Med. The County has since received an EMS provider license and obtained enough equipment to sustain an efficient EMS system to continue providing high quality emergency care to the citizens of the County.

The Department of Emergency Services suggests that the State of Emergency be terminated, and for normal operations to resume on **January 7, 2014 at 12:00pm**.

Declaration Terminated this the 7th day of January at 12 (P.M.)


Chairman, Bertie County Board of Commissioners

Commissioner Wesson thanked Mr. Cooper for his continued work ethic during the EMS transition. He also mentioned an article in a recent Roanoke-Chowan News Herald publication that listed Bertie County EMS as the most reported story for the year of 2013.

Commissioner Wesson thanked Gene Motley of the Roanoke-Chowan News Herald for his continuing coverage of the happenings in Bertie County.

The Board commended all employees involved in the transition for their quick response and dedication to protecting the citizen of Bertie County.

County Attorney Lloyd Smith provided the Board with an update regarding First Med's Chapter 7 bankruptcy filing. He also presented the Board with the contract to officially purchase 3 ambulance vehicles, as well as other emergency equipment, from First Med via the bankruptcy trustee, Joe Callaway.

Commissioner Trent made a **MOTION** to approve the contract to officially purchase 3 ambulance vehicles and other emergency equipment from First Med's bankruptcy trustee. Vice Chairman Smith **SECONDED** the motion. The motion passed unanimously.

The contract reads as follows:

STATE OF NORTH CAROLINA

PURCHASE CONTRACT

BERTIE COUNTY

THIS AGREEMENT AND CONTRACT, made and entered into the 2nd day of January, 2013, by and between ALGERNON L. BUTLER, III, as the Chapter 7 bankruptcy trustee (hereinafter referred to as "Trustee") for the bankruptcy estate of Coastline Care, Inc. (hereinafter referred to as the "Debtor"), Case No. 13-BK-07676-8-SWH (hereinafter referred to as the "Bankruptcy Case"), pending in the United States Bankruptcy Court for the Eastern District of North Carolina, Wilmington Division, (hereinafter referred to as the "Bankruptcy Court") and the COUNTY OF BERTIE, a body politic and corporate organized and existing under the laws of the State of North Carolina, and its Assigns (hereinafter referred to collectively as "County");

WITNESSETH:

WHEREAS, on December 11, 2013, the Debtor filed in the Bankruptcy Case a petition seeking relief under Chapter 7 of the United States Bankruptcy Code, and the Trustee was named to his office and granted authority over the property of the Bankruptcy Estate;

WHEREAS, under an emergency medical services contract entered into before Debtor's bankruptcy petition, Debtor provided County full time emergency medical services and used five (5) motor vehicles, associated medical emergency equipment, and various medical supplies to facilitate said emergency medical services to communities in and about the County;

WHEREAS, prior to the filing of the Bankruptcy Case, the Debtor ceased performing under its aforesaid contract with the County, resulting in the County on December 9, 2013 to issuing a Proclamation of a County State of Emergency (the "December 9 Proclamation") under applicable North Carolina statutes, purporting to enable the County to take over and perform the necessary emergency medical services contemplated therein;

WHEREAS, upon the Bankruptcy Case being filed, the Trustee and the County undertook negotiations to allow the County to continue using certain equipment of the Debtor necessary to perform the emergency medical services and purchase the same subject to the approval of the Bankruptcy Court;

WHEREAS, the Trustee and the County have now agreed upon contractual terms that would enable the County to acquire from Trustee the bankruptcy estate's interest in the following: three (3) of emergency ambulance motor vehicles of the Debtor located in Bertie County NC used by the Debtor pre-petition and by the County since the December 9 Proclamation, being (a) a 2005 Ford E-450, NC VIN No. 1FDSS34P38DB61180, (b) a 2007 Chevy DLS Van, NC or WV VIN No. 1GBHC396X71240088, and (c) a 2005 Ford E-350, NC VIN No. 1FDSS34P38DB61180, (collectively the "Ambulances") and also all the medical equipment associated with each of the three (3) motor vehicles as well as the medical equipment associated with the two (2) leased motor vehicles of the Debtor located in Bertie County, NC, not subject to this Contract, including four (4) Stryker MXPRO Stretchers, one (1) Ferno 35-P Stretcher, five

(5) Medtronic Life Pak 12 Defibrillators, back boards, traction splints, and stair chairs, and various medical supplies stocked in each of the five (5) motor vehicles (the "Medical Supplies) (hereinafter the Medical Supplies and Ambulances are referred to collectively as "Medical Equipment");

WHEREAS, the County has remitted to Trustee the agreed sum of THIRTY THOUSAND and NO/100 DOLLARS (\$30,000.00) (hereinafter the "Purchase Price") for Trustee to hold during the pendency of obtaining Bankruptcy Court approval of the Contract and the transaction contemplated herein, subject to the further terms and conditions stated herein and in the necessary motions and orders to be filed in the Bankruptcy Case;

WHEREAS, the County has control over and use of the Medical Equipment in the interim period pursuant to the authorization of Trustee;

WHEREAS, County is authorized and has the power under applicable law to enter into this Contract, and to carry out its obligations thereunder and the transactions contemplated thereby; and

WHEREAS, the authorization and execution of this Contract and all other proceedings of County relating to the transaction contemplated thereby have been or will be performed in accordance with all applicable open meetings, public records, public bidding, and all other laws, rules and regulations of the State of North Carolina, if and when applicable.

NOW THEREFORE, in consideration for the mutual promises and covenants contained herein, the Purchase Price, and other good and valuable consideration, the receipt of which is hereby acknowledged, Trustee and County agree as follows:

1. The validity, force and effect of this Contract shall be subject to and conditioned upon the approval, after notice and opportunity for hearing, of the Bankruptcy Court, and is not binding upon or enforceable against the parties until a final order approving the sale of the Medical Equipment free and clear of all liens, encumbrances, secured claims and competing interests in said Medical Equipment under 11 U.S.C. § 363. Upon Bankruptcy Court approval, all liens, encumbrances, secured claims and competing interests in said Medical Equipment shall transfer to the net sale proceeds.

2. Within ten (10) business days of the execution of this Contract, Trustee shall move the Bankruptcy Court for an order approving the above-mentioned sale under 11 U.S.C. § 363. In the event the Court does not approve said sale, the terms and conditions of this Contract, and any obligations and covenants made herein, shall be null and void, and County shall be obligated to the Bankruptcy Estate in the amount of ONE THOUSAND and NO/100 DOLLARS (\$1,000.00) (hereinafter the "Rental Amount") for the agreed-upon rental value of the Medical Equipment used by County during each month of the "Rental Period", being the period from the date Debtor declared bankruptcy to the date the Court enters an Order denying the sale of the Medical Equipment, or any other event which bars, eliminates, or otherwise frustrates the intentions of the Parties to transfer the Medical Equipment. The Rental Amount shall be prorated for any partial month included in the Rental Period.

3. Upon Court approval and entry of a Final Order docketed in the above-reference action, Trustee shall release the Purchase Price from escrow and transfer the same into the Bankruptcy Estate. The Purchase Price shall be allocated as follows: \$15,500 for the Ambulances and \$14,500 for the Medical Supplies. Further, Trustee shall execute such bills of sale and vehicle title transfer documents as may be prepared or presented to him by County, subject to Trustee's reasonable approval as to the terms thereof, and reasonably required to affect the transfer of the Medical Equipment to County. The Trustee does not presently have the certificates of title for the Ambulances, so it will be incumbent upon County to obtain any replacement certificates of title if the originals cannot be located. The Trustee agrees to cooperate in a reasonable manner to aid County in obtaining the titles, including such turnover motions or other requests for court orders as may be reasonably necessary. The Purchase Price shall not be released until proper original or replacement certificates of title are obtained to the reasonable satisfaction of County, provided that the County acts promptly and in good faith to obtain proper title certification.

4. Pending Bankruptcy Court approval of the Transaction, the Trustee agrees to hold the Purchase Price funds in trust in the case account and act at all times as an escrow agent of the Purchase Price for the purposes of this transaction. He understands and assumes all rights, obligations, and liabilities as Escrow Agent under and pursuant to this Contract.

5. County agrees to keep the Medical Equipment insured and maintain liability insurance for the sum of \$2,000,000 during the pendency of the sale, and agrees to hold the Bankruptcy Estate harmless for any loss, liability, or damages caused by the County's operation of the Medical Equipment pending the sale. Trustee shall be named as a primary loss payee in his capacity as a Chapter 7 bankruptcy trustee in the event an insurance claim is made in connection with use, misuse, damage, or performance of the Medical Equipment or liability incurred in the use thereof.

6. The County has had an adequate opportunity to inspect the Medical Equipment including the vehicles and the Trustee makes no representation or warranty as to the nature or extent of the interest of the Trustee therein including the year, make or model of any of the vehicles, the VIN being determinative.

7. It is explicitly agreed that no term of this Contract shall prejudice or affect County's claim against neither Debtor and/or its affiliates in the above-referenced action nor any defenses of the Bankruptcy Estate thereto, such matters being reserved for determination within the Bankruptcy Case under its normal progression.

8. This Contract is made in and shall be construed under the laws of the State of North Carolina. Venue and jurisdiction to interpret and enforce the terms thereof between the parties shall be deemed placed exclusively with the Bankruptcy Court.

9. This Contract is the entire agreement between the parties. There are no terms or conditions to this Contract which are not expressly set forth herein. This Contract may not be amended except by a written document signed by a duly authorized official of each party.

However, to the extent the terms of this Contract may differ with the Final Order, the terms of the Final Order shall control.

10. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which counterparts, when so executed and delivered (including by facsimile transmission), shall be deemed an original, and all of which counterparts, taken together, shall constitute one and the same Agreement.

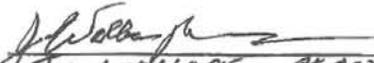
11. This Contract shall be binding upon the assigns and successors in interest of the parties. The County may assign its rights under the Contract to such division or entity as may be appropriate in its discretion.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Contract as of this the day and year first above written.

 Ch. 7 Trustee

Algernon L. Butler, III
Chapter 7 Trustee for Coastline Care, Inc., Debtor
BUTLER & BUTLER, L.L.P.
111 North Fifth Avenue
Wilmington, NC 28401
Telephone: (910) 762-1908
Facsimile: (910) 762-9441

COUNTY OF BERTIE, NORTH CAROLINA:

By: 
Name: J. WALLACE PERRY
Title: CHAIRMAN, COUNTY COMM.

The Board also discussed the titles of the ambulance vehicles, as well as the slated timeframe for more information to be available from the billing agency regarding Medicare/Medicaid reimbursement.

Emergency Services Director Cooper then gave the floor to Interim Emergency Medical Services Director Matt Leicester to present a report about the current EMS response times.

Mr. Leicester presented the Board with a detailed report entailing the last 3 months of response and chute times for EMS. In December 2013, EMS responded to 273 calls. The report stated that 95% of those 273 calls had a response time of less than 20 minutes.

He also provided the Board with a summary of calls for October 1, 2013 to December 31, 2013. There were a total of 804 calls in that time frame. The average response time was 10.69 minutes. The average chute time was 84.08 seconds. The percentage of calls answered in less than 20 minutes was 94%.

Commissioner Wesson state that the County had made history with the response to the First Med bankruptcy, and that all County employees involved work seamlessly to make the EMS transition as smooth as possible.

The Board commended the EMS staff as well as Mr. Leicester for continuing to provide the highest quality care to the citizens of Bertie County.

Audit presentation for FY ending June 2013 by Jeff Best

Mr. Jeff Best, CPA with the firm of Carr Riggs & Ingram, was introduced by Chairman Perry, and asked to present the most recent audit for Bertie County.

Mr. Best explained that the audit report for the fiscal year ending June 30, 2013 was very positive for Bertie County and that his firm has issued an “unqualified opinion” letter which states that the financial statements of the governmental and business type activities reflected in this report present fairly, in all material respects, the financial position of the County in accordance with accounting principles generally accepted in the United States of America.

Mr. Best reported to the Board that the audit for the FY 2012-2013 was good news, and positive in all aspects. Of significant note, Mr. Best highlighted the County’s effort to refinance the USDA debt for Water Districts I,II,III, and IV which produced a net savings to the County of \$2.49 million and is reflected as \$11.77 million in limited obligation financing in the report.

In addition, Mr. Best mentioned the construction in progress for the new Bertie high school and the debt obligation for that project.

Exhibit 3 in the report reflected an unassigned fund balance of \$6,012,151 which is 30.95 percent of the General Fund expenditures of \$19,421,974 which is reflected on Exhibit 4 on page 22 and was noted by Mr. Best as a very positive indicator for the County. Exhibit 5 on page 24 was also noted by Mr. Best which reflected a positive net change for the General Fund of \$535,628 at June 30, 2013.

Mr. Best also noted the total net assets for the Water Districts of \$28.4 million on page 40 of the audit report.

During the discussion with the Board, Commissioner Trent asked Mr. Best about the notes to the financial statements beginning on page 43 regarding the post employment healthcare benefits for retirees, and the unfunded actuarial accrued liability of \$8,129,891 which was reported on page 45. It was agreed that Mr. Best would return for the Board's upcoming planning retreat and have a detailed discussion of this matter with the Board.

Chairman Perry thanked Mr. Best for his presentation and extended gratitude for the positive report on the County's financial condition.

Before leaving, the County Manager asked Mr. Best to briefly review his firm's efforts on behalf of the South Windsor Water Association transition to the County.

Mr. Best outlined for the Board his proposed procedures for confirmation of the cash, receivables, accounts payable and fixed assets as of the Association's most recent audit. Mr. Best reported that a formal proposal for these services would be forthcoming very soon.

BOARD APPOINTMENTS

There were no Board Appointments. The Board reviewed their latest advertisement on current Board vacancies.

CONSENT AGENDA

Commissioner Harrell made a **MOTION** to approve all minutes listed between 12-2-13 and 12-18-13. Vice Chairman Smith **SECONDED** the motion. The motion passed unanimously.

County Manager Sauer recommended that the Board approve the Register of Deeds Fees Reports for both November and December of 2013.

Vice Chairman Smith made a **MOTION** to approve the Register of Deeds Fees Reports for Both November and December of 2013 as recommended by the County Manager. Commissioner Wesson **SECONDED** the motion. The motion passed unanimously.

DISCUSSION AGENDA

South Windsor Water Association transitional documents

County Attorney Smith presented the Board with a draft, potential transitional document regarding the South Windsor Water Association.

Multi-agency Lease Agreement for DRC building

County Attorney Smith presented the Board with the draft of a potential list for those entities interested in occupying space within the DRC building.

After some discussion, the Board decided to revisit the topic at their Planning Retreat.

Economic Development – grant options

Economic Development Steve Biggs informed the Board of two current grant opportunities. One grant, if received, could allow the County to aid a small business owner in their start-up costs while establishing a business here in the County.

The other grant, if received, would provide funding for a water access ramp on the Bertie County side of the Chowan River.

The Board came to a consensus that Mr. Biggs should pursue these grant opportunities.

Mid-East Commission – Interlocal Agreement & financial requests

The Board discussed the possibility of assisting Mid-East Commission with the construction financing for a new building in Washington or Beaufort County.

After a lengthy discussion, Commissioner Trent made a **MOTION** to reject Mid-East Commission's Interlocal Agreement and financial requests. Commissioner Wesson **SECONDED** the motion. The motion passed unanimously.

January 16/17, 2014 – Planning Retreat

County Manager Sauer reminded the Board of their upcoming Planning Retreat at the Roanoke Cashie River Center on Thursday, January 16 and Friday, January 17.

County Attorney Smith mentioned that the contract between Green Engineering and the County should be stated between Green Engineering and the Water Districts.

Meeting Locations for Regular Commissioners Meetings 2014

The Board discussed additional locations in which told communities meetings in 2014.

The Board will finalize their schedule at their Planning Retreat.

ABC Board Letter from Miles Davis

The Board reviewed a letter submitted by ABC Board Chairman Miles Davis regarding a profit for FY 2012-2013. The letter requested that the revenue amount of \$10,000 be placed in to the County's general fund.

Commissioner Harrell made a **MOTION** to receive these funds as revenue for the general fund. Commissioner Trent and Wesson **SECONDED** the motion. The motion passed unanimously.

COMMISSISONERS' REPORTS

Commissioner Wesson reported that Albemarle Regional Health Services was looking to fund a program geared towards better parenting. Mr. Wesson mentioned that the organization was looking to partner with neighboring organizations with similar goals in mind. Currently, Albemarle Regional Health Services is present in 3 different counties.

Commissioner Harrell had no report at this time.

Chairman Perry and Vice Chairman Smith had no reports at this time.

Commissioner Trent informed the Board that the Kelford Nutrition Site was now open, and that a check presentation took place right before this meeting began. Mr. Trent stated that the event was a big success even though the host building did not have heat at the time. He also mentioned that at least a dozen citizens were expected to come out and receive food assistance from the site by lunchtime.

COUNTY MANAGER'S REPORTS

County Manager Sauer inquired about whether or not the Board would want to hold their next regularly scheduled meeting on January 21, 2014. The Board would have just met the Thursday and Friday prior at their Planning Retreat.

County Manager Sauer also stated that an agenda would have to be prepared during the time of the Retreat if they were to still hold the January 21 meeting.

Vice Chairman Smith made a **MOTION** to cancel the January 21, 2014 meeting in lieu of the Planning Retreat on January 16-17, 2014. Commissioner Wesson **SECONDED** the motion. The motion passed unanimously.

County Manager Sauer also recommended that the Board go into Closed Session pursuant to N.C.G.S. § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of employment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

COUNTY ATTORNEY'S REPORTS

County Attorney Smith also requested that the Board go into Closed Session pursuant to N.C.G.S. § 143-318.11(a)(3) to go into closed session to consult with the County Attorney in order to preserve the attorney-client privilege that exists between the attorney and this public body.

PUBLIC COMMENTS CONTINUED

There were no Public Comments in this section.

CLOSED SESSION

Commissioner Wesson made a **MOTION** to go into Closed Session pursuant N.C.G.S. § 143-318.11(a)(6) and N.C.G.S. § 143-318.11(a)(3). Commissioner Trent **SECONDED** the motion. The motion passed unanimously.

The Board shifts into Closed Session.

Vice Chairman Smith made a **MOTION** to return to Open Session. Commissioner Harrell **SECONDED** the motion. The motion passed unanimously.

The Board shifts back into Open Session.

The Board had no further discussion at this time.

RECESS

Chairman Perry recessed the meeting until 9:00am on Thursday, January 16 at the Roanoke Cashie River Center.

J. Wallace Perry, Chairman

Sarah Seredni, Clerk to the Board

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2014 Planning Meeting
Minutes, Part 1
January 16th – 17th 2014

Chairman Perry reconvened the January 7, 2014 regular meeting of the Bertie County Board of Commissioners on January 16, 2014 at 9:00am. The meeting reconvened for its first 2014-2015 planning retreat. The meeting was held in Windsor, NC at the Roanoke Cashie River Center located at 112 West Water Street. The following members were present or absent:

Present: J. Wallace Perry, Chairman
Charles L. Smith, Vice Chairman
Rick Harrell
John Trent
Ronald “Ron” Wesson

Absent: None

Staff Present: County Manager Scott Sauer
Clerk to the Board Sarah M. Seredni
Finance Director William Roberson
County Attorney Lloyd Smith

Guest Presenters: Emergency Services Director Mitch Cooper
Emergency Management Services Consultant David Clary
Interim Emergency Medical Services Director Matt Leicester
Carr, Riggs & Ingram Jeff Best
Leo Green, III. Green Engineering
Rodney Tart Green Engineering

In advance of the Retreat, the Board received the following documents for review:

- Proposed Agenda
- Article 46 – Local Option Sales Tax 2012 revenue projection (\$166,992)
- Referendum on solid waste options requiring State legislation
- Vehicle tax listing summary for existing ambulance providers in the County
- N.C.G.S. § 153A-250 regarding ambulance services and franchise options
- Green Engineering Cover Letter & Proposed contract for water system evaluation

During the Retreat, the Board received the following items for review:

- Copy of Bertie Ledger Advance paid advertisement dated 9/4/13 (p.A6)
- Financial Summary of the general fund and water district funds
- Historical trend information (sales tax, landfill host fees, and property tax burden)
- Color map (population growth projections) with demographic data attached

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- North Carolina counties ranked by land area
- School current expense data & school academic performance report
- Emergency Management Services Consultant David Clary(two handouts)
- AQUA water system strategic options (working draft)
- Management staff classifications
- Day Reporting Center space allocation
- North Carolina Justice Reinvestment Implementation Plan
- Senior Center facility use policy
- OPEB excerpts from the June 2013 audit
- State summary of Retiree Medical Benefits
- Auditor Jeff Best handout of OPEB, actuarial analysis, and trial balance for 6-30-13
- Land area charts (bar graphs)
- Carr, Riggs & Ingram – Auditor Jeff Best
 - One page summary of state retirement & medical benefits
 - Excerpts from the 2013 audit related to Other Post Employment benefits
 - Actuarial information
- DRC layout for potential renters
- Senior Center handout/policies

Chairman Perry reconvened the meeting.

Commissioner Wesson gave the Invocation and Pledge of Allegiance.

Midyear Financial Review

The County Manager reviewed the financial summary report and supporting documents with the Board, noting that the audit for the fiscal year ended June 30, 2013 has been approved with favorable indicators in all aspects of the report.

Discussion of “State of the County” report to the citizens

The Board discussed the possibility of presenting a State of the County report to the citizens of the County regarding the latest audit, and other current matters. The Commissioners also discussed the possibility of other publications being developed and distributed on a regular basis that inform the citizens of County’s various projects.

Voter Referendum for Article 46 local option sales tax (1/4 of one percent) on the May 2014 primary ballot

The Board discussed putting a local option sales tax on the May 2014 ballot. If approved by the voters, the estimated annual income is \$166,992 or the equivalent of 1.4 cents on the tax rate.

Commissioner Harrell introduced a **MOTION** for the proposed Article 46 local option sales tax (1/4 percent) on the May 2014 primary ballot. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

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Curbside Solid Waste & Recycling project status

The Board discussed the extension of the current waste contract for the convenience sites as well as the possibility of implementing the Curbside Solid Waste & Recycling program. The Board also discussed the procedure for a voter referendum on the November 2014 ballot.

County Attorney Smith advised that referendums are not usually granted by the legislature in the State of North Carolina and that the current bid submitted in response to the Request for Proposals from Waste Industries had already expired. He advised that if the Board were to still consider curbside services from Waste Industries that a new RFP would need to be submitted. County Attorney Smith also reminded the Board that they are currently operating on a month to month basis without a contract in place to keep the current convenience sites open.

After a lengthy discussion, Commissioner Harrell introduced a **MOTION** for the Board to direct the County Manager to negotiate an extension of the current contract with Waste Industries for the convenience sites to remain open for an additional period of 12 months. Commissioner Wesson and Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

Emergency Medical Services (transition to County operated Paramedic program)

Staff present for this section included Emergency Services Director Mitch Cooper and Interim Emergency Medical Services Director Matt Leicester. Emergency Medical Services Consultant David Clary was also present to give a detailed presentation regarding the County's next steps in the EMS transitional process.

Mr. Clary's financial analysis of the County's current Paramedic EMS system projected an operating deficit of between \$813,577 and \$1,138,280 annually, which could be remedied with the establishment of County operated non-emergency transport services for movement of patients between facilities both locally and regionally.

Mr. Clary advised the Board regarding EMS pay schedules, overtime and benefits, operating expenses and capital outlay recommendations. The County Manager noted that the implementation of non-emergency transport services would entail additional full time and part time staff, depending on the schedule enacted by the Board. Mitch Cooper will bring additional data to the Board in the next few weeks.

After some discussion, the Board agreed that a bi-weekly pay schedule would be most effective for County staff, including newly hired EMS personnel.

Commissioner Wesson introduced a **MOTION** for the County to pay employees on a bi-weekly, 26 pay periods basis versus a once per month pay frequency. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously. Staff are to begin work on this transition and report back to the Board with an implementation plan as quickly as possible.

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Emergency Services Director Mitch Cooper informed the Board that the County may see the initial reimbursement for Medicare as early as February 1, 2014.

The Board then discussed the option of non-emergency transport and also a potential agreement with other community stakeholder such as hospitals and nursing homes who may be in need of these services.

Water System Analysis and Evaluation

Members of Green Engineering presented the Board with an agreement for professional engineering services between Bertie County's Water Districts and Green Engineering. The Board discussed the proposed agreement and asked questions as needed.

Chairman Perry suggested amended language in the proposed contract regarding additional services performed by the engineer, be "pre-approved by the county manager in writing."

Commissioner Wesson introduced a **MOTION** to approve the agreement with changes. Commissioner Harrell **SECONDED** the motion. The **MOTION PASSED** unanimously.

There was also discussion regarding some initial cost savings opportunities related to monthly telephone charges within the current water district structure. There was also discussion about the need to research county files regarding the Innsbrook project, now operating as Scotch Hall Preserve.

Commissioner Trent also noted that the Green Engineering team should review the non-residential water connection check list developed by the Board in recent months.

The County Manager reviewed the latest AQUA water system proposals and provided the Board with a working draft of AQUA's presentation. By consensus of the Board, it was agreed to put this matter aside indefinitely.

The County Manger updated the Board on the Black Rock subdivision water line construction which has been delayed until February due to wet weather.

County Attorney Smith reported to the Board that he had checked out the Green Engineering firm and had received positive reports. He also noted that there had been a lack of progress on the efforts by McDavid and Associates to resolve their claim for expenses.

Legal Updates

County Attorney Lloyd Smith requested that the Board go into Closed Session pursuant to N.C.G.S. 143-318.11 (a) (3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

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Commissioner Trent introduced a **MOTION** for the Board to go into Closed Session pursuant to N.C.G.S. 143-318 (a)(3). Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

Commissioner Trent introduced a **MOTION** for the Board to return to Open Session. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Board returned to its consideration of the Paramedic EMS program discussed the non-emergency transport component of Mr. Clary's presentation. The County Attorney advised the Board that the County has a compelling public interest in taking steps to provide a long term, financially sound EMS Paramedic program and non-emergency transport service for the citizens of Bertie County. After much discussion, Commissioner Trent suggested that we need to direct our County Attorney to review the existing ambulance transport ordinance, so that we can evaluate the best approach to get up and running as soon as possible.

Vice Chairman Smith introduced a **MOTION** for the County to maintain the current County-wide Paramedic EMS system and to add non-emergency transport services. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Board also discussed a pay increase for Emergency Services Director Mitch Cooper, as recommended by the County Manager.

Commissioner Trent introduced a **MOTION** to approve a pay increase for Emergency Services Director Mitch Cooper. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

County Attorney Smith also advised the Board regarding Child Support Enforcement and a request for contract renewal by the vendor Young Williams.

Commissioner Wesson introduced a **MOTION** to renew the contract with Young Williams regarding Child Support Enforcement. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

County Attorney Lloyd Smith informed the Board that the transitional documents for the South Windsor Water Association were not yet ready to be signed. Additionally, the County Manager noted that the financial information from South Windsor Water Association is currently under review by the County's CPA Jeff Best.

County Attorney Smith also addressed the current ownership regarding the property of the new high school. Mr. Smith advised the Board that the school does not specifically owned by the County, but that there is a possibility with a line item direction budget that could the County more leverage in administrative decisions.

County Manager Sauer also informed the Board that he had met with Superintendent White regarding her request of additional funding for various areas of the new high school, as well as for improvements on the school system's bus garage. A request for funding was also made on

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behalf of the middle school to install security cameras in the building. Mr. Sauer also stated that he had provided the Superintendent with a copy of the County's audit, and that once it was available, he requested that the Board of Education's audit be submitted to the Board.

The Board recessed the meeting until 9:00am on January 17, 2014 at the Roanoke Cashie River Center.

Minutes, Part 2
January 16th – 17th 2014

Chairman Perry reconvened the January 7, 2014 regular meeting of the Bertie County Board of Commissioners on January 16, 2014 at 9:00am. The meeting reconvened for its first 2014-2015 planning retreat. The meeting was held in Windsor, NC at the Roanoke Cashie River Center located at 112 West Water Street. The following members were present or absent:

Present: J. Wallace Perry, Chairman
Charles L. Smith, Vice Chairman
Rick Harrell
John Trent
Ronald "Ron" Wesson

Absent: None

Staff Present: County Manager Scott Sauer
Clerk to the Board Sarah M. Seredni
Finance Director William Roberson
Assistant County Attorney Jonathan Huddleston

Guest Presenters: Carr, Riggs & Ingram Auditor Jeff Best
Chief Probation Officer Lori Greene
Council on Aging Venita Thompson
Economic Developer Steve Biggs

Chairman Perry reconvened the meeting.

Commissioner Harrell gave the Invocation.

At the beginning of the morning session, County Manager Sauer presented the Board with various handouts, and worksheets depicting the amount of money spent per student in Bertie County in comparison to other counties in the State.

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Discussion with Auditor

The Board heard a presentation from County auditor Jeff Best regarding the fiscal year ending June 30, 2013.

The Board and Mr. Best also discussed the actuarial valuation of the post employment healthcare plan of Bertie County via phone call with Todd Green.

Discussion ensued regarding the current healthcare rate liability and about other possible options for employee retirement and health care benefits.

Commissioners agreed to consult the North Carolina Local Government Commission, the Association of County Commissioners and the UNC School of Government for advice on this matter.

The Board also recommended that Finance Officer William Roberson bring forward an actuarial study proposal for consideration by the Board as soon as possible.

Jeff Best also indicated that his firm would be submitting a proposed contract for services for the next annual audit for the Board to consider in the near future.

Review of Potential DRC facility lease occupants

Chief Probation Officer Lori Greene provided the Board with an update regarding the various organizations interested in occupying space in the DRC building as well as potential rental rates.

After some discussion, the Board reached consensus to brain storm two possible rental rates for both for-profit and non-profit entities interested in the space.

Review Senior Center Facility Use Policy

Department of Aging Venita Thompson informed the Board of some current issues that have arisen in regards to the Senior Center Use Policy.

At some recent events, there have been problems regarding the cleaning of the facility between uses.

The Board discussed options to address this issue including a possible security deposit to be expended if the building suffers damage, and also that a part-time custodian could be hired to ensure the facility is clean before the next use.

A security deposit of \$50 was suggested along with the \$100 rental fee. The security deposit would be returned to the renter if no damage or housekeeping is needed.

Economic Development

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Economic Developer Steve Biggs informed the Board that the Economic Development Commissioner had met to discuss the four business clusters that the Board established at its October 2013 Planning Retreat.

Mr. Biggs also stated that an Executive Producer from UNC-TV had visited the area and may possibly return to film a special about the County.

The Board was also updated on the Scotch Hall waterfront development, Southern Bank closings in Bertie County, and the SunEnergy solar farm.

Mr. Biggs also informed the Board of two potential grant opportunities, and his efforts to secure funds to advance the consultant study previously discussed with the Board.

Mr. Biggs also briefly reviewed several other projects related to landfill methane gas production for electricity, additional solar projects under development, the transition from Kerr Drug to Walgreens in Windsor, and the possibility of a new indoor shooting range as a new business venture in Windsor.

Commissioner Wesson requested that the Board go into Closed Session pursuant to N.C.G.S. 143-318.11 (a)(4).

Vice Chairman Smith introduced a **MOTION** for the Board to go into Closed Session pursuant to N.C.G.S. 143-318.11 (a)(4). Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

Commissioner Harrell introduced a **MOTION** for the Board to return to Open Session. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

Other Pending Items

County Manager Sauer informed the Board that he was approached by David Thompson, Chairman of the Democratic Party. Chairman Thompson was concerned about the Board holding Commissioners meetings in any type of church environment including Fellowship Halls.

The Board came to a consensus that churches would no longer be appropriate locations for Board of Commissioners meetings.

County Manager Sauer gauged the Board about their comfort levels regarding tablet technology and inquired about their readiness to go paperless at the next meeting.

The Board agreed that they were ready to go paperless but stated that they would prefer a Data Center employee available at the meeting in case issues arise.

County Manager Sauer reported to the Board that the Planning Department and the Planning Board were prepared to bring forth a new Manufactured Mobile Home Park Ordinance which was suggested by the County Attorney at the October 2013 retreat.

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The Board briefly discussed its concerns with the proposed Mid- East Commission's Interlocal Agreement for financing of new administrative offices in Beaufort County.

County Manager Sauer inquired about a possible Resolution honoring retired Clerk of Court John C. Tyler. Consensus was reached by the Board to draft a Resolution that would honor Mr. Tyler's service to the County.

County Manager Sauer also informed the Board that a Budget Amendment would be needed in the near future regarding attorney fees.

County Manager Sauer encouraged the Board to allow Emergency Services Director Mitch Cooper to have an opportunity to review the County's Emergency Operations Plan with the Board, in order to re-familiarize them with the various details and options.

County Manager Sauer followed up on the EMS discussion from the previous day and recommended classification and grade changes for the new EMS Director position and the Emergency Services Director as follows: EMS Director Grade 76 and Emergency Services Director Grade 77.

FY 2014-2015 Budget Planning – choose date for next work session

County Manager Sauer recommended that the Board hold a brief Budget Planning Session with the Department Heads in order to begin this year's budget process. The Board agreed and asked Mr. Sauer to recommend potential dates for a Budget Planning Session to take place.

Assistant County Attorney Jonathan Huddleston reviewed the proposed land transfer for the Hexlena/Mitchell I voting precinct to an adjoining property owner with several deed stipulations required for the transaction, and by consensus the Board agreed to proceed with the steps outlined by Mr. Huddleston.

The Chairman declared that the Board would be in recess until 5:00 p.m. on October 10th when the Board would reconvene in its meeting room at 106 Dundee Street.

J. Wallace Perry, Chairman

Sarah Seredni, Clerk to the Board

Windsor, North Carolina
February 3, 2014
Regular Meeting

The Bertie County Board of Commissioners met for their regularly scheduled meeting at 10:00AM in the Commissioners Room located at 106 Dundee Street Windsor, NC. The following members were present or absent:

Present: J. Wallace Perry, Chairman
Charles L. Smith, Vice-Chairman
John Trent
Ronald "Ron" Wesson
Rick Harrell

Absent: None

Staff Present: County Manager Scott Sauer
Clerk to the Board Sarah Seredni
Assistant County Attorney Jonathan Huddleston
Planning Developer Traci White
Nuisance Abatement Officer Barry Anderson
Information Systems Administrator Scott Pierce
Network Administrator Joe Wilkes
Finance Director William Roberson
Sheriff John Holley
Detective Sergeant Ed Pittman
Cooperative Extension Department Head Richard Rhodes

Media members present included Thadd White of the Bertie Ledger-Advance, and Gene Motley of the Roanoke-Chowan News Herald.

Other staff members present for a portion of the meeting included: Emergency Services Director Mitch Cooper, and Maintenance Director Anthony Rascoe.

Chairman Perry opened the meeting, and thanked all of those present for their attendance.

INVOCATION AND PLEDGE OF ALLEGIANCE

Commissioner Wesson gave the Invocation and Pledge of Allegiance.

PUBLIC COMMENTS

There were no Public Comments.

APPOINTMENTS

February 2014 American Heart Month Proclamation presentation by Lisa Spry of Albemarle Regional Health Services (ARHS), Tiffany Wiggins of The Power of U, and Lisa Phillips of the Community Transformation Grant Project.

Lisa Spry of Albemarle Regional Health Services gave a presentation to the Board about the prevalence of Heart Disease in the County.

According to results from the Bertie County Community Health Assessments conducted in 2009-2011, Caucasian males ranked highest in amount of Heart Disease cases. African American males are the second highest group suffering from Heart Disease in the County.

Ms. Spry stated that her goal is to inform, educate, and work to prevent additional Heart Disease in the County.

Tiffany Wiggins of The Power of U also presented to the Board regarding the importance of tobacco free school campuses, and presented pictorial evidence to the Board that this policy was not being enforced at a local area school.

Ms. Wiggins also informed the Board of various campaigns that had been conducted in County schools promoting students to stay tobacco free.

Lisa Phillips of the Communities Transformation Grant (CTG) Project informed the Board of the project's initiative to increase the number of smoke free buildings in the County. She stated that Bertie County resides in Region 9 which encompasses a total of 15 counties. Region 9 also included 7 Health Departments.

Ms. Phillips showed pictures of various advertising campaigns including billboards, sandwich boards, and other items currently being used in other counties throughout the Region.

In closing, Ms. Spry, Ms. Wiggins, and Ms. Phillips requested that the Board adopt a proclamation which would deem February 2014 American Heart Month in Bertie County.

Commissioner Trent made a **MOTION** to adopt the proclamation deeming February 2014 American Heart Month in Bertie County. Vice Chairman Smith **SECONDED** the motion. The motion passed unanimously.

The proclamation reads as follows:



A PROCLAMATION DECLARING FEBRUARY 2014 AS AMERICAN HEART MONTH IN BERTIE COUNTY

WHEREAS, February 2014 is American Heart Month; and

WHEREAS, every 39 seconds someone in the United States dies from heart disease; and

WHEREAS, in Bertie County the overall heart disease mortality rate is higher than the Regional and State rate¹; and

WHEREAS, heart disease is the number one cause of death for both men and women in the United States claiming approximately 1 million lives annually and the second leading cause of death in Bertie County; and

WHEREAS, women account for just over half of the total heart disease deaths in the United States each year; and

WHEREAS, heart disease and stroke are among the most widespread and costly health problems facing the nation today, accounting for more than \$312.6 billion in health care expenditures and lost productivity annually in 2011²; and

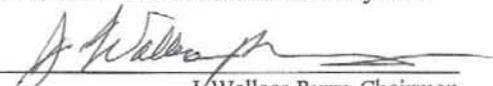
WHEREAS, heart disease has been the cause for a high rate of hospitalization among Bertie County residents, a rate significantly higher than the comparable state and regional averages³; and

WHEREAS, smoking, high blood pressure, and high LDL cholesterol are key risk factors for heart disease; and

WHEREAS, not smoking, a healthy diet, and physical activity are the best weapons to fight heart disease.

NOW, THEREFORE, we the Bertie County Board of Commissioners do hereby proclaim the County's support of the month of February 2014 as American Heart Month.

The American Heart Month presents us all with the opportunity to renew our commitment to the health and safety of all Bertie County citizens.


J. Wallace Perry, Chairman
Bertie County Board of Commissioners


Sarah Sereдни, Clerk to the Board

¹ NC State Center for Health Statistics, County Health Data Book (2013), Mortality, 2007-2011 Race-Specific and Sex-Specific Age-Adjusted Death Rates by County; <http://www.schs.state.nc.us/SCHS/data/databook/>.

² National Center for Chronic Disease Prevention and Health Promotion, Division for Heart Disease and Stroke Prevention

³ Source: NC State Center for Health Statistics, County-level Data, County Health Data Books (2007-2013), Morbidity, Inpatient Hospital Utilization and Charges by Principal Diagnosis and County of Residence; <http://www.schs.state.nc.us/SCHS/data/databook/>.

2013-2014 CSBG Anti-Poverty Work Plan presentation by Sallie Surface, Executive Director of Choanoke Area Development Association (CADA)

Sallie Surface, Executive Director of CADA, was present to request feedback from the Board regarding CADA's proposed CSBG Anti-Poverty Work Plan for FY 2014-2014.

The application discussed the reasons that CADA is in need of additional funding, and the current conditions in Bertie County regarding unemployment, literacy, limited funding, and lack of various local resources.

A copy of the application that CADA intends to submit was intended to be included in a full packet to the Board, but due to inclement weather, a full packet was not able to be completed prior to this meeting.

The Board requested that the Clerk to the Board, Sarah Seredni, provide electronic copies of the application document to the Board as soon as possible.

At that time, the Board would complete the required affidavit in order for CADA to submit their application to the Office of Economic Opportunity (OEO).

Planning Department Overview presentation by Planning Director Traci White and Nuisance Abatement Officer Barry Anderson

The Board heard a presentation from Planning Director Traci White and Nuisance Abatement Officer Barry Anderson regarding the current standings of various Planning Department sectors.

Ms. White first presented a report detailing the amount of permits and inspections that had been completed between January and December of 2013.

The report showed that there had been a total of 745 permits issued to individuals in the County during the year of 2013. It also depicted that there had been a total of 920 inspections completed in the County during the same time period.

The permit and completed inspection types included: manufactured homes, Home Owners Recovery Fund, plumbing, mechanical (HVAC), electrical, energy (insulation), fire, and gas.

Nuisance Abatement Officer Barry Anderson then presented a report to the Board regarding litter control and enforcement, as well as junkyard & motor vehicle control, and enforcement.

Mr. Anderson's report stated that in 2013, 120 State inmates collected a total of 2,809 bags of litter.

The Board inquired about other potential opportunities for volunteers, as well as other programs, that could assist with additional litter pick up services.

Commissioner Harrell stated that Perdue does an annual litter pick up event in the area and requested that results from those events to be included in future reports.

Other Board members suggested that Mr. Anderson be in contact with local churches and other organizations that could also be of assistance with this initiative.

In regards to junkyard & motor vehicle control, Mr. Andersons' report stated that there was a total of 18 warning letters sent to County residents regarding non-compliance with the current ordinance. As of the reports creation, 16 of those 18 individuals have become compliant with the ordinance.

Mr. Anderson also presented photographs depicting the type of damage that is inflicted in regards to litter and junkyard & motor vehicle control.

Ms. White then updated the Board regarding the Manufactured Home Park Ordinance, and stated that the agreement was ready for posting in preparation for the approval process.

Ms. White also mentioned a project at Seymour Air Force Base joint land use study and that she would be looking into the project for further information that could be presented to the Board at a later date.

BOARD APPOINTMENTS

Board appointments for the Economic Development Commission Board were tabled until a later meeting. Due to inclement weather, the Clerk to the Board Sarah Sereдни was unable to provide a full agenda to the Board in preparation for this meeting.

CONSENT AGENDA

Due to inclement weather, there were no minutes ready for approval at this meeting.

County Manager Sauer recommended that the Board approve an amendment to the contract between the County and Waste Industries, LLC to extend the life of the County convenience sites for a period of 12 months ending on June 30, 2015.

Commissioner Wesson made a **MOTION** to approve an amendment to the contract between the County and Waste Industries, LLC to extend the life of the County convenience sites for a period of 12 months ending on June 30, 2015. Vice Chairman Smith **SECONDED** the motion. The motion passed unanimously.

Due to inclement weather, the Board did not have the opportunity to read the November 2013 Tax Department Error Ledger. This matter was tabled until the next meeting.

DISCUSSION AGENDA

Dana Snow with the Roanoke-Chowan News Herald – upcoming Cross Road edition, seeking the County’s participation and advertising

Dana Snow of the Roanoke-Chowan News Herald presented the Board with an example of an advertisement that was once used by Bertie County in the Cross Road edition of the paper in years past.

Commissioner Wesson stated that this was a good opportunity for exposure, and inquired about financing this advertisement through Economic Development as it fits in well with that department’s goals.

Ms. Snow discussed the current pricing information with the Board and stated that there would be a cost per issue and that there would be a total of 4 issues released in the month of February. She recommended that the Board consider placing their advertisement in the last issues as that is typically the most popular edition.

The Board recommended that County Sauer consult with Economic Development Director, Steve Biggs, to see what size of advertisement to be included if any funding is available in either Advertising budget.

Briefing from Sheriff Holley regarding needs for enhanced patrol and investigation activity, seeking Board’s support and possible funding

Sheriff John Holley came before the Board to discuss the current string of break-ins in the western part of the County.

Mr. Holley stated that there had been a total of 37 break-ins resulting in approximately \$57,000 worth of stolen items, since November 9, 2013.

Stolen items include jewelry, firearms, flat screen televisions, gaming systems, cash, and food items.

Sheriff Holley stated that most of the break-ins have occurred in broad daylight, and that they have not currently solved any of the cases, but they are investigating possible arrests.

Sheriff Holley also stated that there is deputy in that area on a daily basis, and that just because they are not always seen, doesn’t mean they are not patrolling the area. He continued to say that if a deputy is in the area, but then dispatched elsewhere, there is not much the deputy can do but to respond to the other call.

Commissioner Trent inquired about a comment that was made to one of his constituents by a deputy after her home had been burglarized. The deputy allegedly stated that, “we [the Sheriff’s Department] know who is doing this, but there is nothing we can do about it.”

Commissioner Trent stated that those comments are not a good form of public relations, and Sheriff Holley agreed.

Sheriff Holley stated that if any complaints are received by Commissioners that they should be forwarded to him as soon as possible.

The Board discussed the current amount of deputies currently employed, and if there is still a vacant position in the Sheriff's Department.

Sheriff Holley stated that they currently had 27 deputies and that there was a current vacancy in his department, but that the lapsed salary that would be used to pay the deputy had been spent on an unemployment claim.

Commissioner Wesson stated that he understood why that money needed to be spent, but recommended that future budgets should include a percentage of unemployment within an employee's salary.

Sheriff Holley requested that the Board grant him the funding needed to place 2 deputies in the western part of the County (Roxobol, Kelford, Lewiston, Aulander areas) for a period of 2 months to investigate the series of break-in's.

The Board stated that the short term was important, but that citizens deserve long term solutions to this problem as the Board does hear similar comments from citizens in that area on a regular basis.

Commissioner Harrell made a **MOTION** for the Board to provide the necessary funding to Sheriff Holley in order to place 2 deputies in the area for a period of 2 months and upon completion, there will be another opportunity to seek a long term solution. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

Medical Examiner Vacancy

Emergency Services Director Mitch Cooper informed the Board that current Medical Examiner, Ricky White, will be resigning effective March 1, 2014.

Mr. Cooper also stated that he had been working with the County Attorney to find a course of action for the appointment of a replacement.

Assistant County Attorney Huddleston advised the Board that according to N.C.G.S. § 130A-382, the State's Chief Medical Examiner would need to appoint a new Medical Examiner to the County.

The Board inquired as to what extent of training was needed to be deemed a qualified Medical Examiner.

Current Medical Examiner Ricky White stated that you would need to take a State approved, 2-day course.

Retreat discussion and follow-up

County Manager Sauer provided the media with a summary of the Board's Planning Retreat that occurred at the Roanoke Cashie River Center on Thursday, January 16th, and Friday, January 17th.

Mr. Sauer publicly announced that the County would be advancing their current EMS system, and that the Board also approved a 26 pay period cycle. Additionally, Mr. Sauer announced that the County would pursue non-emergency transport services within the County.

Mr. Sauer also announced the extension of the current Waste Industries contract for the convenience sites, the extension of the child support enforcement contract with Young Williams, and the further discussion of the Manufactured Home Park Ordinance.

Lastly, Mr. Sauer inquired if the Board was still interested in holding all of their meetings in the Commissioners Room in Windsor, and therefore suspending the Community Meetings until a later date.

The Board was still in consensus, and stated that they would like to resume their evening Community Meetings in May of 2014.

Budget amendments (engineering agreement and legal fees)

County Manager Sauer informed the Board that as of this year to date, the County has spent a total of \$58,000 on legal fees.

Mr. Sauer estimated that an additional \$69,000 will be needed to cover the rest of the County's legal through the end of the fiscal year.

Mr. Sauer recommended that the Board be proactive about these costs and that he would be working with Finance Director William Roberson on a budget amendment that could cover the legal fees, as well as the engineering contract for a water study by Green Engineering.

The cost of the study would also be divided among the 4 water districts in the County.

Mr. Sauer stated that he would present a budget amendment to the Board at the next meeting.

Project update – Cooperative Extension progress report

County Manager Sauer introduced Cooperative Extension Department Head Richard Rhodes to update the Board on the current state of the Old Elections Building, and the future home of the Cooperative Extension office.

Mr. Rhodes stated that the building was almost completed, but that their main setback has been technology and telephone related.

County Manager Sauer informed the Board that the main factor is whether or not the new offices will be able to connect to the main County building's servers, internet, email, T1, and fiber optic network.

Commissioner Trent posed questions to the building's project manager, Anthony Rascoe, and the Board discussed what they may be able to do to get the building ready for move in.

County Manager Sauer requested that the Board agree to move additional funding over from the general fund to cover the rest of the costs involved in the building's completion.

Commissioner Wesson made a **MOTION** for additional funding to be moved from the general fund to allow the Old Election building to be completed and wired appropriately for the Cooperative Extension office to be properly connected to all County technology systems. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

Review and consider modifications to Sunenergy1 solar project ground lease as presented by the County Attorney

Assistant County Attorney Huddleston informed the Board of some potential issues with the current Sunenergy1 contract.

Mr. Huddleston stated that as of now, Weyerhaeuser Co. currently has mineral right reservations on the land of the potential solar plant site.

Sunenergy1 is a builder hired by Duke Energy, but the actual tenant of the site is Windsor Cooper Hill Solar, LLC.

Mr. Huddleston explained that if Weyerhaeuser were to execute their mineral right reservation, and happen to damage any of Duke Energy's equipment, that there should be a clause in the contract that states Bertie County would not be liable for the damages since Weyerhaeuser is considered to be the land owner.

COMMISSISONERS' REPORTS

Commissioner Wesson informed the Board of his involvement with a fully funded State program called "Early Learning Challenge, Race to the Top: the Transformation Zone."

Mr. Wesson stated that the program is fully funded to operate in Bertie County via the Albemarle Regional Health System (ARHS), and that its goal is to improve the quality of life for all children of the County. The funding is filtered from the State through Smart Start.

Mr. Wesson stated that it is a great program and that the County should be sure that the funding is used in the right places.

Mr. Wesson also informed the Board the he is a member of Windsor Development Fund. He stated that the group is in the process of approving a lease ownership option that would give a company the opportunity to open, and run, an indoor shooting facility. The building desired building is located on N. King St. in Windsor near the bridge beside the Hess gas station.

Commissioner Wesson explained that the compay was looking to spend \$175,000 on improvements for the building including sound proof walls. He stated that the County may soon have the oppportunity to offer the company a 3 year lease ownership option depending the success of the venture.

Commissioner Harrell had no report at this time.

Chairman Perry and Vice Chairman Smith had no reports at this time.

Commissioner Trent requested that the Board receive an update regarding tax collections. He also stated that he had received an update from Green Engineering regarding the water pipes in Scotch Hall, and requested that Green Engineering be present again to update the Board.

PUBLIC COMMENTS CONTINUED

Mayor Dayle Joyner Vaughan of Lewiston thanked the Board for their decision to fund 2 additional deputies to investigate the current string of home invasion in the western part of the County.

Chairman Perry interjected to hold off on additional public comments until after the County Manager's report.

COUNTY MANAGER'S REPORTS

County Manage Sauer updated the Board regarding the on-site Black Rock water line meeting. The original meeting was scheduled to take place on Friday, January 31st. Due to weather conditions, the meeting was rescheduled for Monday, February 10th, 2014 @ 8:00am. County Manager Sauer encouraged any interested Board members to attend.

Mr. Sauer also introduced Andrew Harris of Hite & Associates to update the Board on the new high school construction.

Mr. Harris stated that after meeting with the Superintendent White that the School Board would like to request additional funding of \$15,078.18 be moved from the contingency fund to cover the costs of purchasing and installing new wiring in the building.

The balance in the contingency fund is currently \$143,000.

Commissioner Wesson made a **MOTION** for additional funding of \$15,078.18 to be moved from the contingency fund to cover the purchasing and installation of new wiring in the new high school. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

The contingency funds for Bertie High School as of 1/6/14 read as follows:

2-3-14

Contingency Funds Bertie High School

Contingency Funds for Bertie High School as of 1/6/14

Original Amount in Commissioners' Budget		\$300,000.00
1 st Change Order	-110,550.90	
2 nd Change Order	-3303.20	
3 rd Change Order	<u>+6922.97</u>	
SubTotal	-106,931.13	
Transfer on 11/4/13	-50,000.00 for furniture	
Sub Total	-156,931.13	
Balance in Contingency		\$143,068.87

These funds do not include any DOT reimbursement (projected at \$50,000) nor any E-rate reimbursement (projected at \$150,000).

4 th Change order	Total Cost: \$15,078.18
	\$4,133.18 (Power Outlets)
Wire additional computer lab room 231	

Data \$10,945.00 includes a 48-port switch
@ 5,900.00

PUBLIC COMMENTS CONTINUED

Ricky White approached the Board to inform them that his decision to leave his post as Medical Examiner for the County is for health issues, and has nothing to do with his involvement in White Oak Transport.

Nick Shook of White Oak Transport posed a question to the Board regarding the purpose to the “Early Learning Challenge, Race to the Top: the Transformation Zone,” and Commissioners Wesson’s involvement with the program

Commissioner Wesson and CADA Executive Director Sallie P. Surface answered his questions as needed.

COUNTY ATTORNEY’S REPORTS

Assistant County Attorney Jonathan Huddleston had no further remarks at this time.

PUBLIC COMMENTS CONTINUED

There were no Public Comments in this section.

ADJOURN

Chairman Perry adjourned at 1:13pm.

J. Wallace Perry, Chairman

Sarah Seredni, Clerk to the Board



CRI CARR
RIGGS &
INGRAM
CPAs and Advisors

Carr, Riggs & Ingram, LLC
382 Pamlico Street
Belhaven, North Carolina 27810

Mailing Address:
P.O. Box 399
Belhaven, North Carolina 27810-0399

(252) 943-2723
(252) 943-2935 (fax)
www.cricpa.com

January 23, 2014

William Roberson, Finance Officer
Bertie County
P. O. Box 530
Windsor, NC 27983

Ladies and Gentlemen:

Enclosed, please find a copy of the contract for the audit of Bertie County for the year July 1, 2013 through June 30, 2014.

Included in the \$1,700 increase for the year is the time spent compiling, assembling and presenting the information on other Post Employment Benefit (health care benefits).

The appropriate officials should sign this contract and return to us so that we may forward to the Director of the Local Government Commission for approval.

Thank you for your help. If you have any questions, please contact us.

Cordially yours,

Carr, Riggs & Ingram, L.L.C.

Carr, Riggs & Ingram, LLC.

Enclosures

CONTRACT TO AUDIT ACCOUNTS

Of BERTIE COUNTY
Governmental Unit

On this 21st day of JANUARY, 2014, CARR, RIGGS & INGRAM, LLC
Auditor

P.O. BOX 399, 382 PAMLICO STREET
Mailing Address
BELHAVEN, N.C. 27810, hereinafter referred to as

the Auditor, and BOARD OF COMMISSIONERS OF BERTIE COUNTY, hereinafter referred
Governing Board Governmental Unit
to as the Governmental Unit, agree as follows:

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit for the period beginning JULY 1, 2013, and ending JUNE 30, 2014. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate discretely presented component units, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).
3. This contract contemplates an unqualified opinion being rendered. If financial statements are not prepared in accordance with GAAP, or the statements fail to include all disclosures required by GAAP, please provide an explanation for that departure from GAAP in an attachment.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards*, the Auditor shall provide an explanation as to why in an attachment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: OCTOBER 31, 2014. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the Secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relates to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] The process for

Contract to Audit Accounts (cont.)

BERTIE COUNTY

(Name of Governmental Unit)

invoice approval has changed. All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent through the portal at: <http://nctreasurer.slgfd.leapfile.net>. Subject line should read "Invoice - only". The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor for them to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the following fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts:

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] _____

Audit _____ \$35,884

Preparation of the annual financial statements _____ \$11,961

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. **The 75% cap for interim invoice approval for this audit contract is \$** 35,884

10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.
11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include but not be limited to the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed prior to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements are used in the preparation of official statements for debt offerings (the Auditors' opinion is not included), by municipal bond rating services, to fulfill secondary market disclosure requirements of the Securities and Exchange Commission, and other lawful purposes of the Governmental Unit, without subsequent consent of the Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless, another time frame is agreed to by the LGC.

The LGC's process for submitting contracts, audit reports and Invoices are subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

In addition, if the OSA designates certain programs to be audited as major programs, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor.
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, signed and dated by all parties and pre-audited if the change includes a change in audit fee. This document and a written explanation of the change must be submitted by email in PDF format to the Secretary of the LGC for approval. The portal address to upload your amended contract and letter of explanation documents is <http://nctreasurer.slgfd.leapfile.net> No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

Contract to Audit Accounts (cont.) BERTIE COUNTY
 (Name of Governmental Unit)

16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item 17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 23 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.
17. Special provisions should be limited. Please list any special provisions in an attachment.
18. A separate contract should not be made for each division to be audited or report to be submitted. A separate contract must be executed for each component unit which is a local government and for which a separate audit report is issued.
19. The contract must be executed, pre-audited, physically signed by all parties and submitted in PDF format including Governmental Unit and Auditor signatures to the Secretary of the LGC. The current portal address to upload your contractual documents is http://nctreasurer.slgfd.leapfile.net. Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of September 4, 2013. These instructions are subject to change. Please check the NC Treasurer's web site at www.nctreasurer.com for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. The Auditor acknowledges that any private employer transacting business in this State who employs 25 or more employees in this State must, when hiring an employee to work in the United States, use E Verify to verify the work authorization of the employee in accordance with N.C.G.S. §64 26(a). The Auditor acknowledges further that any such private employer and its subcontractors must comply with all of the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (North Carolina's E-verify law), and that such private employer has a duty under the law to ensure compliance by its subcontractors. The Auditor further acknowledges that this contract is of the type governed by S.L. 2013-418, which makes it unlawful for a local government to enter into certain types of contracts unless the contractor and its subcontractors comply with North Carolina's E-verify law, and that failure to comply with such law could render this contract void. The Auditor hereby covenants, warrants and represents for itself and its subcontractors that with respect to this contract the Auditor and its subcontractors shall comply with the provisions of North Carolina's E-verify law and that failure to comply with such law shall be deemed a breach of this contract and may render this contract void.
23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16.)
24. **All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.**

Audit Firm Signature:
 Firm CARR, RIGGS & INGRAM, LLC.
 By JEFF BEST
 (Please type or print name)
 (Signature of authorized audit firm representative)
 Email Address of Audit Firm:
jbest@cricpa.com
 Date 1-23-14

Unit Signature (or Finance Officer Signature) (continued):
 By J. WALLACE PERRY, CHAIRMAN
 (Chair of Audit Committee- please type or print name)
 (Signature of Audit Committee Chairperson)
 Date _____
 (If Governmental Unit has no audit committee, this section should be marked "N/A.")

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

Governmental Unit Signatures:
 By J. WALLACE PERRY, CHAIRPERSON
 (Please type or print name and title)
 (Signature of Mayor/Chairperson of governing board)
 Date Date here

WILLIAM ROBERSON
 Governmental Unit Finance Officer (Please type or print name)
 (Signature)
 Email Address of Finance Officer
william.roberson@bertie.nc.gov

Date Governing Body Approved Audit Contract - G.S. 159-34(a)
 Date Date here

Date Date here
 (Preaudit Certificate must be dated.)

SIGNATURE & DATE

SIGNATURE & DATE

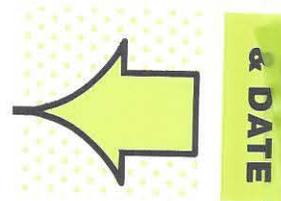
SIGNATURE & DATE

[Redacted]

[Redacted]

[Redacted]

17. The audit is due October 31, 2014. In the event the audit is not completed on time, the cost of the audit shall be reduced at a rate of \$100 perday beginning November 15, 2014 until the date the completed audit is recived by the Bertie County Finance Office.





CIPAs & BUSINESS ADVISORS

System Review Report

To the Partners of Carr, Riggs & Ingram LLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Carr, Riggs & Ingram LLC (the firm) applicable to non-SEC issuers in effect for the year ended June 30, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.apicap.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice applicable to non-SEC issuers of Carr, Riggs & Ingram LLC in effect for the year ended June 30, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Carr, Riggs & Ingram LLC has received a peer review rating of *pass*.

Eide Bailly LLP

Minneapolis, Minnesota
October 14, 2010

www.eidebailly.com

5601 Green Valley Dr., Ste. 700 | Minneapolis, MN 55437-1145 | T 952.944.6166 | F 952.944.8496 | EOE



Bertie County Tax Department
PO Box 527
106 Dundee St.
Windsor, NC 27983
Phone: (252) 794-5310
Fax: (252) 794-5357

December 10, 2013

William Roberson
Bertie County Finance Officer
Windsor, NC 27983

Dear Mr. Roberson:

Attached you will find a (1) Computer Printout and, (2) Copies of the appropriate pages of the "Error Journal" (Ledger) manually maintained in the tax office, both relative to Errors and Releases which are now ready for your approval.

The errors and releases herein are for the month of **NOVEMBER** and this request for your approval is made pursuant to "Resolution of the Board of Commissioners" dated August 5, 1985. This may also serve as your report to the Board of Commissioners required by the same "Resolution."

Respectfully Submitted,


Tax Department

Approved on _____ 20 _____

Group Number RLS*13*334

Abatement

Effective Date 11/01/13

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Trn Cds	Check Number	Trans Rev Descriptn
1	11/01/13	27547	13A27547.80	G02 C08	1903.17- 1637.25-	1903.17- 1637.25-	0.00 0.00		0.00 0.00				
***			PIEDMONT NATURAL GAS CO INC		3540.42-	3540.42-	0.00	0.00	0.00	0.00	R	P6	
2	11/04/13	24403	13A6901817143	G01	1848.00-	1848.00-	0.00		0.00				
***			PERRY, ROBERT S		1848.00-	1848.00-	0.00	0.00	0.00	0.00	R	P63	
3	11/12/13	31299	13A31299.80	G01	98.87-	89.88-	8.99-		0.00				
***			MCNC		98.87-	89.88-	8.99-	0.00	0.00	0.00	R	P63	
4	11/14/13	10848	13A6810177933	G01	43.43-	43.43-	0.00		0.00				
***			RASCOE, JERRY MONTEZ, HEIRS		43.43-	43.43-	0.00	0.00	0.00	0.00	R	P63	
5	11/14/13	10848	13A10848.80	G01	9.24-	8.40-	0.84-		0.00				
***			RASCOE, JERRY MONTEZ, HEIRS		9.24-	8.40-	0.84-	0.00	0.00	0.00	R	P63	
6	11/14/13	10848	12A6810177933	G01 A0	40.33- 2.50-	40.33- 2.50-	0.00 0.00		0.00 0.00				
***			RASCOE, JERRY MONTEZ, HEIRS		42.83-	42.83-	0.00	0.00	0.00	0.00	R	P6264	
7	11/14/13	10848	12A10848.80	G01	8.58-	7.80-	0.78-		0.00				
***			RASCOE, JERRY MONTEZ, HEIRS		8.58-	7.80-	0.78-	0.00	0.00	0.00	R	P6264	
8	11/14/13	10848	11A6810177921	G01 A0	65.29- 2.50-	65.29- 2.50-	0.00 0.00		0.00 0.00				
***			RASCOE, JERRY MONTEZ, HEIRS		67.79-	67.79-	0.00	0.00	0.00	0.00	R	P6245	
9	11/14/13	10848	11A681016670701	G01 A0	19.97- 2.50-	19.97- 2.50-	0.00 0.00		0.00 0.00				
***			RASCOE, JERRY MONTEZ, HEIRS		22.47-	22.47-	0.00	0.00	0.00	0.00	R	P6245	
10	11/14/13	10848	11A10848.80	G01	8.58-	7.80-	0.78-		0.00				
***			RASCOE, JERRY MONTEZ, HEIRS		8.58-	7.80-	0.78-	0.00	0.00	0.00	R	P6245	
11	11/14/13	10848	10A6810177921	G01 A0	65.29- 4.00-	65.29- 4.00-	0.00 0.00		0.00 0.00				
***			RASCOE, JERRY MONTEZ, HEIRS		69.29-	69.29-	0.00	0.00	0.00	0.00	R	P6204	
12	11/14/13	10848	10A681016670701	G01 A0	19.97- 4.00-	19.97- 4.00-	0.00 0.00		0.00 0.00				

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Trn Cde	Check Number	Trans Rev Descriptn
***		RASCOE, JERRY MONTEZ, HEIRS			23.97-	23.97-	0.00	0.00	0.00	0.00	R	PG204	
13	11/14/13	10848	10A10848.80	601	8.76-	7.96-	0.80-		0.00				
***		RASCOE, JERRY MONTEZ, HEIRS			8.76-	7.96-	0.80-	0.00	0.00	0.00	R	PG204	
14	11/14/13	10848	09A6810177921	601 AD	65.29- 4.00-	65.29- 4.00-	0.00 0.00		0.00	0.00			
***		RASCOE, JERRY MONTEZ, HEIRS			69.29-	69.29-	0.00	0.00	0.00	0.00	R	PG170	
15	11/14/13	10848	09A681016670701	601 AD	19.97- 4.00-	19.97- 4.00-	0.00 0.00		0.00	0.00			
***		RASCOE, JERRY MONTEZ, HEIRS			23.97-	23.97-	0.00	0.00	0.00	0.00	R	PG170	
16	11/14/13	10848	09A10848.80	601	8.76-	7.96-	0.80-		0.00				
***		RASCOE, JERRY MONTEZ, HEIRS			8.76-	7.96-	0.80-	0.00	0.00	0.00	R	PG170	
17	11/14/13	10848	08A6810177921	601 AD	65.29- 4.00-	65.29- 4.00-	0.00 0.00		0.00	0.00			
***		RASCOE, JERRY MONTEZ, HEIRS			69.29-	69.29-	0.00	0.00	0.00	0.00	R	PG16	
18	11/14/13	10848	08A681017319201	601 AD	19.97- 4.00-	19.97- 4.00-	0.00 0.00		0.00	0.00			
***		RASCOE, JERRY MONTEZ, HEIRS			23.97-	23.97-	0.00	0.00	0.00	0.00	R	PG16	
19	11/14/13	10848	08A10848.80	601	9.53-	8.66-	0.87-		0.00				
***		RASCOE, JERRY MONTEZ, HEIRS			9.53-	8.66-	0.87-	0.00	0.00	0.00	R	PG17	
20	11/14/13	10848	07A6810177921	601 AD	65.29- 4.00-	65.29- 4.00-	0.00 0.00		0.00	0.00			
***		RASCOE, JERRY MONTEZ, HEIRS			69.29-	69.29-	0.00	0.00	0.00	0.00	R	PG120	
21	11/14/13	10848	07A681017319201	601 AD	19.97- 4.00-	19.97- 4.00-	0.00 0.00		0.00	0.00			
***		RASCOE, JERRY MONTEZ, HEIRS			23.97-	23.97-	0.00	0.00	0.00	0.00	R	PG120	
22	11/14/13	10848	07A10848.80	601	10.12-	9.20-	0.92-		0.00				
***		RASCOE, JERRY MONTEZ, HEIRS			10.12-	9.20-	0.92-	0.00	0.00	0.00	R	PG120	
23	11/14/13	10848	06A6810177921	601 AD	65.29- 4.00-	65.29- 4.00-	0.00 0.00		0.00	0.00			

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Trn Cde	Check Number	Trans Rev Descriptn
***		RASCOE, JERRY MONTEZ, HEIRS			69.29-	69.29-	0.00	0.00	0.00	0.00	R	P676	
24	11/14/13	10848	06A681017319201	G01 A0	19.97- 4.00-	19.97- 4.00-	0.00 0.00		0.00 0.00				
***		RASCOE, JERRY MONTEZ, HEIRS			23.97-	23.97-	0.00	0.00	0.00	0.00	R	P676	
25	11/14/13	10848	05A6810176855	G01 A0	65.29- 4.00-	65.29-	0.00 0.00	4.00-	0.00 0.00				
***		RASCOE, JERRY MONTEZ, HEIRS			69.29-	65.29-	0.00	4.00-	0.00	0.00	R	P664	
26	11/14/13	10848	05A681017304901	G01 A0	11.32- 4.00-	11.32-	0.00 0.00	4.00-	0.00 0.00				
***		RASCOE, JERRY MONTEZ, HEIRS			15.32-	11.32-	0.00	4.00-	0.00	0.00	R	P664	
27	11/15/13	21587	13A21587.70	G01	2.31-	2.10-	0.21-		0.00				
***		CAPUTO, EMMIE T			2.31-	2.10-	0.21-	0.00	0.00	0.00	R	P63	
28	11/15/13	21587	12A21587.70	G01	2.15-	1.95-	0.20-		0.00				
***		CAPUTO, EMMIE T			2.15-	1.95-	0.20-	0.00	0.00	0.00	R	P6264	
29	11/15/13	21587	11A21587.70	G01	2.15-	1.95-	0.20-		0.00				
***		CAPUTO, EMMIE T			2.15-	1.95-	0.20-	0.00	0.00	0.00	R	P6244	
30	11/15/13	21587	10A21587.70	G01	2.15-	1.95-	0.20-		0.00				
***		CAPUTO, EMMIE T			2.15-	1.95-	0.20-	0.00	0.00	0.00	R	P6204	
31	11/15/13	21587	08A21587.70	G01	1.97-	1.79-	0.18-		0.00				
***		CAPUTO, EMMIE T			1.97-	1.79-	0.18-	0.00	0.00	0.00	R	P616	
32	11/19/13	14368	13A14368.70	G01	24.92-	24.92-	0.00		0.00				
***		WHITE, STEWART J			24.92-	24.92-	0.00	0.00	0.00	0.00	R	P63	

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Group Number RLS*13*334

Effective Date 11/01/13

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Abatement	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Txn Cde	Check Number	Trans Description
Tax Code Totals														
				A0*05 - ADVERT	8.00-		0.00	0.00	8.00-	0.00	0.00			
				A0*06 - ADVERT	8.00-		8.00-	0.00	0.00	0.00	0.00			
				A0*07 - ADVERT	8.00-		8.00-	0.00	0.00	0.00	0.00			
				A0*08 - ADVERT	8.00-		8.00-	0.00	0.00	0.00	0.00			
				A0*09 - ADVERT	8.00-		8.00-	0.00	0.00	0.00	0.00			
				A0*10 - ADVERT	8.00-		8.00-	0.00	0.00	0.00	0.00			
				A0*11 - ADVERT	5.00-		5.00-	0.00	0.00	0.00	0.00			
				A0*12 - ADVERT	2.50-		2.50-	0.00	0.00	0.00	0.00			
				C08*13- WINDSOR	1637.25-		1637.25-	0.00	0.00	0.00	0.00			
				G01*05- BRT TAX	76.61-		76.61-	0.00	0.00	0.00	0.00			
				G01*06- BRT TAX	85.26-		85.26-	0.00	0.00	0.00	0.00			
				G01*07- BRT TAX	95.38-		94.46-	0.92-	0.00	0.00	0.00			
				G01*08- BRT TAX	96.76-		95.71-	1.05-	0.00	0.00	0.00			
				G01*09- BRT TAX	94.02-		93.22-	0.80-	0.00	0.00	0.00			
				G01*10- BRT TAX	96.17-		95.17-	1.00-	0.00	0.00	0.00			
				G01*11- BRT TAX	95.99-		95.01-	0.98-	0.00	0.00	0.00			
				G01*12- BRT TAX	51.06-		50.08-	0.98-	0.00	0.00	0.00			
				G01*13- BRT TAX	2026.77-		2016.73-	10.04-	0.00	0.00	0.00			
				G02*13- CORP EXC	1903.17-		1903.17-	0.00	0.00	0.00	0.00			
Total for Group RLS*13*334					6313.94-		6290.17-	15.77-	8.00-	0.00	0.00			

***** Totals By Tax Cycle *****
 Cycle Current Delinquent
 A 0.00 6313.94-



Bertie County Tax Department
PO Box 527
106 Dundee St.
Windsor, NC 27983
Phone: (252) 794-5310
Fax: (252) 794-5357

January 07, 2013

William Roberson
Bertie County Finance Officer
Windsor, NC 27983

Dear Mr. Roberson:

Attached you will find a (1) Computer Printout and, (2) Copies of the appropriate pages of the "Error Journal" (Ledger) manually maintained in the tax office, both relative to Errors and Releases which are now ready for your approval.

The errors and releases herein are for the month of **DECEMBER** and this request for your approval is made pursuant to "Resolution of the Board of Commissioners" dated August 5, 1985. This may also serve as your report to the Board of Commissioners required by the same "Resolution."

Respectfully Submitted,

Tax Department

Approved on _____ 20____

RLS*13*365	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
	12/3/2013	Dominion NC Power 13A26571.50	G02	5534.75	0			\$5,534.75
		Corrected Utilities Value	C07	1647.25				\$1,647.25
	12/3/2013	Dominion NC Power 13A26571.80	C01	16133.46	0			\$16,133.46
		Corrected Utilities Value						\$
	12/3/2013	Carolina Telephone 13A2368.50	C04	542.52		0		\$542.52
		Corrected Utilities Value						\$
	12/3/2013	Carolina Telephone 13A22368.80	C08	2960.34				\$2,960.34
		Corrected Utilities Value	C01	2453.94				\$2,453.94
	12/10/2013	Conway, Edward 13A22245.80	G01	8.4				\$8.40
		Double listed with #16960						\$
	12/16/2013	Roanoke Chowan Ready Mix 13A31001.10	G01	19.57				\$19.57
		Incorrect Situs	C06	5.59				\$5.59
	12/17/2013	Wallace, Merrill 13A6802742617	G01	81.7				\$81.70
		Wrong grade by reval	C08	14.1				\$14.10
	12/30/2013	Beasley, Wood, III 13A6960209524	G01	3018.33				\$3,018.33
		Assessment error, approved by Hosea 01/2013						
		but not updated in system						
		TOTAL		\$32,419.95	\$0.00	\$0.00		\$32,419.95

Tax Collections
01/02/14

Detail Transactions by Group

RTC020303

Group Number RLS*13*345

Abatement

Page 1
Effective Date 12/03/13

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Trn Cde	Check Number	Trans Rev Descriptn
1	12/03/13	26571	13A26571.50	602 C07	5534.75- 1647.25-	5534.75- 1647.25-	0.00 0.00		0.00 0.00				
***		DOMINION NORTH CAROLINA POWER			7182.00-	7182.00-	0.00	0.00	0.00	0.00	R	P63	
2	12/03/13	26571	13A26571.80	C01	16133.46-	16133.46-	0.00		0.00				
***		DOMINION NORTH CAROLINA POWER			16133.46-	16133.46-	0.00	0.00	0.00	0.00	R	P63	
3	12/03/13	2368	13A2368.50	C04	542.52-	542.52-	0.00		0.00				
***		CAROLINA TELEPHONE & TELEGRAPH			542.52-	542.52-	0.00	0.00	0.00	0.00	R	P63	
4	12/03/13	2368	13A2368.80	C08 C01	2960.34- 2453.94-	2960.34- 2453.94-	0.00 0.00		0.00 0.00				
***		CAROLINA TELEPHONE & TELEGRAPH			5414.28-	5414.28-	0.00	0.00	0.00	0.00	R	P63	
5	12/10/13	22245	13A22245.80	601	8.40-	8.40-	0.00		0.00				
***		CONAWAY, EDWARD R, HEIRS			8.40-	8.40-	0.00	0.00	0.00	0.00	R	P64	
6	12/16/13	31001	13A31001.10	601 C06	19.57- 5.59-	19.57- 5.59-	0.00 0.00		0.00 0.00				
***		ROANKE CHUWAN READY MIX			25.16-	25.16-	0.00	0.00	0.00	0.00	R	P64	
7	12/17/13	28620	13A6802742617	601 C08	81.70- 14.10-	81.70- 14.10-	0.00 0.00		0.00 0.00				
***		WALLACE, MERRILL W			95.80-	95.80-	0.00	0.00	0.00	0.00	R	P64	
8	12/31/13	935	13A6960209524	601	3018.33-	3018.33-	0.00		0.00				
***		BEASLEY, WOOD, III			3018.33-	3018.33-	0.00	0.00	0.00	0.00	R		

Tax Collections
01/02/14

Detail Transactions by Group

RTC020303
Page 2

Group Number RLS*13*365

Abatement

Effective Date 12/03/13

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Trn Cde	Check Number	Trans Rev Descriptn	
Tax Code Totals														
					18587.40-	18587.40-	0.00	0.00	0.00	0.00				
					542.52-	542.52-	0.00	0.00	0.00	0.00				
					5.59-	5.59-	0.00	0.00	0.00	0.00				
					1647.25-	1647.25-	0.00	0.00	0.00	0.00				
					2974.44-	2974.44-	0.00	0.00	0.00	0.00				
					3128.00-	3128.00-	0.00	0.00	0.00	0.00				
					5534.75-	5534.75-	0.00	0.00	0.00	0.00				
Total for Group RLS*13*365					32419.95-	32419.95-	0.00	0.00	0.00	0.00				
***** Totals By Tax Cycle *****														
Cycle						Current	Delinquent							
A						0.00	32419.95-							

Tax Collections
01/02/14

Daily Tax Collection Distribution
BERTIE CO TAX COLLECTOR

RTC0404
Page 1

Group Name: RLS*13*365
Group Type: ADJTEMENTS/RELEASES
Nbr. Trans: 8

Tax Codes	Levy	Penalty	Subtotal	Charges	Interest	Subtotal	Discount	Total
YEAR 2013								
G02 CORPORATE UTILIT	5,534.75-	0.00	5,534.75-	0.00	0.00	0.00	0.00	5,534.75-
G01 BERTIE COUNTY TA	3,128.00-	0.00	3,128.00-	0.00	0.00	0.00	0.00	3,128.00-
C08 WINDSOR TAX	2,974.44-	0.00	2,974.44-	0.00	0.00	0.00	0.00	2,974.44-
C07 ROXBORO TAX	1,647.25-	0.00	1,647.25-	0.00	0.00	0.00	0.00	1,647.25-
C06 POWELLVILLE TAX	5.59-	0.00	5.59-	0.00	0.00	0.00	0.00	5.59-
C04 KELFORD TAX	542.52-	0.00	542.52-	0.00	0.00	0.00	0.00	542.52-
C01 ASKEWVILLE TAX	18,587.40-	0.00	18,587.40-	0.00	0.00	0.00	0.00	18,587.40-
TOTALS FOR 2013	32,419.95-	0.00	32,419.95-	0.00	0.00	0.00	0.00	32,419.95-
GROUP TYPE TOTALS	32,419.95-	0.00	32,419.95-	0.00	0.00	0.00	0.00	32,419.95-

Sarah



Bertie County Register of Deeds

Annie F. Wilson
Register of Deeds

P.O. Box 340
Windsor, NC 27983
252-794-5309
www.bertie-live.inttek.net

NORTH CAROLINA
BERTIE COUNTY

TO: THE BOARD OF COUNTY COMMISSIONERS:

Agreeable to and in compliance with Chapter 590 of the Public Local Laws of North Carolina, Sessions 1913, I beg leave to submit the following statement of all fees, commissions, etc. of any kind collected by me as Register of Deeds for the month of JANUARY 2014 and for an itemized statement thereof, I respectfully refer you to the following books in my office.

AMOUNT SUBJECT TO GS 161-50.2

10-0030-4344-01	REAL ESTATE REGISTRATION-----	\$3,943.00
10-0030-4344-03	VITAL STATISTICS-----	\$1,150.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)-----	\$179.40
10-0030-4344-04	NO. MARRIAGE LICENSE----- <u>3</u> @\$60.00-----	\$180.00
		<u>\$5,452.40</u>
10-0018-4240-01	N. C. STATE EXCISE STAMP TAX-----	\$10,512.00
10-0030-4344-10	STATE TREASURER FEE----- <u>135</u> @\$6.20-----	\$837.00
		<u>\$16,801.40</u>
10-0000-1251-00	A/R IN/OUT(REFUND)-----	\$0.00
		<u>\$16,801.40</u>

Annie F. Wilson
REGISTER OF DEEDS - BERTIE COUNTY
By: Shahedia R. Williams, Asst.

FOR INFORMATIONAL PURPOSES

D/T /MORTGAGES-----	<u>26</u> @\$6.20=	<u>\$161.20</u>
ADDITIONAL PAGES-----	<u>19</u> @\$0.40=	<u>\$7.60</u>
DEEDS & OTHER INSTRUMENTS-----	<u>109</u> @\$1.94=	<u>\$211.46</u>

North Carolina Department of Health and Human Services

Division of Social Services/Economic and Family Services



Community Services Block Grant Program

Fiscal Year 2014-15 Application for Funding

Project Period July 1, 2014 – June 30, 2015

Application Due Date: January 31, 2014

(DRAFT)

Applicant Information	
Agency:	Choanoke Area Development Association of NC, Inc.
Federal I.D.	560841757
DUNS Number:	075568618
Administrative Office Address:	120 Sessoms Drive, Rich Square, NC 27869
Mailing Address:	P.O. Box 530, Rich Square, NC 27869
Telephone Number:	252-539-4155
Fax Number:	252-539-2048
Board Chairperson:	TBA
Board Chairperson's Address: (where communications should be sent)	P.O. Box 530, Rich Square, NC 27869
Board Chairperson's Term of Office:	2014 – 2015
Executive Director:	Sallie P. Surface
Executive Director Email Address:	surface@nc-cada.org
Agency Fiscal Officer:	Traig Neal
Fiscal Officer Email Address:	tneal@nc-cada.org.
CSBG Program Director:	Christopher S. Moody
CSBG Program Director Email Address:	cmoody@nc-cada.org
Counties Served with CSBG funds:	Bertie, Halifax, Hertford & Northampton

North Carolina Department of Health and Human Services
Office of Economic Opportunity - Verna P. Best, Director
2420 Mail Service Center / Raleigh, North Carolina 27699-2420
<http://www.ncdhhs.gov/oeo/>

Board of Directors' Membership Roster

Total Seats Per Agency Bylaws	26			Total Current Vacant Seats	2	
Total Number of Seats Reserved for Each Sector	Poor	10	Public	8	Private	8
Total Number of Vacant Seats Per Each Sector	Poor	0	Public	1	Private	1

Name	Email Address	County of Residence	Community Group/ Area Represented	Date Initially Seated [month/year]	Number of Terms Served [completed]	Current Term Expiration [month/year]
Representatives of the Poor						
1. Catherine Moody	cmoody65@embarqmail.com	Northampton	District 1	1/14/14		
2. Venus Spruill	vms_clerk@yahoo.com	Northampton	District 2	1/20/12	1	
3. Ruby Gerald	rgerald@rvchamber.com	Halifax	District 3	1/14/14		
4. Alfred Riddick	alfredr@clis.com	Halifax	District 4	1/20/12	1	
5. Jeremiah Simmons	Barbarasimmons27823@hotmail.com	Halifax	District 5	1/14/14		
6. James Smith	N/A	Halifax	District 6	1/20/12	1	
7. Sandra Stephenson	stepsvst@aol.com	Hertford	District 7	1/20/12	1	
8. Willie Watford	decwatford@yahoo.com	Hertford	District 8	4/2013		
9. Barry McGlone	BarryMC64@hotmail.com	Bertie	District 9	1/20/12		
10. Bruce Watford	bruce_watford@yahoo.com	Bertie	District 10	1/20/12		
Public Elected Officials						
1. Morris Rascoe	kappaalphat@embarqmail.com	Bertie	Bertie	1/1998	8	
2. Thadd White	twhite@ncweeklies.com	Bertie	Bertie	11/12/2013		
3. Marcelle Smith	Marcellesmith1914@gmail.com	Halifax	Halifax	1/2004	5	
4. Robert Caudle		Halifax	Halifax	1/2014		
5. Cleveland Blount, Jr.	deltagirlsx3@yahoo.com	Hertford	Hertford	1/1990	11	
6. Vacant		Hertford				
7. Chester Deloatch	cdeloatch@roanokeelectric.com	Northampton	Northampton	4/2011	3	
8. Sheila Manley-Evans	Shelia.evans@nhcnc.net	Northampton	Northampton Co. DSS	1/14/2014		
Representatives of Private Organizations						
1. Vacant		Hertford				
2. Wendell Hall	j_wendell_hall@yahoo.com	Hertford	Hertford County Public School System	2/2013		
3. Melvina Biggs		Bertie		1/2014		
4. Curt Kedley	ckedley@glenmary.org	Bertie	Good Shepherd Food Bank	9/2009	2	

5. Dr. Suzanne Cobb	scobb@nccumc.org	Northampton	Northampton Co. Minister's Council	1/14/2014		
6. Robin Phillips	rphillips@centurylink.net	Northampton	Chamber of Commerce	1/14/2014		
7. Teresa Shearin	tshearin@nc-cada.org	Halifax	Pilot Club	1/2012		
8. Dr. Ervin Griffin	Egriffin518@halifaxcc.edu	Halifax	Halifax Community College	1/2006	3	

The signature of the Board of Directors Chairperson certifies that the persons representing the poor were selected by a democratic process and that there is documentation on file that confirms the selection of all board members. In addition, by signing below, the Board of Directors Chairperson confirms that the selection of all board members coincides with the directives outlined in the agency's bylaws and that a current Board of Directors Member Profile is on file for each member.

Board of Directors Chairperson

DRAFT

**Community Services Block Grant Program
Fiscal Year 2014-15 Application for Funding
Planning Process Narrative**

<p>ROMA Goals 1, 3 and 5 Low income People Become More Self-Sufficient; Low income People Own a Stake in their Community; Agencies increase their capacity to achieve results</p>	<p>DHHS Excels-Goal 2 Expand understanding and use of information to enhance the health and safety of North Carolinians</p>
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1. Explain in detail how each of the following was involved in the planning and development of this strategic plan.

The Poor

The involvement of the low-income community in the planning process is fundamental to and continues throughout all phases of planning, development, and evaluation. During the program year, CADA staff attends community meetings to inform the low-income of current on-going CADA programs and the impact these programs are making on poverty causes, and to ascertain community needs and concerns for future planning. Low-income residents of the four-county area CADA represents, participate in the development of the annual work plan through community meetings, surveys, annual planning meetings, Head Start Policy Council and other advisory boards and membership on the CADA Board of Directors.

The Staff

The staff, through daily contacts with the targeted population, through community meetings with the low-income and other agencies, through an on-going monthly evaluation process, and by direct involvement in the planning, evaluation, and development of the grant application. A Community Needs Assessment Survey is completed to help determine the needs of the residents living within CADA's service area.

The Board

The Board is reflective of the community and has direct contact with the needs and resources that are available to impact the geographical areas/targeted populations they represent. Targeted populations such as Head Start, the elderly, and youth have representation on the Board, and thus, a direct voice in the planning and development of this strategic plan. In addition, staff presents information from community needs assessments and program evaluations to the CADA Board. The board reviews pertinent information, needs, and resources, and directs the development of the plan.

<p>ROMA Goal 5 Agencies increase their capacity to achieve results</p>	<p>DHHS Excels-Goals 1 and 2 Manage resources that provide an elevated level of effective and efficient delivery of services and programs to North Carolinians; Expand understanding and use of information to enhance the health and safety of North Carolinians</p>
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2. Describe your agency's method and criteria for identifying poverty causes and list the identified causes. Also describe the methods and criteria used to determine priority and selection of strategies to be implemented that will address the poverty causes.

**Community Services Block Grant Program
Fiscal Year 2014-15 Application for Funding
Planning Process Narrative (continued)**

To facilitate planning, a Needs Assessment is conducted or is reviewed/updated annually. Some programs use a one-year planning process; others use a three – five year process. Choanoke Area Development Association conducts surveys in each of its four counties to identify community strengths and needs as well as the Board of Directors identifies and prioritizes needs of the population in the service area. In 2012 CADA conducted a community needs assessment and this assessment was reviewed as well as updated in 2013.

Planning and information from the Needs Assessment, planning meetings of the low-income, recommendations from the Head Start Policy Council and other standing program boards are presented to the CADA Board of Directors for consideration in establishing poverty causes or needs and their prioritization. The Board considers the identified community needs as they relate to CADA's stated mission and applies the following criteria to prioritize the cause of poverty: (a) magnitude of the problem – the number of people affected by the given cause; (b) intensity – the degree of suffering caused by the problem; and, (c) severity of the problem resulting from the cause – this is the combination of magnitude and intensity. Also considered is (a) the agency's capacity to impact the problem; (b) available resources to combat the problem; (c) methods to measure impact on the problem; and, (d) cost effectiveness. If a discussion/dialogue does not achieve a consensus, a formal ranking method will be utilized.

<p>ROMA Goal 1, 2, 3 and 6 Low income People Become More Self-Sufficient; The conditions in which low income people live are improved; Low-income people own a stake in their community; Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other support systems</p>	<p>DHHS Excels- Goal 4 Provide services to individuals and families identified as being at risk of compromised health and safety.</p>
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3. Describe activities that your agency has undertaken to advocate for and empower low-income individuals and families to achieve economic independence and security.

CADA has worked to address the issue of self-sufficiency and empowerment of low-income individuals by:

1. Coordinating services with local human service agencies so families can get timely referrals and the services needed;
2. Providing space for low-income residents on the Board of Directors; currently low-income residents constitute 37% of the Board membership;
 - Providing counseling and referral assistance for skills training/education programs;
 - Helping low-income families remove barriers to become self-sufficiency such as: daycare and transportation
 - Managing a NC Works (Career Center), which helps low-income families improve skills and find employment;
 - Providing housing assistance to low-income families including rental, rehab, down payment assistance and individualized credit counseling.

**Community Services Block Grant Program
Fiscal Year 2014-15 Application for Funding
Planning Process Narrative (continued)**

- Providing home ownership and financial literacy classes for low-income residents interested in becoming first-time homeowners.
- Offering free income tax preparation assistance and promoting the Earned Income Tax Credit
- Sponsoring an Individual Development Account (IDA) program to help low-income families acquire assets for a small business, homeownership, or post-secondary educational pursuits.
- The IDA program offers a 2-to-1 dollar match and some participants are able to get more depending on their area of residence;
- Implementing a Home Protection Program;
- Providing training opportunities through WIA;
- Implementing Parenting and Literacy Programs such as Parents as First Teachers
- Providing fatherhood activities/trainings for fathers/father-figures participating in Head Start's Male Involvement Program in all four counties;
- Developing new housing opportunities for seniors and disabled individuals, such as Woodland Olney Apartments, Ahoskie High School Apartments and Enfield High School Apartments.

<p>ROMA Goals 1, 2, 4, 5 and 6 Low income People Become More Self-Sufficient; The conditions in which low income people live are improved; Agencies increase their capacity to achieve results; Partnerships among supporters and providers of services to low-income people are achieved; Low-income people, especially vulnerable populations, achieve their potential by strengthening family and support systems</p>	<p>DHHS Excels-Goals 1 and 2 Manage resources that provide an elevated level of effective and efficient delivery of services and programs to North Carolinians; Expand understanding and use of information to enhance the health and safety of North Carolinians</p>
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4. Describe how your agency plans to make more effective use of, coordinate and form partnerships with other organizations and programs including: State welfare reform efforts; public and private resources; religious organizations, charitable groups, and community organizations.

Many of the programs CADA administers have advisory boards that represent the community. CADA actively seeks to form/join partnerships to ensure that the low-income (1) have a voice; (2) are provided unduplicated services; and, (3) receive new services when needed. The membership of the community-at-large category on the CADA Board includes representatives of the faith community, youth and senior organizations, and service organizations such as the Pilot Club. Several CADA staff members serve within the community on various interagency committees, coordination meetings, and serve on community agencies boards in order to establish/maintain effective partnerships.

5. Describe how your agency will establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals, to avoid the

**Community Services Block Grant Program
Fiscal Year 2014-15 Application for Funding
Planning Process Narrative (continued)**

duplication of such services and to fill identified gaps in services, through the provision of information, referrals, case management and follow-up consultations.

Copies of grant applications are furnished to local governing offices, and upon request, to other agencies that administer programs that affect the low-income. CADA staff attends interagency coordination meetings, serves on agency boards, and maintains contact with other agencies to assure effective, non-duplicative delivery of services to the low income. An established interagency referral system assures that the low income have access to unduplicated resources and services.

<p>ROMA Goal 2, 4 and 6 Low income People Become More Self-Sufficient; Partnerships among supporters and providers of services to low-income people are achieved; Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other support systems</p>	<p>DHHS Excels-Goals 1 and 3 Manage resources that provide an elevated level of effective and efficient delivery of services and programs to North Carolinians; Offer outreach and services to individuals and families identified as being at risk of compromised health and safety.</p>
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6. Provide a description of how your agency will support innovative community and neighborhood-based initiatives related to the purposes of the Community Services Block Grant (fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging effective parenting).

Head Start offers a Male Involvement Program reaching out to fathers of Head Start students and our Parents as First Teachers Program assists new mothers with young children with child development issues.

<p>ROMA Goal 5 and 6 Agencies increase their capacity to achieve results; Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other support systems</p>	<p>DHHS Excels-Goals 1 and 5 Manage resources that provide an elevated level of effective and efficient delivery of services and programs to North Carolinians; Provide services and protection to individuals and families experiencing serious health and safety needs who are not, at least temporarily, able to assist themselves.</p>
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7. Describe activities that your agency has undertaken or plans to undertake, on an emergency basis, for the provision of such supplies and services, nutritious foods and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.

CADA has historically had a food pantry in Northampton County to assist those in need and referral sources for our other counties. We have received and distributed fresh vegetables received from the Food Bank of the Albemarle on a sporadic basis throughout the years. In 2010, we embarked on a much more effective method of food distribution – the Mobile Food Bank from the Food Bank of the Albemarle, which services still exist today. This mobile unit, provided by the Kraft Food for America Program, allows us to serve over 100 families in Northampton County with a wide option of food on a monthly basis. CADA is also the lead agency for the Emergency Food and Shelter program. Nutritional outreach programs are coordinated with Cooperative Extensions, WIC and the Health Department. Programs are provided at CADA offices/centers. Staff assists with commodity distribution and serves on interagency councils.

**Community Services Block Grant Program
Fiscal Year 2014-15 Application for Funding
Planning Process Narrative (continued)**

8. Describe how your agency will coordinate the provision of employment and training activities with entities providing activities through statewide and local workforce investment systems under the Workforce Investment Act of 1998.

Choanoke Area Development Association is the administrator of the Bertie County NC Works (Career Center) -- a one stop employment resource that provides a myriad of services and resources to local residents. We work closely with both local community colleges with regards to Career Readiness and TABE Testing and share staff and resources so as not to duplicate services. All CSBG case managers are knowledgeable of the resources at the Bertie County NC Works (Career Center), DES Center and Roanoke Chowan Community College and Halifax County Community College and make frequent referrals to clients seeking employment or skills training.

<p>ROMA Goal 4 and 6 Partnerships among supporters and providers of services to low-income people are achieved; Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other support systems</p>	<p>DHHS Excels-Goal 5 Provide services and protection to individuals and families experiencing serious health and safety needs who are not, at least temporarily, able to assist themselves.</p>
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9. Describe how your agency will ensure coordination with the emergency energy crisis intervention program under title XXVI (relating to low-income home energy assistance).

CADA has established a referral system with the local Departments of Social Services. This referral system is a two-way process since some programs CADA administers must ensure that all other sources of assistance have been exhausted. CADA offices are used by DSS for intake for the LIHEAP Program. CADA staff serves on local boards/councils for coordination and CADA actively seeks resources to complement those of DSS such as EnergyShare and Emergency Food and Shelter programs.

<p>ROMA Goals 4 and 5 Partnerships among supporters and providers of services to low-income people are achieved; Agencies increase their capacity to achieve results</p>	<p>DHHS Excels-Goals 1 and 2 Manage resources that provide an elevated level of effective and efficient delivery of services and programs to North Carolinians; Expand understanding and use of information to enhance the health and safety of North Carolinians</p>
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10. Describe the needs of low-income youth and your agency's efforts to promote increased community coordination and collaboration in meeting the needs of low-income youth.

CADA has identified the following needs for low-income youth: a) lack of after-school programs, b) lack of organized recreational activities, c) lack of adult role models and opportunities to interact with adults, d) lack of tutoring programs, e) few opportunities to build self-esteem, f) lack of work experience opportunities, g) lack of pregnancy prevention programs, and h) poor nutritional habits. In an effort to meet these needs, CADA is currently operating in Halifax and Bertie Counties WIA Year-Round Youth. Head Start provides services and counseling through its Male Involvement Program. CADA operates Parents as First Teachers Programs in Hertford County and Northampton County which serves young mothers.

**Community Services Block Grant Program
Fiscal Year 2014-15 Application for Funding
Planning Process Narrative (continued)**

<p>ROMA Goals 1 and 5 Low-income People Become More Self-Sufficient; Agencies increase their capacity to achieve results</p>	<p>DHHS Excels-Goal 1 Manage resources that provide an elevated level of effective and efficient delivery of services and programs to North Carolinians.</p>
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11. Describe activities that your agency has undertaken or plans to undertake to establish a pool of unrestricted funds to further the agency’s mission and reduce dependency on government funding.

a. Funds to support services for low-income persons

CADA continually looks to referrals and dual enrollment to serve clients with all of the resources that may be available to them. We are exploring local fundraising strategies and options to raise unrestricted funds. CADA is exploring options to raise unrestricted funds such as profit centers along with partnering/networking with other funding sources to maximize resources and seek new funds.

b. Funds to support the overall agency

CADA continuously researches and pursues funding from foundations and also seeks local sources of funding from the counties we serve. We have implemented various local fundraising events/activities in order to raise unrestricted funds to support the overall agency as well as scheduled meetings to strategize upcoming fundraiser events. In the future, CADA plans to invite community stakeholders to various CADA awareness meetings in order to promote services and raise awareness on how these services impact individuals within the community; in hopes that these CADA awareness meetings will encourage community stakeholders to donate.

<p>ROMA Goal 2, 4 and 6 Low income People Become More Self-Sufficient; Partnerships among supporters and providers of services to low-income people are achieved; Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other support systems</p>	<p>DHHS Excels-Goals 1 and 3 Manage resources that provide an elevated level of effective and efficient delivery of services and programs to North Carolinians; Offer outreach and services to individuals and families identified as being at risk of compromised health and safety.</p>
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12. Describe your agency’s method for informing custodial parents in single-parent families that participate in CSBG programming about the availability of child support services. In addition, describe your method for referring eligible parents to the child support office[s].

All case managers in various programs are ready to discuss child support issues – for mothers or fathers – and advocate on their behalf. CADA works with local DSS offices to insure that children are being supported by their non-custodial parents and will assist clients in pursuing their options – either to obtain child support or to present themselves in court for fair adjudication of the matter. Head Start’s Male Involvement Program particularly emphasizes the importance and the protocol to resolve child support issues.

13. Does your agency calculate return on investment for your CSBG program? If so, please explain and give the calculation.

The agency does a preliminary calculation of a seven fold impact in the community for every dollar received and also calculates the leverage the CSBG program provides for support to other programs where funding is provided.

**Community Services Block Grant Program
Fiscal Year 2014-15 Application for Funding
OEO Form 210**

Agency Strategy for Eliminating Poverty

Planning Period: 07/01/2014 – 6/30/2015

Section I: Identification of the Problem (use additional sheets if necessary)

1. Give the Poverty Cause name, rank the poverty cause(s) and identify which one(s) the agency will address.

As a result of a community needs assessment conducted in 2012, the most critical community needs in Bertie, Halifax, Hertford and Northampton Counties are:

- a) Lack of resources and motivation/education/skill training to increase family income and become self-sufficient
 - b) High unemployment – lack of industry
 - c) Lack of financial literacy
 - d) Lack of resources/knowledge/skills to access affordable, standard housing.
 - e) Lack of subsidized rental housing.
 - f) Lack of homeless shelters
 - g) Limited funds for emergency assistance programs.
 - h) Lack of awareness information and available resources/services to prevent abuse and neglect and the removal of at-risk children from home.
 - i) Lack of support services to enable single teenage parents and pregnant teenagers to complete high school requirements.
 - j) Lack of resources to provide transportation/medical/needs.
 - k) Lack of employment counseling
 - l) Lack of access to family support/family empowerment services.
 - m) Lack of emergency childcare
 - n) Lack of resources and services for isolated elderly
 - o) Lack of parental knowledge of child development stages and appropriate ways to stimulate learning for children 0-5 years of age. Lack of programs, mentoring for youth.
 - p) Lack of Early Childhood Development programs/daycare to prepare children for school.
 - q) Lack of child/parent literacy
 - r) Lack of child health and wellness
2. Describe the poverty cause(s) in detail in the community with appropriate statistical data (Include data sources). Explain why the problem exists. Identify the segment of the

population and give the number of people experiencing the problem. Explain how the persons are adversely affected.

The program serves four rural counties and have the following populations: Bertie (20,653), Halifax (54,006), Hertford (24,438) and Northampton (21,428). (Source: 2012 U.S. Census Bureau).

These counties have historically been designated as "Tier 1" counties – (i.e., most economically distressed) by the North Carolina Commerce Department. Located in the northeastern region of North Carolina and situated south of the Virginia border, approximately 90 miles west of the Atlantic Coast, this region of the state is characterized by slow growth and the average median household income is more than 30% below the state average. Declining tobacco quotas, peanut buyouts and hurricanes have devastated agriculture – the region's predominant industry. Lumber and textile manufacturing have deteriorated and resulted in numerous layoffs since 2001. Unemployment rates in the area are consistently well above the state and national averages. Poverty is chronic and entrenched in these depressed rural communities.

Unemployment Figures for Service Area

County	October 2012
Bertie County	10.3%
Halifax County	11.1%
Hertford County	8.4%
Northampton County	8.6%
Average for Service Area	9.6%
North Carolina	7.5%
United States	6.6%

Source: North Carolina Department of Commerce - Labor and Economic Analysis Division (November 2013, Preliminary Benchmark: 2012)

The dependent poor headed by persons over 65 years of age and/or disabled represent over 15% of the area poverty households and are not potentially employable. Children under the age of six who live in poverty represent 31% of the population. Minorities that live in poverty represent 80% and 52% are female-headed households. Only 34% of the family members aged 25 or older are high school graduates. They also lack marketable skills/training, have poor or non-existent work histories, display poor work attitudes, and need affordable childcare, transportation, and other supportive services.

High rent with limited earnings also has a major impact in the four counties that CADA serves. The North Carolina Housing Coalition suggests in order for individuals/families to afford rent and utilities for a safe, modest two-bedroom apartment at the fair market monthly rent would be \$584 (Bertie & Northampton), \$599 (Halifax), and \$594 (Hertford); Workers would need to earn \$23,360/\$11.23 per hr. (Bertie & Northampton), \$23,960/\$11.52 per hr. (Halifax) and \$23,760/\$11.42 per hr. (Hertford) annually. The typical renter, however, earns \$7.39 per hr. (Bertie), \$8.76 per hr. (Northampton), \$8.21 per hr. (Halifax), and \$10.19 (Northampton). At minimum wage of \$7.25 per hour, a worker within Bertie and Northampton must work 1.5 full-time jobs to afford this rent and Halifax and Hertford county workers must work 1.6 full-time jobs to afford this rent. When housing is affordable, families do not have to choose between paying for housing and other needs, such as food and medicine.

Compounding these barriers to employment are the remoteness of the area and the lack of employment opportunities. Of the area population, approximately 73% is transportation disadvantaged.

Section II: Resource Analysis (use additional sheets if necessary)

3. Resources Available:

a. Agency Resources:

Community Services Block Grant, Weatherization, Urgent Repair, Single Family Rehabilitation, Section 8, Joblink Career Center, WIA – Youth and Adult, Parents as Teachers, Head Start, Early Head Start, Male Involvement, Emergency Food and Shelter, Energy Share, Senior Housing, Free Income Tax Preparation, Home Ownership, Foreclosure Prevention, Financial Literacy Education, Individual Development Accounts, Comprehensive Referral System with Community Organizations

b. Community Resources:

TANF, Food Stamps, LIEAP, Public Housing, Day Care Centers, Roanoke Chowan Community College and Halifax County Community College, Boys & Girls Clubs, DES, Choanoke Public Transit System, Union Mission, and 4-H

Departments of Social Services

Daycare	Number of Approved Centers	Average Monthly Attendance	Average Spending per Attendance
Bertie	26	181	\$327
Halifax	62	791	\$300
Hertford	30	270	\$298
Northampton	50	372	\$321

TANF	Average Number of Monthly Payments	Average Monthly Payment	Average Monthly Recipients
Bertie	75	\$262	149
Halifax	267	\$207	477
Hertford	87	\$236	148
Northampton	165	\$202	305

Food Stamps	Average Monthly Households	Average Monthly Coupon Value per Household
Bertie	3083	\$220
Halifax	8173	\$229
Hertford	3270	\$235
Northampton	2106	\$173

LIEAP	Total LIEAP Payments	LIEAP Average Payment per Case
Bertie	\$45,400	\$313
Halifax	\$4845,951	\$169
Hertford	\$50,200	\$300
Northampton	\$340,153	\$50

Source: County Departments of Social Services (2011/2012)

Public Housing

	Total Number of Units	Turnover Rate	FMR per Bedroom
Roanoke Chowan Regional Housing Authority	900	24%	1 - \$457; 2 - \$580; 3 - 764; 4 - \$988
Ahoskie Housing Authority	100	7 per year	1 - \$306; 2 - \$341; 3 - \$447; 4 - \$460
Academy Hills apts.	40	4 - 5 per year	1 - \$535
Housing Choice Voucher Program – Bertie and Hertford	272/11	High	1 - \$511; 2 - \$596; 3 - \$735

Other subsidized Apartments

	Total Number of Units	Turnover Rate (Per Year)	FMR Value
Ahoskie HS Apts.	41	3	1 - \$474; 2 - \$534
Windsor Oaks Apts./ Project Based Voucher	50	12	1 - \$408; 2 - \$454; 3 - \$524
Forest Meadows Apts. – Farmers Home Site	21	6	1-\$452; 2-\$542; 3-\$638
Sedgewood Apts.	24	3	1-\$654; 2-\$715
Fox Ridge Apts.	32	0	2-\$577; 3-\$655
Peachtree Court Apts./ Project Based Voucher	50	4	2-\$400; 3-\$415
Pine Gate Apts.	56	7%	1-\$465; 2-\$485 3-\$510
Windsor Village Apts.	32	0	1-\$688
Cashie Apts.	32	3	30% of income
Woodland Olney	30	0	1-\$462; 2- \$507
Richland Apts.	24	1	1 - \$488; 2 - \$518

Sources: Individual Rental Offices in Service Area (2011)

4. Resources Needed
 - c. Agency Resources:

Additional emergency funds, unrestricted funds, additional homeownership grants and loan programs; additional public housing units and HUD section 8 vouchers, funds for after-school programs, funds for entrepreneurial projects; funds for specialized staff for packaging loan applications, mobilizing financial resources, fatherhood program, re-entry program, funding for disseminating information to public/private entities, and substandard housing program to assist seniors needing adaptations so they can

remain in their homes as well as assist individuals/families with energy efficiency to better utilize limited incomes and improve health.

d. Community Resources:

Accessible/affordable housing, funds for infrastructure, public transportation, job training/employment counseling, youth programs, after school programs, assistance with buying a home, homeless shelter, assistance for minor home accessibility modifications for low-income disabled persons, emergency childcare, transportation emergencies, isolation of elderly, parenting education, child literacy programs and child health and wellness programs.

Section III: Goal and Strategy

5. Long-Range Goal:

- Decrease by 30 or more the number of families or individuals living below 100% of the HHS poverty guidelines by June 30, 2015.
- Leverage resources to assist 100 low-income families living in or maintaining substandard housing by June 30, 2015.
- Leverage resources to provide emergency assistance to individuals/families seeking assistance for food, rent/mortgage, and utilities to 225 individuals/families by June 30, 2015.

6. Strategies for Achieving Long-Range Goal:

- Continue to develop a comprehensive client intake to more effectively assess the needs of our participants and expand our internal and external referral network.
- Continue to develop a comprehensive self-sufficiency program to assist those in poverty to improve quality of life.
- Continue an effective interagency collaboration in order to assure services are not duplicated.
- Continue services with local human service agencies to provide needed assistance and facilitate coordination.
- Maintain a counseling and referral system for comprehensive skill-training/education programs.
- Continue to collaborate with local colleges to provide HRD classes to participants
- Provide a comprehensive case management system to assist family members in removing barriers to employment such as daycare, transportation, etc.
- Provide housing support services to families that need to become self-sufficient from

July 1, 2014 to June 30, 2015.

- Maintain a structured housing referral and placement program.
- Seek additional rehab and new construction loan/grant programs to administer for low-income residents.
- Participate in economic development activities that will increase opportunities for self-sufficiency.
- Develop regular involvement with the NC Works Center (Career Center) formerly JobLink to ensure CSBG eligible customers access to the full array of services provided by the center.
- Maintain a system that focuses on individual employment plans and career path utilization
- Educate and promote the importance of financial literacy and asset building
- Promote the Earned Income Tax Credit and free tax preparation assistance for families
- Identify low-income individuals/families in need of emergency assistance and refer to appropriate programs for assistance.
- Provide information on available Emergency Assistance programs
- Form coalition of Emergency Assistance providers
- Maintain a housing referral and placement program

**One-Year Work Program
OEO Form 212**

Section I: Project Identification							
1. Project Name:	Self-Sufficiency						
2. Poverty Cause Name:	Lack of resources, knowledge and/or skills to become self-sufficient						
3. Long-Range Goal:	Decrease by 30 or more the number of families or individuals living below 100% of the HHS poverty guidelines by June 30, 2015.						
4. Selected Strategy:	Decrease by 30 or more the number of families or individuals living below 100% of the HHS poverty guidelines by June 30, 2015.						
5. Project Period:	July 1, 2014	To	June 30, 2015	Plan Year	1	of	1
6. CSBG Funds Requested for this Project:	\$ 405,898.50						
7. Total Number Expected to Be Served:	90						
a. Expected Number of New Clients	76						
b. Expected Number of Carryover Clients	14						
8. Number expected to be moved above Federal Poverty Guidelines this year (Self-Sufficiency Projects):							30
9. Percent of Long-Range Goal Expected to be Met this Year (For projects other than Self-Sufficiency):							N/A

Section II: One-Year CSBG Program Objective and Activities						
Objective:	Implementation Schedule					
Activities	Position Title(s)	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	
Objective: Provide participants (families or individuals) with comprehensive case management along with other services that will help remove barriers to self-sufficiency for 90 low-income families by June 30, 2015.	LCM, CSM	30	70 (40)	90 (20)	90	
<i>1. Development</i>						
1.1 Maintain a comprehensive client intake process to more effectively assess the needs of our participants.	M/CS, CSM, CSMH, CSMEA, WDC LCM	07/14- 06/15 09/14	07/14- 06/15 12/14	07/14- 06/15 03/15	07/14- 06/15 06/15	
1.2 Manage a self-sufficiency program to assist those in poverty to improve their quality of life.	M/CS, CSM, CSMH, CSMEA, WDC, LCM	07/14- 06/15 09/14	07/14- 06/15 12/14	07/14- 06/15 03/15	07/14- 06/15 06/15	

1.3	Maintain a comprehensive case management system to assist family members in removing barriers to employment such as daycare, transportation, etc.	M/CS, CSM, CSMH, CSMEA, WDC, LCM	07/14-06/15 09/14	07/14-06/15 12/14	07/14-06/15 03/15	07/14-06/15 06/15
1.4	Maintain a housing referral and placement program.	M/CS, CSM, CSMH, CSMEA, WDC, LCM	07/14-06/15 09/14	07/14-06/15 12/14	07/14-06/15 03/15	07/14-06/15 06/15
1.5	Continue to expand the financial literacy program with more emphasis on personal budgeting skills for participants.	M/CS, CSM, CSMH, CSMEA, WDC, JD LCM	07/14-06/15 09/14	07/14-06/15 12/14	07/14-06/15 03/15	07/14-06/15 06/15
1.6	Continue a comprehensive Individual Development Account (IDA) Program	M/CS, CSM, CSMH, CSMEA, WDC	07/14-06/15 09/14	07/14-06/15 12/14	07/14-06/15 03/15	07/14-06/15 06/15
1.7	Research resources to assist families achieve self-sufficiency	ED, B/D, DAD, M/CS, CSMH, CSMEA, WDC, JD	07/14-06/15 09/14	07/14-06/15 12/14	07/14-06/15 03/15	07/14-06/15 06/15
1.8	Seek housing resources to bridge gaps for special populations	ED, B/D, DAD, M/CS, CSMH	07/14-06/15 09/14	07/14-06/15 12/14	07/14-06/15 03/15	07/14-06/15 06/15
1.9	Participate in economic development activities to increase opportunities for participants.	ED, B/D, M/CS, WDC, DAD	07/14-06/15 09/14	07/14-06/15 12/14	07/14-06/15 03/15	07/14-06/15 06/15
1.10	An avg. of \$400 for 15 clients will be spent in order to assist with removing barriers to help individuals become self-sufficient.		1	5 (4)	10 (5)	15 (5)
2. Training						
2.1	Continue to train staff for proper intake procedures including income guidelines, documentation, and general information about other agency programs for which the participant may qualify.	M/CS CSMH, CSMEA, WDC, JD CSM LCM	07/14-06/15 09/14	07/14-06/15 12/14	07/14-06/15 03/15	07/14-06/15 06/15
2.2	Train staff in proper techniques of comprehensive case management ensuring proper documentation and follow up for all participants.	M/CS CSMH, CSMEA, WDC, CSM LCM	07/14-06/15 09/14	07/14-06/15 12/14	07/14-06/15 03/15	07/14-06/15 06/15
2.3	Train/monitor staff in efficient use of Accountable Results for Community Action (AR4CA) for proper case management and data collection	M/CS LCM	07/14-06/15 09/14	07/14-06/15 12/14	07/14-06/15 03/15	07/14-06/15 06/15

2.4 Continue to train Center Managers in this systems approach to maximize agency efforts to help our participants and to ensure proper reporting to funding agencies.	M/CS LCM	07/14- 06/15 09/14	07/14- 06/15 12/14	07/14- 06/15 03/15	07/14- 06/15 06/15
3. <u>Enrollment</u>					
3.1. Enroll (or carry over when applicable) eligible participants.	CSMH, CSMEA, CM, CSM LCM	16	56 (40)	76 (20)	76
3.2. Complete intake assessment and determine resources available for eligible participant.	CM, CSM, CSMH, CSMEA, LCM	16	56 (40)	76 (20)	76
3.3. Advise participants of available resources and programs.	CM LCM	16	56 (40)	76 (20)	76
3.4. Provide a general orientation to eligible participant concerning expectations and possible results.	CM, CSM CSMH, CSMEA, WDC, JD LCM	16	56 (40)	76 (20)	76
3.5. Enter into written agreement between mentor and participant.	CM, CSM, CSMH, CSMEA, LCM	16	56 (40)	76 (20)	76
4. <u>Case Management</u>					
4.1. Complete needs assessment to determine strengths and weaknesses of participant	CM, CSM, CSMH, CSMEA LCM	30	70 (40)	90 (20)	90
4.2. Develop a mutually agreed upon plan of action with the participant to be carried out while in the self-sufficiency program.	CM, CSM, CSMH, CSMEA, JD, LCM	30	70 (40)	90 (20)	90
4.3. Coordinate services with local human service agencies to provide needed assistance.	CM, CSM, CSMH, CSMEA LCM	07/14- 06/15 09/14	07/14- 06/15 12/14	07/14- 06/15 03/15	07/14- 06/15 06/15
4.4. Develop parenting skills education programs for participants with children	M/CS, CSMH, CSMEA, WDC, JD, CSM, CM, LCM	07/14- 06/15 09/14	07/14- 06/15 12/14	07/14- 06/15 03/15	07/14- 06/15 06/15
4.5. Provide counseling and referral assistance to skill-training education programs.	M/CS CM, CSM, CSMH, CSMEA, WDC, JD LCM	07/14- 06/15 09/14	07/14- 06/15 12/14	07/14- 06/15 03/15	07/14- 06/15 06/15

4.6. Develop and provide housing support services to families seeking self-sufficiency	M/CS, CSMH, LCM	07/14- 06/15 09/14	07/14- 06/15 12/14	07/14- 06/15 03/15	07/14- 06/15 06/15
4.7. Provide participants referrals to Community Colleges for Human Resources Development classes on regular basis	M/CS CM, CSM CSMH, CSMEA, WDC, JD, LCM	07/14- 06/15 09/14	07/14- 06/15 12/14	07/14- 06/15 03/15	07/14- 06/15 06/15
4.8. Provide referrals to community colleges for skills training, development of individual employment plans and career path plans	M/CS CM, CSM, CSMH, CSMEA, WDC, JD, LCM, CM	07/14- 06/15 09/14	07/14- 06/15 12/14	07/14- 06/15 03/15	07/14- 06/15 06/15
4.9. Coordinate regular involvement in the One Stop Career Center (NCWorks) to insure CSBG eligible customers receive the full array of services. Conduct Job Fairs at Centers.	M/CS CM, CSM, CSMH, CSMEA, WDC, JD LCM	07/14- 06/15 09/14	07/14- 06/15 12/14	07/14- 06/15 03/15	07/14- 06/15 06/15
4.10. Provide/coordinate financial assistance consistent with participant's action plan to help remove barriers such as: transportation, housing, food, health, and any other needs to help them reach their goal.	M/CS CM, CSM LCM, CSMH, CSMEA, WDC, JD	30	70 (40)	90 (20)	90
4.11. Through counseling and training thirty (30) families will gain fulltime employment or upgrade their current employment status.	M/CS CM, CSM, CSMH, CSMEA, WDC, JD, LCM	9	16 (7)	23 (7)	30 (7)
4.12. Offer financial literacy classes – including budget counseling and credit repair.	M/CS, CM, CSM CSMH, CSMEA, WDC, JD LCM	9	16 (7)	23 (7)	30 (7)
4.13. Offer free tax return assistance to clients and promote the Earned Income Tax Credit	MCS, CM, CSM CSMH, CSMEA, LCM	07/14- 06/15 09/14	07/14- 06/15 12/14	07/14- 06/15 03/15	07/14- 06/15 06/15
4.14. Coordinate Individual Development Account program resources for participants to encourage saving.	M/CS CM, CSM LCM CSMH, CSMEA,	07/14- 06/15 09/14	07/14- 06/15 12/14	07/14- 06/15 03/15	07/14- 06/15 06/15

5. <i>Follow Up</i>					
5.1 Maintain at least bi-monthly contact with the participant to monitor the progress of the action plan.	CM LCM	30	70 (40)	90 (20)	90
5.2 Regularly review case management documentation and required participant activities.	M/CS, CSM, CSMH, CSMEA, WDC, CM, LCM	07/14- 06/15 09/14	07/14- 06/15 12/14	07/14- 06/15 03/15	07/14- 06/15 06/15
5.3 Review program results at least monthly and submit reports as requested.	M/CS, CSM, CM, LCM, CSMH, CSMEA, WDC. JD	07/14- 06/15 09/14	07/14- 06/15 12/14	07/14- 06/15 03/15	07/14- 06/15 06/15
5.4 Monitor and review program results and make recommendations for improvement as necessary.	CSMH, CSMEA, WDC, JD, M/CS, CSM, CM, LCM	07/14- 06/15 09/14	07/14- 06/15 12/14	07/14- 06/15 03/15	07/14- 06/15 06/15
5.5 Plan recognition events for graduates.	M/CS CSMH, CSMEA, WDC. JD CSM/ CM LCM		1		1
5.6 Prepare and submit quarterly reports to the Office of Economic Opportunity as required.	M/CS CSMH, CSMEA, WDC. LCM	1 07/14- 06/15 09/14	1 07/14- 06/15 12/14	1 07/14- 06/15 03/15	1 07/14- 06/15 06/15

KEY:

BD-Board of Directors

ED-Executive Director

DAD – Director of Agency Development

M/CS- Manager of Community Services

CSMH-Community Services Center Manager-Housing

CSMEA-Community Services Center Manager-Emergency Assistance

LCM-Lead Case Manager

CM-Case Managers

WDC-Workforce Development Coordinator

NC Works Coordinator – Center Manager

JD-Job Developer

**Community Services Block Grant Program
Fiscal Year 2014-15 Application for Funding
One-Year Work Program
OEO Form 212 (continued)**

Section I: Project Identification						
1. Project Name:	Resource and Referral Services					
2. Poverty Cause Name:	Lack of resources, knowledge and/or skills to acquire emergency assistance.					
3. Long-Range Goal:	Leverage resources to assist 80 low-income families living in or maintaining substandard housing and provide emergency assistance to individuals/families seeking assistance for food, reht/mortgage, and utilities to 120 individuals by June 30, 2015.					
4. Selected Strategy:	Identify low-income individuals/families in need of emergency or standard housing assistance and refer to appropriate programs for assistance.					
5. Project Period:	July 1, 2014	To	June 30, 2015	Plan Year	1	of 1
6. CSBG Funds Requested for this Project:	\$135,299.50					
7. Total Number Expected to Be Served:	200					
a. Expected Number of New Clients	200					
b. Expected Number of Carryover Clients	0					
8. Number expected to be moved above Federal Poverty Guidelines this year (Self-Sufficiency Projects):						N/A
9. Percent of Long-Range Goal Expected to be Met this Year (For projects other than Self-Sufficiency):						75%

Section II: One-Year CSBG Program Objective and Activities						
Objective: To provide assistance to individuals/families in need of emergency assistance.				Implementation Schedule		
Activities	Position Title(s)	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	
1. Development						
1.1 Implement a comprehensive client intake/call-in process to more effectively assess the needs of our participants.	M/CS, CSMEA, CSMH, NCW/CM, CM, LCM	9/14				
1.2 Conduct a workshop with representatives from USDA, Rural Development, private lending agencies, landlords, NCFHA and	M/CS, CSMEA, CSMH, NCW/CM, CM, LCM	9/14				

vendors in the CADA servicing area					
1.3 Conduct Poverty Forum for private/public sectors, community organizations, news media, and solicit support for housing program.	ED, DAD,	9/14			
1.4 Conduct a workshop for CADA staff on Housing options for low-income residence	ED, DAD, M/CS, CSMEA, CSMH, NCW/CM, CM, LCM	9/14			
1.5 Compile, reproduce, and disseminate information on available rental, rehab/new construction resources programs and the need for additional resources.	M/CS, CSMEA, CSMH, NCW/CM, CM, LCM	9/14			
1.6 Meet with community organization service agencies etc. to explain program and solicit support and referrals	M/CS, CSMEA, CSMH, NCW/CM, CM, LCM	9/14			
1.7 Establish cooperative working relationship with realtors, housing authority, lenders, landlords, building materials vendors and government officials	ED, DAD	9/14			
1.8 Coordinate and manage an emergency assistance program to assist those in need of emergency assistance.	ED, DAD, M/CS	9/14	12/14	3/15	6/15
1.9 Organize/maintain partnerships with local Dept. of Social Services (DSS) in order to assure that no services have been duplicated as well as to assure DSS funds have been exhausted.	CM, LCM, M/CS, CSMH, CSMEA, DAD	9/14	12/14	3/15	6/15
1.10 Coordinate a referral system that will connect 200 clients with services/agencies as needed.	CM, LCM, M/CS, CSMEA	50	50	50	50

1.11 Develop/maintain a system of monitoring and tracking available funding allocations in order to assure that funds are exhausted properly to avoid pledging over program allocation.	CM, LCM, M/CS, CSMH, CSMEA	9/14	12/14	3/15	6/15
1.12 Organize/maintain a system that tracks the demographic characteristics of individuals/families that have applied for/received services.	M/CS, CSMEA, CSMH, NCW/CM, CM, LCM	9/14	12/14	3/15	6/15
2. Training					
2.1 Train staff on proper intake/call-in procedures including documentation, Emergency food and Shelter/Energyshare guidelines, and general information about other agency programs for which clients may qualify.	LCM, M/CS, NCW/CM, CSMH, CSMEA, DAD	9/14	12/14	3/15	6/15
2.2 Train staff on proper procedures of collecting information in order to determine if clients are eligible to receive emergency or housing assistance	LCM, M/CS, CSMH, CSMEA, NCW/CM, DAD	9/14	12/14	3/15	6/15
2.3 Train staff on in-house and community resource services in order to refer clients to needed services.	LCM, M/CS, CSMH, CSMEA, NCW/CM, DAD	9/14	12/14	3/15	6/15
2.4 Train staff on the proper policies/procedures to contacting agencies such as Customer Care, Energy Management (CEM), Ameri-Gas, Dominion Power, Roanoke Electric, Housing resources, etc in order to arrange pledges.	ED, LCM, M/CS, CSMH, CSMEA, NCW/CM, DAD	9/14	12/14	3/15	6/15
2.5 Train staff on monitoring and tracking available funding allocations in order to assure that funds are exhausted in the right manner.	M/CS, CSMH, CSMEA,	9/14	12/14	3/15	6/15

3. Case Management					
3.1 Staff will coordinate various services for 200 clients	LCM, CSMH, CSMEA, NCW/CM, CM	50	50	50	50
3.2 Staff will record individuals/families demographic characteristics for participants who have applied for/received services	LCM, CSMH, CSMEA, NCW/CM, CM	9/14	12/14	3/15	6/15
3.3 Staff will verify that approved vendor payments for clients have been submitted/paid to clients' accounts	LCM, CSMH, CSMEA, NCW/CM, CM	9/14	12/14	3/15	6/15
3.4 Complete family data and certify eligibility for program	LCM, CSMH, CSMEA, NCW/CM, CM	9/14	12/14	3/15	6/15
3.5 Assess housing needs of participants.	LCM, CSMH, CSMEA, NCW/CM, CM	9/14	12/14	3/15	6/15
3.6 Counsel participants to develop strategies and refer to appropriate resource program.	LCM, CSMH, CSMEA, NCW/CM, CM	9/14	12/14	3/15	6/15
3.7 Establish and maintain file system for participants	LCM, CSMH, CSMEA, NCW/CM, CM	9/14	12/14	3/15	6/15
3.8 Assist/advocate for participants applying for needed services.	LCM, CSMH, CSMEA, NCW/CM, CM	9/14	12/14	3/15	6/15
3.9 Assist participants with applying for standard housing	LCM, CSMH, CSMEA, NCW/CM, CM	9/14	12/14	3/15	6/15
3.10 Assist participants with completing applications for loans/grants for rehab or new construction.	LCM, CSMH, CSMEA, NCW/CM, CM	9/14	12/14	3/15	6/15
3.11 Assist participants with securing bids to determine rehabilitation or new construction cost.	LCM, CSMH, CSMEA, NCW/CM, CM	9/14	12/14	3/15	6/15

3.12. Monitor participants' applications to assure services are not duplicated.	LCM, CSMH, CSMEA, NCW/CM, CM	9/14	12/14	3/15	6/15
3.13 Check status of applications	LCM, CSMH, CSMEA, NCW/CM, CM	9/14	12/14	3/15	6/15
3.14 Determine whether additional information is needed.	LCM, CSMH, CSMEA, NCW/CM, CM	9/14	12/14	3/15	6/15
3.15 Protect participants' loan/grant funds by monitoring contractor's progress and construction progress.	LCM, CSMH, CSMEA, NCW/CM, CM	9/14	12/14	3/15	6/15
3.16 Coordinate placement for 80 families in substandard housing.	LCM, CSMH, CSMEA, NCW/CM, CM	20	20	20	20
3.17 Provide follow-up counseling as needed for 80 families.	LCM, CSMH, CSMEA, NCW/CM, CM	20	20	20	20
3.18 Counsel families on daily maintenance and housekeeping of housing units.	LCM, CSMH, CSMEA, NCW/CM, CM	9/14	12/14	3/15	6/15
3.19 Counsel families on energy conservation methods and programs.	LCM, CSMH, CSMEA, NCW/CM, CM	9/14	12/14	3/15	6/15
3.20 Counsel families on income management techniques.	LCM, CSMH, CSMEA, NCW/CM, CM	9/14	12/14	3/15	6/15
3.21 Refer participants to needed services: Weatherization Emergency Assistance Employment Assistance Child Care Adult Basic Education Classes, etc.	LCM, CSMH, CSMEA, NCW/CM, CM	9/14	12/14	3/15	6/15
4. Follow-up					
4.1 Staff will follow up with 200 clients to assure needs have been met.	LCM, CSMH, CSMEA, NCW/CM, CM	50	50	50	50

4.2 Staff will generate reports to track participants' characteristics and funding received.	LCM, CSMH, CSMEA, NCW/CM, CM M	9/14	12/14	3/15	6/15
4.3 Staff meetings will be held in order to discuss various needs as well as assure all pledges have been paid in full.	ED, DAD, LCM, CSMH, CSMEA, NCW/CM, CM	9/14	12/14	3/15	6/15
4.4 Evaluate Program	BD, ED, MCS, CMS	9/14	12/14	3/15	6/15
4.5 Submit required reports	ED, DAD, FD CMS, MCS	9/14	12/14	3/15	6/15

KEY:

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ED-Executive Director

FD – Finance Director

DAD – Director of Agency Development

M/CS- Manager of Community Services

CSMEA-Community Services Center Manager-Emergency Assistance

CSMH - Community Services Center Manager - Housing

NCW/CM - NC Works Coordinator – Center Manager

LCM-Lead Case Manager

CM-Case Managers

**Community Services Block Grant Program
Fiscal Year 2014-15 Application for Funding
One-Year Work Program
OEO Form 212 (continued)**

10. Use the tables below to enter your agency's projected outcome results (targets). The outcome measures will be included in the agency's CSBG contract.

All CSBG grantees operating self-sufficiency projects are required to complete Table 1. All CSBG grantees operating non self-sufficiency projects are required to enter applicable outcomes in the Table 2. If your agency operates more than one non self-sufficiency project, please add tables as needed. There should be one table of outcome measures per project.

Table 1 Outcome Measures for Self-Sufficiency Projects	
Project Name:	Expected to Achieve the Outcome in Reporting Period (Target)
Outcome Measures	
Number of persons served	90
The number of low-income families rising above the poverty level	30
The average change in annual income per participant family (in whole #'s)	\$12,000
The number of participants obtaining employment	30
The number of participants obtaining jobs with medical benefits	15
The participant average wage rate	\$9.00
The number of participants completing education/training programs	7
The number of participants securing standard housing	2
The number of participants provided emergency assistance	10

Table 2 Outcome Measures for Non Self-Sufficiency Projects	
Project Name: Standard Housing	Expected to Achieve the Outcome in Reporting Period (Target)
Outcome Measures	
Number of persons served	80
Project Name: Emergency Assistance	
Number of persons served	120

Community Services Block Grant Program
Fiscal Year 2014-15 Application for Funding
One-Year Work Program
OEO Form 212 (continued)

11. For Community Action Agencies that serve multiple counties, provide a breakdown of the expected *number of persons served* in each designated county in the table below. Show the total *number of persons served* in the table.

Number of Families to be Served Per County										
Agency Name: Choanoke Area Development Association of NC, Inc.										
Project Name: Self-Sufficiency Program										
County	Bertie	Halifax	Hertford	Northampton						Total
Total Planned	10	30	10	10						90
Project Name: Resource and Referral Services										
County	Bertie	Halifax	Hertford	Northampton						Total
Total Planned	40	80	40	40						200

**Community Services Block Grant Program
Fiscal Year 2014-15 Application for Funding
Monitoring, Assessment and Evaluation Plan**

1. Describe the role and responsibilities of the following in the assessment and evaluation of agency programs.

a. Board of Directors:

The Board of Directors, as the governing body of the agency, is responsible for the establishment of policies, the direction of activities, and the development of programs and is assisted by the staff in planning, assessing, tracking and evaluating program progress, and recommending changes.

b. Low-Income Community:

Low-income representatives are directly involved through participation on the Board of Directors and on other CADA Advisory Boards and committees that plan, track, and evaluate all CADA programs. Program reports are presented at county council and community organization meetings for review and recommendations. Monthly, the supervisory personnel of each program use the monthly reports generated by the CADA CSBG staff in the Community Service Centers to monitor and evaluate progress. The staff presents program reports to the Board of Directors for review.

c. Program Participants:

Low-income representatives are directly involved in the planning, tracking, and evaluation of all programs. Program participants are encouraged to evaluate and recommend program changes through individual contacts with staff and group/community organization meetings and through needs assessment surveys and tracking of customer satisfaction.

d. Others:

The Board of Directors has representation of faith-based, business, industry, and community members who would be included in this category. (See above) The membership of Advisory Boards/ committees includes other agencies and community organizations. CADA staff serves on consortium boards and collaborates with the community to maximize service without duplication.

2. Describe how administrative policies and procedures are monitored by the Board of Directors.

All CADA employees and members of its governing body are given a copy of the agency's Personnel Policies and Procedures. The Administrative staff and Board monitor these policies. The Personnel and Grievance Committee of the Board of Directors reviews the policies annually and recommends amendments if needed to the Board for approval at a quorum meeting.

CADA has on file a copy of the Affirmative Action Plan approved by CADA's Board of Directors. CADA's Equal Opportunity Officer assures that this plan is adhered to.

Both the Board and the funding sources through monthly and quarterly reports monitor fiscal policies. A local CPA firm conducts an annual audit and copies of the report are transmitted to CADA's governing board and all funding sources.

3. Describe how the Board acts on monitoring, assessment and evaluation reports.

At the monthly Board of Directors' meeting, program reports and recommendations are presented for advice, discussion, revision, and planning as a means of solving problems and improving implementation of service. Programmatic staff is available at Board meetings to answer questions and to provide additional information the Board may need to consider. Through the board process, members make recommendations for Board actions and these are approved, disapproved or tabled for future action. Approval requires a majority of the members. Approval of the CSBG work plan is governed by this process.

4. Describe the Board's procedure for conducting the agency self-evaluation.

Each year during the planning process, the agency conducts a self-assessment. This self-assessment is the basis for program planning and assures the responsiveness of the agency to community needs. Upon completion of a project – end of program year – an in-depth assessment of the project's goals, impact and cost effectiveness is conducted by staff, the Board and the low income. The Board is provided information for assessment through Committee/Staff/ Executive Director reports. This information is used by the Board to determine revisions/additions to the agency's work plan and strategic planning. Agency self-evaluation is an ongoing process. Proposals for funding are presented to the Board for approval each month.

5. Summarize the results of the Board's most recent self-evaluation. Describe how the information has been or will be used to develop the agency's next Strategy for Eliminating Poverty. Indicate the timeframe and planned activities for the next evaluation.

Self Assessments are conducted at the end of each fiscal year. The Board of Directors receives reports from the Executive Director and the managers of the self-sufficiency, housing and employment departments that outline expected and actual results. These reports are delivered each quarter and as needed. Evaluations are ongoing throughout the year and the process provides a foundation for program planning and a vehicle for modification when needed. Board members review the items presented, discuss any perceived problems and explore potential program revisions to insure the agency's continued responsiveness to community needs.

Board members expressed concerns regarding requirements of spending the county allocations in the specified county. An example of a challenge that may occur due to the county spending requirements is CADA may have challenges (staffing and resource) to respond to a crisis in a particular county (for example, natural disasters, plant layoffs, plant closings).

**Community Services Block Grant Program
Fiscal Year 2014-15 Application for Funding
CSBG Administrative Support Worksheet
OEO Form 212A**

1. Administrative Support requested for (Name of Grant): Parents as First Teachers		
2. Total amount of Administrative Support requested: \$7,072.00		
3. Brief description of grant including the name of the funding source: (Smart Start) To promote strong parent child relationships and to promote family self-sufficiency by providing services one-on-one and in group sessions and referring family units to other services that assist parents in helping their children start school healthy and ready to learn.		
4. Total Grant Amount:	\$548,270	
Give the reason for requesting Administrative Support from CSBG and describe how the funds will be used: (Attach supporting documentation in the Appendices) Funding level will only cover program cost even though grant allows 5% to be used for administration. Support needed for the administrative cost the program budget will not cover. Copy of budget is attached. Agency cannot get allowed administrative cost from budget and operate program at level of service that is required because of state budget cuts in the program.		
How will the agency track the CSBG funds used for Administrative Support? GMS Accounting system used by CADA, automatically calculates the indirect costs/administration for all programs and applies the indirect cost percentage to each program's budget. When the percentage of program funds is not available in program budget, the system will automatically identify the administrative costs that will be paid by CSBG.		
7. Basis for determining amount of Administrative Support needed. (Please select either Indirect Costs or Cost Allocation, not both.)		
Indirect Costs		
Indirect Cost Base:		
Indirect Cost Rate %:	%	
Indirect cost base amount for this grant:	\$	
Percent indirect allowed by funding source for this grant:	%	
Dollar amount indirect allowed by funding source for this grant:	\$	
Cost Allocation		
Percent of administrative costs allowed by funding source for this grant %:	5%	
Dollar amount of administrative costs allowed by funding source for this grant:	\$7,072.00	
8. Actual numerical calculation used to determine Administrative Support needed:		
9. Administrative Support to be applied: (choose one)	Monthly	X
	Quarterly	
	Annually	

1.

2.

3.

OFFICE of
ECONOMIC OPPORTUNITY

**Community Services Block Grant [CSBG]
Documentation of Submission to County Commissioners**

Background: The North Carolina Administrative Code [10A NCAC 97C.0111 (b)(1)(A)] requires that each CSBG grant recipient submit its Community Anti-Poverty Plan [grant application] to each County Commissioner Board that it serves.

Instructions: This form is to be completed and notarized by the Clerk to the Board.

Agency Name: _____

County: _____

Date of Application Submission: _____

[Note: This application should be submitted to the County Commissioners at least thirty [30] days prior to application submission to the Office of Economic Opportunity [OEO]. The grant application is due to OEO **January 31, 2014**.

Clerk to the Board should initial all items below.

_____ The agency submitted a complete grant application for Commissioner review.

_____ The Clerk to the Board will be responsible for assuring that the application is distributed to the Commissioners.

_____ Commissioners' comments provided those to the agency. (if applicable)

Clerk to the Board

Date

Witness/Notary

Date

**Community Services Block Grant Program
Fiscal Year 2014-15 Application for Funding
Planning Process Narrative**

ROMA Goals 1, 3 and 5 Low income People Become More Self-Sufficient; Low income People Own a Stake in their Community; Agencies increase their capacity to achieve results	DHHS Excels-Goal 2 Expand understanding and use of information to enhance the health and safety of North Carolinians
---	---

1. Explain in detail how each of the following was involved in the planning and development of this strategic plan.

The Poor

The involvement of the low-income community in the planning process is fundamental to and continues throughout all phases of planning, development, and evaluation. During the program year, CADA staff attends community meetings to inform the low-income of current on-going CADA programs and the impact these programs are making on poverty causes, and to ascertain community needs and concerns for future planning. Low-income residents of the four-county area CADA represents, participate in the development of the annual work plan through community meetings, surveys, annual planning meetings, Head Start Policy Council and other advisory boards and membership on the CADA Board of Directors.

The Staff

The staff, through daily contacts with the targeted population, through community meetings with the low-income and other agencies, through an on-going monthly evaluation process, and by direct involvement in the planning, evaluation, and development of the grant application. A Community Needs Assessment Survey is completed to help determine the needs of the residents living within CADA's service area.

The Board

The Board is reflective of the community and has direct contact with the needs and resources that are available to impact the geographical areas/targeted populations they represent. Targeted populations such as Head Start, the elderly, and youth have representation on the Board, and thus, a direct voice in the planning and development of this strategic plan. In addition, staff presents information from community needs assessments and program evaluations to the CADA Board. The board reviews pertinent information, needs, and resources, and directs the development of the plan.

ROMA Goal 5 Agencies Increase their capacity to achieve results	DHHS Excels-Goals 1 and 2 Manage resources that provide an elevated level of effective and efficient delivery of services and programs to North Carolinians; Expand understanding and use of information to enhance the health and safety of North Carolinians
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2. Describe your agency's method and criteria for identifying poverty causes and list the identified causes. Also describe the methods and criteria used to determine priority and selection of strategies to be implemented that will address the poverty causes.

**Community Services Block Grant Program
Fiscal Year 2014-15 Application for Funding
Planning Process Narrative (continued)**

To facilitate planning, a Needs Assessment is conducted or is reviewed/updated annually. Some programs use a one-year planning process; others use a three – five year process. Choanoke Area Development Association conducts surveys in each of its four counties to identify community strengths and needs as well as the Board of Directors identifies and prioritizes needs of the population in the service area. In 2012 CADA conducted a community needs assessment and this assessment was reviewed as well as updated in 2013.

Planning and information from the Needs Assessment, planning meetings of the low-income, recommendations from the Head Start Policy Council and other standing program boards are presented to the CADA Board of Directors for consideration in establishing poverty causes or needs and their prioritization. The Board considers the identified community needs as they relate to CADA's stated mission and applies the following criteria to prioritize the cause of poverty: (a) magnitude of the problem – the number of people affected by the given cause; (b) intensity – the degree of suffering caused by the problem; and, (c) severity of the problem resulting from the cause – this is the combination of magnitude and intensity. Also considered is (a) the agency's capacity to impact the problem; (b) available resources to combat the problem; (c) methods to measure impact on the problem; and, (d) cost effectiveness. If a discussion/dialogue does not achieve a consensus, a formal ranking method will be utilized.

<p>ROMA Goal 1, 2, 3 and 6 Low income People Become More Self-Sufficient; The conditions in which low income people live are improved; Low-income people own a stake in their community; Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other support systems</p>	<p>DHHS Excels, Goal 4 Provide services to individuals and families identified as being at risk of compromised health and safety.</p>
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3. Describe activities that your agency has undertaken to advocate for and empower low-income individuals and families to achieve economic independence and security.

CADA has worked to address the issue of self-sufficiency and empowerment of low-income individuals by:

1. Coordinating services with local human service agencies so families can get timely referrals and the services needed;
2. Providing space for low-income residents on the Board of Directors; currently low-income residents constitute 37% of the Board membership;
 - Providing counseling and referral assistance for skills training/education programs;
 - Helping low-income families remove barriers to become self-sufficiency such as: daycare and transportation
 - Managing a NC Works (Career Center), which helps low-income families improve skills and find employment;
 - Providing housing assistance to low-income families including rental, rehab, down payment assistance and individualized credit counseling.

**Community Services Block Grant Program
Fiscal Year 2014-15 Application for Funding
Planning Process Narrative (continued)**

- Providing home ownership and financial literacy classes for low-income residents interested in becoming first-time homeowners.
- Offering free income tax preparation assistance and promoting the Earned Income Tax Credit
- Sponsoring an Individual Development Account (IDA) program to help low-income families acquire assets for a small business, homeownership, or post-secondary educational pursuits.
- The IDA program offers a 2-to-1 dollar match and some participants are able to get more depending on their area of residence;
- Implementing a Home Protection Program;
- Providing training opportunities through WIA;
- Implementing Parenting and Literacy Programs such as Parents as First Teachers
- Providing fatherhood activities/trainings for fathers/father-figures participating in Head Start's Male Involvement Program in all four counties;
- Developing new housing opportunities for seniors and disabled individuals, such as Woodland Olney Apartments, Ahoskie High School Apartments and Enfield High School Apartments.

<p>ROMA Goals 1, 2, 4, 5 and 6 Low income People Become More Self-Sufficient; The conditions in which low income people live are improved; Agencies increase their capacity to achieve results; Partnerships among supporters and providers of services to low-income people are achieved; Low-income people, especially vulnerable populations, achieve their potential by strengthening family and support systems</p>	<p>DHHS Excels-Goals 1 and 2 Manage resources that provide an elevated level of effective and efficient delivery of services and programs to North Carolinians; Expand understanding and use of information to enhance the health and safety of North Carolinians</p>
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4. Describe how your agency plans to make more effective use of, coordinate and form partnerships with other organizations and programs including: State welfare reform efforts; public and private resources; religious organizations, charitable groups, and community organizations.

Many of the programs CADA administers have advisory boards that represent the community. CADA actively seeks to form/join partnerships to ensure that the low-income (1) have a voice; (2) are provided unduplicated services; and, (3) receive new services when needed. The membership of the community-at-large category on the CADA Board includes representatives of the faith community, youth and senior organizations, and service organizations such as the Pilot Club. Several CADA staff members serve within the community on various interagency committees, coordination meetings, and serve on community agencies boards in order to establish/maintain effective partnerships.

5. Describe how your agency will establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals, to avoid the

**Community Services Block Grant Program
Fiscal Year 2014-15 Application for Funding
Planning Process Narrative (continued)**

duplication of such services and to fill identified gaps in services, through the provision of information, referrals, case management and follow-up consultations.

Copies of grant applications are furnished to local governing offices, and upon request, to other agencies that administer programs that affect the low-income. CADA staff attends interagency coordination meetings, serves on agency boards, and maintains contact with other agencies to assure effective, non-duplicative delivery of services to the low income. An established interagency referral system assures that the low income have access to unduplicated resources and services.

<p>ROMA Goal 2, 4 and 6 Low income People Become More Self-Sufficient; Partnerships among supporters and providers of services to low-income people are achieved; Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other support systems</p>	<p>DHHS Excels-Goals 1 and 3 Manage resources that provide an elevated level of effective and efficient delivery of services and programs to North Carolinians; Offer outreach and services to individuals and families identified as being at risk of compromised health and safety.</p>
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6. Provide a description of how your agency will support innovative community and neighborhood-based initiatives related to the purposes of the Community Services Block Grant (fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging effective parenting).

Head Start offers a Male Involvement Program reaching out to fathers of Head Start students and our Parents as First Teachers Program assists new mothers with young children with child development issues.

<p>ROMA Goal 5 and 6 Agencies increase their capacity to achieve results; Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other support systems</p>	<p>DHHS Excels-Goals 1 and 5 Manage resources that provide an elevated level of effective and efficient delivery of services and programs to North Carolinians; Provide services and protection to individuals and families experiencing serious health and safety needs who are not, at least temporarily, able to assist themselves.</p>
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7. Describe activities that your agency has undertaken or plans to undertake, on an emergency basis, for the provision of such supplies and services, nutritious foods and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.

CADA has historically had a food pantry in Northampton County to assist those in need and referral sources for our other counties. We have received and distributed fresh vegetables received from the Food Bank of the Albemarle on a sporadic basis throughout the years. In 2010, we embarked on a much more effective method of food distribution – the Mobile Food Bank from the Food Bank of the Albemarle, which services still exist today. This mobile unit, provided by the Kraft Food for America Program, allows us to serve over 100 families in Northampton County with a wide option of food on a monthly basis. CADA is also the lead agency for the Emergency Food and Shelter program. Nutritional outreach programs are coordinated with Cooperative Extensions, WIC and the Health Department. Programs are provided at CADA offices/centers. Staff assists with commodity distribution and serves on interagency councils.

**Community Services Block Grant Program
Fiscal Year 2014-15 Application for Funding
Planning Process Narrative (continued)**

8. Describe how your agency will coordinate the provision of employment and training activities with entities providing activities through statewide and local workforce investment systems under the Workforce Investment Act of 1998.

Choanoke Area Development Association is the administrator of the Bertie County NC Works (Career Center) -- a one stop employment resource that provides a myriad of services and resources to local residents. We work closely with both local community colleges with regards to Career Readiness and TABE Testing and share staff and resources so as not to duplicate services. All CSBG case managers are knowledgeable of the resources at the Bertie County NC Works (Career Center), DES Center and Roanoke Chowan Community College and Halifax County Community College and make frequent referrals to clients seeking employment or skills training.

<p>ROMA Goal 4 and 6 Partnerships among supporters and providers of services to low-income people are achieved; Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other support systems</p>	<p>DHHS Excels-Goal 5 Provide services and protection to individuals and families experiencing serious health and safety needs who are not, at least temporarily, able to assist themselves.</p>
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9. Describe how your agency will ensure coordination with the emergency energy crisis intervention program under title XXVI (relating to low-income home energy assistance).

CADA has established a referral system with the local Departments of Social Services. This referral system is a two-way process since some programs CADA administers must ensure that all other sources of assistance have been exhausted. CADA offices are used by DSS for intake for the LIHEAP Program. CADA staff serves on local boards/councils for coordination and CADA actively seeks resources to complement those of DSS such as EnergyShare and Emergency Food and Shelter programs.

<p>ROMA Goals 4 and 5 Partnerships among supporters and providers of services to low-income people are achieved; Agencies increase their capacity to achieve results</p>	<p>DHHS Excels-Goals 1 and 2 Manage resources that provide an elevated level of effective and efficient delivery of services and programs to North Carolinians; Expand understanding and use of information to enhance the health and safety of North Carolinians</p>
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10. Describe the needs of low-income youth and your agency's efforts to promote increased community coordination and collaboration in meeting the needs of low-income youth.

CADA has identified the following needs for low-income youth: a) lack of after-school programs, b) lack of organized recreational activities, c) lack of adult role models and opportunities to interact with adults, d) lack of tutoring programs, e) few opportunities to build self-esteem, f) lack of work experience opportunities, g) lack of pregnancy prevention programs, and h) poor nutritional habits. In an effort to meet these needs, CADA is currently operating in Halifax and Bertie Counties WIA Year-Round Youth. Head Start provides services and counseling through its Male Involvement Program. CADA operates Parents as First Teachers Programs in Hertford County and Northampton County which serves young mothers.

**Community Services Block Grant Program
Fiscal Year 2014-15 Application for Funding
Planning Process Narrative (continued)**

<p>ROMA Goals 1 and 5 Low-income People Become More Self-Sufficient; Agencies increase their capacity to achieve results</p>	<p>DHHS Excels-Goal 1 Manage resources that provide an elevated level of effective and efficient delivery of services and programs to North Carolinians.</p>
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11. Describe activities that your agency has undertaken or plans to undertake to establish a pool of unrestricted funds to further the agency's mission and reduce dependency on government funding.

a. Funds to support services for low-income persons

CADA continually looks to referrals and dual enrollment to serve clients with all of the resources that may be available to them. We are exploring local fundraising strategies and options to raise unrestricted funds. CADA is exploring options to raise unrestricted funds such as profit centers along with partnering/networking with other funding sources to maximize resources and seek new funds.

b. Funds to support the overall agency

CADA continuously researches and pursues funding from foundations and also seeks local sources of funding from the counties we serve. We have implemented various local fundraising events/activities in order to raise unrestricted funds to support the overall agency as well as scheduled meetings to strategize upcoming fundraiser events. In the future, CADA plans to invite community stakeholders to various CADA awareness meetings in order to promote services and raise awareness on how these services impact individuals within the community; in hopes that these CADA awareness meetings will encourage community stakeholders to donate.

<p>ROMA Goal 2, 4 and 6 Low income People Become More Self-Sufficient; Partnerships among supporters and providers of services to low-income people are achieved; Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other support systems</p>	<p>DHHS Excels-Goals 1 and 3 Manage resources that provide an elevated level of effective and efficient delivery of services and programs to North Carolinians; Offer outreach and services to individuals and families identified as being at risk of compromised health and safety.</p>
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12. Describe your agency's method for informing custodial parents in single-parent families that participate in CSBG programming about the availability of child support services. In addition, describe your method for referring eligible parents to the child support office[s].

All case managers in various programs are ready to discuss child support issues – for mothers or fathers – and advocate on their behalf. CADA works with local DSS offices to insure that children are being supported by their non-custodial parents and will assist clients in pursuing their options – either to obtain child support or to present themselves in court for fair adjudication of the matter. Head Start's Male Involvement Program particularly emphasizes the importance and the protocol to resolve child support issues.

13. Does your agency calculate return on investment for your CSBG program? If so, please explain and give the calculation.

The agency does a preliminary calculation of a seven fold impact in the community for every dollar received and also calculates the leverage the CSBG program provides for support to other programs where funding is provided.

NORTH CAROLINA

Bertie County

I do hereby certify that the Bertie County Board of Commissioners has reviewed the
FY 2014 - 2015 proposed CSBG Anti-Poverty Work Plan for Choanoke Area
Development Association of N.C., Inc. (CADA).

Signature

Title

Date of Review

Windsor, North Carolina
March 20, 2008
Regular Meeting

The Bertie County Board of Commissioners met for a regular meeting at 4:30 PM in the Commissioners Room with the following members present or absent:

Present: Norman M. Cherry, Sr., Chairman
Lewis C. Hoggard, III, Vice-Chairman
J. Wallace Perry
Charles L. Smith

Absent: Rick Harrell

Staff Present: County Manager Zee Lamb
Assistant County Manager Morris Rascoe
Clerk to the Board Misty Deanes
Assistant County Attorney Jonathan Huddleston

Chairman Cherry opened the meeting.

INVOCATION & PLEDGE OF ALLEGIANCE

Vice-Chairman Hoggard led the invocation and the Pledge of Allegiance.

PUBLIC COMMENTS

There were no public comments.

APPOINTMENTS

MS. JENNIPHER DICKENS REGARDING RESOLUTION FOR SHAKEN BABY SYNDROME AWARENESS WEEK

Ms. Jennipher Dickens asked the Board to pass a resolution proclaiming April 20 to April 26, 2008 as Shaken Baby Syndrome Awareness Week. Ms. Dickens stated that April 20 to April 26, 2008 was also National Shaken Baby Syndrome Awareness Week. Ms. Dickens invited each Board member to attend a SBS prevention event to be held April 26, 2008 at Liverman Park and Mini Zoo. She asked that a commissioner be present at the 12 noon opening ceremony to speak on behalf of the Board of Commissioners.

Commissioner Perry introduced a **MOTION** to approve the resolution for Shaken Baby Syndrome Awareness Week. Commissioner Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

The resolution reads as follows:

RESOLUTION

A resolution recognizing the week of April 20-26, 2008, as "Shaken Baby Syndrome Awareness Week"

BE IT FURTHER RESOLVED, that it encourages and supports efforts by the Governor and the Legislature to establish and proclaim a program of activities during Shaken Baby Syndrome Awareness Week to increase public awareness of the dangers of shaking injuries, and to promote affirmative coping skills for all parents and others who care for babies and young children,

BE IT FURTHER RESOLVED, that it encourages the development of a plan of action to increase awareness among state, county and municipal employees in this State about the dangers of shaking injuries, and how they can promote affirmative coping skills for all parents and others who care for babies and young children; and

BE IT FURTHER RESOLVED, that it will encourage and support any efforts by the Governor and the Legislature to work with school districts and the State Education Department to establish a program of activities in schools to increase age-appropriate awareness among students, who may now babysit for young children and who may in the future become parents themselves, of the dangers of shaking injuries, and promote instruction on affirmative coping and parenting skills for such students; and

BE IT FURTHER RESOLVED, that it supports the National Center on Shaken Baby Syndrome's Period of PURPLE crying program Implementation in North Carolina and in this county.

This the 20th day of March, 2008.

Norman M. Cherry Sr., Chairman

Misty Deanes, Clerk to the Board

PLANNING DIRECTOR TRACI WHITE REGARDING PLANNING BOARD MEMBERSHIP

Planning Director Traci White discussed the proposed Ordinance to Create the Bertie County Planning Board. The Board and staff discussed this matter.

Vice-Chairman Hoggard introduced a **MOTION** to call for a public hearing on April 21, 2008 at 7:00 PM to hear comments regarding amendments to the Subdivision Ordinance to remove the section on Planning Board membership and to add the section regarding family exemptions; and to hear comments regarding the creation of the Ordinance to Create the Bertie County Planning Board. Commissioner Perry **SECONDED** the motion. The **MOTION PASSED** unanimously.

CADA DIRECTOR SALLIE SURFACE REGARDING IDA PROGRAM

Ms. Surface discussed the IDA Program. Ms. Surface stated that the paperwork for this grant was due March 25, 2008. Ms. Surface asked that Bertie County contribute \$5000.00 a year for 5 years to help Bertie County citizens become homeowners. The Board and Ms. Surface discussed this program.

Chairman Cherry recommended that any money contributed by Bertie County be required to be used for homeownership only. The Board agreed. The Board asked if any unspent monies would be returned to the County. Ms. Surface stated that it would.

Vice-Chairman Hoggard introduced a **MOTION** to approve the expenditure of \$5000.00 a year for 5 years for the IDA program beginning in FY 2008-2009. Commissioner Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

Ms. Surface updated the Board on other projects and programs by CADA including an upcoming project to work with citizens at risk for foreclosure.

Ms. Surface stated that Hertford County Joblink would be closing. Assistant County Manager Morris Rascoe added that with the closing of the Hertford County Office, citizens would no longer be able to utilize the Employment Security Commission resources at that location. Mr. Rascoe stated that now would be a good time to try to see if the ESC would send a representative to the Bertie County Office. The Board, Ms. Surface and staff discussed this matter.

MRS. JOANN JORDAN REGARDING 2008 BERTIE COUNTY RELAY FOR LIFE

Mrs. JoAnn Jordan discussed the 2008 Relay for Life. Mrs. Jordan discussed the CPS 3 study for Bertie County. Mrs. Jordan asked the Board for a financial donation to Bertie County Relay for Life. Mrs. Jordan asked the Board to pass the 2008 Relay for Life Proclamation.

Commissioner Perry introduced a **MOTION** to approve the 2008 Relay for Life proclamation. Vice-Chairman Hoggard **SECONDED** the motion. The **MOTION PASSED** unanimously.

The proclamation reads as follows:

AMERICAN CANCER SOCIETY
RELAY FOR LIFE PROCLAMATION
BERTIE COUNTY 2008

WHEREAS, the South Atlantic Division of the American Cancer Society is a community based voluntary health organization dedicated to eliminating cancer through research, education, advocacy and service; and

WHEREAS, more than 40,420 North Carolinians will be diagnosed with cancer in 2008, and more than 17, 450 North Carolina citizens will die from this disease; and

WHEREAS, 95 new cases of cancer are projected to occur in Bertie County in 2008, and 55 Bertie County citizens are expected to die from cancer this year; and

WHEREAS, racial and ethnic cancer disparities exist across the entire cancer spectrum from primary prevention to palliative care; and

WHEREAS, Relay for Life provides vital funding for cancer research and cancer control programs in North Carolina and Bertie County; and

WHEREAS, Bertie County was chosen as a 2008 CPS-3 (Cancer Prevention Study) Site by the American Cancer Society to enroll participants in a research project to better understand the genetic, environmental, and lifestyle factors that cause or prevent cancer; and

WHEREAS, Relay for Life, sponsored by the American Cancer Society, will celebrate and honor North Carolinians, Bertie County Citizens and their families that have been affected by cancer with Celebrate, Remember and Fight Back Ceremonies.

NOW THEREFORE, We the Board of County Commissioners of Bertie County, N.C. do hereby

**Merry Hill, North Carolina
October 21, 2013**

Watershed Ordinance Amendment Public Hearing and Regular Commissioners Meeting

The Bertie County Board of Commissioners met at 7:00pm on October 21, 2013 at the Midway/Merry Hill Community Building located at 112 NC 45 N in Merry Hill, NC. The following members were present or absent:

Present:	J. Wallace Perry, Chairman Charles L. Smith, Vice-Chairman Rick Harrell John Trent Ronald "Ron" Wesson
Absent:	None
Staff Present:	County Manager Scott Sauer Clerk to the Board Sarah Seredni Assistant County Attorney Jonathan E. Huddleston Finance Director William Roberson Planning Director Traci White

Media members present included Gene Motley of the Roanoke-Chowan News Herald and Thadd White of the Bertie Ledger-Advance. North Carolina's Department of Transportation District Engineer, Scott Emory, was present for a portion of the meeting.

Chairman Perry opened the meeting.

INVOCATION & PLEDGE OF ALLEGIANCE

Commissioner Harrell led the Invocation & Pledge of Allegiance.

PUBLIC COMMENTS

Chairman Perry opened the floor to Public Comments.

Joe Hoggard of Sans Souci commented on the proposed curbside solid waste & recycling program. Mr. Hoggard said the program would help some but would create hardship for others. He also noted particular communities where it would be difficult for citizens to use the trash containers. Mr. Hoggard concluded by thanking the Board for the innovative idea but that he did not think it was suitable for rural areas. He requested that the Board make a swift decision so that the County could move forward.

Mary Simmons of Merry Hill requested clarification from the Board about what this ordinance means.

A citizen asked the Board if the County would need permission from Martin County to draw water from the Roanoke River.

Commissioners interjected by saying “no” due to the fact that the Roanoke River is located in Bertie County.

Mr. Joe Hoggard of Sans Souci and other citizens present raised concerns about the current private property owners. They asked if the property owners in this affected area could still develop their own property within this ordinance.

Mrs. White said that this could be a possibility but that it would be rather complicated due to the nature and type of land that this ordinance amendment would affect.

Chairman Perry concluded the Public Hearing.

Commissioner Wesson introduced a **MOTION** to accept the proposed Watershed Ordinance Amendment and Map. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

CADA of NC, Inc. Report Presentation by Executive Director, Mrs. Sallie Surface

A report was presented by CADA’s Executive Director, Mrs. Sallie Surface. The report was an update of a previous 2008 report that was provided to the Commissioners. Mrs. Surface thanked the Board for their continued support and expressed her appreciation for the long lasting relationship between her organization and the County. The report explained how the sequester has impacted particular programs of CADA including Head Start, Early Head Start, Section 8, IDA, the Bertie JobLink Center in Windsor and other programs. A number of Bertie County residents have benefited from the offered programs. Mrs. Surface requested reimbursement funding for 12 new homeowners (totaling \$12,000) within the IDA program as well as to use the remaining \$13,000 balance to extend the program until June 2014. CADA also requested that the Board review their request for funding contributions during the 2013-2014 fiscal year as well as the contributions that the Bertie JobLink in Windsor has made to local economic development. Mrs. Surface also stated how the Bertie JobLink is an asset to the County and that financial support is needed from the Board in order to continue providing services at the Center.

Finance Director, William Roberson, stated that according to County records, that the County had issued \$1,000 in IDA reimbursement to CADA back in 2008.

Mrs. Surface stated that she was not aware of this transaction but that she would investigate CADA’s financial records for that year.

BOARD APPOINTMENTS

William Roberson

From: Sallie P Surface <ssurface@nc-cada.org>
Sent: Wednesday, November 13, 2013 3:27 PM
To: William Roberson
Cc: Scott Sauer; bgreene@nc-cada.org; 'Deborah Baker'; tneal@nc-cada.org
Subject: Additional information about the IDA Participants who purchased houses in Bertie County
Attachments: Bertie IDA Closings July 2008-June 2013.docx

A listing of the residents who purchased homes and were eligible for the match is attached.

Summary;

GRANT YEAR	CLOSINGS	
Year 1	3	County paid for one for this grant year
Year 2	3	
Year 3	4	
Year 4	2	
<u>Year 5</u>	<u>1</u>	
TOTAL	13	County has paid for one

Please advise if additional information is needed.

CLOSINGS

<u>Grant Year/Date</u>	<u>Name</u>	<u>Address</u>	<u>Loan Amount</u>
1. 07/01/2008	Demetris Morris	313 Glovers Cross Road, Colerain	\$106,900-Paid
1. 09/23/2008	Marry Smallwood	176 Cooper Hill Rd, Windsor	\$118,800
1. 01/16/2009	John Williams	110 North Cherry Street, Windsor	\$108,021
2. 10/07/2009	Jacqueline Warren	233 Center Grove Rd, Ahoskie	\$120,000
2. 10/27/2009	Devon Swain	110 Norfleet Street, Lewiston	\$121,000
2. 11/3/2009	Joe Williams	347 Hexlena Rd., Ahoskie	\$130,000
3. 07/28/2010	Angela Brown	329 Glovers Cross Rd, Colerain	\$137,100
3. 11/17/2010	Jeryl Raynor	404 Hoggard Mill Rd, Windsor	\$124,355
3. 01/26/2011	Dottie Ashe	402 Hoggard Mill Rd., Windsor	\$137,104
3. 04/12/2011	Doretha Rascoe	3332 Governors Rd., Lewiston-Woodville	\$140,100
4. 08/24/2011	Brenda Hyman	210 Grabtown Rd., Windsor	\$122,878
4. 10/12/2011	Lisa Biggs	522 Mt. Olive Rd., Windsor	\$135,000
5. 04/01/2013	Natasha Cherry	208 Holloman Rd., Ahoskie	\$63,780

GROUND LEASE AND EASEMENT AGREEMENT

This GROUND LEASE AND EASEMENT AGREEMENT (this "Ground Lease"), is dated as of December 31 , 2013 ("Effective Date") between the TOWN OF WINDSOR and BERTIE COUNTY, bodies politic, organized and existing under the laws of the State of North Carolina (collectively referred to as "Owner") and SUNENERGY1WINDSOR COOPER HILL SOLAR, LLC, a North Carolina Delaware limited liability company ("Tenant").

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, hereby agree as follows:

1. **Definitions.** For all purposes of this Ground Lease the following terms shall have the meanings assigned to them in this Article 1, and include the plural as well as the singular. Capitalized terms used in this Ground Lease and not defined herein shall have the meaning given in the Option to Lease entered into by and between the Parties hereto Owner and Tenant's predecessor in interest, Sunenergy1, LLC and dated September 26 , 2013.

1.1 "Affiliate" means, when used with reference to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. For purposes of the foregoing, "control", "controlled by" and "under common control with" with respect to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, partnership interests or by contract or otherwise.

1.2 "Business Day" means any day other than Saturday or Sunday or a legal holiday observed by the State of North Carolina.

1.3 "Casualty" means any loss or destruction of or damages to the Facility or the Site resulting from any act of God, fire, explosion, earthquake, accident or the elements, whether or not covered by insurance and whether or not caused by the fault or negligence of either Party, or such Party's employees, agents, contractors, or visitors.

1.4 "Closing" has the meaning set forth in Section 23.2.

1.5 "Commercial Operation Date" means the date upon which Tenant notifies Owner that the Facility is commercially operational.

1.6 "Environmental Laws" means any federal, state or local law, code, statute, ordinance, rule, regulation, rule of common law, guideline or informal policy position, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material; or any substances or mixture of any Hazardous Materials regulated thereunder, now or hereafter enacted or promulgated (collectively, and including, without limitation, any such laws which require notice of the use, presence, storage, generation, disposal or release of any Hazardous Materials to be provided to any party), including, but not limited to, the following: the Comprehensive Environmental Response,

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Compensation and Liability Act, as now or hereafter amended (42 U.S.C. Section 9601, et seq.); the Hazardous Materials Transportation Act, as now or hereafter amended (49 U.S.C. Section 1801, et seq.); the Resource Conservation and Recovery Act, as now or hereafter amended (42 U.S.C. Section 6901, et seq.); and any so-called “Superfund” or “Superlien” law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material; or any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended (15 U.S.C. Section 2601 et seq.); and any “toxic pollutant” under the Clean Water Act, as now or hereafter amended (33 U.S.C. Section 1251 et seq.); and any hazardous air pollutant under the Clean Air Act, as now or hereafter amended (42 U.S.C. Section 7901 et seq.).

1.7 “Environmental Liability” means any action, lawsuit, claim or proceeding (including claims or proceedings at common law or under the Occupational Safety and Health Act or similar laws relating to safety of employees) arising under or related in any way to the Environmental Laws or which seeks to impose liability for (a) noise; (b) pollution or contamination of the air, surface water, ground water or land or the clean-up of such pollution or contamination; (c) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal or transportation; (d) exposure to or contamination by Hazardous Materials; (e) the safety or health of employees or (f) the manufacture, processing, distribution in commerce or use of Hazardous Materials. An “Environmental Liability” includes a common law action, whether direct or indirect, as well as a proceeding to issue, modify or terminate an Environmental Permit, or to adopt or amend a regulation to the extent that such a proceeding attempts to redress violations of an applicable permit, license, or regulation as alleged by any governmental authority.

1.8 “Environmental Permit” means any permit, license, approval or other authorization under any applicable Environmental Laws.

1.9 “Facility” means a solar photovoltaic electric generating facility or facilities and related Utilities, improvements, equipment, facilities, appurtenances and other improvements existing on the Effective Date and/or to be developed, constructed, owned, operated and maintained on the Site and the Easement Areas, including but not limited to all structures, machinery, equipment, meters, fixtures, interconnections, ancillary equipment and materials, and all additions, expansions and modifications thereto as may be located on the Site and the Easement Areas.

1.10 “Force Majeure” means all events beyond the control of the Party affected, including without limitation flood, earthquake, storm, lightning, fire, explosion, war, riot, civil disturbances, strikes, and sabotage.

1.11 “Hazardous Materials” means any flammable, reactive, explosive, corrosive or radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials, wastes or substances, exposure to which is prohibited, limited or regulated by a federal, state, county, regional or local authority, or any Environmental Laws including, but not limited to, asbestos, PCBs, petroleum products and by-products, hazardous air pollutants, or any substance identified, defined or listed as a “toxic pollutant,” “hazardous wastes,” “hazardous materials,” “hazardous substances,” “toxic

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substances,” “pollutant or contaminant,” “hazardous chemical,” or any hazardous air pollutant, or similarly identified in, pursuant to, or for purposes of, any Environmental Laws.

1.12 “Lease Year” means each consecutive 12 month period during the Term commencing with the first day of the first full calendar month following the Rent Commencement Date (or if the Rent Commencement Date shall occur on the first day of a calendar month, commencing on the Rent Commencement Date) and ending on the last day of the calendar month completing such 12 month period.

1.13 “Official Records” means the Official Records of Bertie County, North Carolina.

1.14 “Owner’s Parties” means Owner, its officers, directors, partners, members, affiliates, lenders, employees, shareholders, attorneys, lessees (other than Tenant), sublessees, licensees, invitees, contractors, subcontractors, consultants, agents and any of their respective successors and assigns.

1.15 “Party” or “Parties” means Owner and/or Tenant, as applicable.

1.16 “Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, estate, unincorporated organization or other business entity, or any governmental authority.

1.17 “Release” means any release, pumping, pouring, emptying, injecting, escaping, leaching, dumping, seepage, spill, leak, flow, discharge, disposal or emission of a Hazardous Material whether on, under or migrating to or from the property of any Party.

1.18 “Rent Commencement Date” means the date that Tenant obtains its Power Purchase Agreement or the Effective Date, whichever date occurs first. The Effective Date is the first day after the expiration of the 120-day Initial Option Period contemplated in the Option to Lease or, if extended, the expiration of any Additional Option Period(s) or upon Tenant’s written notice of its election to lease, which date shall be inserted into the first paragraph of the Agreement.

1.19 “Rent Payment Term” means the period of time commencing with the Rent Commencement Date and expiring at the end of the Term.

1.20 “Site” means the property described on Exhibit A attached hereto together with all improvements located thereon as of the Effective Date.

1.21 “Tenant’s Parties” means Tenant, its officers, directors, partners, members, affiliates, lenders, employees, shareholders, attorneys, lessees, sublessees, licensees, invitees, contractors, subcontractors, consultants, agents and any of their respective successors and assigns.

1.22 “Transfer” means a transfer or conveyance of Owner’s interest in (i) the Site, (ii) the Easements and/or (iii) this Ground Lease.

1.23 "Utilities" means the services and related improvements, equipment and facilities necessary for the operation of the Facility, including, but not limited to, natural gas, electrical power, water, storm water, sanitary sewer, roads, telephone and telecommunication services, improvements, equipment and facilities.

2. Site Preparation; Lease; Term.

2.1 Site Preparation. Tenant agrees to clear, grub, and rake the Property. The cost of this land clearing work, minus \$15,000.00, will be treated as prepayment of the Lease. Tenant shall be responsible only for the basic site preparation of clearing, grubbing, and raking, and only the cost of clearing, grubbing and raking will be considered as prepayment of the Lease. The cost of leveling, grading, mucking, filling, seeding or any other additional site preparation will not be considered as prepayment of the Lease. Tenant will be responsible for compliance with any local, state or federal rules or regulations regarding site work, including but not limited to water quality and air quality regulations. The work will be completed within a reasonable time after commencement, weather permitting. Tenant will not have to pay rent for the time period that is prepaid. That time period is calculated by taking the cost of clear, grub and rake, subtracting \$15,000.00, and then dividing by both the rental obligation for that lease term and the acreage being leased. If the resulting number of months includes a fraction of a month, then the rent paid for that fraction of a month will be pro-rated. Tenant will not allow any liens to be placed on the Site as the result of land clearing activities. Tenant will post a sufficient payment bond to assure payment of its contractor and subcontractors.

2.2 Lease of Site. Term Owner hereby leases the Site to Tenant, and. Tenant hereby leases the Site from Owner, upon the terms and conditions hereof, for a term which shall commence on the Effective Date, and expire on the date that is fifteen (15) years after the Commercial Operation Date (the "Initial Term"); provided, that upon not less than 180 days written notice (a "Renewal Notice") to Owner prior to the expiration of the then expiring term, Tenant may elect to extend the term of this Lease for a period of five (5) years (the "First Renewal Term"), followed by up to two additional period(s) of five (5) years each (the "Second Renewal Term" and "Third Renewal Term", respectively, and, together with the First Renewal Term and the Initial Term, collectively, the "Term"), with each such renewal term commencing on the expiration of the then expiring term and continuing for the period specified in such Renewal Notice delivered by Tenant.

2.3 Termination Right. In the event of a condition outside of Tenant's reasonable control that prevents or materially and adversely affects Tenant's ability to use or operate any Facility located on the Site for the purposes of generating or selling electricity, Tenant shall notify Owner ("Tenant's Notice") of the same and the Parties shall meet and discuss whether there is any commercially feasible alternative for Tenant to maintain its operations on the Property. If the Parties, each negotiating in good faith, cannot come to a mutually satisfactory agreement within sixty (60) days following the date of Tenant's Notice, then Tenant may, at any time following such date, elect to terminate this Ground Lease with respect to all or a portion of the Site by giving Owner not less than one hundred twenty (120) days notice of such termination ("Tenant's Election"). In the event Tenant elects to terminate this Ground Lease with respect to a portion of the Site, Tenant's Election shall contain a description of the portion of the Site for which Tenant intends to continue this Ground Lease and the Parties shall enter and execute with due diligence an Amendment to this Ground Lease in order to effectuate any

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revision to this Ground Lease that is required as a result of Tenant's Election. Upon the effective date of any such termination with respect to all of the Site, this Ground Lease shall terminate and neither Party shall have any further obligations under this Ground Lease, except as specifically set forth herein. If Tenant elects to terminate this Agreement, it will not be entitled to reimbursement for any of its land clearing costs.

2.4 **Conditions Precedent.** It shall be a condition precedent to Owner's obligations hereunder that (a) Owner shall have complied with the provisions of N.C.G.S. § 160A-269 and 160A-272, which require that the Owner, which is a public body, publish a notice of the offer and allow 10 days for upset bids, (b) Tenant shall have executed an agreement with Owner providing for the interconnection of the Facility with the electric distribution system of Owner, and (c) Tenant shall have executed a Purchase Power Agreement.

3. **Severance.** The Parties agree that all improvements at any time constructed by or for Tenant on the Site or within any Easement Area, whether prior to the Effective Date or after the same, and all equipment at any time acquired by or for Tenant and located on the Site or within any Easement Area, including (without limitation) all improvements and equipment comprising the Facility, are hereby severed by agreement and intention of the Parties and shall remain severed from the Site and any Easement Area, shall be considered with respect to the interests of the Parties hereto as the sole and exclusive property of Tenant or a Financing Party designated by Tenant, and, even though attached to or affixed to or installed upon the Site or within an Easement Area, shall not be considered to be fixtures or a part of the Site or such Easement Area and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Site or any Easement Area by Owner. Except as specifically provided for herein and except for property tax liens, Owner waives any rights it may have under the laws of the State of North Carolina arising under this Ground Lease or otherwise to any lien upon, or any right to distress or attachment upon, or any other interest in, any item constituting part of the Facility or any other equipment or improvements constructed or acquired by or for Tenant and located on the Site or within any Easement Area. Upon the termination of this Lease, and subject to any amendment or extension to this Lease, and except as Owner may otherwise elect as described in Article 6 below, Tenant shall remove any and all of the aforesaid improvements and equipment and restore the Property to its original condition as of the time of the execution of this Lease.

4. **Rent; Tenant Costs.**

4.1 **Rent.** During the Rent Payment Term, Tenant shall pay annual rent ("Base Rent"), in advance, to Owner commencing on the Rent Commencement Date and on each anniversary of the Rent Commencement Date thereafter (each such payment date, a "Rent Payment Date"). During the Initial Term and commencing on the Rent Commencement Date, Base Rent shall be in the amount of Three Hundred and No/100 Dollars (\$300.00) per acre of the Site per year, payable annually in advance. During the First Renewal Term, Base Rent shall be in the amount of Three Hundred Fifty and No/100 Dollars (\$350.00) per acre of the Site per year, payable annually in advance. During the Second Renewal Term, Base Rent shall be in the amount of Three Hundred Fifty and No/100 Dollars (\$350.00) per acre of the Site per year, payable annually in advance. During the Third Renewal Term, Base Rent shall be in the amount of Three Hundred Fifty and No/100 Dollars (\$350.00) per acre of the Site per

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year, payable annually in advance. The acreage of the Site shall be as determined by Tenant's survey (the "Survey") of the Site and any applicable Easement Areas.

4.2 Interest. Any monetary payment due Owner hereunder not received on or before such payment is due, other than late charges, not received by Owner within 10 Business Days after Tenant receives notice from Owner that such payment shall be due shall bear interest from the due date until the date paid. The interest charged shall be equal to the lesser of 10% per annum or the maximum rate allowed by law.

4.3 Tenant Costs.

(a) Tenant covenants and agrees to pay any personal property taxes or special assessments, if any, that may be levied or assessed against any improvements, or other personal property, situated on the Property, water and sewer rents/charges, liens, utilities charges, insurance and other costs which the Owner would not incur but for this Agreement that are due and payable during the Term hereof and are at any time imposed or levied against the Facility, the Easement Area or the Site, directly to the agency, entity, municipality or other party charged with collection of same. In the event Tenant fails to make any such payment when due, Owner may in its sole discretion pay the same on behalf of Tenant, and the same shall be due to Owner as repayment in which event Owner shall have the right, after ten (10) days Notice to Tenant, to charge Tenant interest thereon beginning ten (10) days from the date of such Notice as provided in Section 4.2.

(b) Tenant will furnish to Owner, upon request once per year, a proof of payment of all items referred to in Section 4.3(a) that are payable by Tenant; provided, that Tenant will in addition furnish to Owner proof of payment of any taxes or payments in lieu thereof and proof of payment of insurance premiums promptly after demand therefor.

5. Further Assurances. Owner and Tenant shall conduct good faith negotiations with due diligence and upon reasonable terms concerning any further instruments and documents, including, without limitation, a shared facilities agreement, if reasonably necessary, and take any further action that may be reasonably necessary to effectuate the purposes and intent of this Ground Lease. To such end, Owner and Tenant shall conduct good faith negotiations with due diligence and upon reasonable terms concerning any nonexclusive easements and rights-of-way in, to, over, under and across the Site and/or adjacent lands owned or controlled by Owner, and any improvements thereon, as the Parties mutually determine may be necessary or desirable in connection with the development, construction, ownership, operation, maintenance and expansion of the Facility (the "Operational Easements") as well as a solar skyway easement (the "Solar Skyway Easement" (the Operational Easements and the Solar Skyway Easement herein collectively referred to as the "Easements", each also herein sometimes referred to as an "Easement"), which Easements shall burden real property owned or controlled by the Owner (the "Easement Areas"). All Easements shall (a) be non-exclusive, (b) be co-terminous with the Term hereof (as the same may be extended), (c) be appurtenant to the Site, benefit and run with the Site and burden and run with the Easement Areas, and (d) require Tenant to bear the cost of restoring the condition of the Easement Area after the exercise of any rights of access under such Easement. Without limiting the generality of the foregoing, Owner acknowledges and agrees that Tenant may request Easements for solar skyway protection, construction laydown

areas, pedestrian and vehicular ingress, egress and access, parking and circulation, electrical distribution lines, water lines, fire lines, gas lines, storm drainage, sewer lines, telephone lines, fiber optic lines, and other or associated Utilities, facilities and/or equipment serving the Facility and/or the Site. Upon reaching mutual agreement concerning any such request, the Parties shall execute one or more easement agreements reflecting the certain of the Operational Easements in substantially the form of attached Exhibit B, and a Solar Skyway Easement in substantially the form of Exhibit C, which easement agreements shall be recorded in the Official Records at Tenant's expense. Owner shall not grant or convey any easement or other interest that, if used or enjoyed in accordance with its terms, would interfere with Tenant's operation, use and enjoyment of the Facility, the Site, and/or the Easements. If there are any mortgages, deeds of trust or other security interests with respect to the Site and/or any Easement Area(s), within 30 days after Tenant's written request, Owner shall obtain a commercially reasonable subordination, non-disturbance and attornment agreement, in a form provided by and satisfactory to Tenant from any lender or beneficiary which provides, among other things, that Tenant's occupancy or use of the Easements in accordance with the terms of the applicable easement agreement will not be disturbed.

6. **Surrender of Site**. Upon expiration of the Term, any termination of this Ground Lease, and any termination of this Ground Lease with respect to any portion of the Site and/or Easement Areas (collectively referred to in this Article 6 as "Termination"), Owner shall have the right to require Tenant to remove so much of said Facility and any other improvements located upon the Site or Easement Areas that are subject to such Termination as Owner may elect. Owner shall provide Tenant written notice of said election ("Owner's Election") within sixty (60) days of such Termination. Notwithstanding anything herein to the contrary, however, in the event Tenant elects to terminate all or any portion(s) of the Site or the Easement Areas under the terms of Article 2, Tenant shall be entitled to retain title to and shall remove all of its Facility and other improvements and personal property located within such areas as to which the Ground Lease and/or any Easement is terminated, and Owner shall not be entitled to elect to take title to same. Within one hundred eighty (180) days of Owner's Election, Tenant shall commence to decommission, dismantle, and remove the Facility and any other improvements and all other property of Tenant located upon the Site or Easement Areas ("Tenant Removal Obligations") that Owner is not entitled to take title to and return such applicable portions of the Site and Easement Areas to their condition as of the Effective Date to the extent reasonably practical. In this regard, Tenant shall repair any damage to, and remove any debris placed upon, Owner's property arising out of or related to such removal or Tenant's use of the Site and Easement Areas and shall complete such Tenant Removal Obligations within ninety (90) days of commencement of the work, or such other period of time as may be agreed to by Owner. Owner hereby grants to Tenant and Tenant's Parties a license to enter upon the Site and the Easement Areas to perform the activities required to be performed by Tenant pursuant to this Article 6, which license shall be effective commencing upon the date of Termination and shall terminate upon the date on which such Tenant Removal Obligations are complete. Failure by Tenant to perform the above Tenant Removal Obligations within said period shall entitle Owner to perform said Tenant Removal Obligations including sale or disposal of the Facility, fixtures, personal property and any other improvements remaining on the Site or Easement Areas and recover all of its costs and expenses in doing so from Tenant. Owner will provide written notice to Tenant of Owner's election to commence Tenant Removal Obligations under this Article 6 at least Twenty (20) days prior to commencing any Tenant Removal Obligations During the period of surrender, all

provisions of this Ground Lease except for Article 4 regarding Rents and Tenant Costs, shall remain in full force and effect until that time that Tenant's Removal Obligations are complete and the Site has been fully surrendered in accordance with this Article 6.

7. **Nontermination.** Except as specifically provided for in this Ground Lease, this Ground Lease shall not terminate, nor shall Tenant's interest in the Site, the Easements, or the Facility be extinguished, lost, conveyed or otherwise impaired, or be merged into or with any other interest or estate in the Site, the Easement Areas or any other property interest, in whole or in part, by any cause or for any reason whatsoever.

8. **Possession and Quiet Enjoyment.** As long as no Tenant Event of Default under this Ground Lease has occurred and is continuing beyond any applicable cure period, Owner covenants and agrees that Tenant shall enjoy quiet possession of the Site and the Easements without any disturbance from Owner or any person claiming by or through Owner. With the exception of property tax liens, Owner will not permit or suffer to exist any mortgage, deed of trust, or other encumbrance on or against the Facility, the Site or the Easement Areas without Tenant's prior written consent, which will not be unreasonably withheld. Upon either Party's discovery of any such lien, such Party shall (a) promptly give written notice thereof to the other Party, and (b) Owner shall cause the same to be discharged of record or deliver to Tenant, within 30 days after the date Owner receives notice of filing of the same, appropriate security for payment, either by payment, deposit or bond. If Owner shall fail to discharge any such lien(s) within such period, in addition to any other rights or remedy hereunder, Tenant may, but shall not be obligated to, procure the discharge of the same either by paying the amount claimed to be due by deposit in court or bonding. Any amount so paid or deposited by Tenant, and all costs and other expenses related thereto, including reasonable attorneys' fees, in defending any action or in procuring the discharge of such lien, with all necessary disbursements in connection therewith, together with interest thereon at the prime interest rate of Bank of America, N.A., or its successor, plus 4% per annum (subject to and limited by applicable usury laws) from the date of payment or deposit, until repaid to Tenant, shall be payable by Owner to Tenant upon demand,

9. **Use of Site; Development of Facility.**

9.1 **Use.** During the Term, Tenant shall have exclusive use of the Site. Tenant may use the Site and the Easement Areas only for purposes related to due diligence investigations and studies related to the construction and operation of the Facility, and the construction, use, operation, repair, ownership, replacement, expansion, modification, upgrade or maintenance of the Facility.

9.2 **Construction of the Facility.** Tenant shall determine whether and when to construct (or cause the construction of) the Facility on the Site and within the Easement Areas in its sole discretion, however, in any event, Tenant shall complete construction of the Facility within two (2) years of the Effective ~~date~~Date of this Ground Lease. Failure to construct the Facility within the prescribed time constitutes a Default under this Ground Lease and will be subject to Article 13 herein. Should Tenant seek to obtain any permits, licenses, exemptions or certifications in connection with the Facility, Owner agrees to cooperate fully and promptly with Tenant in such efforts. To the extent permitted by law, all permits, licenses, exemptions and certifications for the construction of the Facility shall be in the name of and for the benefit of

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Tenant or a party designated by Tenant. Owner has no obligation to upgrade, update, expand, replace, make additions to, or otherwise modify the Facility.

9.3 Maintenance. During the Term, Tenant shall be responsible for the general maintenance of the Site, and the Easement Areas, in a good condition and in accordance with prudent industry standards given the permitted use hereunder, which maintenance shall include the planting as well as maintenance of a low growth ground cover on the Site and mowing as may be reasonably required.

9.4 Environmental.

(a) Tenant shall operate the Facility in compliance with all Environmental Laws relative to the Facility and shall identify, secure and maintain all required governmental permits and licenses as may be necessary for the Facility. All required governmental permits and licenses issued to Tenant and associated with the Facility shall remain in effect or shall be renewed in a timely manner, and Tenant shall comply and cause all third parties to comply therewith. All Hazardous Substances handled, generated or used on the Facility, the Easement Area or the Site will be managed, transported and disposed of in a lawful manner. Tenant shall not knowingly permit the Facility, the Easement Area or the Site or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Substances, except in such amounts as are ordinarily used, stored or generated in similar projects, or otherwise knowingly permit the presence of Hazardous Substances in, on or under the Facility, the Easement Area or the Site in violation of any applicable law.

(b) Tenant shall promptly provide Owner with copies of all forms, notices and other information received by or on behalf of Owner concerning any releases, spills or other incidents relating to Hazardous Substances or any violations of Environmental Laws at or relating to the Facility, the Easement Area or the Site upon discovery of such releases, spills or other incidents, when received by Tenant from any government agency or other third party or when and as supplied to any government agency or other third party. Prior to undertaking any actions or remediation relating to or concerning any matter or incident set forth in the preceding sentence, Tenant shall provide Owner with its remediation or other plan of action to remedy such matter or incident and obtain Owner's written consent, which consent shall not be unreasonably withheld so long as such actions or remediation by Tenant would not potentially have a material adverse long-term or short-term effect on the Facility, the Easement Area or the Site, or any parcels adjoining the Facility, the Easement Area or the Site.

10. Insurance.

10.1 Coverage. As to all activities hereunder, the following insurance shall be obtained and maintained in force during the Term by Tenant.

(a) Commercial General Liability. Commercial General Liability insurance including, but not limited to, coverage for premises/operations, explosion, collapse and underground hazards, products/completed operations, property damage and bodily injury providing for minimum limits of \$1,000,000.00 for bodily injury, including death, and property

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damage, arising from any one occurrence, and a \$2,000,000.00 aggregate limit. This commercial general liability policy shall include Owner as additional insured.

(b) Workers' Compensation Insurance. Workers' Compensation insurance or qualified self-insurance in accordance with State and Federal laws including statutory North Carolina benefits and other states' endorsement covering loss resulting from injury, sickness, disability or death; and Employer's Liability insurance or self-insurance with limits of not less than \$100,000.00 each accident or disease or the minimum limit necessary to meet the underlying requirements of the excess liability carrier, but in no event less than \$500,000.00 bodily injury by disease policy limit.

(c) Hazard Insurance. Hazard insurance (with standard deductibles, in Tenant's discretion) insuring the Facility, the Easement Area and the Site for fire, casualty and extended coverage in any event in amounts not less than one hundred percent (100%), of then repair and replacement cost of the Insurable Property, with commercially reasonable deductibles. Replacement cost values should be determined annually by a method acceptable to the insurance company providing coverage, provided that independent appraisals are conducted at least every five years by an appraiser. The overall property limit at the outset should include coverage for increased cost of construction, demolition and contingent liability from operation of building laws.

(d) Flood Insurance. Flood insurance if at any time the Facility, the Easement Area or the Site are located in any federally designated "special hazard area" (including any area having special flood, mudslide and/or flood-related erosion hazards, and shown on a Flood Hazard Boundary map or a Flood Insurance Rate Map published by the Federal Emergency Management Agency as Zone A, AO, AI-30, AE, A99, AH, V0, V1-30, VE, V, M or E) in an amount equal to the full replacement cost or the maximum amount then available under the National Flood Insurance Program; A portion of the Property is currently located in a federally designated "special hazard area".

(e) Contractor's Insurance. During any construction periods, builder's risk coverage in amounts appropriate for the construction work undertaken.

(1) Tenant shall require any contractor (or subcontractor thereof) or professional to carry commercial general liability, auto liability, workers compensation insurance with the scope of coverage and other provisions as described above. Such general liability and auto liability coverages shall include Tenant and Owner as additional insureds. Tenant shall obtain and keep on file certificates of insurance which show that the contractor or subcontractor is so insured.

(f) Professional Services Insurance. Tenant shall require any architect, engineer, or other person or entity providing professional services to Tenant and/or employed in connection with the maintenance of the Facility, the Easement Area or the Site, or in the construction of the Facility, to carry professional liability (errors and omissions) insurance in an amount not less than (a) \$1,000,000 with respect to any person or entity providing professional services in connection with the Facility, the Easement Area or the Site, and (b) following final completion of the Facility, such amount as Owner may reasonably require after consultation with Tenant, taking into account the cost of the improvements being constructed

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at the Facility, the Easement Area or the Site. Tenant shall obtain and keep on file certificates of insurance which show that the architect, engineer or other such professional is so insured.

(g) In addition to notifying its insurer(s) in accordance with each policy, Tenant shall provide prompt written Notice to Owner as soon as reasonably possible of any accident or loss relating to the Facility, the Easement Area or the Site described herein likely to exceed \$25,000.

(h) Policy Terms. The liability policy described above (a) shall be primary, without right of contribution from any other insurance which may be carried by Owner, and (b) shall include Owner, as an additional insured to the extent of the acts or omissions of Tenant with respect to liability coverage.

10.2 Certificates. Prior to commencement of construction of the Facility and upon any policy renewal or replacement, Tenant shall provide Owner hereto with written evidence of the insurance required in Section 10.1(a) - (c) above in the form of appropriate insurance certificates specifying amounts of coverage and expiration dates of all policies in effect. Each policy shall provide that it is not subject to cancellation except after thirty (30) days following notice to Tenant. Tenant shall provide thirty (30) days notice to Owner prior to the expiration of any such policy.

10.3 Waiver of Subrogation. All policies obtained hereunder shall have a provision waiving rights of subrogation by the insurer against Owner.

11. Damage or Destruction of Facility. If the Facility or any part thereof is damaged or destroyed by any Casualty, all insurance proceeds related thereto shall be the property of Tenant and Tenant shall have the right, but not the obligation, to repair and restore the Facility or to construct and operate such new facility as it deems appropriate except that Tenant shall clear the debris of casualty and restore the Easement Area and the Site to a slightly, safe condition within a reasonable period not to exceed one hundred eighty (180) days after casualty. If the Facility is damaged or destroyed and Tenant elects not to repair or restore the Facility or to construct a new facility, Tenant shall have the right to terminate this Ground Lease, by giving thirty (30) days written notice of termination to Owner. If Tenant exercises its termination right as provided in the preceding sentence, Tenant shall surrender the Site and the Easement Areas as provided in Article 6 above. All insurance proceeds shall be and remain the property of Tenant.

12. Indemnity and Liens.

12.1 General.

(a) Tenant. Tenant shall indemnify, defend and hold Owner and Owner's Parties harmless from any and all claims, losses, expenses, liabilities, actions, suits, or judgments for personal injury or property damage, including those of third parties (collectively, "Losses") by reason of, resulting from, whether directly or indirectly, or arising out of or related to (i) Tenant's or Tenant's Parties' ownership, operation, use or maintenance of the Facility, the Easement Areas or the Site; (ii) the negligence or willful misconduct of Tenant or any Tenant Party in connection with the transactions contemplated by this Ground Lease; (iii) any

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release of Hazardous Materials on the Site caused or permitted by Tenant or any Tenant Party; or (iv) any environmental claim from a third party with regard to a violation or alleged violation of any Environmental Laws by Tenant or any Tenant Party.

(b) Owner. Owner shall indemnify, defend and hold Tenant and Tenant's Parties harmless from any and all Losses to the extent arising prior to or after the Effective Date by reason of, resulting from, whether directly or indirectly, or arising out of or related to (i) Owner's or Owner's Parties' ownership, operation, use or maintenance of the Site or any of the Easement Areas; (ii) the negligence or willful misconduct of Owner or any Owner Party in connection with the transactions contemplated by this Ground Lease; (iii) the inaccuracy of any representation or warranty of Owner contained in this Ground Lease; (iv) any release of Hazardous Materials on the Site or any of the Easement Areas caused or permitted by Owner or any Owner Party; or (v) any environmental claim from a third party with regard to a violation or alleged violation of any Environmental Laws by Owner or any Owner Party.

(c) The provisions of this Section 12.1 shall survive the expiration or termination of the Term, and, as to Owner's obligation to indemnify, defend, and hold Tenant and Tenant's Parties harmless, shall survive Owner's Transfer with respect to any occurrence prior to such Transfer.

12.2 Consequential Damages. Notwithstanding anything to the contrary in this Ground Lease, neither Party hereto shall be liable to the other for consequential or punitive damages, including but not limited to loss of use or loss of profit or revenue.

12.3 Liens.

(a) Tenant shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms, and corporations doing any work, furnishing any materials or supplies or renting any equipment to Tenant or any of its contractors or subcontractors in connection with the construction, reconstruction, furnishing, repair, maintenance or operation of the Facility, the Easement Area or the Site, and in all events will bond or cause to be bonded, or pay or cause to be paid in full forthwith, any mechanic's, materialman's or other lien or encumbrance that arises, whether due to the actions of Tenant or any person other than Owner, against the Premises or the Improvements other than mortgages permitted by Article 18 hereof.

(b) Tenant shall have the right to contest any such lien or encumbrance by appropriate proceedings which shall prevent the collection of or other realization upon such lien or encumbrance so contested, and the sale, forfeiture or loss of the Facility, the Easement Area or the Site to satisfy the same, provided that such contest shall not subject Owner to the risk of any criminal liability or civil penalty, and provided further that Tenant shall give such reasonable security as may be requested by Owner to insure payment of such lien or encumbrance and to prevent any sale or forfeiture of the Facility, the Easement Area or the Site by reason of such nonpayment, and Tenant hereby indemnifies Owner for any such liability or penalty. Upon the termination after final appeal of any proceeding relating to any amount contested by Tenant pursuant to this Section 12.3, Tenant shall immediately pay any amount determined in such proceeding to be due, and in the event Tenant fails to make such payment, Owner shall have the right, but not the responsibility, after five (5) days written

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Notice to Tenant to make any such payment on behalf of Tenant and charge Tenant therefor, together with interest thereon from the date of payment as provided by Section 4.2.

(c) Tenant shall not have any right, authority or power to bind Owner, the Facility, the Easement Area or the Site or any interest of Owner in the Facility, the Easement Area or the Site. Tenant shall use its best efforts throughout the Term hereof to prevent any mechanic's liens or other liens for work, labor, services or materials from being filed or recorded against the Facility, the Easement Area or the Site, or any portion thereof; in the event that any such lien shall be filed, Tenant shall procure the release or discharge thereof within ninety (90) days either by payment or in such other manner as may be prescribed by law, and shall hold Owner harmless from and indemnified against any loss or damage related thereto. NOTICE IS HEREBY GIVEN THAT OWNER SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO THE TENANT OR TO ANYONE HOLDING ANY OF THE PREMISES THROUGH OR UNDER THE TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF THE OWNER IN AND TO ANY OF THE FACILITY, THE EASEMENT AREA OR THE SITE. OWNER SHALL BE PERMITTED TO POST ANY NOTICES ON THE PREMISES REGARDING SUCH NON-LIABILITY OF OWNER.

13. Default.

13.1 ~~13.4~~ Events of Default. The following events shall be deemed to be events of default by Tenant ("Tenant Events of Default") under this Ground Lease regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency, or other proceeding which have or might have the effect of preventing Tenant from complying with the terms of this Ground Lease.

(a) Failure to pay any payment required to be made hereunder, including taxes or any other sum to be paid hereunder within 10 Business Days after the date the same is due which shall have remained unpaid for 20 Business Days after written notice of such failure has been given to Tenant by Owner.

(b) Failure to comply in any material respect with any material term, provision or covenant of this Ground Lease, other than the payment of sums to be paid hereunder, without curing such failure within 60 days after due written notice thereof from Owner; or if such failure cannot reasonably be cured within the said 60 days and Tenant shall not have commenced to cure such failure within said period and shall not thereafter with reasonable diligence and good faith proceed to cure such failure within a reasonable time not to exceed one hundred eighty (180) days.

(c) Any representation or warranty of Tenant set forth in this Lease, in any certificate delivered pursuant hereto, or in any notice, certificate, demand, submittal or request delivered to Owner by Tenant pursuant to this Lease shall prove to be incorrect in any material and adverse respect as of the time when the same shall have been made and the same shall not have been remedied to the reasonable satisfaction of Owner within thirty (30) days after Notice from Owner.

(d) If Tenant shall be adjudicated bankrupt or be declared insolvent under the Federal Bankruptcy Code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts (hereinafter collectively called **Bankruptcy Laws**), or if Tenant shall (a) apply for or consent to the appointment of, or the taking of possession by, any receiver, custodian, trustee, United States Trustee or liquidator (or other similar official) of Tenant or of any substantial portion of Tenant's property; (b) admit in writing its inability to pay its debts generally as they become due; (c) make a general assignment for the benefit of its creditors; (d) file a petition commencing a voluntary case under or seeking to take advantage of a bankruptcy law; or (e) fail to controvert in a timely and appropriate manner, or in writing acquiesce to, any petition commencing an involuntary case against Tenant pursuant to any bankruptcy law.

(e) An order for relief against Tenant shall be entered in any involuntary case under the Federal Bankruptcy Code or any similar order against Tenant shall be entered pursuant to any other bankruptcy law, or if a petition commencing an involuntary case against Tenant or proposing the reorganization of Tenant under the Federal Bankruptcy Code shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within ninety (90) days after such filing, or if a proceeding or case shall be commenced in any court of competent jurisdiction seeking (a) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of Tenant, (b) the appointment of a receiver, custodian, trustee, United States Trustee or liquidator (or other similar official of Tenant) of any substantial portion of Tenant's property, or (c) any similar relief as to Tenant pursuant to Bankruptcy Laws, and any such proceeding or case shall continue undismissed, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continued unstayed and in effect for ninety (90) days.

(f) Tenant voluntarily vacates or abandons the Facility, the Easement Area or the Site or any substantial part thereof for a period of more than ninety (90) consecutive days.

(g) This Lease, the Facility, the Easement Area or the Site or any part thereof are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not discharged within ninety (90) days after its levy.

(h) Tenant makes any sale, conveyance, assignment or transfer in violation of this Lease.

13.2 Owner's Remedies. Upon the occurrence of any Tenant Event of Default, Owner may, at its option, and in addition to and cumulatively of any other rights Owner may have at law or in equity or under this Ground Lease, (a) cure the Tenant Event of Default on Tenant's behalf, in which event Tenant shall reimburse Owner on demand for all sums so expended by Owner, (b) terminate this Ground Lease by notice to Tenant and in conformity with procedures required hereby and by applicable law, or (c) enforce, by all proper and legal suits and other means, its rights hereunder, including the collection of sums due hereunder, in which event Owner shall have all remedies available at law or in equity, and should it be necessary for Owner to take any legal action in connection with such enforcement, Tenant shall pay Owner all reasonable attorneys' fees and expenses so incurred, all without prejudice

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to any remedies that might otherwise be used by Owner for recovery or arrearages of sums due hereunder, damages as herein provided, or breach of covenant.

(a) **Owner Events of Default.** The following events shall be deemed to be events of default by Owner ("Owner Events of Default") under this Ground Lease regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceeding which have or might have the effect of preventing Owner from complying with the terms of this Ground Lease.

(b) Failure to pay any payment required to be made hereunder within 10 Business Days after the date the same is due which shall have remained unpaid for 20 Business Days after written notice of such failure has been given to Owner by Tenant.

(c) Failure to comply in any material respect with any material term, provision or covenant of this Ground Lease, other than the payment of sums to be paid hereunder, without curing such failure within 60 days after due written notice thereof from Tenant; or if such failure cannot reasonably be cured within the said 60 days and Owner shall not have commenced to cure such failure within said period and shall not thereafter with reasonable diligence and good faith proceed to cure such failure.

(d) Any act(s) or omission(s) of Owner that, in the aggregate, in any way, directly or indirectly, adversely, materially, and substantially impacts, affects or impairs Tenant's ability to operate and/or the operation of the Facility.

13.3 **Tenant's Remedies.** Upon the occurrence of any Owner Event of Default, Tenant may, at its option, and in addition to and cumulatively of any other rights Tenant may have at law or in equity or under this Ground Lease, (a) cure the Owner Event of Default on Owner's behalf, in which event Owner shall reimburse Tenant on demand for all sums so expended by Tenant or Tenant may elect to offset any such amounts against subsequent installments of Base Rent or any other sums due from Tenant to Landlord hereunder (b) terminate this Ground Lease by notice to Owner and in conformity with procedures required hereby and by applicable law, or (c) enforce, by all proper and legal suits and other means, its rights hereunder, including the collection of sums due hereunder, in which event Tenant shall have all remedies available at law or in equity, and should it be necessary for Tenant to take any legal action in connection with such enforcement, the Owner shall pay Tenant all reasonable attorneys' fees and expenses so incurred, all without prejudice to any remedies that might otherwise be used by Tenant for recovery or arrearages of sums due hereunder, damages as herein provided, or breach of covenant.

14. **Governing Law.** This Ground Lease and all provisions hereof, shall be governed by and interpreted in accordance with the laws of the State of North Carolina and the venue will be Bertie County, North Carolina.

15. **Force Majeure.**

15.1 **Force Majeure.** The performance of each Party's respective obligations under this Ground Lease, other than failure or delay in payment of obligations, shall be excused

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during such times and to the extent such performance is prevented by reason of Force Majeure.

15.2 Resumption of Performance. The Party whose performance is suspended, prevented or delayed by Force Majeure shall promptly notify the other Party of such occurrence and its estimated duration. Subject to any rights of termination under this Ground Lease, such Force Majeure shall be promptly remedied, if and to the extent reasonably possible.

16. Condemnation. If at any time the Site, the Easements, or any portion thereof is condemned or transferred in lieu of condemnation, the net proceeds of such condemnation or transfer shall be divided between Owner and Tenant (or Tenant's designee) in the proportions specified in the condemnation award or agreement of transfer or, if not so specified, in proportion to the fair value of Owner's and Tenant's respective interests in the Site and the Easements, provided that to the extent that the net proceeds of any condemnation or transfer in lieu of condemnation are attributable to the Facility or improvements constructed by or on behalf of Tenant on the Site and/or the Easements, such proceeds shall be paid solely to Tenant or Tenant's designee, with Owner receiving any proceeds attributable solely to the residual value of the fee estate of the Site. For the purpose of this Article 16, the net proceeds of a condemnation or transfer in lieu of condemnation shall mean the total proceeds of such condemnation or transfer less the costs and expenses incurred in connection therewith (including legal fees).

16.1 If the entire Site is condemned or transferred in lieu of condemnation, the Term shall terminate at the time title vests in the condemning authority. In the event of a permanent Taking of the fee title to or of control of the Facility, the Easement Area or the Site or of the entire leasehold estate hereunder (a **Total Taking**), this Lease shall thereupon terminate as of the effective date of such Total Taking, without liability or further recourse to the parties, provided that any Rent or other impositions hereunder payable or obligations owed by Tenant to Owner as of the date of said Total Taking shall be paid or otherwise carried out in full.

16.2 If a portion of the Site is condemned or transferred in lieu of condemnation, the Ground Lease shall continue in full force and effect with respect to that portion of the Site which has not been so condemned or transferred, and Base Rent shall abate with respect to that portion of the Site which has been so condemned or transferred. Notwithstanding the foregoing, Tenant may terminate this Ground Lease by giving thirty (30) days written notice of termination to Owner if, in Tenant's discretion, the Site or the Easements are not suitable for Tenant's intended use following such condemnation or transfer in lieu thereof provided that any Rent or other impositions hereunder payable or obligations owed by Tenant to Owner as of the date of said Partial Taking shall be paid or otherwise carried out in full.

17. Maintenance Responsibilities of Parties. No Party shall have any duty or responsibility to the other Party in respect of the Site or the Easement Areas or the use, maintenance or condition thereof except such obligations of such Party as are specifically set forth in this Ground Lease.

18. Mortgage of Tenant's Interest.

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18.1 Tenant may at any time elect to finance a portion of the cost of the Facility, possibly in a sale-leaseback financing structure, with one or more financial institutions, leasing companies, institutions or affiliates or subsidiaries thereof (each a "Financing Party," collectively, the "Financing Parties") and in connection therewith Tenant would enter into various agreements and execute various documents relating to such financing, which documents may, among other things, assign this Ground Lease and the Easements to a Financing Party, grant a sublease in the Site and a lease of the Facility from such Financing Party to Tenant, grant the Financing Parties a sublease or other real property interest in Tenant's interests in and to the Site, grant a first priority security interest in Tenant's interest in the Facility and/or this Ground Lease and Tenant's other interests in and to the Site, including, but not limited to, any easements, rights of way or similar interests (such documents, "Financing Documents"). Owner acknowledges notice of the foregoing and consents to the foregoing actions and Financing Documents described above, and Owner agrees to execute, and agrees to cause any and all of Owner's lenders to execute, such subordination agreements, consents, estoppels and other acknowledgements of the foregoing as Tenant or the Financing Parties may reasonably request. Owner agrees that if requested by Tenant, Owner will furnish the Financing Parties with a counterpart of each notice or other document delivered by Owner to Tenant in connection with this Ground Lease.

18.2 Notice to Mortgage Holder. So long as any Leasehold Mortgage shall remain on Tenant's leasehold estate hereunder and the holder thereof shall have complied with the provisions of Article 18 hereof, Owner agrees that it shall not terminate this Ground Lease unless it has given each Financing Party at least 90 days' (30 days' in the case of a default in payment by Tenant) prior written notice of its intent to terminate this Ground Lease and the Financing Parties fail to cure the condition giving rise to such right of termination within such time period provided that a failure on the part of ~~OWNER~~Owner to give such notice to the holder of any such leasehold mortgage shall not affect the effectiveness of the Notice to Tenant. The foregoing provisions of this Article 18 shall not apply in favor of any mortgage holder unless, before Owner has mailed a Notice, such mortgage holder has duly recorded its mortgage or notice thereof in any public office where such recording may be required in order to charge third persons with knowledge thereof and has given written Notice to Owner accompanied by a certified copy of such mortgage and stating the name of such holder and the address to which notices to such holder are to be mailed by Owner.

18.3 If the default under this Ground Lease is of such a nature that it cannot be practicably cured without first taking possession of the Facility and the Site or if such default is of a nature that is not susceptible of being cured by the Financing Parties, then Owner shall not be entitled to terminate this Ground Lease by reason of such default if and so long as the Financing Parties proceed diligently to attempt to obtain possession of the Facility and the Site pursuant to the rights of the Financing Parties under the Financing Documents and upon obtaining such possession, the Financing Parties shall proceed diligently to cure such default if such default is susceptible of being cured by the Financing Parties.

18.4 The Financing Parties shall not be required to continue to proceed to obtain possession, or to continue in possession of the Site, pursuant to Section 18.3 if and when such default is cured. If the Financing Parties, or a purchaser through foreclosure under the Financing Documents or otherwise, shall (a) acquire title to the Facility and the leasehold estate created by this Ground Lease, (b) cure all defaults which are susceptible of being cured

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by the Financing Parties or such purchaser, as the case may be (including without limitation, the payment of all monetary obligations of Tenant referred to in Section 18.3 above), and (c) assume all the obligations of Tenant hereunder, then (i) any default of Tenant which is not susceptible of being cured by the Financing Parties or such purchaser, as the case may be, shall no longer be deemed to be a default under this Ground Lease, and (ii) Owner shall recognize the Financing Parties or such purchaser, as the case may be, as if such party had been the Tenant under this Ground Lease.

18.5 No Subordination of Fee. At no time shall ~~Owners's~~Owners' fee title in the Easement Area or the Site, or Owner's interest in the Lease be subordinated in any manner to the interest of any mortgagee or lienholder of Tenant or any person claiming by or through Tenant.

18.6 Priority of Obligations. Payments of Base Rent and Tenant Costs under Article 4 hereunder shall be superior in priority to all debt service payments to a Leasehold Mortgagee.

19. **Owner's Representations and Covenants.**

19.1 Condition of Title; Warranty of Authority; Enforceability. Owner represents and warrants as of the Effective Date that Owner owns fee title to the Site and the Easement Areas free and clear of any lien, interest or encumbrance, subject only to the matters and exceptions approved in writing by Tenant on or before the Effective Date and shown in that certain Title Insurance Commitment prepared by First American Title Insurance Company, Commitment No. NCS-631183-CHAR having an effective date of 2013 September 25, 2013 (as to Tract 1) and October 11, 2013 (as to Tract 2) (as said Tracts 1 and 2 are shown on Exhibit A attached hereto). At any time on or after the Effective Date, Tenant may obtain for itself and/or any Financing Party, at Tenant's expense, an ALTA Extended Coverage policy of title insurance in a form and with exceptions acceptable to Tenant and/or such Financing Party in its sole discretion (the "Title Policies"). Owner agrees to cooperate fully and promptly with Tenant in its efforts to obtain the Title Policies, and Owner shall take such actions as Tenant or any Financing Party may reasonably request in connection therewith. Except as specifically provided for hereinbelow, Owner represents and warrants that, to Owner's knowledge, (a) there are no pending or threatened claims, actions or suits affecting the Site or the Easement Areas or Owner's interest in the Site or the Easement Areas; (b) the execution and performance of this Ground Lease by Owner does not violate any contract, agreement or instrument to which Owner is a party and Owner has not entered into any contract, agreement or instrument with respect to the Site or the Easement Areas with any third party other than Tenant; (c) the execution, delivery and performance by it under this Ground Lease have been duly authorized by all necessary action by Owner and, to Owner's knowledge, do not violate any provision of any current law applicable to Owner, the Site or the Easement Areas or any order, judgment or decree of any court or other agency presently binding on Owner or conflict with or result in a breach of or constitute a default under any contractual obligation of Owner; and (d) this Ground Lease is the legally valid and binding obligation of Owner enforceable against it in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency, or reorganization, moratorium or similar laws or equitable principles relating or limiting creditors rights generally.

19.2 Environmental. Owner represents and warrants that, to Owner's knowledge, as of the Effective Date (a) the Site and Easement Areas are free of known or identified Hazardous Materials, no Hazardous Materials have ever been produced or disposed upon the Site or the Easement Areas, no Release has occurred on the Site or the Easement Areas and Hazardous Materials have not migrated to the Site or the Easement Areas, (b) the Site and the Easement Areas and are in compliance with all Environmental Laws, (c) neither the Site nor the Easement Areas are subject to any Environmental Liability, threatened Environmental Liability or alleged Environmental Liability, and (d) Owner has not received notice of any violation of Environmental Laws affecting the Site or the Easement Areas.

19.3 Subordination Agreements. Owner shall, at its expense, on or before the initial Rent Payment Date and as a condition to Tenant's obligation to make any payment of Base Rent, remove, or cause to be subordinated to the Ground Lease all monetary obligations that are described as exceptions to the Title Policies. Any such subordination agreement shall be in a form as may be reasonably acceptable to Tenant, which provides, among other things, that Tenant's occupancy or use of the Site in accordance with the terms of this Ground Lease will not be disturbed by anything related to said exceptions to the Title Policies.

19.4 Weyerhaeuser Company Reservation. Owner acquired title to the Site pursuant to that certain deed (the "Deed") from Weyerhaeuser Company ("Weyerhaeuser") to Owner recorded in Book 814 at Page 119 of the Bertie County, North Carolina, Public Registry. In said Deed, Weyerhaeuser reserved all ores and minerals in and under the land conveyed thereby (the "Reserved Rights") (as said Reserved Rights are more particularly described in the Deed). As part of such reservation, however, Weyerhaeuser agreed, for itself and its successor assigns, "that the rights hereby reserved and excepted shall not be exercised in a manner adversely affecting use of the surface at any time unless and until" Weyerhaeuser "or its successors or assigns, as the case may be, shall first make satisfactory written arrangements with the then owner of the property affected, and with the mortgagee or mortgagees of such property, as their respective interests may appear, to compensate said owner and mortgagee or mortgagees for damages incurred to the surface and any improvements thereon in exercising such rights." Owner hereby agrees that, if Owner is approached by Weyerhaeuser or any successor to such Reserved Rights, Owner shall immediately notify Tenant and shall ensure that Tenant and any applicable mortgagee(s) of Tenant is/are directly involved in the making of, and made a party to, the "satisfactory written arrangements" contemplated by the foregoing language and that Tenant, for purposes of any such "satisfactory written arrangements", shall be entitled to receive all compensation for any applicable damages incurred by Tenant to the surface of the Site and Tenant's improvements thereon, as if Tenant were the "then owner of the property affected." To the extent required, and if requested by Tenant, Owner shall assign to Tenant Owner's rights to make such written arrangements and receive such compensation.

20. Utilities. Tenant shall pay for all Utilities consumed by Tenant at the Site during the Term.

21. Taxes.

21.1 Covenant to Pay Taxes and Assessments. Tenant shall be responsible for and promptly pay before default any personal property taxes or special assessments, if any, that

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may be levied or assessed against any improvements, or other personal property, situated on the Property, it being the mutual intention of the parties that Owner shall not be required to pay any taxes on personal property which may result from entering this Agreement or any resulting Lease. Tenant also agrees to indemnify Owner against any loss or liability resulting from any and all claims or liens in connection with such taxes and assessments.

21.2 Separate Tax Parcel(s), No Proration at Commencement and Expiration of Term.

(a) The Parties shall use good faith and duly diligent efforts to cause the Site to be designated as a separate tax parcel, independent from the balance of Owner's surrounding property, if any. At all times during the term hereof when the tax bills for the Site and any applicable Easement Areas are being sent to Owner, Owner shall deliver copies of same to Tenant within twenty (20) days following Owner's receipt of same. In the event the Site is so designated as a separate tax parcel, Tenant shall be responsible for paying, and shall timely pay, all Taxes and Assessments (or similar) applicable to the separate tax parcel. In the event the Site or any applicable Easement Area for which Tenant is responsible for paying real and/or personal property taxes hereunder is not a separate tax parcel, Tenant shall be responsible for only paying its proportionate share thereof, based on a per acre allocation of the acreage within such Easement Area and the total acreage of the larger parcel of which the Easement Area is a portion. Until such time, if ever, that the Site and/or applicable Easement Area(s) is(are) designated as one or more separate tax parcel(s), Owner shall be responsible for paying all Taxes and Assessments for all of the larger parcel(s) within which the Site and the Easement Areas are located, and following Owner's payment of same, Owner shall provide Tenant with a paid receipt for such Taxes and Assessments and Tenant shall reimburse Owner for its prorata share of such Taxes and Assessments.

(b) Tenant shall be responsible for and promptly pay before default any and all Taxes and Assessments for the full year in which the Effective Date occurs and for the full year in which the Term expires. Tenant expressly acknowledges that there will be no proration of the same.

21.3 Tenant's Right to Contest Taxes. Without limiting the right of Owner to contest any Taxes and Assessments levied against the Site, Tenant shall have the right to contest any Taxes or Assessments payable by Tenant, provided, Tenant shall, in good faith and with due diligence, contest the same or the validity thereof by appropriate legal proceedings which shall have the effect of preventing the collection of the tax or assessment and the sale or foreclosure of any lien for such tax or assessment. In such event, Tenant hereby covenants and agrees to indemnify and save Owner harmless from any and all reasonable and documented costs and expenses, including attorneys' fees, in connection with any such suit or action. Any funds recovered by Tenant as a result of any such suit or action shall belong to Tenant.

22. Assignment.

22.1 Assignment by Owner. Owner may sell, assign or transfer its interest in the Site or this Ground Lease at any time to a successor in interest (who must expressly assume the obligations of Owner hereunder), and Owner shall thereafter be released or discharged

from all of its covenants and obligations hereunder, except such obligations as shall have accrued prior to any such sale, assignment or transfer, and Tenant agrees to look solely to the successor in interest of Owner for performance of obligations that arise after such sale, transfer or assignment. Prior to such sale, assignment or transfer of its interest, Owner shall notify Tenant of same. Owner shall also have the right to place a mortgage or deed of trust upon the Site provided that the beneficiary of such deed of trust or mortgage shall agree in writing, that so long as Tenant is not in default under the terms of this Ground Lease beyond any applicable notice and cure period as set forth herein, such beneficiary shall not disturb Tenant's rights under this Ground Lease.

22.2 Assignment by Tenant. Tenant may sell, assign, sublease, or otherwise transfer its interest in the Site or this Ground Lease to a successor in interest (who must expressly assume the obligations of Tenant hereunder), and Tenant shall thereafter be released or discharged from all of its covenants and obligations hereunder, except such obligations as shall have accrued prior to any such sale, assignment or transfer, and Owner agrees to look solely to the successor in interest of Tenant for performance of obligations that arise after such sale, assignment or transfer. Prior to such sale, assignment or transfer of its interest, Tenant shall notify Owner of same.

23. Sale of the Property to Tenant. During the term of this Ground Lease, Tenant shall have the opportunity to offer to purchase the Property. If the Owner proposes to accept the offer, the sale is conditioned on compliance with N.C.G.S. 160A0-269, which requires a 5% deposit, publication of a notice of the offer, and 10 days for anyone to raise the offer.

24. Miscellaneous.

24.1 Notices. Any notice, consent or other formal communication required or permitted to be given by a Party pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered (a) when delivered personally or by email, unless such delivery is made (i) on a day that is not a business day in the place of receipt or (ii) after 5:00 p.m. local time on a business day in the place of receipt, in either of which cases such delivery will be deemed to be made on the next succeeding business day, (b) on the next business day after timely delivery to a reputable overnight courier and (c) on the business day actually received if deposited in the U.S. mail (certified or registered mail, return receipt requested, postage prepaid), addressed as follows (or to such other address or having such other contact information as either Party may hereafter specify for such purpose by like notice to the other Party from time to time):

(a) If to Tenant, addressed to:

[SunEnergy4Windsor Cooper Hill Solar, LLC](#), LLC
c/o [Kenny Habu](#) [DEGS NC Solar, LLC](#)
[192 Raceway Drive](#)
[550 South Tryon Street - DEC 18A](#)
[Mooresville Charlotte, NC 28117](#) [North Carolina 28202](#)
[Attention: Robert Stewart II](#)
Email: Kenny@sunenergy1rob.stewart@duke-energy.com
Phone: (704) [662382-0375](tel:662382-0375) [9226](tel:9226)

With a copy to:

[Duke Energy Corporation](#)
[139 East Fourth Street, Room 1212-Main](#)
[SunEnergy1 Cincinnati, LLC Ohio 45202](#)
[Attention: George Dwight II, Deputy General Counsel](#)
[c/o Bill Long](#)
[192 Raceway Drive](#)
 [Mooresville, NC 28117](#)
Email: bill.long@sunenergy1.com george.dwight@duke-energy.com
Phone: [\(704\)513-6622](tel:(704)513-6622) [\(704\)513-0375](tel:(704)513-0375) [\(704\)513-4327](tel:(704)513-4327)

(b) If to Owner, addressed to:

Town of Windsor
c/o Allen Castelloe
P. O. Box 508
128 South King Street
Windsor, NC 27983

Bertie County
Scott Sauer
County Manager
P.O. Box 530
106 Dundee Street
Windsor, NC 27983

With a copy to:

M. Braxton Gillam, III
Attorney for the Town of Windsor
P.O. Box 547
Windsor, NC 27983

Jonathan E. Huddleston
Attorney for Bertie County
P. O. Drawer 100
Windsor, NC 27983

or to such other address as either Party shall from time to time designate in writing to the other Party.

24.2 Counterparts: Signatures. This Ground Lease may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Ground Lease had been delivered. Owner and Tenant (i) intend to be bound by the signatures on any

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document sent by facsimile or electronic mail, (ii) are aware that the other Party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Ground Lease based on the foregoing forms of signature.

24.3 Amendments. Neither this Ground Lease nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the termination, amendment, supplement, waiver or modification shall be sought.

24.4 Headings, etc. The headings of the various Articles and Sections of this Ground Lease are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

24.5 Successors and Assigns. The terms of this Ground Lease shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

24.6 Attorneys' Fees. If either Party commences an action or proceeding against the other Party arising out of or in connection with this Ground Lease, or institutes any proceeding in a bankruptcy or similar court which has jurisdiction over the other Party or any or all of its property or assets, the prevailing Party in such action or proceeding and in any appeal in connection therewith shall be entitled to have and recover from the unsuccessful Party reasonable attorneys' fees, court costs, expenses and other costs of investigation and preparation. If such prevailing Party recovers a judgment in any such action, proceeding, or appeal, such attorneys' fees, court costs and expenses shall be included in and as a part of such judgment.

24.7 Interpretation. The Parties acknowledge that this Ground Lease, as executed, is the product of negotiations between Owner and Tenant and that it shall be construed fairly, in accordance with its terms, and shall not be construed for or against either Party. No inferences as to the intention of the Parties shall arise from the deletion of any language or provisions of this Ground Lease.

24.8 Memorandum of Lease. Concurrently with the execution of this Ground Lease, Owner and Tenant shall execute, acknowledge before a notary public, in recordable form, and deliver a short form memorandum of lease in the form of Exhibit D, attached hereto and incorporated herein, which shall be recorded by Tenant in the Official Records.

24.9 Severability. If any term or provision of this Ground Lease is, to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Ground Lease shall not be affected thereby, and each remaining term and provision of this Ground Lease shall be valid and enforceable to the fullest extent permitted by law.

24.10 Time is of the Essence. Time is of the essence of this Ground Lease and each and every provision of this Ground Lease.

24.11 Consent and Approvals. Any consent or approval that a Party is obligated to give to the other Party shall not be unreasonably withheld or delayed, subject to any specific provision to the contrary contained in this Ground Lease.

24.12 Entire Agreement. This Ground Lease, including any exhibits and attachments hereto, constitutes the entire agreement between Owner and Tenant relative to the matters and transactions contemplated herein. Owner and Tenant agree hereby that all prior or contemporaneous oral or written agreements, or letters of intent, between and among themselves or their agents including any leasing agents and representative, relative to such matters and transactions are merged in or revoked by this Ground Lease.

24.13 Broker's Commission. Tenant represents and warrants that it has not dealt with any broker or agent in connection with this Ground Lease and Tenant agrees to indemnify and save Owner harmless from any claims made by any brokers or agents claiming to have dealt with Tenant. Owner represents and warrants that it has not dealt with any brokers or agents in connection with this Ground Lease, and Owner agrees to indemnify and save Tenant harmless from any claims made by any brokers or agents claiming to have dealt with Owner. The terms and provisions of this Section 24.14 shall survive the termination or earlier expiration of this Ground Lease.

24.14 WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HEREBY WAIVE ANY AND ALL RIGHTS THAT THEY MAY NOW OR HEREAFTER HAVE UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR ANY STATE, TO A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING DIRECTLY OR INDIRECTLY IN ANY ACTION OR PROCEEDING RELATING TO THIS GROUND LEASE OR ANY TRANSACTIONS CONTEMPLATED HEREBY OR RELATED HERETO. IT IS INTENDED THAT THIS WAIVER SHALL APPLY TO ANY AND ALL CAUSES OF ACTION, DEFENSES, RIGHTS, CLAIMS AND/OR COUNTERCLAIMS, WHETHER IN CONTRACT, TORT OR OTHERWISE, IN ANY SUCH ACTION OR PROCEEDING. THE PARTIES UNDERSTAND THAT THIS WAIVER IS A WAIVER OF A CONSTITUTIONAL SAFEGUARD, AND THE PARTIES BELIEVE THAT THERE ARE SUFFICIENT ALTERNATE PROCEDURAL AND SUBSTANTIVE SAFEGUARDS, INCLUDING A TRIAL BY AN IMPARTIAL JUDGE, THAT ADEQUATELY OFFSET THE WAIVER CONTAINED HEREIN.

24.15 No Joint Venture. Neither this Ground Lease nor anything contained herein shall be deemed to make Owner in any way or for any purpose a partner, joint venturer, or associate in any relationship with Tenant other than that of Owner, as Owner of the property subject to this Ground Lease, and Tenant, as Tenant of this Ground Lease, nor shall this Ground Lease or any provision thereof be construed to authorize either to act as an agent for the other except as expressly provided in this Ground Lease.

24.16 Condition of Site and Easement Areas. Tenant's taking possession of the Site and Easement Areas shall be conclusive evidence as against Tenant that Tenant has accepted said Site and Easement Areas "AS IS" and that, other than with respect to any environmental issue existing on the Site or the Easement Areas not caused by Tenant or any of Tenant's Parties, Owner is under no duty to repair anything, furnish any services for, or otherwise improve in any way the same.

24.17 Adherence to Regulations. Tenant shall comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, Courts, authorities, agents, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to Tenant; Tenant's construction, operation, and maintenance of the Facility; and Tenant's use of the property that is subject to this Ground Lease. Tenant shall not intentionally or knowingly use the property that is the subject of this Ground Lease for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, municipal body, or other governmental agency. Tenant further agrees to indemnify and hold Owner harmless for any and all damage of any kind arising from Tenant's failure to comply with the aforementioned rules and regulations.

24.18 No Waiver. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any other provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them whether exercised by said party or not, shall be deemed to be in exclusion of any other; and two or more or all of such rights and remedies may be exercised at the same time.

24.19 Right of Entry. Tenant will, at any time during the Term or any renewal ~~Terra~~Term, permit inspection of the Facility, the Easement Area or the Site at reasonable hours and upon reasonable notice by the Owner, its agents or representatives provided that Owner, its agents and representatives shall conduct any such inspections in a reasonable manner and subject to all of Tenant's safety and security requirements, and shall permit a representative of Tenant to accompany any inspection. While the right and authority hereby reserved does not impose, nor does the Owner assume in connection with any such inspections, any responsibility or liability Owner whatsoever for the care, maintenance or supervision of the Facility, the Easement Area or the Site, Owner and its agents and representatives shall enter the Facility, the Easement Area or the Site at their own risk and shall be responsible for their own actions and omissions and shall indemnify Tenant therefrom, as provided in Article 12 hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Ground Lease to be duly executed by their respective officers thereto duly authorized as of the day and year first above written.

OWNER:

TOWN OF WINDSOR

TENANT:

SUNENERGY1 WINDSOR COOPER HILL SOLAR, LLC

By: _____ (SEAL)
Name: James F. Haggard, Mayor

By: _____
Name: ~~Kenny~~
~~Habul~~
Title: ~~President~~

Attest: _____
Town Clerk

OWNER

BERTIE COUNTY

By: _____ (SEAL)
Name: J. Wallace Perry, Chairman of Board
of Commissioners

Attest: _____
Clerk to the Board of Commissioners

STATE OF NORTH CAROLINA
COUNTY OF BERTIE

I, _____, a Notary Public, for the County and State aforesaid, certify that L. Allen Castelloe personally appeared before me this day and acknowledged that he is the Clerk for the Town of Windsor, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Town of Windsor, the foregoing instrument was signed in its name by [James F. Haggard](#), its Mayor, sealed with its seal, and attested by L. Allen Castelloe as Town Clerk.

Witness my hand and notarial seal or stamp, this the ____ day of _____, 2013.

Notary Public (Notarial Seal/Stamp)

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF BERTIE

I, _____, a Notary Public, for the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that he/she is the Clerk to the Board of Commissioners of Bertie County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Bertie County, the foregoing instrument was signed in its name by [J. Wallace Perry](#), its Chairman, sealed with its seal, and attested by _____ as Clerk to the Board of Commissioners of Bertie County.

Witness my hand and notarial seal or stamp, this the ____ day of _____, 2013.

Notary Public (Notarial Seal/Stamp)

My Commission Expires: _____

-
STATE OF
COUNTY OF

~~STATE OF NORTH CAROLINA~~
~~COUNTY OF BERTIE~~

I, _____, a Notary Public, for the County and State aforesaid, certify that ~~Kenny Habul~~, President of Windsor Cooper Hill Solar, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal or stamp, this the ____ day of _____, 2013.

Notary Public (Notarial Seal/Stamp)

My Commission Expires: _____

~~EXHIBIT~~ Exhibit A
~~to Te~~ Ground Lease

Legal Description of the Property

~~Located in~~ THOSE certain tracts or parcels of land lying and being in Windsor Township, Bertie County, State of North Carolina, and being more particularly described as follows:

~~Approximately _____ acres of cleared land located at _____ owned by _____ . The particular acreage will be described in a survey. The survey descriptions will replace this paragraph in this final Ground Lease.~~

Tract 1:

BEING all of TRACT B, containing 31.21 acres, more or less, as the same is shown on that map prepared by J. Gary Culp, Professional Land Surveyor, dated Jun3 2003, and identified by the following legend: "SURVEY FOR: COUNTY OF BERTIE PROPERTY OF WEYERHAEUSER CORPORATION AND SUSTAINABLE FOREST, LLC". This map is duly of record in Plat Cabinet B., Page 466, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

Tract 2:

BEING all of TRACT C, containing 20.97 acres, more or less, as the same is shown on that map prepared by J. Gary Culp, Professional Land Surveyor, dated Jun3 2003, and identified by the following legend: "SURVEY FOR: COUNTY OF BERTIE PROPERTY OF WEYERHAEUSER CORPORATION AND SUSTAINABLE FOREST, LLC". This map is duly of record in Plat Cabinet B., Page 466, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

TOGETHER WITH the right to use that certain access easement between the Tracts described above and NC Highway 308 as described in that certain Easement Agreement by and between John L. Pierce, Jr. and wife Dorothy P. Pierce, Illinois Municipal Retirement Fund, the Town of Windsor and Bertie County dated October 23, 2013 and recorded in Book _____ at Page _____ in the Bertie County, North Carolina, Public Registry.

~~EXHIBIT~~ Exhibit B
to ~~To~~ Ground Lease

Form of Easement Agreement

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this ___ day of _____, 2013, by the _____ (TOWN OF WINDSOR and BERTIE COUNTY, bodies politic and existing under the laws of the State of North Carolina (collectively, "Owner") ~~to and for the benefit of SUNENERGY1~~ and WINDSOR COOPER HILL SOLAR, LLC, a Delaware limited liability company ("Grantee").

RECITALS

A. Owner owns certain real property (the "Servient Estate") located in the County of _____ Bertie, State of North Carolina and more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. Grantee leases certain real property (the "Dominant Estate") located adjacent to the Servient Estate in the County of Bertie, State of North Carolina pursuant to that certain Ground Lease and Easement Agreement (the "Ground Lease") between Owner as Owner and Grantee as Tenant, dated as of _____, a memorandum of which was recorded on _____ in the Official Records of Bertie County, North Carolina (the "Official Records") and more particularly described in Exhibit B attached hereto and incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the meaning given in the Ground Lease.

C. Grantee intends to enter into one or more Power Purchase Agreements, pursuant to which Grantee or one of its affiliates will agree to engineer, construct and install solar photovoltaic systems (the "Systems") in order to provide electrical energy and related services generated by the Systems.

D. In order to facilitate construction, installation, operation and maintenance of the Systems, Owner desires to grant to Grantee an easement for access, utility lines, water pipelines, telecommunications lines, pole usage, equipment pads for switching stations and related purposes, subject to the terms and conditions of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENTS

1. GRANT OF EASEMENT. For good and valuable consideration paid by Grantee, the receipt and legal sufficiency of which Owner hereby acknowledges, upon and subject to the terms, conditions, restrictions and reservations set forth herein, Owner hereby grants to Grantee, for the benefit of the Dominant Estate, an appurtenant, non-exclusive easement (the "Easement") on, over, under and through the Easement area in the location more particularly described in attached Exhibit C for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, patrolling, modifying and/or repairing (a) equipment pads for switching station facilities related to or necessitated by Grantee's Systems located on the Dominant Estate; (b) surface and

subsurface utilities related to or necessitated by Grantee's Systems located on the Dominant Estate, which utilities may include, without limitation, electrical facilities and components and distribution lines, water pipelines, communications lines, telephone lines and fiber optic lines and related facilities; and (c) roads for access, consisting of paved roads and necessary fixtures and appurtenances, in, over, under and upon the Easement area, by Grantee and each Person in the group consisting of Grantee, all of Grantee's Affiliates, and each of their respective directors, officers, employees, contractors, agents, successors, sublessee, licensees, invitees and assigns (collectively, the "Grantee Group"), together with the right of ingress and egress over the Servient Estate to access the Easement area.

2. CERTAIN COVENANTS.

2.1 Use and Maintenance of the Easement. Grantee shall be responsible to maintain the Easement in good condition and in accordance with prudent industry standards, and shall not unreasonably interfere with Owner's use of the Servient Estate or the lawful joint use of others. Grantee shall repair damage to the Easement area or other portions of the Servient Estate to the extent arising out of or related to the use of the Easement by Grantee or any Person in the Grantee Group. Owner shall have the right to use the Servient Estate in any manner not inconsistent with the Easement and the rights granted to Grantee under this Agreement, and Owner shall repair any damage that it causes to the Easement area.

2.2 Compliance with Laws by Grantee. Grantee and any Person in the Grantee Group shall comply in all material respects with all federal, state or local act, statute, law, ordinance, code, rule, regulation, order or other applicable legislative or administrative action of any governmental authority having jurisdiction ("Laws") (including Environmental Laws) relating to the Servient Estate (including the Easement) and such Party's activities thereon. Grantee shall immediately notify Owner of (a) any Releases of any Hazardous Materials on or affecting the Servient Estate (including the Easement) from those improvements owned by Grantee or any Person in the Grantee Group located within the Easement area or otherwise by Grantee or any Person in the Grantee Group within the Easement area, (b) any failure of Grantee or any Person in the Grantee Group to comply with any Environmental Law with respect to the Easement and Grantee's or any Person in the Grantee Group's activities thereon, and (c) any action required by a governmental authority or required in order to comply with Environmental Laws to clean up, contain or otherwise ameliorate or remedy any Release ("Remedial Action") commenced or threatened against Grantee or any Person in the Grantee Group by any governmental authority or other Person or any allegation by a governmental authority or other Person that Grantee or any Person in the Grantee Group has failed to comply with any Environmental Law with respect to the Easement and Grantee's or any Person in the Grantee Group's activities thereon. Grantee shall indemnify and hold Owner and the group consisting of Owner, all of Owner's Affiliates, as well as Owner's Parties, and each of their respective directors, officers, employees, contractors, agents, successors, sublessee, licensees, invitees and assigns (collectively, the "Owner Group") harmless from and against any and all liability to the extent caused by (i) Grantee's or any Person in the Grantee Group's violation of any Environmental Laws relating to the use of the Easement on the Servient Estate or (ii) any Release caused by Grantee or any Person in the Grantee Group.

2.3 Compliance with Laws by Owner. Owner and any Person in the Owner Group shall comply in all material respects with all Laws (including Environmental Laws) relating to the Servient Estate and such Party's activities thereon. Owner shall immediately

notify Grantee of (a) any Releases of any Hazardous Materials on or affecting the Servient Estate or the Easement, (b) any failure of Owner or any Person in the Owner Group to comply with any Environmental Law with respect to the Easement, the Servient Estate and Owner's or any Person in the Owner Group's activities thereon, and (c) any Remedial Action commenced or threatened against Owner or any Person in the Owner Group by any governmental authority or other Person or any allegation by a governmental authority or other Person that Owner or any Person in the Owner Group has failed to comply with any Environmental Law with respect to the Easement, the Servient Estate and Owner's or any Person in the Owner Group's activities thereon. Owner shall indemnify and hold Grantee and the Grantee Group harmless from and against any and all liability to the extent caused by (i) Owner's or any Person in the Owner Group's violation of any Environmental Laws relating to the Servient Estate or (ii) any Release caused by Owner or any Person in the Owner Group.

2.4 Manner of Performance of Work. When possible, Grantee shall perform all installation, maintenance, repair and replacement work permitted or required to be performed by Grantee hereunder at such times, and in such a manner, so as to minimize any unreasonable interference with Owner's use of the Servient Estate. Upon completion of any such work, Grantee shall restore the affected area to its former condition insofar as reasonably possible.

2.5 Indemnity and Insurance.

(a) Indemnification by Grantee. Grantee shall indemnify, defend and hold harmless the Owner Group from and against all Losses suffered or incurred by any such Person by reason of, resulting from, whether directly or indirectly, or arising out of (1) the nonfulfillment or nonperformance of any covenant or agreement of any Person within the Grantee Group in this Agreement, or (2) the negligence or willful misconduct of any Person within the Grantee Group in connection with the transactions contemplated by this Agreement.

(b) Indemnification by Owner. Owner shall indemnify, defend and hold harmless the Grantee Group from and against all Losses suffered or incurred by any such Person by reason of, resulting from, whether directly or indirectly, or arising out of (1) the nonfulfillment or nonperformance of any covenant or agreement of any Person within the Owner Group in this Agreement, (2) the negligence or willful misconduct of any Person within the Owner Group in connection with the transactions contemplated by this Agreement, or (3) the inaccuracy of any representation or warranty of Owner contained in this Agreement.

(c) Insurance Coverage. The provisions of Article 10 of the Ground Lease are incorporated herein by reference as if fully set forth and shall govern the Parties' rights to, as well as apply to, insurance coverage under this Agreement.

2.6 Removal of Improvements. The provisions of the Ground Lease are incorporated herein by reference as if fully set forth and shall govern the Parties' rights to, as well as apply to the removal of, all improvements, articles of personal property and all business and trade fixtures, machinery and equipment owned or installed by Grantee or the

Grantee Group on the Easement or the portions of the Servient Estate utilized in conjunction with the Easement.

2.7 Covenants Run with the Lands. The covenants of the Parties made in this Agreement shall be deemed to be covenants running with, binding upon, benefiting and burdening the land pursuant to applicable law.

3. TERM, TERMINATION AND REMEDIES.

3.1 Term and Termination of Easements. The term of this Agreement, the Easement and other rights granted hereunder (and the corresponding respective obligations of the Parties) (collectively, the "Easement Interests") shall continue in full force and effect from the full execution of this Agreement until the date on which Grantee's rights as a tenant under the Ground Lease (as the same may be extended) terminate or expire (the "Easement Term"). Within 30 days of the end of the Easement Term, Grantee shall execute, acknowledge and deliver to Owner a quitclaim deed or any other document, in a form reasonably acceptable to Owner, as may be reasonably necessary to confirm the termination of the Easement Interests granted in this Agreement and to eliminate this Agreement as an encumbrance on the title of the Servient Estate.

3.2 Remedies. In the event of a default under this Agreement by either Party, the non-defaulting Party shall send written notice pursuant to Section 5.12 hereof of such default to the defaulting Party, and unless such default is cured within 45 days of the date of such written notice, the non-defaulting Party shall be entitled to all remedies (other than termination of this Agreement and the Easement herein granted) available at law or in equity for the defaulting Party's failure to comply with the provisions of this Agreement, including, without limitation, injunctive relief. In addition, if such default is not cured within such 45 day period, then the non-defaulting Party shall have the right to cure such default, in which case all costs reasonably incurred by the non-defaulting Party in effecting such cure shall be paid by the defaulting Party within 30 days after demand therefor.

4. OWNER'S HAZARDOUS MATERIALS REPRESENTATION. To Owner's actual knowledge, (a) neither Owner, nor any third party, has engaged in the generation, use, manufacture, treatment, transportation, storage, or disposal of any Hazardous Materials on or affecting the Easement area in violation of any Environmental Laws or in a manner which would require corrective action pursuant to any Environmental Laws; and (b) neither Owner, nor any third party, has received any notice of any material violation of any Environmental Laws with respect to the Easement area (including groundwater on, in, or under the Easement area) about which a governmental authority would require corrective action.

5. MISCELLANEOUS.

5.1 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the Parties, their respective heirs, successors (by merger, consolidation or otherwise), assigns, devisees, administrators and representatives. This Agreement may only be assignable as permitted in, and consistent with, Article 22 of the Ground Lease, which Article 22 is incorporated herein by reference as if fully set forth.

5.2 Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly executed by both Parties.

5.3 Captions. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein.

5.4 Severability. The invalidity of one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

5.5 No Waiver. Any failure of either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. Any consent or approval given pursuant to this Agreement shall be limited to its express terms and shall not otherwise increase the obligations of the Party giving such consent or approval or otherwise reduce the obligations of the Party receiving such consent or approval.

5.6 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary to effectuate the purposes and intent of this Agreement.

5.7 Drafting Interpretations. Preparation of this Agreement has been a joint effort of both the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other by reason of authorship of this document.

5.8 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina, and venue shall be in Bertie County, North Carolina.

5.9 Survival. Notwithstanding any provision of this Agreement to the contrary, expiration or other termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such expiration or termination, including promises of indemnity and payment obligations.

5.10 No Joint Venture. Neither this Agreement nor anything contained herein shall be deemed to make Owner in any way or for any purpose a partner, joint venturer or associate in any relationship with Grantee other than that of Owner, as Owner of the Easement, and Grantee, as grantee of the Easement, nor shall this Agreement or any provision thereof be construed to authorize either to act as agent for the other except as expressly provided in this Agreement.

5.11 Attorneys' Fees. In the event that Owner or Grantee fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all reasonable costs and expenses incurred by the other Party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable counsel fees. The right of Owner or Grantee, as the case may be, to all costs and expenses incurred by it in enforcing or establishing its rights hereunder pursuant to the provisions of this Section 5.11 shall include, without limitation, all costs and expenses incurred by Owner or Grantee, as the case may be,

including, without limitation, court costs and reasonable counsel fees, in the enforcement of all obligations of Owner or Grantee, as the case may be, under this Agreement or otherwise with respect to the Easements, whether or not legal action was commenced, and including all such costs and expenses incurred in an action or participation in, or in connection with, a case or proceeding under Chapter 7 or 11 of the Bankruptcy Code, or any successor statute thereto.

5.12 Notices. Any notice, consent or other formal communication required or permitted to be given by a Party pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered (a) when delivered personally or by email, unless such delivery is made (i) on a day that is not a business day in the place of receipt or (ii) after 5:00 p.m. local time on a business day in the place of receipt, in either of which cases such delivery will be deemed to be made on the next succeeding business day, (b) on the next business day after timely delivery to a reputable overnight courier and (c) on the business day actually received if deposited in the U.S. mail (certified or registered mail, return receipt requested, postage prepaid), addressed as follows (or to such other address or having such other contact information as either Party may hereafter specify for such purpose by like notice to the other Party from time to time):

If delivered to Grantee:

~~SunEnergy1 Windsor Cooper Hill Solar, LLC~~
~~192 Raceway Drive~~
~~c/o DEGS NC Solar, LLC~~
~~550 South Tryon Street - DEC 18A~~
~~Mooreville Charlotte, NC 28117~~ North Carolina 28202
Attention: ~~Kenny Habu~~ Robert Stewart II
Email: ~~rob.stewart@duke-energy.com~~
Phone: (704) ~~662382-0375~~ 9226

Email: ~~kenny@sunenergy1.com~~

With a copy to:

Duke Energy Corporation
139 East Fourth Street, Room 1212-Main
~~SunEnergy1 Cincinnati, LLC~~ Ohio 45202
~~192 Raceway Drive~~
~~Mooreville, NC 28117~~
Attention: ~~Bill Long~~ George Dwight II, Deputy General Counsel
Phone: ~~(704) 662-0375~~
Email: ~~bill.long@sunenergy1~~ george.dwight@duke-energy.com
Phone: (513) 287-4327

If delivered to Owner:

Town of Windsor
c/o Allen Castelloe
P.O. Box 508
128 South King Street
Windsor, NC 27983

Bertie County
c/o John Ed Whitehurst
Interim County Manager

P.O. Box 530
106 Dundee Street
Windsor, NC 27983

With a copy to:

M. Braxton Gillam, [HIII](#)
Attorney for the Town of Windsor
P.O. Box 547
Windsor, NC 27983

Jonathan E. Huddleston
Attorney for Bertie County
P.O. Drawer 100
Windsor, NC 27983

5.13 Documents Included. This Agreement consists of this document and the Exhibits attached hereto in accordance with the provisions hereof, which are specifically incorporated herein and made a part hereof by this reference.

5.14 Counterparts; Signatures. This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Assignment had been delivered. Owner and Grantee (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other Party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, the ~~Parties~~[Parties](#) hereto have executed this Agreement as of the date first above written.

OWNER:

GRANTEE:

<p><u>OWNER:</u></p> <p><u>TOWN OF WINDSOR</u></p> <p>By: _____ <u>SEAL)</u> Name: <u>James F. Haggard, Mayor</u></p> <p>Attest: _____ <u>Town Clerk</u></p> <p><u>OWNER</u></p> <p><u>BERTIE COUNTY</u></p> <p>By: _____ <u>SEAL)</u> Name: <u>J. Wallace Perry, Chairman of Board</u></p>	<p><u>GRANTEE:</u></p> <p><u>WINDSOR COOPER HILL SOLAR, LLC</u></p> <p>By: _____ Name: _____ Title: _____</p>
--	---

By: _____
Name:
Title:

By: _____
Name: Kenny Habul
Title: President

Attest:
By: _____
Name:
Title:

STATE OF NORTH CAROLINA
COUNTY OF BERTIE

I, _____, a Notary Public, for the County and State aforesaid, certify that L. Allen Castelloe personally appeared before me this day and acknowledged that he is the Clerk for the Town of Windsor, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Town of Windsor, the foregoing instrument was signed in its name by James F. Haggard, its Mayor, sealed with its seal, and attested by L. Allen Castelloe as Town Clerk.

I, _____, a Notary Public, do hereby certify that ~~personally appeared before me this day and acknowledged the due execution of the foregoing instrument.~~

Witness my hand and ~~official~~notarial seal or stamp, this the ___ day of _____, 2013.

Notary Public

(Notarial Seal/Stamp)

My Commission Expires: _____

Notary Public
My Commission Expires: _____

(Official Seal)

STATE OF NORTH CAROLINA
COUNTY OF ~~IREDELL~~BERTIE

I, _____, a Notary Public, for the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that he/she is the Clerk to the Board of Commissioners of Bertie County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Bertie County, the foregoing instrument was signed in its name by J. Wallace Perry, its Chairman, sealed with its seal, and attested by _____ as Clerk to the Board of Commissioners of Bertie County.

Witness my hand and notarial seal or stamp, this the ____ day of _____, 2013.

Notary Public

(Notarial Seal/Stamp)

My Commission Expires: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public, ~~do hereby~~ for the County and State aforesaid, certify that ~~Kenny Habul~~ _____, President of Windsor Cooper Hill Solar, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and ~~official~~ notarial seal or stamp, this the ____ day of _____, 2013.

Notary Public

(Notarial Seal/Stamp)

My Commission Expires: _____

~~Notary Public~~

~~(Official Seal)~~

~~My Commission Expires:~~ _____

EXHIBIT B TO THE EASEMENT AGREEMENT

Description of Dominant Estate

~~Located in~~ THOSE certain tracts or parcels of land lying and being in Windsor Township, Bertie County, State of North Carolina, and being more particularly described as follows:

~~Approximately _____ acres of cleared land located at _____ owned by _____ . The particular acreage will be described in a survey. The survey descriptions will replace this paragraph.~~

Tract 1:

BEING all of TRACT B, containing 31.21 acres, more or less, as the same is shown on that map prepared by J. Gary Culp, Professional Land Surveyor, dated Jun3 2003, and identified by the following legend: "SURVEY FOR: COUNTY OF BERTIE PROPERTY OF WEYERHAEUSER CORPORATION AND SUSTAINABLE FOREST, LLC". This map is duly of record in Plat Cabinet B., Page 466, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

Tract 2:

BEING all of TRACT C, containing 20.97 acres, more or less, as the same is shown on that map prepared by J. Gary Culp, Professional Land Surveyor, dated Jun3 2003, and identified by the following legend: "SURVEY FOR: COUNTY OF BERTIE PROPERTY OF WEYERHAEUSER CORPORATION AND SUSTAINABLE FOREST, LLC". This map is duly of record in Plat Cabinet B., Page 466, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

TOGETHER WITH the right to use that certain access easement between the Tracts described above and NC Highway 308 as described in that certain Easement Agreement by and between John L. Pierce, Jr. and wife Dorothy P. Pierce, Illinois Municipal Retirement Fund, the Town of Windsor and Bertie County dated October 23, 2013 and recorded in Book ____ at Page ____ in the Bertie County, North Carolina, Public Registry.

EXHIBIT C
~~To~~ Ground Lease

SOLAR SKYWAY EASEMENT

~~Solar Skyway Easement~~

STATE OF NORTH CAROLINA

SOLAR SKYWAY EASEMENT AGREEMENT

COUNTY OF BERTIE

THIS SOLAR SKYWAY EASEMENT AGREEMENT (this "Agreement"), is made this ____ day of _____, 2013, by and between _____ ~~(the~~the TOWN OF WINDSOR and BERTIE COUNTY, bodies politic and existing under the laws of the State of North Carolina (collectively, "Grantor"), and ~~SUNENERGY1~~WINDSOR COOPER HILL SOLAR, LLC, a ~~North Carolina~~Delaware limited liability company ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of [that certain tract/those certain tracts] of land identified and described as the "Grantor's Property" on Exhibit A attached hereto and incorporated herein by this reference (the "Grantor's Property"); and

WHEREAS, Grantee is the lessee of an approximately acre portion of Grantor's Property under the terms of a Ground Lease and Easement Agreement between Grantor and Grantee dated as of _____, 2013 (the "Site Lease") (such portion being herein referred to as the "Premises"), and as said Premises is more particularly described on Exhibit B attached hereto and incorporated herein; and

WHEREAS, Grantee has constructed or will construct certain solar photovoltaic electric generating facility improvements (the "Solar Power Facility") on the Premises; and

WHEREAS, in connection with the efficient operation of the Solar Power Facility, it is necessary that Grantee maintain the unobstructed passage of sunlight through an area surrounding the Solar Power Facility; and

WHEREAS, subject to the terms of this Agreement, Grantor has agreed to grant to Grantee the solar skyway easement herein described through, over, upon and across the remainder of Grantor's Property which is not included within the Premises (the "Solar Skyway Easement Area").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above premises and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor hereby conveys, grants and warrants to Grantee a solar skyway easement over, across and above the Solar Skyway Easement Area in accordance with the following terms.

1. Grant of Solar Skyway Easement. Grantor hereby agrees that no structure, activity, or land use of Grantor shall cast a shadow on any solar energy collector of Grantee located on the Premises unless such structure, activity, or land use exists on the effective date of this easement and is not required to be removed or is excepted by the terms of this instrument. Once Tenant has cleared the Property there will be no vegetation on the Property

that could cast a shadow on any solar energy collector of Grantee and so Owner is relieved of any obligation regarding the further cutting or clearing of vegetation from the Property. Owner is not responsible for the vegetation or any structure or other activity on land that is owned by others.

Upon and subject to advance written approval from Grantor, the following rights are also granted to Grantee: to enter said Solar Skyway Easement Area and to remove from the Solar Skyway Easement Area, now or at any time during the term of the Site Lease, as such term may be extended, trees, structures or other obstructions that may materially impair or reduce the electric power output of the Solar Power Facility and trees of any species that Grantee determines will grow at maturity to a height that will materially impair or reduce the electric power output of the Solar Power Facility; to trim or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs which, in the opinion of the Grantee, might interfere with or fall upon the Solar Power Facility. Further, Grantor shall not allow any third party claiming by or through Grantor to take any action, or fail to take any action, which would result in any shading of the Solar Power Facility solar collectors that materially impairs or reduces the electric power output of the Solar Power Facility. The above reference to Skyway Easement is applicable only to Owner's property.

2. Title to Property. Grantor warrants to Grantee, its successors and assigns, that Grantor is the sole owner of good, marketable and insurable fee simple title to the Grantor's Property as described herein, has the right to grant and convey the aforesaid solar skyway easement, and will warrant and defend its right to so grant said easement against the lawful claims of all persons.

3. Running with the Land. The burdens and benefits of this easement are transferable and shall run with the land to subsequent grantees of the Grantor and the Grantee. This solar skyway easement shall remain in effect until the Site Lease is terminated.

4. Governing Law. This Agreement is to be governed, construed and enforced in accordance with the laws of the State of North Carolina.

5. Binding Effect. Grantor hereby represents and warrants that it has the right, power and authority to enter into this Agreement and to grant the easements in accordance with the terms and conditions hereof. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

6. Severability. If any term, covenant or condition of this Agreement, or any application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder thereof shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid, and may be enforced to the fullest extent permitted by law.

7. Amendment to Agreement. This Agreement may be amended only by a writing executed by each of the Parties hereto, or their applicable successors or assigns, and properly recorded in the Bertie County, North Carolina, Public Registry.

8. Remedies for Breach. The terms and conditions of this Agreement shall be enforceable by actions for specific performance or injunction, in addition to any other remedies available at law.

9. No Waiver. No delay or omission by any Party in exercising any right or power accruing upon any noncompliance or failure of performance by the other Party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof

10. Counterparts. This Agreement may be executed in counterparts all of which taken together shall be deemed one original when executed by all Parties.

TO HAVE AND TO HOLD the easements hereinabove described unto Grantee, its successors and assigns, for the aforesaid uses and purposes.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the day and year first above written.

GRANTOR:

GRANTEE:

OWNER:

GRANTEE:

TOWN OF WINDSOR

WINDSOR COOPER HILL SOLAR, LLC

By: _____ (SEAL)
Name: James F. Haggard, Mayor

By: _____
Name: _____
Title: _____

Attest: _____
Town Clerk

OWNER

BERTIE COUNTY

By: _____ (SEAL)
Name: J. Wallace Perry, Chairman of Board
of Commissioners

Attest: _____
Clerk to the Board of Commissioners

SUNENERGY1, LLC

By: _____
Name:
Title:

By: _____
Name: ~~Kenny Habul~~
Title: ~~President~~

Attest:
By: _____
Name:
Title:

STATE OF NORTH CAROLINA
COUNTY OF BERTIE

I, _____, a Notary Public, for the County and State aforesaid, certify that L. Allen Castelloe personally appeared before me this day and acknowledged that he is the Clerk for the Town of Windsor, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Town of Windsor, the foregoing instrument was signed in its name by James F. Haggard, its Mayor, sealed with its seal, and attested by L. Allen Castelloe as Town Clerk.

~~I, _____, a Notary Public, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.~~

Witness my hand and ~~official~~ notarial seal or stamp, this the ___ day of _____, 2013.

Notary Public

(Notarial Seal/Stamp)

My Commission Expires: _____

~~Notary Public~~
~~My Commission Expires:~~ _____
STATE OF NORTH CAROLINA
COUNTY OF ~~IREDELL~~ BERTIE

(~~Official Seal~~)

I, _____, a Notary Public, for the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that he/she is the Clerk to the Board of Commissioners of Bertie County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Bertie County, the foregoing instrument was signed in its name by J. Wallace Perry, its Chairman, sealed with its seal, and attested by _____ as Clerk to the Board of Commissioners of Bertie County.

Witness my hand and notarial seal or stamp, this the ___ day of _____, 2013.

Notary Public

(Notarial Seal/Stamp)

My Commission Expires: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public, ~~do hereby~~ for the County and State aforesaid, certify that ~~Kenny Habul~~ _____, President of Windsor Cooper Hill Solar, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and ~~official~~ notarial seal or stamp, this the ____ day of _____, 2013.

Notary Public

(Notarial Seal/Stamp)

My Commission Expires: _____

~~Notary Public~~

~~(Official Seal)~~

~~My Commission Expires:~~ _____

EXHIBIT A TO SOLAR SKYWAY EASEMENT AGREEMENT

Grantor's Property

Located ~~in Bertie~~ in Bertie County, North Carolina, and more particularly described as follows:

Approximately _____ acres of cleared land located at _____ owned by _____. The particular acreage will be described in a survey. The survey descriptions will replace this paragraph.

EXHIBIT B TO THE SOLAR SKYWAY EASEMENT AGREEMENT

Premises

~~Located in Bertie~~ THOSE certain tracts or parcels of land lying and being in Windsor Township, Bertie County, State of North Carolina, and being more particularly described as follows:

Tract 1:

BEING all of TRACT B, containing 31.21 acres, more or less, as the same is shown on that map prepared by J. Gary Culp, Professional Land Surveyor, dated Jun3 2003, and identified by the following legend: "SURVEY FOR: COUNTY OF BERTIE PROPERTY OF WEYERHAEUSER CORPORATION AND SUSTAINABLE FOREST, LLC". This map is duly of record in Plat Cabinet B., Page 466, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

Tract 2:

BEING all of TRACT C, containing 20.97 acres, more or less, as the same is shown on that map prepared by J. Gary Culp, Professional Land Surveyor, dated Jun3 2003, and identified by the following legend: "SURVEY FOR: COUNTY OF BERTIE PROPERTY OF WEYERHAEUSER CORPORATION AND SUSTAINABLE FOREST, LLC". This map is duly of record in Plat Cabinet B., Page 466, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

TOGETHER WITH the right to use that certain access easement between the Tracts described above and NC Highway 308 as described in that certain Easement Agreement by and between John L. Pierce, Jr. and wife Dorothy P. Pierce, Illinois Municipal Retirement Fund, the Town of Windsor and Bertie County dated October 23, 2013 and recorded in Book _____ at Page _____ in the Bertie County, North Carolina, Public Registry.

~~Approximately _____ acres of cleared land located at _____ owned by _____.~~ ~~The particular acreage will be described in a survey. The survey descriptions will replace this paragraph.~~

EXHIBIT D
To Ground Lease

Memorandum of Lease

STATE OF NORTH CAROLINA

MEMORANDUM OF LEASE

COUNTY OF BERTIE

TOWN OF WINDSOR and BERTIE COUNTY, bodies politic, organized and existing under the laws of the State of North Carolina, collectively as LANDLORD, having an address of _____, hereby leases to SUNENERGY4 WINDSOR COOPER HILL SOLAR, LLC, a North Carolina Delaware limited liability company, as TENANT, having an address of 192 Raceway Drive, Mooresville, NC c/o DEGS NC Solar, LLC, 550 South Tryon Street - DEC 18A, Charlotte, NC 28202, Attention: ~~Kenny Habul~~ Robert Stewart II, for a term beginning on _____, 2013, and continuing for a maximum period of thirty (30) years, including extensions and renewals, following the date that Tenant notifies Landlord that the solar photovoltaic electric generating facility being constructed on the leased property is commercially operational, the following property:

Those certain premises situated in _____, _____ Bertie County, North Carolina, consisting of approximately _____ 52.18 acres of land ~~located at~~ _____, as said premises are more particularly described on Exhibit A and incorporated herein by reference.

The provisions set forth in a written Ground Lease and Easement Agreement between the _____ day of _____, 2013, are hereby incorporated in this Memorandum.

<u>LANDLORD:</u>	<u>TENANT:</u>
<u>TOWN OF WINDSOR</u>	<u>WINDSOR COOPER HILL SOLAR, LLC</u>
By: _____ (SEAL)	By: _____
Name: <u>James F. Haggard, Mayor</u>	Name: _____
	Title: _____
Attest: _____	
<u>Town Clerk</u>	
<u>OWNER</u>	
<u>BERTIE COUNTY</u>	
By: _____ (SEAL)	
Name: <u>J. Wallace Perry, Chairman of Board</u>	

of Commissioners
Attest: _____
Clerk to the Board of Commissioners

LANDLORD:

TENANT:

SUNENERGY1, LLC

By: _____

By: _____

Name:

Name: Kenny Habul

Title:

Title: President

Attest:

By: _____

Name:

Title:

STATE OF NORTH CAROLINA

COUNTY OF BERTIE

I, _____, a Notary Public, for the County and State aforesaid, certify that L. Allen Castelloe personally appeared before me this day and acknowledged that he is the Clerk for the Town of Windsor, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Town of Windsor, the foregoing instrument was signed in its name by James F. Haggard, its Mayor, sealed with its seal, and attested by L. Allen Castelloe as Town Clerk.

The undersigned, Notary Public, does hereby certify that _____ personally appeared before me this day and acknowledged that she is the _____, and by authority duly given and as the act of _____, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official notarial seal or stamp, this the ____ day of _____, 2013.

Notary Public (Notarial Seal/Stamp)
My Commission Expires: _____

Notary Public
My Commission Expires: _____

(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF ~~IREDELL~~ BERTIE

I, _____, a Notary Public, for the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that he/she is the Clerk to the Board of Commissioners of Bertie County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Bertie County, the foregoing instrument was signed in its name by J. Wallace Perry, its Chairman, sealed with its seal, and attested by _____ as Clerk to the Board of Commissioners of Bertie County.

Witness my hand and notarial seal or stamp, this the _____ day of _____, 2013.

Notary Public

(Notarial Seal/Stamp)

My Commission Expires: _____

~~The undersigned, Notary Public, does hereby certify that Kenny Habul personally appeared before me this day and acknowledged that he is the President of SunEnergy1, LLC, and by authority duly given and as the act of President, appeared before me this day and acknowledged the due execution of the foregoing instrument.~~

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public, for the County and State aforesaid, certify that _____, _____ President of Windsor Cooper Hill Solar, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and ~~official~~notarial seal or stamp, this the ____ day of _____, 2013.

Notary Public

(Notarial Seal/Stamp)

My Commission Expires:

~~Notary Public~~

~~(SEAL)~~

~~My Commission Expires:~~

EXHIBIT A TO MEMORANDUM OF LEASE

~~Located in~~ THOSE certain tracts or parcels of land lying and being in Windsor Township, Bertie County, State of North Carolina, and being more particularly described as follows:

Tract 1:

BEING all of TRACT B, containing 31.21 acres, more or less, as the same is shown on that map prepared by J. Gary Culp, Professional Land Surveyor, dated Jun3 2003, and identified by the following legend: "SURVEY FOR: COUNTY OF BERTIE PROPERTY OF WEYERHAEUSER CORPORATION AND SUSTAINABLE FOREST, LLC". This map is duly of record in Plat Cabinet B., Page 466, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

Tract 2:

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~~Approximately _____ acres of cleared land located at _____ owned by _____ . The particular acreage will be described in a survey. The survey descriptions will replace this paragraph.~~

Summary Report:	
Litéra® Change-Pro TDC 7.0.0.365 Document Comparison done on 1/10/2014 2:05:24 PM	
Style Name: KL Standard	
Original DMS: dm://CH/3197385/1	
Modified DMS: dm://CH/3197385/3	
Changes:	
<u>Add</u>	196
Delete	173
Move From	7
<u>Move To</u>	7
<u>Table Insert</u>	17
Table Delete	6
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format Changes	0
Total Changes:	406



Elaine F. Marshall
Secretary

North Carolina

DEPARTMENT OF THE
SECRETARY OF STATE

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

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Date: 1/30/2014

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Corporation Names

Name	Name Type
NC WINDSOR COOPER HILL SOLAR, LLC	LEGAL

Limited Liability Company Information

SOSID:	1344266
Status:	Current-Active
Effective Date:	10/22/2013
Citizenship:	FOREIGN
State of Inc.:	DE
Duration:	PERPETUAL
Annual Report Status:	CURRENT

Registered Agent

Agent Name:	CT CORPORATION SYSTEM
Office Address:	150 FAYETTEVILLE ST., BOX 1011 RALEIGH NC 27601
Mailing Address:	150 FAYETTEVILLE ST., BOX 1011 RALEIGH NC 27601

Principal Office

Office Address:	550 SOUTH TRYON STREET CHARLOTTE NC 28202
Mailing Address:	550 SOUTH TRYON STREET CHARLOTTE NC 28202

Officers/Company Officials

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State of North Carolina
Department of the Secretary of State

SOSID: 1344266
Date Filed: 10/22/2013 5:12:00 PM
Elaine F. Marshall
North Carolina Secretary of State

C2013 294 00478

APPLICATION FOR CERTIFICATE OF AUTHORITY
FOR LIMITED LIABILITY COMPANY

Pursuant to §57C-7-04 of the General Statutes of North Carolina, the undersigned limited liability company hereby applies for a Certificate of Authority to transact business in the State of North Carolina, and for that purpose submits the following:

1. The name of the limited liability company is Windsor Cooper Hill Solar, LLC;

and if the limited liability company name is unavailable for use in the State of North Carolina, the name the limited liability company wishes to use is _____

2. The state or country under whose laws the limited liability company was formed is: Delaware

3. The date of formation was 10/11/2013; its period of duration is: Perpetual

4. Principal office information: (Select either a or b.)

a. The limited liability company has a principal office.

The street address and county of the principal office of the limited liability company is:

Number and Street 550 South Tryon Street
City, State, Zip Code Charlotte, NC 28202 County Mecklenburg

The mailing address, *if different from the street address*, of the principal office of the corporation is:

b. The limited liability company does not have a principal office.

5. The street address and county of the registered office in the State of North Carolina is:

Number and Street 150 Fayetteville Street, Box 1011
City, State, Zip Code Raleigh, NC 27601 County Wake

6. The mailing address, *if different from the street address*, of the registered office in the State of North Carolina is:

7. The name of the registered agent in the State of North Carolina is: C T Corporation System

APPLICATION FOR CERTIFICATE OF AUTHORITY

Page 2

8. The names, titles, and usual business addresses of the current managers of the limited liability company are: (use attachment if necessary)

<u>Name</u>	<u>Business Address</u>
Duke Energy Renewables NC Solar, LLC, Sole Member	550 South Tryon Street, Charlotte, NC 28202
_____	_____
_____	_____
_____	_____

9. Attached is a certificate of existence (or document of similar import), duly authenticated by the secretary of state or other official having custody of limited liability company records in the state or country of formation. **The Certificate of Existence must be less than six months old. A photocopy of the certification cannot be accepted.**

10. If the limited liability company is required to use a fictitious name in order to transact business in this State, a copy of the resolution of its managers adopting the fictitious name is attached.

11. This application will be effective upon filing, unless a delayed date and/or time is specified: _____

This the 17 day of October, 2013

Windsor Cooper Hill Solar, LLC
Name of Limited Liability Company

Nancy M Wright
Signature of Manager

Nancy M. Wright, Asst. Sec. (authorized to sign in
Type or Print Name accordance with NCGS
 Duke Energy Renewables 57c-3-24)
 NC Solar, LLC, Sole Member

Notes:
1. Filing fee is \$250. This document must be filed with the Secretary of State.

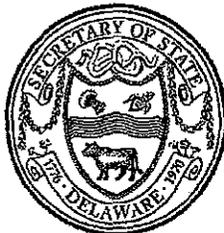
Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "WINDSOR COOPER HILL SOLAR, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF OCTOBER, A.D. 2013.

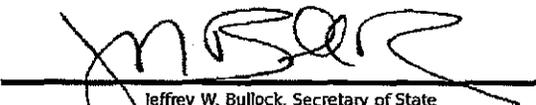
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



5413800 8300

131210851

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0824715

DATE: 10-18-13



Elaine F. Marshall
Secretary

North Carolina

DEPARTMENT OF THE
SECRETARY OF STATE

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

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Date: 1/30/2014

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Corporation Names

Name	Name Type
NC DUKE ENERGY RENEWABLES NC SOLAR, LLC	LEGAL
NC DEGS NC SOLAR, LLC	PREV LEGAL

Limited Liability Company Information

SOSID:	1274365
Status:	Current-Active
Effective Date:	8/20/2012
Citizenship:	FOREIGN
State of Inc.:	de
Duration:	PERPETUAL
Annual Report Status:	CURRENT

Registered Agent

Agent Name:	CT CORPORATION SYSTEM
Office Address:	150 FAYETTEVILLE ST., BOX 1011 RALEIGH NC 27601
Mailing Address:	150 FAYETTEVILLE ST., BOX 1011 RALEIGH NC 27601

Principal Office

Office Address:	550 SOUTH TRYON STREET, MAIL CODE DEC/45A CHARLOTTE NC 28202
Mailing Address:	550 SOUTH TRYON STREET, MAIL CODE DEC/45A CHARLOTTE NC 28202

Officers/Company Officials

Title:	MEMBER
Name:	DUKE ENERGY CORPORATION
Business Address:	550 SOUTH TRYON STREET MAIL CODE: DEC/45A CHARLOTTE NC 28202

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RESOLUTION NO _____
ADOPTING CAPITAL PROJECT BUDGET ORDINANCE,
ACCEPTING PWS FUNDING, AND
APPROVING TECHNICAL SERVICE AGREEMENT
FOR
BERTIE COUNTY WATER DISTRICT II
BLACK ROCK SUBDIVISION WATER IMPROVEMENTS
NOVEMBER 19, 2012

WHEREAS, County Water District II desires to install water lines in the Black Rock Subdivision, and

WHEREAS, Public Water Supply Section (PWS) has issued an offer to fund the project in the amount of \$394,000 as 100% Loan at 0% interest rate for twenty (20) years, and

WHEREAS, PWS funding offer Part A requires acceptance by County Water District II, and

WHEREAS, Public Water Supply Section requires execution of PWS approved Technical Services Agreement.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF COUNTY WATER DISTRICT II:

That PWS Part A funding offer is hereby accepted, and

That the attached Capital Project Budget Ordinance is hereby adopted, and

That the Technical Service Agreement is hereby approved, and

That Engineer is authorized to proceed with the preparation of plans and specifications, and

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

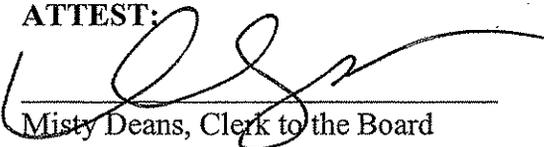
Adopted this the 19th of November, 2012



Lewis C. Hoggard, III, Chairman
County Water District II

(SEAL)

ATTEST:



Misty Deans, Clerk to the Board

GROUND LEASE AND EASEMENT AGREEMENT

This GROUND LEASE AND EASEMENT AGREEMENT (this "Ground Lease"), is dated as of December 31 , 2013 ("Effective Date") between the TOWN OF WINDSOR and BERTIE COUNTY, bodies politic, organized and existing under the laws of the State of North Carolina (collectively referred to as "Owner") and SUNENERGY1WINDSOR COOPER HILL SOLAR, LLC, a North Carolina Delaware limited liability company ("Tenant").

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, hereby agree as follows:

1. **Definitions.** For all purposes of this Ground Lease the following terms shall have the meanings assigned to them in this Article 1, and include the plural as well as the singular. Capitalized terms used in this Ground Lease and not defined herein shall have the meaning given in the Option to Lease entered into by and between the Parties hereto Owner and Tenant's predecessor in interest, Sunenergy1, LLC and dated September 26 , 2013.

1.1 "Affiliate" means, when used with reference to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. For purposes of the foregoing, "control", "controlled by" and "under common control with" with respect to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, partnership interests or by contract or otherwise.

1.2 "Business Day" means any day other than Saturday or Sunday or a legal holiday observed by the State of North Carolina.

1.3 "Casualty" means any loss or destruction of or damages to the Facility or the Site resulting from any act of God, fire, explosion, earthquake, accident or the elements, whether or not covered by insurance and whether or not caused by the fault or negligence of either Party, or such Party's employees, agents, contractors, or visitors.

1.4 "Closing" has the meaning set forth in Section 23.2.

1.5 "Commercial Operation Date" means the date upon which Tenant notifies Owner that the Facility is commercially operational.

1.6 "Environmental Laws" means any federal, state or local law, code, statute, ordinance, rule, regulation, rule of common law, guideline or informal policy position, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material; or any substances or mixture of any Hazardous Materials regulated thereunder, now or hereafter enacted or promulgated (collectively, and including, without limitation, any such laws which require notice of the use, presence, storage, generation, disposal or release of any Hazardous Materials to be provided to any party), including, but not limited to, the following: the Comprehensive Environmental Response,

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Compensation and Liability Act, as now or hereafter amended (42 U.S.C. Section 9601, et seq.); the Hazardous Materials Transportation Act, as now or hereafter amended (49 U.S.C. Section 1801, et seq.); the Resource Conservation and Recovery Act, as now or hereafter amended (42 U.S.C. Section 6901, et seq.); and any so-called “Superfund” or “Superlien” law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material; or any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended (15 U.S.C. Section 2601 et seq.); and any “toxic pollutant” under the Clean Water Act, as now or hereafter amended (33 U.S.C. Section 1251 et seq.); and any hazardous air pollutant under the Clean Air Act, as now or hereafter amended (42 U.S.C. Section 7901 et seq.).

1.7 “Environmental Liability” means any action, lawsuit, claim or proceeding (including claims or proceedings at common law or under the Occupational Safety and Health Act or similar laws relating to safety of employees) arising under or related in any way to the Environmental Laws or which seeks to impose liability for (a) noise; (b) pollution or contamination of the air, surface water, ground water or land or the clean-up of such pollution or contamination; (c) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal or transportation; (d) exposure to or contamination by Hazardous Materials; (e) the safety or health of employees or (f) the manufacture, processing, distribution in commerce or use of Hazardous Materials. An “Environmental Liability” includes a common law action, whether direct or indirect, as well as a proceeding to issue, modify or terminate an Environmental Permit, or to adopt or amend a regulation to the extent that such a proceeding attempts to redress violations of an applicable permit, license, or regulation as alleged by any governmental authority.

1.8 “Environmental Permit” means any permit, license, approval or other authorization under any applicable Environmental Laws.

1.9 “Facility” means a solar photovoltaic electric generating facility or facilities and related Utilities, improvements, equipment, facilities, appurtenances and other improvements existing on the Effective Date and/or to be developed, constructed, owned, operated and maintained on the Site and the Easement Areas, including but not limited to all structures, machinery, equipment, meters, fixtures, interconnections, ancillary equipment and materials, and all additions, expansions and modifications thereto as may be located on the Site and the Easement Areas.

1.10 “Force Majeure” means all events beyond the control of the Party affected, including without limitation flood, earthquake, storm, lightning, fire, explosion, war, riot, civil disturbances, strikes, and sabotage.

1.11 “Hazardous Materials” means any flammable, reactive, explosive, corrosive or radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials, wastes or substances, exposure to which is prohibited, limited or regulated by a federal, state, county, regional or local authority, or any Environmental Laws including, but not limited to, asbestos, PCBs, petroleum products and by-products, hazardous air pollutants, or any substance identified, defined or listed as a “toxic pollutant,” “hazardous wastes,” “hazardous materials,” “hazardous substances,” “toxic

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substances,” “pollutant or contaminant,” “hazardous chemical,” or any hazardous air pollutant, or similarly identified in, pursuant to, or for purposes of, any Environmental Laws.

1.12 “Lease Year” means each consecutive 12 month period during the Term commencing with the first day of the first full calendar month following the Rent Commencement Date (or if the Rent Commencement Date shall occur on the first day of a calendar month, commencing on the Rent Commencement Date) and ending on the last day of the calendar month completing such 12 month period.

1.13 “Official Records” means the Official Records of Bertie County, North Carolina.

1.14 “Owner’s Parties” means Owner, its officers, directors, partners, members, affiliates, lenders, employees, shareholders, attorneys, lessees (other than Tenant), sublessees, licensees, invitees, contractors, subcontractors, consultants, agents and any of their respective successors and assigns.

1.15 “Party” or “Parties” means Owner and/or Tenant, as applicable.

1.16 “Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, estate, unincorporated organization or other business entity, or any governmental authority.

1.17 “Release” means any release, pumping, pouring, emptying, injecting, escaping, leaching, dumping, seepage, spill, leak, flow, discharge, disposal or emission of a Hazardous Material whether on, under or migrating to or from the property of any Party.

1.18 “Rent Commencement Date” means the date that Tenant obtains its Power Purchase Agreement or the Effective Date, whichever date occurs first. The Effective Date is the first day after the expiration of the 120-day Initial Option Period contemplated in the Option to Lease or, if extended, the expiration of any Additional Option Period(s) or upon Tenant’s written notice of its election to lease, which date shall be inserted into the first paragraph of the Agreement.

1.19 “Rent Payment Term” means the period of time commencing with the Rent Commencement Date and expiring at the end of the Term.

1.20 “Site” means the property described on Exhibit A attached hereto together with all improvements located thereon as of the Effective Date.

1.21 “Tenant’s Parties” means Tenant, its officers, directors, partners, members, affiliates, lenders, employees, shareholders, attorneys, lessees, sublessees, licensees, invitees, contractors, subcontractors, consultants, agents and any of their respective successors and assigns.

1.22 “Transfer” means a transfer or conveyance of Owner’s interest in (i) the Site, (ii) the Easements and/or (iii) this Ground Lease.

1.23 "Utilities" means the services and related improvements, equipment and facilities necessary for the operation of the Facility, including, but not limited to, natural gas, electrical power, water, storm water, sanitary sewer, roads, telephone and telecommunication services, improvements, equipment and facilities.

2. Site Preparation; Lease; Term.

2.1 Site Preparation. Tenant agrees to clear, grub, and rake the Property. The cost of this land clearing work, minus \$15,000.00, will be treated as prepayment of the Lease. Tenant shall be responsible only for the basic site preparation of clearing, grubbing, and raking, and only the cost of clearing, grubbing and raking will be considered as prepayment of the Lease. The cost of leveling, grading, mucking, filling, seeding or any other additional site preparation will not be considered as prepayment of the Lease. Tenant will be responsible for compliance with any local, state or federal rules or regulations regarding site work, including but not limited to water quality and air quality regulations. The work will be completed within a reasonable time after commencement, weather permitting. Tenant will not have to pay rent for the time period that is prepaid. That time period is calculated by taking the cost of clear, grub and rake, subtracting \$15,000.00, and then dividing by both the rental obligation for that lease term and the acreage being leased. If the resulting number of months includes a fraction of a month, then the rent paid for that fraction of a month will be pro-rated. Tenant will not allow any liens to be placed on the Site as the result of land clearing activities. Tenant will post a sufficient payment bond to assure payment of its contractor and subcontractors.

2.2 Lease of Site. Term Owner hereby leases the Site to Tenant, and. Tenant hereby leases the Site from Owner, upon the terms and conditions hereof, for a term which shall commence on the Effective Date, and expire on the date that is fifteen (15) years after the Commercial Operation Date (the "Initial Term"); provided, that upon not less than 180 days written notice (a "Renewal Notice") to Owner prior to the expiration of the then expiring term, Tenant may elect to extend the term of this Lease for a period of five (5) years (the "First Renewal Term"), followed by up to two additional period(s) of five (5) years each (the "Second Renewal Term" and "Third Renewal Term", respectively, and, together with the First Renewal Term and the Initial Term, collectively, the "Term"), with each such renewal term commencing on the expiration of the then expiring term and continuing for the period specified in such Renewal Notice delivered by Tenant.

2.3 Termination Right. In the event of a condition outside of Tenant's reasonable control that prevents or materially and adversely affects Tenant's ability to use or operate any Facility located on the Site for the purposes of generating or selling electricity, Tenant shall notify Owner ("Tenant's Notice") of the same and the Parties shall meet and discuss whether there is any commercially feasible alternative for Tenant to maintain its operations on the Property. If the Parties, each negotiating in good faith, cannot come to a mutually satisfactory agreement within sixty (60) days following the date of Tenant's Notice, then Tenant may, at any time following such date, elect to terminate this Ground Lease with respect to all or a portion of the Site by giving Owner not less than one hundred twenty (120) days notice of such termination ("Tenant's Election"). In the event Tenant elects to terminate this Ground Lease with respect to a portion of the Site, Tenant's Election shall contain a description of the portion of the Site for which Tenant intends to continue this Ground Lease and the Parties shall enter and execute with due diligence an Amendment to this Ground Lease in order to effectuate any

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revision to this Ground Lease that is required as a result of Tenant's Election. Upon the effective date of any such termination with respect to all of the Site, this Ground Lease shall terminate and neither Party shall have any further obligations under this Ground Lease, except as specifically set forth herein. If Tenant elects to terminate this Agreement, it will not be entitled to reimbursement for any of its land clearing costs.

2.4 **Conditions Precedent.** It shall be a condition precedent to Owner's obligations hereunder that (a) Owner shall have complied with the provisions of N.C.G.S. § 160A-269 and 160A-272, which require that the Owner, which is a public body, publish a notice of the offer and allow 10 days for upset bids, (b) Tenant shall have executed an agreement with Owner providing for the interconnection of the Facility with the electric distribution system of Owner, and (c) Tenant shall have executed a Purchase Power Agreement.

3. **Severance.** The Parties agree that all improvements at any time constructed by or for Tenant on the Site or within any Easement Area, whether prior to the Effective Date or after the same, and all equipment at any time acquired by or for Tenant and located on the Site or within any Easement Area, including (without limitation) all improvements and equipment comprising the Facility, are hereby severed by agreement and intention of the Parties and shall remain severed from the Site and any Easement Area, shall be considered with respect to the interests of the Parties hereto as the sole and exclusive property of Tenant or a Financing Party designated by Tenant, and, even though attached to or affixed to or installed upon the Site or within an Easement Area, shall not be considered to be fixtures or a part of the Site or such Easement Area and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Site or any Easement Area by Owner. Except as specifically provided for herein and except for property tax liens, Owner waives any rights it may have under the laws of the State of North Carolina arising under this Ground Lease or otherwise to any lien upon, or any right to distress or attachment upon, or any other interest in, any item constituting part of the Facility or any other equipment or improvements constructed or acquired by or for Tenant and located on the Site or within any Easement Area. Upon the termination of this Lease, and subject to any amendment or extension to this Lease, and except as Owner may otherwise elect as described in Article 6 below, Tenant shall remove any and all of the aforesaid improvements and equipment and restore the Property to its original condition as of the time of the execution of this Lease.

4. Rent; Tenant Costs.

4.1 **Rent.** During the Rent Payment Term, Tenant shall pay annual rent ("Base Rent"), in advance, to Owner commencing on the Rent Commencement Date and on each anniversary of the Rent Commencement Date thereafter (each such payment date, a "Rent Payment Date"). During the Initial Term and commencing on the Rent Commencement Date, Base Rent shall be in the amount of Three Hundred and No/100 Dollars (\$300.00) per acre of the Site per year, payable annually in advance. During the First Renewal Term, Base Rent shall be in the amount of Three Hundred Fifty and No/100 Dollars (\$350.00) per acre of the Site per year, payable annually in advance. During the Second Renewal Term, Base Rent shall be in the amount of Three Hundred Fifty and No/100 Dollars (\$350.00) per acre of the Site per year, payable annually in advance. During the Third Renewal Term, Base Rent shall be in the amount of Three Hundred Fifty and No/100 Dollars (\$350.00) per acre of the Site per

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year, payable annually in advance. The acreage of the Site shall be as determined by Tenant's survey (the "Survey") of the Site and any applicable Easement Areas.

4.2 Interest. Any monetary payment due Owner hereunder not received on or before such payment is due, other than late charges, not received by Owner within 10 Business Days after Tenant receives notice from Owner that such payment shall be due shall bear interest from the due date until the date paid. The interest charged shall be equal to the lesser of 10% per annum or the maximum rate allowed by law.

4.3 Tenant Costs.

(a) Tenant covenants and agrees to pay any personal property taxes or special assessments, if any, that may be levied or assessed against any improvements, or other personal property, situated on the Property, water and sewer rents/charges, liens, utilities charges, insurance and other costs which the Owner would not incur but for this Agreement that are due and payable during the Term hereof and are at any time imposed or levied against the Facility, the Easement Area or the Site, directly to the agency, entity, municipality or other party charged with collection of same. In the event Tenant fails to make any such payment when due, Owner may in its sole discretion pay the same on behalf of Tenant, and the same shall be due to Owner as repayment in which event Owner shall have the right, after ten (10) days Notice to Tenant, to charge Tenant interest thereon beginning ten (10) days from the date of such Notice as provided in Section 4.2.

(b) Tenant will furnish to Owner, upon request once per year, a proof of payment of all items referred to in Section 4.3(a) that are payable by Tenant; provided, that Tenant will in addition furnish to Owner proof of payment of any taxes or payments in lieu thereof and proof of payment of insurance premiums promptly after demand therefor.

5. Further Assurances. Owner and Tenant shall conduct good faith negotiations with due diligence and upon reasonable terms concerning any further instruments and documents, including, without limitation, a shared facilities agreement, if reasonably necessary, and take any further action that may be reasonably necessary to effectuate the purposes and intent of this Ground Lease. To such end, Owner and Tenant shall conduct good faith negotiations with due diligence and upon reasonable terms concerning any nonexclusive easements and rights-of-way in, to, over, under and across the Site and/or adjacent lands owned or controlled by Owner, and any improvements thereon, as the Parties mutually determine may be necessary or desirable in connection with the development, construction, ownership, operation, maintenance and expansion of the Facility (the "Operational Easements") as well as a solar skyway easement (the "Solar Skyway Easement" (the Operational Easements and the Solar Skyway Easement herein collectively referred to as the "Easements", each also herein sometimes referred to as an "Easement"), which Easements shall burden real property owned or controlled by the Owner (the "Easement Areas"). All Easements shall (a) be non-exclusive, (b) be co-terminous with the Term hereof (as the same may be extended), (c) be appurtenant to the Site, benefit and run with the Site and burden and run with the Easement Areas, and (d) require Tenant to bear the cost of restoring the condition of the Easement Area after the exercise of any rights of access under such Easement. Without limiting the generality of the foregoing, Owner acknowledges and agrees that Tenant may request Easements for solar skyway protection, construction laydown

areas, pedestrian and vehicular ingress, egress and access, parking and circulation, electrical distribution lines, water lines, fire lines, gas lines, storm drainage, sewer lines, telephone lines, fiber optic lines, and other or associated Utilities, facilities and/or equipment serving the Facility and/or the Site. Upon reaching mutual agreement concerning any such request, the Parties shall execute one or more easement agreements reflecting the certain of the Operational Easements in substantially the form of attached Exhibit B, and a Solar Skyway Easement in substantially the form of Exhibit C, which easement agreements shall be recorded in the Official Records at Tenant's expense. Owner shall not grant or convey any easement or other interest that, if used or enjoyed in accordance with its terms, would interfere with Tenant's operation, use and enjoyment of the Facility, the Site, and/or the Easements. If there are any mortgages, deeds of trust or other security interests with respect to the Site and/or any Easement Area(s), within 30 days after Tenant's written request, Owner shall obtain a commercially reasonable subordination, non-disturbance and attornment agreement, in a form provided by and satisfactory to Tenant from any lender or beneficiary which provides, among other things, that Tenant's occupancy or use of the Easements in accordance with the terms of the applicable easement agreement will not be disturbed.

6. **Surrender of Site**. Upon expiration of the Term, any termination of this Ground Lease, and any termination of this Ground Lease with respect to any portion of the Site and/or Easement Areas (collectively referred to in this Article 6 as "Termination"), Owner shall have the right to require Tenant to remove so much of said Facility and any other improvements located upon the Site or Easement Areas that are subject to such Termination as Owner may elect. Owner shall provide Tenant written notice of said election ("Owner's Election") within sixty (60) days of such Termination. Notwithstanding anything herein to the contrary, however, in the event Tenant elects to terminate all or any portion(s) of the Site or the Easement Areas under the terms of Article 2, Tenant shall be entitled to retain title to and shall remove all of its Facility and other improvements and personal property located within such areas as to which the Ground Lease and/or any Easement is terminated, and Owner shall not be entitled to elect to take title to same. Within one hundred eighty (180) days of Owner's Election, Tenant shall commence to decommission, dismantle, and remove the Facility and any other improvements and all other property of Tenant located upon the Site or Easement Areas ("Tenant Removal Obligations") that Owner is not entitled to take title to and return such applicable portions of the Site and Easement Areas to their condition as of the Effective Date to the extent reasonably practical,. In this regard, Tenant shall repair any damage to, and remove any debris placed upon, Owner's property arising out of or related to such removal or Tenant's use of the Site and Easement Areas and shall complete such Tenant Removal Obligations within ninety (90) days of commencement of the work, or such other period of time as may be agreed to by Owner. Owner hereby grants to Tenant and Tenant's Parties a license to enter upon the Site and the Easement Areas to perform the activities required to be performed by Tenant pursuant to this Article 6, which license shall be effective commencing upon the date of Termination and shall terminate upon the date on which such Tenant Removal Obligations are complete. Failure by Tenant to perform the above Tenant Removal Obligations within said period shall entitle Owner to perform said Tenant Removal Obligations including sale or disposal of the Facility, fixtures, personal property and any other improvements remaining on the Site or Easement Areas and recover all of its costs and expenses in doing so from Tenant. Owner will provide written notice to Tenant of Owner's election to commence Tenant Removal Obligations under this Article 6 at least Twenty (20) days prior to commencing any Tenant Removal Obligations During the period of surrender, all

provisions of this Ground Lease except for Article 4 regarding Rents and Tenant Costs, shall remain in full force and effect until that time that Tenant's Removal Obligations are complete and the Site has been fully surrendered in accordance with this Article 6.

7. **Nontermination.** Except as specifically provided for in this Ground Lease, this Ground Lease shall not terminate, nor shall Tenant's interest in the Site, the Easements, or the Facility be extinguished, lost, conveyed or otherwise impaired, or be merged into or with any other interest or estate in the Site, the Easement Areas or any other property interest, in whole or in part, by any cause or for any reason whatsoever.

8. **Possession and Quiet Enjoyment.** As long as no Tenant Event of Default under this Ground Lease has occurred and is continuing beyond any applicable cure period, Owner covenants and agrees that Tenant shall enjoy quiet possession of the Site and the Easements without any disturbance from Owner or any person claiming by or through Owner. With the exception of property tax liens, Owner will not permit or suffer to exist any mortgage, deed of trust, or other encumbrance on or against the Facility, the Site or the Easement Areas without Tenant's prior written consent, which will not be unreasonably withheld. Upon either Party's discovery of any such lien, such Party shall (a) promptly give written notice thereof to the other Party, and (b) Owner shall cause the same to be discharged of record or deliver to Tenant, within 30 days after the date Owner receives notice of filing of the same, appropriate security for payment, either by payment, deposit or bond. If Owner shall fail to discharge any such lien(s) within such period, in addition to any other rights or remedy hereunder, Tenant may, but shall not be obligated to, procure the discharge of the same either by paying the amount claimed to be due by deposit in court or bonding. Any amount so paid or deposited by Tenant, and all costs and other expenses related thereto, including reasonable attorneys' fees, in defending any action or in procuring the discharge of such lien, with all necessary disbursements in connection therewith, together with interest thereon at the prime interest rate of Bank of America, N.A., or its successor, plus 4% per annum (subject to and limited by applicable usury laws) from the date of payment or deposit, until repaid to Tenant, shall be payable by Owner to Tenant upon demand,

9. **Use of Site; Development of Facility.**

9.1 **Use.** During the Term, Tenant shall have exclusive use of the Site. Tenant may use the Site and the Easement Areas only for purposes related to due diligence investigations and studies related to the construction and operation of the Facility, and the construction, use, operation, repair, ownership, replacement, expansion, modification, upgrade or maintenance of the Facility.

9.2 **Construction of the Facility.** Tenant shall determine whether and when to construct (or cause the construction of) the Facility on the Site and within the Easement Areas in its sole discretion, however, in any event, Tenant shall complete construction of the Facility within two (2) years of the Effective ~~date~~Date of this Ground Lease. Failure to construct the Facility within the prescribed time constitutes a Default under this Ground Lease and will be subject to Article 13 herein. Should Tenant seek to obtain any permits, licenses, exemptions or certifications in connection with the Facility, Owner agrees to cooperate fully and promptly with Tenant in such efforts. To the extent permitted by law, all permits, licenses, exemptions and certifications for the construction of the Facility shall be in the name of and for the benefit of

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Tenant or a party designated by Tenant. Owner has no obligation to upgrade, update, expand, replace, make additions to, or otherwise modify the Facility.

9.3 Maintenance. During the Term, Tenant shall be responsible for the general maintenance of the Site, and the Easement Areas, in a good condition and in accordance with prudent industry standards given the permitted use hereunder, which maintenance shall include the planting as well as maintenance of a low growth ground cover on the Site and mowing as may be reasonably required.

9.4 Environmental.

(a) Tenant shall operate the Facility in compliance with all Environmental Laws relative to the Facility and shall identify, secure and maintain all required governmental permits and licenses as may be necessary for the Facility. All required governmental permits and licenses issued to Tenant and associated with the Facility shall remain in effect or shall be renewed in a timely manner, and Tenant shall comply and cause all third parties to comply therewith. All Hazardous Substances handled, generated or used on the Facility, the Easement Area or the Site will be managed, transported and disposed of in a lawful manner. Tenant shall not knowingly permit the Facility, the Easement Area or the Site or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Substances, except in such amounts as are ordinarily used, stored or generated in similar projects, or otherwise knowingly permit the presence of Hazardous Substances in, on or under the Facility, the Easement Area or the Site in violation of any applicable law.

(b) Tenant shall promptly provide Owner with copies of all forms, notices and other information received by or on behalf of Owner concerning any releases, spills or other incidents relating to Hazardous Substances or any violations of Environmental Laws at or relating to the Facility, the Easement Area or the Site upon discovery of such releases, spills or other incidents, when received by Tenant from any government agency or other third party or when and as supplied to any government agency or other third party. Prior to undertaking any actions or remediation relating to or concerning any matter or incident set forth in the preceding sentence, Tenant shall provide Owner with its remediation or other plan of action to remedy such matter or incident and obtain Owner's written consent, which consent shall not be unreasonably withheld so long as such actions or remediation by Tenant would not potentially have a material adverse long-term or short-term effect on the Facility, the Easement Area or the Site, or any parcels adjoining the Facility, the Easement Area or the Site.

10. Insurance.

10.1 Coverage. As to all activities hereunder, the following insurance shall be obtained and maintained in force during the Term by Tenant.

(a) Commercial General Liability. Commercial General Liability insurance including, but not limited to, coverage for premises/operations, explosion, collapse and underground hazards, products/completed operations, property damage and bodily injury providing for minimum limits of \$1,000,000.00 for bodily injury, including death, and property

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damage, arising from any one occurrence, and a \$2,000,000.00 aggregate limit. This commercial general liability policy shall include Owner as additional insured.

(b) Workers' Compensation Insurance. Workers' Compensation insurance or qualified self-insurance in accordance with State and Federal laws including statutory North Carolina benefits and other states' endorsement covering loss resulting from injury, sickness, disability or death; and Employer's Liability insurance or self-insurance with limits of not less than \$100,000.00 each accident or disease or the minimum limit necessary to meet the underlying requirements of the excess liability carrier, but in no event less than \$500,000.00 bodily injury by disease policy limit.

(c) Hazard Insurance. Hazard insurance (with standard deductibles, in Tenant's discretion) insuring the Facility, the Easement Area and the Site for fire, casualty and extended coverage in any event in amounts not less than one hundred percent (100%), of then repair and replacement cost of the Insurable Property, with commercially reasonable deductibles. Replacement cost values should be determined annually by a method acceptable to the insurance company providing coverage, provided that independent appraisals are conducted at least every five years by an appraiser. The overall property limit at the outset should include coverage for increased cost of construction, demolition and contingent liability from operation of building laws.

(d) Flood Insurance. Flood insurance if at any time the Facility, the Easement Area or the Site are located in any federally designated "special hazard area" (including any area having special flood, mudslide and/or flood-related erosion hazards, and shown on a Flood Hazard Boundary map or a Flood Insurance Rate Map published by the Federal Emergency Management Agency as Zone A, AO, AI-30, AE, A99, AH, V0, V1-30, VE, V, M or E) in an amount equal to the full replacement cost or the maximum amount then available under the National Flood Insurance Program; A portion of the Property is currently located in a federally designated "special hazard area".

(e) Contractor's Insurance. During any construction periods, builder's risk coverage in amounts appropriate for the construction work undertaken.

(1) Tenant shall require any contractor (or subcontractor thereof) or professional to carry commercial general liability, auto liability, workers compensation insurance with the scope of coverage and other provisions as described above. Such general liability and auto liability coverages shall include Tenant and Owner as additional insureds. Tenant shall obtain and keep on file certificates of insurance which show that the contractor or subcontractor is so insured.

(f) Professional Services Insurance. Tenant shall require any architect, engineer, or other person or entity providing professional services to Tenant and/or employed in connection with the maintenance of the Facility, the Easement Area or the Site, or in the construction of the Facility, to carry professional liability (errors and omissions) insurance in an amount not less than (a) \$1,000,000 with respect to any person or entity providing professional services in connection with the Facility, the Easement Area or the Site, and (b) following final completion of the Facility, such amount as Owner may reasonably require after consultation with Tenant, taking into account the cost of the improvements being constructed

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at the Facility, the Easement Area or the Site. Tenant shall obtain and keep on file certificates of insurance which show that the architect, engineer or other such professional is so insured.

(g) In addition to notifying its insurer(s) in accordance with each policy, Tenant shall provide prompt written Notice to Owner as soon as reasonably possible of any accident or loss relating to the Facility, the Easement Area or the Site described herein likely to exceed \$25,000.

(h) Policy Terms. The liability policy described above (a) shall be primary, without right of contribution from any other insurance which may be carried by Owner, and (b) shall include Owner, as an additional insured to the extent of the acts or omissions of Tenant with respect to liability coverage.

10.2 Certificates. Prior to commencement of construction of the Facility and upon any policy renewal or replacement, Tenant shall provide Owner hereto with written evidence of the insurance required in Section 10.1(a) - (c) above in the form of appropriate insurance certificates specifying amounts of coverage and expiration dates of all policies in effect. Each policy shall provide that it is not subject to cancellation except after thirty (30) days following notice to Tenant. Tenant shall provide thirty (30) days notice to Owner prior to the expiration of any such policy.

10.3 Waiver of Subrogation. All policies obtained hereunder shall have a provision waiving rights of subrogation by the insurer against Owner.

11. Damage or Destruction of Facility. If the Facility or any part thereof is damaged or destroyed by any Casualty, all insurance proceeds related thereto shall be the property of Tenant and Tenant shall have the right, but not the obligation, to repair and restore the Facility or to construct and operate such new facility as it deems appropriate except that Tenant shall clear the debris of casualty and restore the Easement Area and the Site to a slightly, safe condition within a reasonable period not to exceed one hundred eighty (180) days after casualty. If the Facility is damaged or destroyed and Tenant elects not to repair or restore the Facility or to construct a new facility, Tenant shall have the right to terminate this Ground Lease, by giving thirty (30) days written notice of termination to Owner. If Tenant exercises its termination right as provided in the preceding sentence, Tenant shall surrender the Site and the Easement Areas as provided in Article 6 above. All insurance proceeds shall be and remain the property of Tenant.

12. Indemnity and Liens.

12.1 General.

(a) Tenant. Tenant shall indemnify, defend and hold Owner and Owner's Parties harmless from any and all claims, losses, expenses, liabilities, actions, suits, or judgments for personal injury or property damage, including those of third parties (collectively, "Losses") by reason of, resulting from, whether directly or indirectly, or arising out of or related to (i) Tenant's or Tenant's Parties' ownership, operation, use or maintenance of the Facility, the Easement Areas or the Site; (ii) the negligence or willful misconduct of Tenant or any Tenant Party in connection with the transactions contemplated by this Ground Lease; (iii) any

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release of Hazardous Materials on the Site caused or permitted by Tenant or any Tenant Party; or (iv) any environmental claim from a third party with regard to a violation or alleged violation of any Environmental Laws by Tenant or any Tenant Party.

(b) Owner. Owner shall indemnify, defend and hold Tenant and Tenant's Parties harmless from any and all Losses to the extent arising prior to or after the Effective Date by reason of, resulting from, whether directly or indirectly, or arising out of or related to (i) Owner's or Owner's Parties' ownership, operation, use or maintenance of the Site or any of the Easement Areas; (ii) the negligence or willful misconduct of Owner or any Owner Party in connection with the transactions contemplated by this Ground Lease; (iii) the inaccuracy of any representation or warranty of Owner contained in this Ground Lease; (iv) any release of Hazardous Materials on the Site or any of the Easement Areas caused or permitted by Owner or any Owner Party; or (v) any environmental claim from a third party with regard to a violation or alleged violation of any Environmental Laws by Owner or any Owner Party.

(c) The provisions of this Section 12.1 shall survive the expiration or termination of the Term, and, as to Owner's obligation to indemnify, defend, and hold Tenant and Tenant's Parties harmless, shall survive Owner's Transfer with respect to any occurrence prior to such Transfer.

12.2 Consequential Damages. Notwithstanding anything to the contrary in this Ground Lease, neither Party hereto shall be liable to the other for consequential or punitive damages, including but not limited to loss of use or loss of profit or revenue.

12.3 Liens.

(a) Tenant shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms, and corporations doing any work, furnishing any materials or supplies or renting any equipment to Tenant or any of its contractors or subcontractors in connection with the construction, reconstruction, furnishing, repair, maintenance or operation of the Facility, the Easement Area or the Site, and in all events will bond or cause to be bonded, or pay or cause to be paid in full forthwith, any mechanic's, materialman's or other lien or encumbrance that arises, whether due to the actions of Tenant or any person other than Owner, against the Premises or the Improvements other than mortgages permitted by Article 18 hereof.

(b) Tenant shall have the right to contest any such lien or encumbrance by appropriate proceedings which shall prevent the collection of or other realization upon such lien or encumbrance so contested, and the sale, forfeiture or loss of the Facility, the Easement Area or the Site to satisfy the same, provided that such contest shall not subject Owner to the risk of any criminal liability or civil penalty, and provided further that Tenant shall give such reasonable security as may be requested by Owner to insure payment of such lien or encumbrance and to prevent any sale or forfeiture of the Facility, the Easement Area or the Site by reason of such nonpayment, and Tenant hereby indemnifies Owner for any such liability or penalty. Upon the termination after final appeal of any proceeding relating to any amount contested by Tenant pursuant to this Section 12.3, Tenant shall immediately pay any amount determined in such proceeding to be due, and in the event Tenant fails to make such payment, Owner shall have the right, but not the responsibility, after five (5) days written

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Notice to Tenant to make any such payment on behalf of Tenant and charge Tenant therefor, together with interest thereon from the date of payment as provided by Section 4.2.

(c) Tenant shall not have any right, authority or power to bind Owner, the Facility, the Easement Area or the Site or any interest of Owner in the Facility, the Easement Area or the Site. Tenant shall use its best efforts throughout the Term hereof to prevent any mechanic's liens or other liens for work, labor, services or materials from being filed or recorded against the Facility, the Easement Area or the Site, or any portion thereof; in the event that any such lien shall be filed, Tenant shall procure the release or discharge thereof within ninety (90) days either by payment or in such other manner as may be prescribed by law, and shall hold Owner harmless from and indemnified against any loss or damage related thereto. NOTICE IS HEREBY GIVEN THAT OWNER SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO THE TENANT OR TO ANYONE HOLDING ANY OF THE PREMISES THROUGH OR UNDER THE TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF THE OWNER IN AND TO ANY OF THE FACILITY, THE EASEMENT AREA OR THE SITE. OWNER SHALL BE PERMITTED TO POST ANY NOTICES ON THE PREMISES REGARDING SUCH NON-LIABILITY OF OWNER.

13. Default.

13.1 ~~13.4~~ Events of Default. The following events shall be deemed to be events of default by Tenant ("Tenant Events of Default") under this Ground Lease regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency, or other proceeding which have or might have the effect of preventing Tenant from complying with the terms of this Ground Lease.

(a) Failure to pay any payment required to be made hereunder, including taxes or any other sum to be paid hereunder within 10 Business Days after the date the same is due which shall have remained unpaid for 20 Business Days after written notice of such failure has been given to Tenant by Owner.

(b) Failure to comply in any material respect with any material term, provision or covenant of this Ground Lease, other than the payment of sums to be paid hereunder, without curing such failure within 60 days after due written notice thereof from Owner; or if such failure cannot reasonably be cured within the said 60 days and Tenant shall not have commenced to cure such failure within said period and shall not thereafter with reasonable diligence and good faith proceed to cure such failure within a reasonable time not to exceed one hundred eighty (180) days.

(c) Any representation or warranty of Tenant set forth in this Lease, in any certificate delivered pursuant hereto, or in any notice, certificate, demand, submittal or request delivered to Owner by Tenant pursuant to this Lease shall prove to be incorrect in any material and adverse respect as of the time when the same shall have been made and the same shall not have been remedied to the reasonable satisfaction of Owner within thirty (30) days after Notice from Owner.

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(d) If Tenant shall be adjudicated bankrupt or be declared insolvent under the Federal Bankruptcy Code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts (hereinafter collectively called **Bankruptcy Laws**), or if Tenant shall (a) apply for or consent to the appointment of, or the taking of possession by, any receiver, custodian, trustee, United States Trustee or liquidator (or other similar official) of Tenant or of any substantial portion of Tenant's property; (b) admit in writing its inability to pay its debts generally as they become due; (c) make a general assignment for the benefit of its creditors; (d) file a petition commencing a voluntary case under or seeking to take advantage of a bankruptcy law; or (e) fail to controvert in a timely and appropriate manner, or in writing acquiesce to, any petition commencing an involuntary case against Tenant pursuant to any bankruptcy law.

(e) An order for relief against Tenant shall be entered in any involuntary case under the Federal Bankruptcy Code or any similar order against Tenant shall be entered pursuant to any other bankruptcy law, or if a petition commencing an involuntary case against Tenant or proposing the reorganization of Tenant under the Federal Bankruptcy Code shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within ninety (90) days after such filing, or if a proceeding or case shall be commenced in any court of competent jurisdiction seeking (a) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of Tenant, (b) the appointment of a receiver, custodian, trustee, United States Trustee or liquidator (or other similar official of Tenant) of any substantial portion of Tenant's property, or (c) any similar relief as to Tenant pursuant to Bankruptcy Laws, and any such proceeding or case shall continue undismitted, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continued unstayed and in effect for ninety (90) days.

(f) Tenant voluntarily vacates or abandons the Facility, the Easement Area or the Site or any substantial part thereof for a period of more than ninety (90) consecutive days.

(g) This Lease, the Facility, the Easement Area or the Site or any part thereof are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not discharged within ninety (90) days after its levy.

(h) Tenant makes any sale, conveyance, assignment or transfer in violation of this Lease.

13.2 Owner's Remedies. Upon the occurrence of any Tenant Event of Default, Owner may, at its option, and in addition to and cumulatively of any other rights Owner may have at law or in equity or under this Ground Lease, (a) cure the Tenant Event of Default on Tenant's behalf, in which event Tenant shall reimburse Owner on demand for all sums so expended by Owner, (b) terminate this Ground Lease by notice to Tenant and in conformity with procedures required hereby and by applicable law, or (c) enforce, by all proper and legal suits and other means, its rights hereunder, including the collection of sums due hereunder, in which event Owner shall have all remedies available at law or in equity, and should it be necessary for Owner to take any legal action in connection with such enforcement, Tenant shall pay Owner all reasonable attorneys' fees and expenses so incurred, all without prejudice

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to any remedies that might otherwise be used by Owner for recovery or arrearages of sums due hereunder, damages as herein provided, or breach of covenant.

(a) Owner Events of Default. The following events shall be deemed to be events of default by Owner ("Owner Events of Default") under this Ground Lease regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceeding which have or might have the effect of preventing Owner from complying with the terms of this Ground Lease.

(b) Failure to pay any payment required to be made hereunder within 10 Business Days after the date the same is due which shall have remained unpaid for 20 Business Days after written notice of such failure has been given to Owner by Tenant.

(c) Failure to comply in any material respect with any material term, provision or covenant of this Ground Lease, other than the payment of sums to be paid hereunder, without curing such failure within 60 days after due written notice thereof from Tenant; or if such failure cannot reasonably be cured within the said 60 days and Owner shall not have commenced to cure such failure within said period and shall not thereafter with reasonable diligence and good faith proceed to cure such failure.

(d) Any act(s) or omission(s) of Owner that, in the aggregate, in any way, directly or indirectly, adversely, materially, and substantially impacts, affects or impairs Tenant's ability to operate and/or the operation of the Facility.

13.3 Tenant's Remedies. Upon the occurrence of any Owner Event of Default, Tenant may, at its option, and in addition to and cumulatively of any other rights Tenant may have at law or in equity or under this Ground Lease, (a) cure the Owner Event of Default on Owner's behalf, in which event Owner shall reimburse Tenant on demand for all sums so expended by Tenant or Tenant may elect to offset any such amounts against subsequent installments of Base Rent or any other sums due from Tenant to Landlord hereunder (b) terminate this Ground Lease by notice to Owner and in conformity with procedures required hereby and by applicable law, or (c) enforce, by all proper and legal suits and other means, its rights hereunder, including the collection of sums due hereunder, in which event Tenant shall have all remedies available at law or in equity, and should it be necessary for Tenant to take any legal action in connection with such enforcement, the Owner shall pay Tenant all reasonable attorneys' fees and expenses so incurred, all without prejudice to any remedies that might otherwise be used by Tenant for recovery or arrearages of sums due hereunder, damages as herein provided, or breach of covenant.

14. Governing Law. This Ground Lease and all provisions hereof, shall be governed by and interpreted in accordance with the laws of the State of North Carolina and the venue will be Bertie County, North Carolina.

15. Force Majeure.

15.1 Force Majeure. The performance of each Party's respective obligations under this Ground Lease, other than failure or delay in payment of obligations, shall be excused

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during such times and to the extent such performance is prevented by reason of Force Majeure.

15.2 Resumption of Performance. The Party whose performance is suspended, prevented or delayed by Force Majeure shall promptly notify the other Party of such occurrence and its estimated duration. Subject to any rights of termination under this Ground Lease, such Force Majeure shall be promptly remedied, if and to the extent reasonably possible.

16. Condemnation. If at any time the Site, the Easements, or any portion thereof is condemned or transferred in lieu of condemnation, the net proceeds of such condemnation or transfer shall be divided between Owner and Tenant (or Tenant's designee) in the proportions specified in the condemnation award or agreement of transfer or, if not so specified, in proportion to the fair value of Owner's and Tenant's respective interests in the Site and the Easements, provided that to the extent that the net proceeds of any condemnation or transfer in lieu of condemnation are attributable to the Facility or improvements constructed by or on behalf of Tenant on the Site and/or the Easements, such proceeds shall be paid solely to Tenant or Tenant's designee, with Owner receiving any proceeds attributable solely to the residual value of the fee estate of the Site. For the purpose of this Article 16, the net proceeds of a condemnation or transfer in lieu of condemnation shall mean the total proceeds of such condemnation or transfer less the costs and expenses incurred in connection therewith (including legal fees).

16.1 If the entire Site is condemned or transferred in lieu of condemnation, the Term shall terminate at the time title vests in the condemning authority. In the event of a permanent Taking of the fee title to or of control of the Facility, the Easement Area or the Site or of the entire leasehold estate hereunder (a **Total Taking**), this Lease shall thereupon terminate as of the effective date of such Total Taking, without liability or further recourse to the parties, provided that any Rent or other impositions hereunder payable or obligations owed by Tenant to Owner as of the date of said Total Taking shall be paid or otherwise carried out in full.

16.2 If a portion of the Site is condemned or transferred in lieu of condemnation, the Ground Lease shall continue in full force and effect with respect to that portion of the Site which has not been so condemned or transferred, and Base Rent shall abate with respect to that portion of the Site which has been so condemned or transferred. Notwithstanding the foregoing, Tenant may terminate this Ground Lease by giving thirty (30) days written notice of termination to Owner if, in Tenant's discretion, the Site or the Easements are not suitable for Tenant's intended use following such condemnation or transfer in lieu thereof provided that any Rent or other impositions hereunder payable or obligations owed by Tenant to Owner as of the date of said Partial Taking shall be paid or otherwise carried out in full.

17. Maintenance Responsibilities of Parties. No Party shall have any duty or responsibility to the other Party in respect of the Site or the Easement Areas or the use, maintenance or condition thereof except such obligations of such Party as are specifically set forth in this Ground Lease.

18. Mortgage of Tenant's Interest.

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18.1 Tenant may at any time elect to finance a portion of the cost of the Facility, possibly in a sale-leaseback financing structure, with one or more financial institutions, leasing companies, institutions or affiliates or subsidiaries thereof (each a "Financing Party," collectively, the "Financing Parties") and in connection therewith Tenant would enter into various agreements and execute various documents relating to such financing, which documents may, among other things, assign this Ground Lease and the Easements to a Financing Party, grant a sublease in the Site and a lease of the Facility from such Financing Party to Tenant, grant the Financing Parties a sublease or other real property interest in Tenant's interests in and to the Site, grant a first priority security interest in Tenant's interest in the Facility and/or this Ground Lease and Tenant's other interests in and to the Site, including, but not limited to, any easements, rights of way or similar interests (such documents, "Financing Documents"). Owner acknowledges notice of the foregoing and consents to the foregoing actions and Financing Documents described above, and Owner agrees to execute, and agrees to cause any and all of Owner's lenders to execute, such subordination agreements, consents, estoppels and other acknowledgements of the foregoing as Tenant or the Financing Parties may reasonably request. Owner agrees that if requested by Tenant, Owner will furnish the Financing Parties with a counterpart of each notice or other document delivered by Owner to Tenant in connection with this Ground Lease.

18.2 Notice to Mortgage Holder. So long as any Leasehold Mortgage shall remain on Tenant's leasehold estate hereunder and the holder thereof shall have complied with the provisions of Article 18 hereof, Owner agrees that it shall not terminate this Ground Lease unless it has given each Financing Party at least 90 days' (30 days' in the case of a default in payment by Tenant) prior written notice of its intent to terminate this Ground Lease and the Financing Parties fail to cure the condition giving rise to such right of termination within such time period provided that a failure on the part of ~~OWNER~~Owner to give such notice to the holder of any such leasehold mortgage shall not affect the effectiveness of the Notice to Tenant. The foregoing provisions of this Article 18 shall not apply in favor of any mortgage holder unless, before Owner has mailed a Notice, such mortgage holder has duly recorded its mortgage or notice thereof in any public office where such recording may be required in order to charge third persons with knowledge thereof and has given written Notice to Owner accompanied by a certified copy of such mortgage and stating the name of such holder and the address to which notices to such holder are to be mailed by Owner.

18.3 If the default under this Ground Lease is of such a nature that it cannot be practicably cured without first taking possession of the Facility and the Site or if such default is of a nature that is not susceptible of being cured by the Financing Parties, then Owner shall not be entitled to terminate this Ground Lease by reason of such default if and so long as the Financing Parties proceed diligently to attempt to obtain possession of the Facility and the Site pursuant to the rights of the Financing Parties under the Financing Documents and upon obtaining such possession, the Financing Parties shall proceed diligently to cure such default if such default is susceptible of being cured by the Financing Parties.

18.4 The Financing Parties shall not be required to continue to proceed to obtain possession, or to continue in possession of the Site, pursuant to Section 18.3 if and when such default is cured. If the Financing Parties, or a purchaser through foreclosure under the Financing Documents or otherwise, shall (a) acquire title to the Facility and the leasehold estate created by this Ground Lease, (b) cure all defaults which are susceptible of being cured

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by the Financing Parties or such purchaser, as the case may be (including without limitation, the payment of all monetary obligations of Tenant referred to in Section 18.3 above), and (c) assume all the obligations of Tenant hereunder, then (i) any default of Tenant which is not susceptible of being cured by the Financing Parties or such purchaser, as the case may be, shall no longer be deemed to be a default under this Ground Lease, and (ii) Owner shall recognize the Financing Parties or such purchaser, as the case may be, as if such party had been the Tenant under this Ground Lease.

18.5 No Subordination of Fee. At no time shall ~~Owners's~~Owners' fee title in the Easement Area or the Site, or Owner's interest in the Lease be subordinated in any manner to the interest of any mortgagee or lienholder of Tenant or any person claiming by or through Tenant.

18.6 Priority of Obligations. Payments of Base Rent and Tenant Costs under Article 4 hereunder shall be superior in priority to all debt service payments to a Leasehold Mortgagee.

19. **Owner's Representations and Covenants.**

19.1 Condition of Title; Warranty of Authority; Enforceability. Owner represents and warrants as of the Effective Date that Owner owns fee title to the Site and the Easement Areas free and clear of any lien, interest or encumbrance, subject only to the matters and exceptions approved in writing by Tenant on or before the Effective Date and shown in that certain Title Insurance Commitment prepared by First American Title Insurance Company, Commitment No. NCS-631183-CHAR having an effective date of 2013 September 25, 2013 (as to Tract 1) and October 11, 2013 (as to Tract 2) (as said Tracts 1 and 2 are shown on Exhibit A attached hereto). At any time on or after the Effective Date, Tenant may obtain for itself and/or any Financing Party, at Tenant's expense, an ALTA Extended Coverage policy of title insurance in a form and with exceptions acceptable to Tenant and/or such Financing Party in its sole discretion (the "Title Policies"). Owner agrees to cooperate fully and promptly with Tenant in its efforts to obtain the Title Policies, and Owner shall take such actions as Tenant or any Financing Party may reasonably request in connection therewith. Except as specifically provided for hereinbelow, Owner represents and warrants that, to Owner's knowledge, (a) there are no pending or threatened claims, actions or suits affecting the Site or the Easement Areas or Owner's interest in the Site or the Easement Areas; (b) the execution and performance of this Ground Lease by Owner does not violate any contract, agreement or instrument to which Owner is a party and Owner has not entered into any contract, agreement or instrument with respect to the Site or the Easement Areas with any third party other than Tenant; (c) the execution, delivery and performance by it under this Ground Lease have been duly authorized by all necessary action by Owner and, to Owner's knowledge, do not violate any provision of any current law applicable to Owner, the Site or the Easement Areas or any order, judgment or decree of any court or other agency presently binding on Owner or conflict with or result in a breach of or constitute a default under any contractual obligation of Owner; and (d) this Ground Lease is the legally valid and binding obligation of Owner enforceable against it in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency, or reorganization, moratorium or similar laws or equitable principles relating or limiting creditors rights generally.

19.2 Environmental. Owner represents and warrants that, to Owner's knowledge, as of the Effective Date (a) the Site and Easement Areas are free of known or identified Hazardous Materials, no Hazardous Materials have ever been produced or disposed upon the Site or the Easement Areas, no Release has occurred on the Site or the Easement Areas and Hazardous Materials have not migrated to the Site or the Easement Areas, (b) the Site and the Easement Areas and are in compliance with all Environmental Laws, (c) neither the Site nor the Easement Areas are subject to any Environmental Liability, threatened Environmental Liability or alleged Environmental Liability, and (d) Owner has not received notice of any violation of Environmental Laws affecting the Site or the Easement Areas.

19.3 Subordination Agreements. Owner shall, at its expense, on or before the initial Rent Payment Date and as a condition to Tenant's obligation to make any payment of Base Rent, remove, or cause to be subordinated to the Ground Lease all monetary obligations that are described as exceptions to the Title Policies. Any such subordination agreement shall be in a form as may be reasonably acceptable to Tenant, which provides, among other things, that Tenant's occupancy or use of the Site in accordance with the terms of this Ground Lease will not be disturbed by anything related to said exceptions to the Title Policies.

19.4 Weyerhaeuser Company Reservation. Owner acquired title to the Site pursuant to that certain deed (the "Deed") from Weyerhaeuser Company ("Weyerhaeuser") to Owner recorded in Book 814 at Page 119 of the Bertie County, North Carolina, Public Registry. In said Deed, Weyerhaeuser reserved all ores and minerals in and under the land conveyed thereby (the "Reserved Rights") (as said Reserved Rights are more particularly described in the Deed). As part of such reservation, however, Weyerhaeuser agreed, for itself and its successor assigns, "that the rights hereby reserved and excepted shall not be exercised in a manner adversely affecting use of the surface at any time unless and until" Weyerhaeuser "or its successors or assigns, as the case may be, shall first make satisfactory written arrangements with the then owner of the property affected, and with the mortgagee or mortgagees of such property, as their respective interests may appear, to compensate said owner and mortgagee or mortgagees for damages incurred to the surface and any improvements thereon in exercising such rights." Owner hereby agrees that, if Owner is approached by Weyerhaeuser or any successor to such Reserved Rights, Owner shall immediately notify Tenant and shall ensure that Tenant and any applicable mortgagee(s) of Tenant is/are directly involved in the making of, and made a party to, the "satisfactory written arrangements" contemplated by the foregoing language and that Tenant, for purposes of any such "satisfactory written arrangements", shall be entitled to receive all compensation for any applicable damages incurred by Tenant to the surface of the Site and Tenant's improvements thereon, as if Tenant were the "then owner of the property affected." To the extent required, and if requested by Tenant, Owner shall assign to Tenant Owner's rights to make such written arrangements and receive such compensation.

20. Utilities. Tenant shall pay for all Utilities consumed by Tenant at the Site during the Term.

21. Taxes.

21.1 Covenant to Pay Taxes and Assessments. Tenant shall be responsible for and promptly pay before default any personal property taxes or special assessments, if any, that

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may be levied or assessed against any improvements, or other personal property, situated on the Property, it being the mutual intention of the parties that Owner shall not be required to pay any taxes on personal property which may result from entering this Agreement or any resulting Lease. Tenant also agrees to indemnify Owner against any loss or liability resulting from any and all claims or liens in connection with such taxes and assessments.

21.2 Separate Tax Parcel(s), No Proration at Commencement and Expiration of Term.

(a) The Parties shall use good faith and duly diligent efforts to cause the Site to be designated as a separate tax parcel, independent from the balance of Owner's surrounding property, if any. At all times during the term hereof when the tax bills for the Site and any applicable Easement Areas are being sent to Owner, Owner shall deliver copies of same to Tenant within twenty (20) days following Owner's receipt of same. In the event the Site is so designated as a separate tax parcel, Tenant shall be responsible for paying, and shall timely pay, all Taxes and Assessments (or similar) applicable to the separate tax parcel. In the event the Site or any applicable Easement Area for which Tenant is responsible for paying real and/or personal property taxes hereunder is not a separate tax parcel, Tenant shall be responsible for only paying its proportionate share thereof, based on a per acre allocation of the acreage within such Easement Area and the total acreage of the larger parcel of which the Easement Area is a portion. Until such time, if ever, that the Site and/or applicable Easement Area(s) is(are) designated as one or more separate tax parcel(s), Owner shall be responsible for paying all Taxes and Assessments for all of the larger parcel(s) within which the Site and the Easement Areas are located, and following Owner's payment of same, Owner shall provide Tenant with a paid receipt for such Taxes and Assessments and Tenant shall reimburse Owner for its prorata share of such Taxes and Assessments.

(b) Tenant shall be responsible for and promptly pay before default any and all Taxes and Assessments for the full year in which the Effective Date occurs and for the full year in which the Term expires. Tenant expressly acknowledges that there will be no proration of the same.

21.3 Tenant's Right to Contest Taxes. Without limiting the right of Owner to contest any Taxes and Assessments levied against the Site, Tenant shall have the right to contest any Taxes or Assessments payable by Tenant, provided, Tenant shall, in good faith and with due diligence, contest the same or the validity thereof by appropriate legal proceedings which shall have the effect of preventing the collection of the tax or assessment and the sale or foreclosure of any lien for such tax or assessment. In such event, Tenant hereby covenants and agrees to indemnify and save Owner harmless from any and all reasonable and documented costs and expenses, including attorneys' fees, in connection with any such suit or action. Any funds recovered by Tenant as a result of any such suit or action shall belong to Tenant.

22. Assignment.

22.1 Assignment by Owner. Owner may sell, assign or transfer its interest in the Site or this Ground Lease at any time to a successor in interest (who must expressly assume the obligations of Owner hereunder), and Owner shall thereafter be released or discharged

from all of its covenants and obligations hereunder, except such obligations as shall have accrued prior to any such sale, assignment or transfer, and Tenant agrees to look solely to the successor in interest of Owner for performance of obligations that arise after such sale, transfer or assignment. Prior to such sale, assignment or transfer of its interest, Owner shall notify Tenant of same. Owner shall also have the right to place a mortgage or deed of trust upon the Site provided that the beneficiary of such deed of trust or mortgage shall agree in writing, that so long as Tenant is not in default under the terms of this Ground Lease beyond any applicable notice and cure period as set forth herein, such beneficiary shall not disturb Tenant's rights under this Ground Lease.

22.2 Assignment by Tenant. Tenant may sell, assign, sublease, or otherwise transfer its interest in the Site or this Ground Lease to a successor in interest (who must expressly assume the obligations of Tenant hereunder), and Tenant shall thereafter be released or discharged from all of its covenants and obligations hereunder, except such obligations as shall have accrued prior to any such sale, assignment or transfer, and Owner agrees to look solely to the successor in interest of Tenant for performance of obligations that arise after such sale, assignment or transfer. Prior to such sale, assignment or transfer of its interest, Tenant shall notify Owner of same.

23. Sale of the Property to Tenant. During the term of this Ground Lease, Tenant shall have the opportunity to offer to purchase the Property. If the Owner proposes to accept the offer, the sale is conditioned on compliance with N.C.G.S. 160A0-269, which requires a 5% deposit, publication of a notice of the offer, and 10 days for anyone to raise the offer.

24. Miscellaneous.

24.1 Notices. Any notice, consent or other formal communication required or permitted to be given by a Party pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered (a) when delivered personally or by email, unless such delivery is made (i) on a day that is not a business day in the place of receipt or (ii) after 5:00 p.m. local time on a business day in the place of receipt, in either of which cases such delivery will be deemed to be made on the next succeeding business day, (b) on the next business day after timely delivery to a reputable overnight courier and (c) on the business day actually received if deposited in the U.S. mail (certified or registered mail, return receipt requested, postage prepaid), addressed as follows (or to such other address or having such other contact information as either Party may hereafter specify for such purpose by like notice to the other Party from time to time):

(a) If to Tenant, addressed to:

[SunEnergy4Windsor Cooper Hill Solar, LLC](#), LLC
c/o [Kenny Habu](#)/[DEGS NC Solar, LLC](#)
[192 Raceway Drive](#)
[550 South Tryon Street - DEC 18A](#)
[Mooresville](#) [Charlotte, NC 28117](#) [North Carolina 28202](#)
[Attention: Robert Stewart II](#)
Email: Kenny@sunenergy1.com/rob.stewart@duke-energy.com
Phone: (704) [662382-0375](tel:662382-0375)/[9226](tel:9226)

With a copy to:

[Duke Energy Corporation](#)
[139 East Fourth Street, Room 1212-Main](#)
[SunEnergy1 Cincinnati, LLC Ohio 45202](#)
[Attention: George Dwight II, Deputy General Counsel](#)
[c/o Bill Long](#)
[192 Raceway Drive](#)
 [Mooresville, NC 28117](#)
Email: bill.long@sunenergy1.com george.dwight@duke-energy.com
Phone: [\(704\)513-6622](tel:(704)513-6622) [\(704\)513-0375](tel:(704)513-0375) [\(704\)513-4327](tel:(704)513-4327)

(b) If to Owner, addressed to:

Town of Windsor
c/o Allen Castelloe
P. O. Box 508
128 South King Street
Windsor, NC 27983

Bertie County
Scott Sauer
County Manager
P.O. Box 530
106 Dundee Street
Windsor, NC 27983

With a copy to:

M. Braxton Gillam, III
Attorney for the Town of Windsor
P.O. Box 547
Windsor, NC 27983

Jonathan E. Huddleston
Attorney for Bertie County
P. O. Drawer 100
Windsor, NC 27983

or to such other address as either Party shall from time to time designate in writing to the other Party.

24.2 Counterparts: Signatures. This Ground Lease may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Ground Lease had been delivered. Owner and Tenant (i) intend to be bound by the signatures on any

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document sent by facsimile or electronic mail, (ii) are aware that the other Party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Ground Lease based on the foregoing forms of signature.

24.3 Amendments. Neither this Ground Lease nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the termination, amendment, supplement, waiver or modification shall be sought.

24.4 Headings, etc. The headings of the various Articles and Sections of this Ground Lease are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

24.5 Successors and Assigns. The terms of this Ground Lease shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

24.6 Attorneys' Fees. If either Party commences an action or proceeding against the other Party arising out of or in connection with this Ground Lease, or institutes any proceeding in a bankruptcy or similar court which has jurisdiction over the other Party or any or all of its property or assets, the prevailing Party in such action or proceeding and in any appeal in connection therewith shall be entitled to have and recover from the unsuccessful Party reasonable attorneys' fees, court costs, expenses and other costs of investigation and preparation. If such prevailing Party recovers a judgment in any such action, proceeding, or appeal, such attorneys' fees, court costs and expenses shall be included in and as a part of such judgment.

24.7 Interpretation. The Parties acknowledge that this Ground Lease, as executed, is the product of negotiations between Owner and Tenant and that it shall be construed fairly, in accordance with its terms, and shall not be construed for or against either Party. No inferences as to the intention of the Parties shall arise from the deletion of any language or provisions of this Ground Lease.

24.8 Memorandum of Lease. Concurrently with the execution of this Ground Lease, Owner and Tenant shall execute, acknowledge before a notary public, in recordable form, and deliver a short form memorandum of lease in the form of Exhibit D, attached hereto and incorporated herein, which shall be recorded by Tenant in the Official Records.

24.9 Severability. If any term or provision of this Ground Lease is, to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Ground Lease shall not be affected thereby, and each remaining term and provision of this Ground Lease shall be valid and enforceable to the fullest extent permitted by law.

24.10 Time is of the Essence. Time is of the essence of this Ground Lease and each and every provision of this Ground Lease.

24.11 Consent and Approvals. Any consent or approval that a Party is obligated to give to the other Party shall not be unreasonably withheld or delayed, subject to any specific provision to the contrary contained in this Ground Lease.

24.12 Entire Agreement. This Ground Lease, including any exhibits and attachments hereto, constitutes the entire agreement between Owner and Tenant relative to the matters and transactions contemplated herein. Owner and Tenant agree hereby that all prior or contemporaneous oral or written agreements, or letters of intent, between and among themselves or their agents including any leasing agents and representative, relative to such matters and transactions are merged in or revoked by this Ground Lease.

24.13 Broker's Commission. Tenant represents and warrants that it has not dealt with any broker or agent in connection with this Ground Lease and Tenant agrees to indemnify and save Owner harmless from any claims made by any brokers or agents claiming to have dealt with Tenant. Owner represents and warrants that it has not dealt with any brokers or agents in connection with this Ground Lease, and Owner agrees to indemnify and save Tenant harmless from any claims made by any brokers or agents claiming to have dealt with Owner. The terms and provisions of this Section 24.14 shall survive the termination or earlier expiration of this Ground Lease.

24.14 WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HEREBY WAIVE ANY AND ALL RIGHTS THAT THEY MAY NOW OR HEREAFTER HAVE UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR ANY STATE, TO A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING DIRECTLY OR INDIRECTLY IN ANY ACTION OR PROCEEDING RELATING TO THIS GROUND LEASE OR ANY TRANSACTIONS CONTEMPLATED HEREBY OR RELATED HERETO. IT IS INTENDED THAT THIS WAIVER SHALL APPLY TO ANY AND ALL CAUSES OF ACTION, DEFENSES, RIGHTS, CLAIMS AND/OR COUNTERCLAIMS, WHETHER IN CONTRACT, TORT OR OTHERWISE, IN ANY SUCH ACTION OR PROCEEDING. THE PARTIES UNDERSTAND THAT THIS WAIVER IS A WAIVER OF A CONSTITUTIONAL SAFEGUARD, AND THE PARTIES BELIEVE THAT THERE ARE SUFFICIENT ALTERNATE PROCEDURAL AND SUBSTANTIVE SAFEGUARDS, INCLUDING A TRIAL BY AN IMPARTIAL JUDGE, THAT ADEQUATELY OFFSET THE WAIVER CONTAINED HEREIN.

24.15 No Joint Venture. Neither this Ground Lease nor anything contained herein shall be deemed to make Owner in any way or for any purpose a partner, joint venturer, or associate in any relationship with Tenant other than that of Owner, as Owner of the property subject to this Ground Lease, and Tenant, as Tenant of this Ground Lease, nor shall this Ground Lease or any provision thereof be construed to authorize either to act as an agent for the other except as expressly provided in this Ground Lease.

24.16 Condition of Site and Easement Areas. Tenant's taking possession of the Site and Easement Areas shall be conclusive evidence as against Tenant that Tenant has accepted said Site and Easement Areas "AS IS" and that, other than with respect to any environmental issue existing on the Site or the Easement Areas not caused by Tenant or any of Tenant's Parties, Owner is under no duty to repair anything, furnish any services for, or otherwise improve in any way the same.

24.17 Adherence to Regulations. Tenant shall comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, Courts, authorities, agents, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to Tenant; Tenant's construction, operation, and maintenance of the Facility; and Tenant's use of the property that is subject to this Ground Lease. Tenant shall not intentionally or knowingly use the property that is the subject of this Ground Lease for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, municipal body, or other governmental agency. Tenant further agrees to indemnify and hold Owner harmless for any and all damage of any kind arising from Tenant's failure to comply with the aforementioned rules and regulations.

24.18 No Waiver. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any other provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them whether exercised by said party or not, shall be deemed to be in exclusion of any other; and two or more or all of such rights and remedies may be exercised at the same time.

24.19 Right of Entry. Tenant will, at any time during the Term or any renewal ~~Terra~~Term, permit inspection of the Facility, the Easement Area or the Site at reasonable hours and upon reasonable notice by the Owner, its agents or representatives provided that Owner, its agents and representatives shall conduct any such inspections in a reasonable manner and subject to all of Tenant's safety and security requirements, and shall permit a representative of Tenant to accompany any inspection. While the right and authority hereby reserved does not impose, nor does the Owner assume in connection with any such inspections, any responsibility or liability Owner whatsoever for the care, maintenance or supervision of the Facility, the Easement Area or the Site, Owner and its agents and representatives shall enter the Facility, the Easement Area or the Site at their own risk and shall be responsible for their own actions and omissions and shall indemnify Tenant therefrom, as provided in Article 12 hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Ground Lease to be duly executed by their respective officers thereto duly authorized as of the day and year first above written.

OWNER:

TOWN OF WINDSOR

TENANT:

SUNENERGY1 WINDSOR COOPER HILL SOLAR, LLC

By: _____ (SEAL)
Name: James F. Haggard, Mayor

By: _____
Name: ~~Kenny~~
~~Habul~~
Title: ~~President~~

Attest: _____
Town Clerk

OWNER

BERTIE COUNTY

By: _____ (SEAL)
Name: J. Wallace Perry, Chairman of Board
of Commissioners

Attest: _____
Clerk to the Board of Commissioners

STATE OF NORTH CAROLINA
COUNTY OF BERTIE

I, _____, a Notary Public, for the County and State aforesaid, certify that L. Allen Castelloe personally appeared before me this day and acknowledged that he is the Clerk for the Town of Windsor, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Town of Windsor, the foregoing instrument was signed in its name by [James F. Haggard](#), its Mayor, sealed with its seal, and attested by L. Allen Castelloe as Town Clerk.

Witness my hand and notarial seal or stamp, this the ____ day of _____, 2013.

Notary Public (Notarial Seal/Stamp)

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF BERTIE

I, _____, a Notary Public, for the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that he/she is the Clerk to the Board of Commissioners of Bertie County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Bertie County, the foregoing instrument was signed in its name by [J. Wallace Perry](#), its Chairman, sealed with its seal, and attested by _____ as Clerk to the Board of Commissioners of Bertie County.

Witness my hand and notarial seal or stamp, this the ____ day of _____, 2013.

Notary Public (Notarial Seal/Stamp)

My Commission Expires: _____

-
STATE OF
COUNTY OF

~~STATE OF NORTH CAROLINA~~
~~COUNTY OF BERTIE~~

I, _____, a Notary Public, for the County and State aforesaid, certify that ~~Kenny Habul~~, President of Windsor Cooper Hill Solar, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal or stamp, this the ____ day of _____, 2013.

Notary Public (Notarial Seal/Stamp)

My Commission Expires: _____

~~EXHIBIT~~ Exhibit A
~~to~~ ~~Te~~ Ground Lease

Legal Description of the Property

~~Located in~~ THOSE certain tracts or parcels of land lying and being in Windsor Township, Bertie County, State of North Carolina, and being more particularly described as follows:

~~Approximately _____ acres of cleared land located at _____ owned by _____ . The particular acreage will be described in a survey. The survey descriptions will replace this paragraph in this final Ground Lease.~~

Tract 1:

BEING all of TRACT B, containing 31.21 acres, more or less, as the same is shown on that map prepared by J. Gary Culp, Professional Land Surveyor, dated Jun3 2003, and identified by the following legend: "SURVEY FOR: COUNTY OF BERTIE PROPERTY OF WEYERHAEUSER CORPORATION AND SUSTAINABLE FOREST, LLC". This map is duly of record in Plat Cabinet B., Page 466, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

Tract 2:

BEING all of TRACT C, containing 20.97 acres, more or less, as the same is shown on that map prepared by J. Gary Culp, Professional Land Surveyor, dated Jun3 2003, and identified by the following legend: "SURVEY FOR: COUNTY OF BERTIE PROPERTY OF WEYERHAEUSER CORPORATION AND SUSTAINABLE FOREST, LLC". This map is duly of record in Plat Cabinet B., Page 466, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

TOGETHER WITH the right to use that certain access easement between the Tracts described above and NC Highway 308 as described in that certain Easement Agreement by and between John L. Pierce, Jr. and wife Dorothy P. Pierce, Illinois Municipal Retirement Fund, the Town of Windsor and Bertie County dated October 23, 2013 and recorded in Book _____ at Page _____ in the Bertie County, North Carolina, Public Registry.

~~EXHIBIT~~ Exhibit B
to ~~To~~ Ground Lease

Form of Easement Agreement

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this ___ day of _____, 2013, by the _____ (TOWN OF WINDSOR and BERTIE COUNTY, bodies politic and existing under the laws of the State of North Carolina (collectively, "Owner") ~~to and for the benefit of SUNENERGY1~~ and WINDSOR COOPER HILL SOLAR, LLC, a Delaware limited liability company ("Grantee").

RECITALS

A. Owner owns certain real property (the "Servient Estate") located in the County of _____ Bertie, State of North Carolina and more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. Grantee leases certain real property (the "Dominant Estate") located adjacent to the Servient Estate in the County of Bertie, State of North Carolina pursuant to that certain Ground Lease and Easement Agreement (the "Ground Lease") between Owner as Owner and Grantee as Tenant, dated as of _____, a memorandum of which was recorded on _____ in the Official Records of Bertie County, North Carolina (the "Official Records") and more particularly described in Exhibit B attached hereto and incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the meaning given in the Ground Lease.

C. Grantee intends to enter into one or more Power Purchase Agreements, pursuant to which Grantee or one of its affiliates will agree to engineer, construct and install solar photovoltaic systems (the "Systems") in order to provide electrical energy and related services generated by the Systems.

D. In order to facilitate construction, installation, operation and maintenance of the Systems, Owner desires to grant to Grantee an easement for access, utility lines, water pipelines, telecommunications lines, pole usage, equipment pads for switching stations and related purposes, subject to the terms and conditions of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENTS

1. GRANT OF EASEMENT. For good and valuable consideration paid by Grantee, the receipt and legal sufficiency of which Owner hereby acknowledges, upon and subject to the terms, conditions, restrictions and reservations set forth herein, Owner hereby grants to Grantee, for the benefit of the Dominant Estate, an appurtenant, non-exclusive easement (the "Easement") on, over, under and through the Easement area in the location more particularly described in attached Exhibit C for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, patrolling, modifying and/or repairing (a) equipment pads for switching station facilities related to or necessitated by Grantee's Systems located on the Dominant Estate; (b) surface and

subsurface utilities related to or necessitated by Grantee's Systems located on the Dominant Estate, which utilities may include, without limitation, electrical facilities and components and distribution lines, water pipelines, communications lines, telephone lines and fiber optic lines and related facilities; and (c) roads for access, consisting of paved roads and necessary fixtures and appurtenances, in, over, under and upon the Easement area, by Grantee and each Person in the group consisting of Grantee, all of Grantee's Affiliates, and each of their respective directors, officers, employees, contractors, agents, successors, sublessee, licensees, invitees and assigns (collectively, the "Grantee Group"), together with the right of ingress and egress over the Servient Estate to access the Easement area.

2. CERTAIN COVENANTS.

2.1 Use and Maintenance of the Easement. Grantee shall be responsible to maintain the Easement in good condition and in accordance with prudent industry standards, and shall not unreasonably interfere with Owner's use of the Servient Estate or the lawful joint use of others. Grantee shall repair damage to the Easement area or other portions of the Servient Estate to the extent arising out of or related to the use of the Easement by Grantee or any Person in the Grantee Group. Owner shall have the right to use the Servient Estate in any manner not inconsistent with the Easement and the rights granted to Grantee under this Agreement, and Owner shall repair any damage that it causes to the Easement area.

2.2 Compliance with Laws by Grantee. Grantee and any Person in the Grantee Group shall comply in all material respects with all federal, state or local act, statute, law, ordinance, code, rule, regulation, order or other applicable legislative or administrative action of any governmental authority having jurisdiction ("Laws") (including Environmental Laws) relating to the Servient Estate (including the Easement) and such Party's activities thereon. Grantee shall immediately notify Owner of (a) any Releases of any Hazardous Materials on or affecting the Servient Estate (including the Easement) from those improvements owned by Grantee or any Person in the Grantee Group located within the Easement area or otherwise by Grantee or any Person in the Grantee Group within the Easement area, (b) any failure of Grantee or any Person in the Grantee Group to comply with any Environmental Law with respect to the Easement and Grantee's or any Person in the Grantee Group's activities thereon, and (c) any action required by a governmental authority or required in order to comply with Environmental Laws to clean up, contain or otherwise ameliorate or remedy any Release ("Remedial Action") commenced or threatened against Grantee or any Person in the Grantee Group by any governmental authority or other Person or any allegation by a governmental authority or other Person that Grantee or any Person in the Grantee Group has failed to comply with any Environmental Law with respect to the Easement and Grantee's or any Person in the Grantee Group's activities thereon. Grantee shall indemnify and hold Owner and the group consisting of Owner, all of Owner's Affiliates, as well as Owner's Parties, and each of their respective directors, officers, employees, contractors, agents, successors, sublessee, licensees, invitees and assigns (collectively, the "Owner Group") harmless from and against any and all liability to the extent caused by (i) Grantee's or any Person in the Grantee Group's violation of any Environmental Laws relating to the use of the Easement on the Servient Estate or (ii) any Release caused by Grantee or any Person in the Grantee Group.

2.3 Compliance with Laws by Owner. Owner and any Person in the Owner Group shall comply in all material respects with all Laws (including Environmental Laws) relating to the Servient Estate and such Party's activities thereon. Owner shall immediately

notify Grantee of (a) any Releases of any Hazardous Materials on or affecting the Servient Estate or the Easement, (b) any failure of Owner or any Person in the Owner Group to comply with any Environmental Law with respect to the Easement, the Servient Estate and Owner's or any Person in the Owner Group's activities thereon, and (c) any Remedial Action commenced or threatened against Owner or any Person in the Owner Group by any governmental authority or other Person or any allegation by a governmental authority or other Person that Owner or any Person in the Owner Group has failed to comply with any Environmental Law with respect to the Easement, the Servient Estate and Owner's or any Person in the Owner Group's activities thereon. Owner shall indemnify and hold Grantee and the Grantee Group harmless from and against any and all liability to the extent caused by (i) Owner's or any Person in the Owner Group's violation of any Environmental Laws relating to the Servient Estate or (ii) any Release caused by Owner or any Person in the Owner Group.

2.4 Manner of Performance of Work. When possible, Grantee shall perform all installation, maintenance, repair and replacement work permitted or required to be performed by Grantee hereunder at such times, and in such a manner, so as to minimize any unreasonable interference with Owner's use of the Servient Estate. Upon completion of any such work, Grantee shall restore the affected area to its former condition insofar as reasonably possible.

2.5 Indemnity and Insurance.

(a) Indemnification by Grantee. Grantee shall indemnify, defend and hold harmless the Owner Group from and against all Losses suffered or incurred by any such Person by reason of, resulting from, whether directly or indirectly, or arising out of (1) the nonfulfillment or nonperformance of any covenant or agreement of any Person within the Grantee Group in this Agreement, or (2) the negligence or willful misconduct of any Person within the Grantee Group in connection with the transactions contemplated by this Agreement.

(b) Indemnification by Owner. Owner shall indemnify, defend and hold harmless the Grantee Group from and against all Losses suffered or incurred by any such Person by reason of, resulting from, whether directly or indirectly, or arising out of (1) the nonfulfillment or nonperformance of any covenant or agreement of any Person within the Owner Group in this Agreement, (2) the negligence or willful misconduct of any Person within the Owner Group in connection with the transactions contemplated by this Agreement, or (3) the inaccuracy of any representation or warranty of Owner contained in this Agreement.

(c) Insurance Coverage. The provisions of Article 10 of the Ground Lease are incorporated herein by reference as if fully set forth and shall govern the Parties' rights to, as well as apply to, insurance coverage under this Agreement.

2.6 Removal of Improvements. The provisions of the Ground Lease are incorporated herein by reference as if fully set forth and shall govern the Parties' rights to, as well as apply to the removal of, all improvements, articles of personal property and all business and trade fixtures, machinery and equipment owned or installed by Grantee or the

Grantee Group on the Easement or the portions of the Servient Estate utilized in conjunction with the Easement.

2.7 Covenants Run with the Lands. The covenants of the Parties made in this Agreement shall be deemed to be covenants running with, binding upon, benefiting and burdening the land pursuant to applicable law.

3. TERM, TERMINATION AND REMEDIES.

3.1 Term and Termination of Easements. The term of this Agreement, the Easement and other rights granted hereunder (and the corresponding respective obligations of the Parties) (collectively, the "Easement Interests") shall continue in full force and effect from the full execution of this Agreement until the date on which Grantee's rights as a tenant under the Ground Lease (as the same may be extended) terminate or expire (the "Easement Term"). Within 30 days of the end of the Easement Term, Grantee shall execute, acknowledge and deliver to Owner a quitclaim deed or any other document, in a form reasonably acceptable to Owner, as may be reasonably necessary to confirm the termination of the Easement Interests granted in this Agreement and to eliminate this Agreement as an encumbrance on the title of the Servient Estate.

3.2 Remedies. In the event of a default under this Agreement by either Party, the non-defaulting Party shall send written notice pursuant to Section 5.12 hereof of such default to the defaulting Party, and unless such default is cured within 45 days of the date of such written notice, the non-defaulting Party shall be entitled to all remedies (other than termination of this Agreement and the Easement herein granted) available at law or in equity for the defaulting Party's failure to comply with the provisions of this Agreement, including, without limitation, injunctive relief. In addition, if such default is not cured within such 45 day period, then the non-defaulting Party shall have the right to cure such default, in which case all costs reasonably incurred by the non-defaulting Party in effecting such cure shall be paid by the defaulting Party within 30 days after demand therefor.

4. OWNER'S HAZARDOUS MATERIALS REPRESENTATION. To Owner's actual knowledge, (a) neither Owner, nor any third party, has engaged in the generation, use, manufacture, treatment, transportation, storage, or disposal of any Hazardous Materials on or affecting the Easement area in violation of any Environmental Laws or in a manner which would require corrective action pursuant to any Environmental Laws; and (b) neither Owner, nor any third party, has received any notice of any material violation of any Environmental Laws with respect to the Easement area (including groundwater on, in, or under the Easement area) about which a governmental authority would require corrective action.

5. MISCELLANEOUS.

5.1 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the Parties, their respective heirs, successors (by merger, consolidation or otherwise), assigns, devisees, administrators and representatives. This Agreement may only be assignable as permitted in, and consistent with, Article 22 of the Ground Lease, which Article 22 is incorporated herein by reference as if fully set forth.

5.2 Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly executed by both Parties.

5.3 Captions. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein.

5.4 Severability. The invalidity of one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

5.5 No Waiver. Any failure of either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. Any consent or approval given pursuant to this Agreement shall be limited to its express terms and shall not otherwise increase the obligations of the Party giving such consent or approval or otherwise reduce the obligations of the Party receiving such consent or approval.

5.6 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary to effectuate the purposes and intent of this Agreement.

5.7 Drafting Interpretations. Preparation of this Agreement has been a joint effort of both the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other by reason of authorship of this document.

5.8 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina, and venue shall be in Bertie County, North Carolina.

5.9 Survival. Notwithstanding any provision of this Agreement to the contrary, expiration or other termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such expiration or termination, including promises of indemnity and payment obligations.

5.10 No Joint Venture. Neither this Agreement nor anything contained herein shall be deemed to make Owner in any way or for any purpose a partner, joint venturer or associate in any relationship with Grantee other than that of Owner, as Owner of the Easement, and Grantee, as grantee of the Easement, nor shall this Agreement or any provision thereof be construed to authorize either to act as agent for the other except as expressly provided in this Agreement.

5.11 Attorneys' Fees. In the event that Owner or Grantee fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all reasonable costs and expenses incurred by the other Party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable counsel fees. The right of Owner or Grantee, as the case may be, to all costs and expenses incurred by it in enforcing or establishing its rights hereunder pursuant to the provisions of this Section 5.11 shall include, without limitation, all costs and expenses incurred by Owner or Grantee, as the case may be,

including, without limitation, court costs and reasonable counsel fees, in the enforcement of all obligations of Owner or Grantee, as the case may be, under this Agreement or otherwise with respect to the Easements, whether or not legal action was commenced, and including all such costs and expenses incurred in an action or participation in, or in connection with, a case or proceeding under Chapter 7 or 11 of the Bankruptcy Code, or any successor statute thereto.

5.12 Notices. Any notice, consent or other formal communication required or permitted to be given by a Party pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered (a) when delivered personally or by email, unless such delivery is made (i) on a day that is not a business day in the place of receipt or (ii) after 5:00 p.m. local time on a business day in the place of receipt, in either of which cases such delivery will be deemed to be made on the next succeeding business day, (b) on the next business day after timely delivery to a reputable overnight courier and (c) on the business day actually received if deposited in the U.S. mail (certified or registered mail, return receipt requested, postage prepaid), addressed as follows (or to such other address or having such other contact information as either Party may hereafter specify for such purpose by like notice to the other Party from time to time):

If delivered to Grantee:

~~SunEnergy1 Windsor Cooper Hill Solar, LLC~~
~~192 Raceway Drive~~
~~c/o DEGS NC Solar, LLC~~
~~550 South Tryon Street - DEC 18A~~
~~Mooreville Charlotte, NC 28117~~ North Carolina 28202
Attention: ~~Kenny Habu~~ Robert Stewart II
Email: ~~rob.stewart@duke-energy.com~~
Phone: (704) ~~662382-0375~~ 9226

Email: ~~kenny@sunenergy1.com~~

With a copy to:

Duke Energy Corporation
139 East Fourth Street, Room 1212-Main
~~SunEnergy1 Cincinnati, LLC~~ Ohio 45202
~~192 Raceway Drive~~
~~Mooreville, NC 28117~~
Attention: ~~Bill Long~~ George Dwight II, Deputy General Counsel
Phone: ~~(704) 662-0375~~
Email: ~~bill.long@sunenergy1~~ george.dwight@duke-energy.com
Phone: (513) 287-4327

If delivered to Owner:

Town of Windsor
c/o Allen Castelloe
P.O. Box 508
128 South King Street
Windsor, NC 27983

Bertie County
c/o John Ed Whitehurst
Interim County Manager

P.O. Box 530
106 Dundee Street
Windsor, NC 27983

With a copy to:

M. Braxton Gillam, [HIII](#)
Attorney for the Town of Windsor
P.O. Box 547
Windsor, NC 27983

Jonathan E. Huddleston
Attorney for Bertie County
P.O. Drawer 100
Windsor, NC 27983

5.13 Documents Included. This Agreement consists of this document and the Exhibits attached hereto in accordance with the provisions hereof, which are specifically incorporated herein and made a part hereof by this reference.

5.14 Counterparts; Signatures. This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Assignment had been delivered. Owner and Grantee (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other Party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, the ~~Parties~~[Parties](#) hereto have executed this Agreement as of the date first above written.

OWNER:

GRANTEE:

<p><u>OWNER:</u></p> <p><u>TOWN OF WINDSOR</u></p> <p>By: _____ <u>SEAL)</u> Name: <u>James F. Haggard, Mayor</u></p> <p>Attest: _____ <u>Town Clerk</u></p> <p><u>OWNER</u></p> <p><u>BERTIE COUNTY</u></p> <p>By: _____ <u>SEAL)</u> Name: <u>J. Wallace Perry, Chairman of Board</u></p>	<p><u>GRANTEE:</u></p> <p><u>WINDSOR COOPER HILL SOLAR, LLC</u></p> <p>By: _____ Name: _____ Title: _____</p>
--	---

By: _____
Name:
Title:

By: _____
Name: Kenny Habul
Title: President

Attest:
By: _____
Name:
Title:

STATE OF NORTH CAROLINA
COUNTY OF BERTIE

I, _____, a Notary Public, for the County and State aforesaid, certify that L. Allen Castelloe personally appeared before me this day and acknowledged that he is the Clerk for the Town of Windsor, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Town of Windsor, the foregoing instrument was signed in its name by James F. Haggard, its Mayor, sealed with its seal, and attested by L. Allen Castelloe as Town Clerk.

I, _____, a Notary Public, do hereby certify that ~~personally appeared before me this day and acknowledged the due execution of the foregoing instrument.~~

Witness my hand and ~~official~~ notarial seal or stamp, this the ___ day of _____, 2013.

Notary Public

(Notarial Seal/Stamp)

My Commission Expires: _____

Notary Public
My Commission Expires: _____

(Official Seal)

STATE OF NORTH CAROLINA
COUNTY OF ~~IREDELL~~BERTIE

I, _____, a Notary Public, for the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that he/she is the Clerk to the Board of Commissioners of Bertie County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Bertie County, the foregoing instrument was signed in its name by J. Wallace Perry, its Chairman, sealed with its seal, and attested by _____ as Clerk to the Board of Commissioners of Bertie County.

Witness my hand and notarial seal or stamp, this the ____ day of _____, 2013.

Notary Public

(Notarial Seal/Stamp)

My Commission Expires: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public, ~~do hereby~~ for the County and State aforesaid, certify that ~~Kenny Habul~~ _____, President of Windsor Cooper Hill Solar, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and ~~official~~ notarial seal or stamp, this the ____ day of _____, 2013.

Notary Public

(Notarial Seal/Stamp)

My Commission Expires: _____

~~Notary Public~~

~~(Official Seal)~~

~~My Commission Expires:~~ _____

EXHIBIT B TO THE EASEMENT AGREEMENT

Description of Dominant Estate

~~Located in~~ THOSE certain tracts or parcels of land lying and being in Windsor Township, Bertie County, State of North Carolina, and being more particularly described as follows:

~~Approximately _____ acres of cleared land located at _____ owned by _____ . The particular acreage will be described in a survey. The survey descriptions will replace this paragraph.~~

Tract 1:

BEING all of TRACT B, containing 31.21 acres, more or less, as the same is shown on that map prepared by J. Gary Culp, Professional Land Surveyor, dated Jun3 2003, and identified by the following legend: "SURVEY FOR: COUNTY OF BERTIE PROPERTY OF WEYERHAEUSER CORPORATION AND SUSTAINABLE FOREST, LLC". This map is duly of record in Plat Cabinet B., Page 466, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

Tract 2:

BEING all of TRACT C, containing 20.97 acres, more or less, as the same is shown on that map prepared by J. Gary Culp, Professional Land Surveyor, dated Jun3 2003, and identified by the following legend: "SURVEY FOR: COUNTY OF BERTIE PROPERTY OF WEYERHAEUSER CORPORATION AND SUSTAINABLE FOREST, LLC". This map is duly of record in Plat Cabinet B., Page 466, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

TOGETHER WITH the right to use that certain access easement between the Tracts described above and NC Highway 308 as described in that certain Easement Agreement by and between John L. Pierce, Jr. and wife Dorothy P. Pierce, Illinois Municipal Retirement Fund, the Town of Windsor and Bertie County dated October 23, 2013 and recorded in Book ____ at Page ____ in the Bertie County, North Carolina, Public Registry.

EXHIBIT C
~~To~~ Ground Lease

SOLAR SKYWAY EASEMENT

~~Solar Skyway Easement~~

STATE OF NORTH CAROLINA SOLAR SKYWAY EASEMENT AGREEMENT
COUNTY OF BERTIE

THIS SOLAR SKYWAY EASEMENT AGREEMENT (this "Agreement"), is made this _____ day of _____, 2013, by and between _____ ~~(the~~the TOWN OF WINDSOR and BERTIE COUNTY, bodies politic and existing under the laws of the State of North Carolina (collectively, "Grantor"), and ~~SUNENERGY1~~WINDSOR COOPER HILL SOLAR, LLC, a ~~North Carolina~~Delaware limited liability company ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of [that certain tract/those certain tracts] of land identified and described as the "Grantor's Property" on Exhibit A attached hereto and incorporated herein by this reference (the "Grantor's Property"); and

WHEREAS, Grantee is the lessee of an approximately acre portion of Grantor's Property under the terms of a Ground Lease and Easement Agreement between Grantor and Grantee dated as of _____, 2013 (the "Site Lease") (such portion being herein referred to as the "Premises"), and as said Premises is more particularly described on Exhibit B attached hereto and incorporated herein; and

WHEREAS, Grantee has constructed or will construct certain solar photovoltaic electric generating facility improvements (the "Solar Power Facility") on the Premises; and

WHEREAS, in connection with the efficient operation of the Solar Power Facility, it is necessary that Grantee maintain the unobstructed passage of sunlight through an area surrounding the Solar Power Facility; and

WHEREAS, subject to the terms of this Agreement, Grantor has agreed to grant to Grantee the solar skyway easement herein described through, over, upon and across the remainder of Grantor's Property which is not included within the Premises (the "Solar Skyway Easement Area").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above premises and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor hereby conveys, grants and warrants to Grantee a solar skyway easement over, across and above the Solar Skyway Easement Area in accordance with the following terms.

1. Grant of Solar Skyway Easement. Grantor hereby agrees that no structure, activity, or land use of Grantor shall cast a shadow on any solar energy collector of Grantee located on the Premises unless such structure, activity, or land use exists on the effective date of this easement and is not required to be removed or is excepted by the terms of this instrument. Once Tenant has cleared the Property there will be no vegetation on the Property

that could cast a shadow on any solar energy collector of Grantee and so Owner is relieved of any obligation regarding the further cutting or clearing of vegetation from the Property. Owner is not responsible for the vegetation or any structure or other activity on land that is owned by others.

Upon and subject to advance written approval from Grantor, the following rights are also granted to Grantee: to enter said Solar Skyway Easement Area and to remove from the Solar Skyway Easement Area, now or at any time during the term of the Site Lease, as such term may be extended, trees, structures or other obstructions that may materially impair or reduce the electric power output of the Solar Power Facility and trees of any species that Grantee determines will grow at maturity to a height that will materially impair or reduce the electric power output of the Solar Power Facility; to trim or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs which, in the opinion of the Grantee, might interfere with or fall upon the Solar Power Facility. Further, Grantor shall not allow any third party claiming by or through Grantor to take any action, or fail to take any action, which would result in any shading of the Solar Power Facility solar collectors that materially impairs or reduces the electric power output of the Solar Power Facility. The above reference to Skyway Easement is applicable only to Owner's property.

2. Title to Property. Grantor warrants to Grantee, its successors and assigns, that Grantor is the sole owner of good, marketable and insurable fee simple title to the Grantor's Property as described herein, has the right to grant and convey the aforesaid solar skyway easement, and will warrant and defend its right to so grant said easement against the lawful claims of all persons.

3. Running with the Land. The burdens and benefits of this easement are transferable and shall run with the land to subsequent grantees of the Grantor and the Grantee. This solar skyway easement shall remain in effect until the Site Lease is terminated.

4. Governing Law. This Agreement is to be governed, construed and enforced in accordance with the laws of the State of North Carolina.

5. Binding Effect. Grantor hereby represents and warrants that it has the right, power and authority to enter into this Agreement and to grant the easements in accordance with the terms and conditions hereof. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

6. Severability. If any term, covenant or condition of this Agreement, or any application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder thereof shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid, and may be enforced to the fullest extent permitted by law.

7. Amendment to Agreement. This Agreement may be amended only by a writing executed by each of the Parties hereto, or their applicable successors or assigns, and properly recorded in the Bertie County, North Carolina, Public Registry.

8. Remedies for Breach. The terms and conditions of this Agreement shall be enforceable by actions for specific performance or injunction, in addition to any other remedies available at law.

9. No Waiver. No delay or omission by any Party in exercising any right or power accruing upon any noncompliance or failure of performance by the other Party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof

10. Counterparts. This Agreement may be executed in counterparts all of which taken together shall be deemed one original when executed by all Parties.

TO HAVE AND TO HOLD the easements hereinabove described unto Grantee, its successors and assigns, for the aforesaid uses and purposes.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the day and year first above written.

GRANTOR:

GRANTEE:

OWNER:

GRANTEE:

TOWN OF WINDSOR

WINDSOR COOPER HILL SOLAR, LLC

By: _____ (SEAL)
Name: James F. Haggard, Mayor

By: _____
Name: _____
Title: _____

Attest: _____
Town Clerk

OWNER

BERTIE COUNTY

By: _____ (SEAL)
Name: J. Wallace Perry, Chairman of Board
of Commissioners

Attest: _____
Clerk to the Board of Commissioners

SUNENERGY1, LLC

By: _____
Name:
Title:

By: _____
Name: ~~Kenny Habul~~
Title: ~~President~~

Attest:
By: _____
Name:
Title:

STATE OF NORTH CAROLINA
COUNTY OF BERTIE

I, _____, a Notary Public, for the County and State aforesaid, certify that L. Allen Castelloe personally appeared before me this day and acknowledged that he is the Clerk for the Town of Windsor, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Town of Windsor, the foregoing instrument was signed in its name by James F. Haggard, its Mayor, sealed with its seal, and attested by L. Allen Castelloe as Town Clerk.

~~I, _____, a Notary Public, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.~~

Witness my hand and ~~official~~ notarial seal or stamp, this the ___ day of _____, 2013.

Notary Public

(Notarial Seal/Stamp)

My Commission Expires: _____

~~Notary Public~~
~~My Commission Expires:~~ _____
STATE OF NORTH CAROLINA
COUNTY OF ~~IREDELL~~ BERTIE

~~(Official Seal)~~

I, _____, a Notary Public, for the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that he/she is the Clerk to the Board of Commissioners of Bertie County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Bertie County, the foregoing instrument was signed in its name by J. Wallace Perry, its Chairman, sealed with its seal, and attested by _____ as Clerk to the Board of Commissioners of Bertie County.

Witness my hand and notarial seal or stamp, this the ___ day of _____, 2013.

Notary Public

(Notarial Seal/Stamp)

My Commission Expires: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public, ~~do hereby~~ for the County and State aforesaid, certify that ~~Kenny Habul~~ _____, President of Windsor Cooper Hill Solar, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and ~~official~~ notarial seal or stamp, this the ____ day of _____, 2013.

Notary Public

(Notarial Seal/Stamp)

My Commission Expires: _____

~~Notary Public~~

~~(Official Seal)~~

~~My Commission Expires:~~ _____

EXHIBIT A TO SOLAR SKYWAY EASEMENT AGREEMENT

Grantor's Property

Located ~~in Bertie~~ in Bertie County, North Carolina, and more particularly described as follows:

Approximately _____ acres of cleared land located at _____ owned by _____ . The particular acreage will be described in a survey. The survey descriptions will replace this paragraph.

EXHIBIT B TO THE SOLAR SKYWAY EASEMENT AGREEMENT

Premises

~~Located in Bertie~~ THOSE certain tracts or parcels of land lying and being in Windsor Township, Bertie County, State of North Carolina, and being more particularly described as follows:

Tract 1:

BEING all of TRACT B, containing 31.21 acres, more or less, as the same is shown on that map prepared by J. Gary Culp, Professional Land Surveyor, dated Jun3 2003, and identified by the following legend: "SURVEY FOR: COUNTY OF BERTIE PROPERTY OF WEYERHAEUSER CORPORATION AND SUSTAINABLE FOREST, LLC". This map is duly of record in Plat Cabinet B., Page 466, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

Tract 2:

BEING all of TRACT C, containing 20.97 acres, more or less, as the same is shown on that map prepared by J. Gary Culp, Professional Land Surveyor, dated Jun3 2003, and identified by the following legend: "SURVEY FOR: COUNTY OF BERTIE PROPERTY OF WEYERHAEUSER CORPORATION AND SUSTAINABLE FOREST, LLC". This map is duly of record in Plat Cabinet B., Page 466, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

TOGETHER WITH the right to use that certain access easement between the Tracts described above and NC Highway 308 as described in that certain Easement Agreement by and between John L. Pierce, Jr. and wife Dorothy P. Pierce, Illinois Municipal Retirement Fund, the Town of Windsor and Bertie County dated October 23, 2013 and recorded in Book _____ at Page _____ in the Bertie County, North Carolina, Public Registry.

~~Approximately _____ acres of cleared land located at _____ owned by _____.~~ ~~The particular acreage will be described in a survey. The survey descriptions will replace this paragraph.~~

EXHIBIT D
To Ground Lease

Memorandum of Lease

STATE OF NORTH CAROLINA

MEMORANDUM OF LEASE

COUNTY OF BERTIE

TOWN OF WINDSOR and BERTIE COUNTY, bodies politic, organized and existing under the laws of the State of North Carolina, collectively as LANDLORD, having an address of _____, hereby leases to SUNENERGY4 WINDSOR COOPER HILL SOLAR, LLC, a North Carolina Delaware limited liability company, as TENANT, having an address of 192 Raceway Drive, Mooresville, NC c/o DEGS NC Solar, LLC, 550 South Tryon Street - DEC 18A, Charlotte, NC 28202, Attention: ~~Kenny Habul~~ Robert Stewart II, for a term beginning on _____, 2013, and continuing for a maximum period of thirty (30) years, including extensions and renewals, following the date that Tenant notifies Landlord that the solar photovoltaic electric generating facility being constructed on the leased property is commercially operational, the following property:

Those certain premises situated in _____, _____ Bertie County, North Carolina, consisting of approximately _____ 52.18 acres of land ~~located at~~ _____, as said premises are more particularly described on Exhibit A and incorporated herein by reference.

The provisions set forth in a written Ground Lease and Easement Agreement between the _____ day of _____, 2013, are hereby incorporated in this Memorandum.

<u>LANDLORD:</u>	<u>TENANT:</u>
<u>TOWN OF WINDSOR</u>	<u>WINDSOR COOPER HILL SOLAR, LLC</u>
By: _____ (SEAL)	By: _____
Name: <u>James F. Haggard, Mayor</u>	Name: _____
	Title: _____
Attest: _____	
<u>Town Clerk</u>	
<u>OWNER</u>	
<u>BERTIE COUNTY</u>	
By: _____ (SEAL)	
Name: <u>J. Wallace Perry, Chairman of Board</u>	

I, _____, a Notary Public, for the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that he/she is the Clerk to the Board of Commissioners of Bertie County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Bertie County, the foregoing instrument was signed in its name by J. Wallace Perry, its Chairman, sealed with its seal, and attested by _____ as Clerk to the Board of Commissioners of Bertie County.

Witness my hand and notarial seal or stamp, this the _____ day of _____, 2013.

Notary Public

(Notarial Seal/Stamp)

My Commission Expires: _____

~~The undersigned, Notary Public, does hereby certify that Kenny Habul personally appeared before me this day and acknowledged that he is the President of SunEnergy1, LLC, and by authority duly given and as the act of President, appeared before me this day and acknowledged the due execution of the foregoing instrument.~~

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public, for the County and State aforesaid, certify that _____, _____ President of Windsor Cooper Hill Solar, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and ~~official~~notarial seal or stamp, this the ____ day of _____, 2013.

Notary Public

(Notarial Seal/Stamp)

My Commission Expires:

~~Notary Public~~

~~(SEAL)~~

~~My Commission Expires:~~

EXHIBIT A TO MEMORANDUM OF LEASE

~~Located in~~ THOSE certain tracts or parcels of land lying and being in Windsor Township, Bertie County, State of North Carolina, and being more particularly described as follows:

Tract 1:

BEING all of TRACT B, containing 31.21 acres, more or less, as the same is shown on that map prepared by J. Gary Culp, Professional Land Surveyor, dated Jun3 2003, and identified by the following legend: "SURVEY FOR: COUNTY OF BERTIE PROPERTY OF WEYERHAEUSER CORPORATION AND SUSTAINABLE FOREST, LLC". This map is duly of record in Plat Cabinet B., Page 466, Bertie County Registry, and further reference is hereby made to said map for a more complete and accurate description of the property.

Tract 2:

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TOGETHER WITH the right to use that certain access easement between the Tracts described above and NC Highway 308 as described in that certain Easement Agreement by and between John L. Pierce, Jr. and wife Dorothy P. Pierce, Illinois Municipal Retirement Fund, the Town of Windsor and Bertie County dated October 23, 2013 and recorded in Book _____ at Page _____ in the Bertie County, North Carolina, Public Registry.

~~Approximately _____ acres of cleared land located at _____ owned by _____ . The particular acreage will be described in a survey. The survey descriptions will replace this paragraph.~~

Summary Report:	
Litéra® Change-Pro TDC 7.0.0.365 Document Comparison done on 1/10/2014 2:05:24 PM	
Style Name: KL Standard	
Original DMS: dm://CH/3197385/1	
Modified DMS: dm://CH/3197385/3	
Changes:	
<u>Add</u>	196
Delete	173
Move From	7
<u>Move To</u>	7
<u>Table Insert</u>	17
Table Delete	6
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format Changes	0
Total Changes:	406



Elaine F. Marshall
Secretary

North Carolina

DEPARTMENT OF THE
SECRETARY OF STATE

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

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Date: 1/30/2014

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Corporation Names

Name	Name Type
NC WINDSOR COOPER HILL SOLAR, LLC	LEGAL

Limited Liability Company Information

SOSID:	1344266
Status:	Current-Active
Effective Date:	10/22/2013
Citizenship:	FOREIGN
State of Inc.:	DE
Duration:	PERPETUAL
Annual Report Status:	CURRENT

Registered Agent

Agent Name:	CT CORPORATION SYSTEM
Office Address:	150 FAYETTEVILLE ST., BOX 1011 RALEIGH NC 27601
Mailing Address:	150 FAYETTEVILLE ST., BOX 1011 RALEIGH NC 27601

Principal Office

Office Address:	550 SOUTH TRYON STREET CHARLOTTE NC 28202
Mailing Address:	550 SOUTH TRYON STREET CHARLOTTE NC 28202

Officers/Company Officials

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State of North Carolina
Department of the Secretary of State

SOSID: 1344266
Date Filed: 10/22/2013 5:12:00 PM
Elaine F. Marshall
North Carolina Secretary of State

C2013 294 00478

APPLICATION FOR CERTIFICATE OF AUTHORITY
FOR LIMITED LIABILITY COMPANY

Pursuant to §57C-7-04 of the General Statutes of North Carolina, the undersigned limited liability company hereby applies for a Certificate of Authority to transact business in the State of North Carolina, and for that purpose submits the following:

1. The name of the limited liability company is Windsor Cooper Hill Solar, LLC;

and if the limited liability company name is unavailable for use in the State of North Carolina, the name the limited liability company wishes to use is _____

2. The state or country under whose laws the limited liability company was formed is: Delaware

3. The date of formation was 10/11/2013; its period of duration is: Perpetual

4. Principal office information: (Select either a or b.)

a. The limited liability company has a principal office.

The street address and county of the principal office of the limited liability company is:

Number and Street 550 South Tryon Street
City, State, Zip Code Charlotte, NC 28202 County Mecklenburg

The mailing address, *if different from the street address*, of the principal office of the corporation is:

b. The limited liability company does not have a principal office.

5. The street address and county of the registered office in the State of North Carolina is:

Number and Street 150 Fayetteville Street, Box 1011
City, State, Zip Code Raleigh, NC 27601 County Wake

6. The mailing address, *if different from the street address*, of the registered office in the State of North Carolina is:

7. The name of the registered agent in the State of North Carolina is: C T Corporation System

APPLICATION FOR CERTIFICATE OF AUTHORITY

Page 2

8. The names, titles, and usual business addresses of the current managers of the limited liability company are:
(use attachment if necessary)

<u>Name</u>	<u>Business Address</u>
Duke Energy Renewables NC Solar, LLC, Sole Member	550 South Tryon Street, Charlotte, NC 28202
_____	_____
_____	_____
_____	_____

9. Attached is a certificate of existence (or document of similar import), duly authenticated by the secretary of state or other official having custody of limited liability company records in the state or country of formation. **The Certificate of Existence must be less than six months old. A photocopy of the certification cannot be accepted.**

10. If the limited liability company is required to use a fictitious name in order to transact business in this State, a copy of the resolution of its managers adopting the fictitious name is attached.

11. This application will be effective upon filing, unless a delayed date and/or time is specified: _____

This the 17 day of October, 2013

Windsor Cooper Hill Solar, LLC
Name of Limited Liability Company

Nancy M Wright
Signature of Manager

Nancy M. Wright, Asst. Sec. (authorized to sign in
Type or Print Name accordance with NCGS
 Duke Energy Renewables 57c-3-24)
 NC Solar, LLC, Sole Member

Notes:
1. Filing fee is \$250. This document must be filed with the Secretary of State.

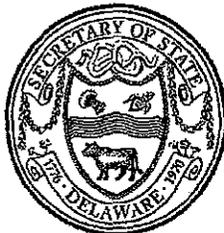
Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "WINDSOR COOPER HILL SOLAR, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF OCTOBER, A.D. 2013.

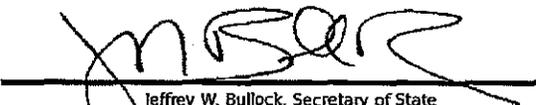
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



5413800 8300

131210851

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0824715

DATE: 10-18-13



Elaine F. Marshall
Secretary

North Carolina

DEPARTMENT OF THE
SECRETARY OF STATE

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

[Account Login](#) [Register](#)

Date: 1/30/2014

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Corporation Names

Name	Name Type
NC DUKE ENERGY RENEWABLES NC SOLAR, LLC	LEGAL
NC DEGS NC SOLAR, LLC	PREV LEGAL

Limited Liability Company Information

SOSID:	1274365
Status:	Current-Active
Effective Date:	8/20/2012
Citizenship:	FOREIGN
State of Inc.:	de
Duration:	PERPETUAL
Annual Report Status:	CURRENT

Registered Agent

Agent Name:	CT CORPORATION SYSTEM
Office Address:	150 FAYETTEVILLE ST., BOX 1011 RALEIGH NC 27601
Mailing Address:	150 FAYETTEVILLE ST., BOX 1011 RALEIGH NC 27601

Principal Office

Office Address:	550 SOUTH TRYON STREET, MAIL CODE DEC/45A CHARLOTTE NC 28202
Mailing Address:	550 SOUTH TRYON STREET, MAIL CODE DEC/45A CHARLOTTE NC 28202

Officers/Company Officials

Title:	MEMBER
Name:	DUKE ENERGY CORPORATION
Business Address:	550 SOUTH TRYON STREET MAIL CODE: DEC/45A CHARLOTTE NC 28202

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orig-RBM
copy-CAFJ



North Carolina Department of Environment and Natural Resources

Division of Water Infrastructure

Pat McCrory
Governor

Kim H. Colson, P.E.
Acting Director

John E. Skvarla, III
Secretary

January 21, 2014

750 WID APPROVAL
JAN 24 2014

Mr. Scott Sauer, Interim County Manager
Bertie County Water District II
PO Box 530
Windsor, North Carolina 27983

Re: **Part B Approval**
CFDA Number: 66.468
Grant ID Number: FS-984338.11
Project Number: H-LRX-F-11-1446
PWS ID: 0408085
Applicant: Bertie County Water District II
Bertie County

Dear Mr. Sauer:

The Division of Water Infrastructure (DWI) has reviewed and accepted your *Offer and Acceptance of Loan and/or Grant for Water Supply System Project, Part B - Supplemental Project Information* (Part B), signed on November 26, 2013. The approved project budget is as follows:

Item	Proposed Part B Amounts ¹	DWI-approved Amounts
Construction Contract 1: Tony E. Hawley Construction Company	\$201,025	\$201,025
Construction Contract 2: Company Name	\$ - 0 -	\$ - 0 -
Future Contracts	\$ - 0 -	\$ - 0 -
Equipment & Materials	\$ - 0 -	\$ - 0 -
Total Construction Contracts	\$201,025	\$201,025
Contingency	\$10,052	\$10,052
Engineering Design	\$26,339	\$26,339
Permitting	\$500	\$500
Land Surveying Costs	\$ - 0 -	\$ - 0 -
Easement Preparation	\$ - 0 -	\$ - 0 -
Closing Fee (if applicable)	\$7,880	\$5,541
Construction Administration / Observation	\$23,089	\$23,089
Grant and/or Loan Administration	\$ - 0 -	\$ - 0 -
Legal Costs	\$10,500	\$10,500
Other (specify)	\$ - 0 -	\$ - 0 -
Total Costs	\$279,385	\$277,046

¹ The Proposed Part B Amounts may reflect costs that are not eligible for reimbursement.

1633 Mail Service Center, Raleigh, North Carolina 27699-1633
Location: 512 N. Salisbury St. Raleigh, North Carolina 27604
Phone: 919-707-9160 \ FAX: 919-715-6229



An Equal Opportunity \ Affirmative Action Employer

To receive reimbursement for project expenses, follow the procedures outlined below. Submit one copy of the payment request package to one of the following addresses:

Mail Address	Physical Address (e.g., Parcels, FedEx, UPS)
Financial Services Unit Division of Water Infrastructure 1633 Mail Service Center Raleigh, North Carolina 27699-1633	Financial Services Unit Division of Water Infrastructure 512 N. Salisbury Street/Suite 1304 Raleigh, NC 27604-1170 (919) 707-9160

Each package should contain the following items, as applicable:

1. A *Reimbursement Request Form* signed by the authorized representative. You can download the form on the following website: <http://portal.ncdenr.org/web/wq/ifs/fap/apps>.
2. Invoices or other supporting documents for all work done and purchases made, such as the following:
 - a. For eligible construction costs:
 - i. Latest contractor's estimate for the amount of work completed and the cost of materials delivered and stored on the site, showing the **Time Period** covered. **Time Period** means showing both a Start Date and an End Date;
 - ii. Certification by the Applicant's consulting engineer that the estimate is correct;
 - iii. Executed change orders (if not previously furnished) for any change order work for which payment is requested;
 - iv. Signed contractor's Sales Tax Form covering the **Time Period** above.
 - b. For technical services: Invoices showing the dates over which the work was performed and describing the types of service and bases for payment, so as to be identified with the provisions of the contract.
 - c. For legal, fiscal and administrative services:
 - i. Invoices showing the dates over which the work was performed and describing the types of service and basis for payment.
 - ii. Contracts for such services not furnished previously; and
 - d. For land acquisition:
 - i. An appraisal by a state-certified appraiser to establish the fair market value, and
 - ii. A bill of sale, purchase agreement or similar instrument showing the agreed sale price for the land.
 - e. Documentation of cost for force-account work, including how time and costs devoted to this project were tracked. An authorized official must sign a record that includes the following details:
 - i. Name(s) of the employee(s),
 - ii. Hours worked on project,
 - iii. Rate(s) of pay (including fringe benefits), and
 - iv. Total dollars in reimbursement requested.
 - f. The 2% administrative fee based on the attached invoice. The DWI recommends you request reimbursement for the administrative fee with the first reimbursement request. The administrative fee is due prior to the second reimbursement request.

Note the following additional requirements:

1. The DWI cannot reimburse expenses until the applicant has delivered the executed promissory note to LGC and sent a copy to the DWI.
2. In accordance with N.C.G.S. 159-13.2, the applicant must approve funds for the project in the annual budget or by a Capital Project Ordinance.
3. The State cuts checks only once per week. Please limit requests for reimbursement to one per month.

4. The DWI cannot reimburse for items that are not in the approved budget:
 - a. The DWI will not approve payment for invoices above the approved budget amounts without a revised Part B or a DWI-approved change order to a DWI-approved contract.
 - b. For unit-price contracts, the DWI will not approve payment for quantities above the bid estimate without a DWI-approved change order.
 - c. The DWI will not reimburse force-account work without prior approval from the DWI.
5. The DWI will not reimburse more than 95 percent of project costs until all items on the Project Closeout Checklist have been satisfied, including the following:
 - a. The DWI inspector must issue a final-inspection report signifying the project is complete and all concerns have been satisfied.
 - b. The applicant must submit Engineer's and Owner's certifications.

Submit two copies of all change orders: One copy to me and another to the Division of Water Resources, Public Water Supply Section-Washington Regional Office Supervisor (Harry Bailey). Note significant change orders (anything other than changes in unit quantities) generally require a revision to the approved engineering plans and specifications.

Please call me at (919) 707-9050 should you have additional questions, or need other information.

Sincerely,



David Giachini, P.E.
Project Engineer

Enclosure: DWSRF 2% Administrative Fee Invoice

cc: Linda Ward
Reimbursement Request Accountant
Matthew Rushing, DWSRF Reporting
Harry Bailey, Washington Regional Office
Richard B. Moore, P.E., McDavid Associates, Inc., Consulting Engineer
Project File (yellow Part B folder / **B-AL**)

RESOLUTION NO _____
ADOPTING CAPITAL PROJECT BUDGET ORDINANCE,
FOR
BERTIE COUNTY WATER DISTRICT II
BLACK ROCK SUBDIVISION WATER IMPROVEMENTS
JUNE 17, 2013

WHEREAS, County Water District II desires to install water lines in the Black Rock Subdivision, and

WHEREAS, Public Water Supply Section (PWS) has provided the funding for a twenty (20) year Loan at 0% interest rate, and

WHEREAS, Bids have been received and Tony E. Hawley Construction Company, Inc. submitted the low bid.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF COUNTY WATER DISTRICT II:

That Tony E. Hawley Construction Company's low bid be accepted, and

That the attached Amended Capital Project Ordinance is hereby adopted, and

That the Water District II is authorized to submit Part B to Public Water Supply Section (PWS), and

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

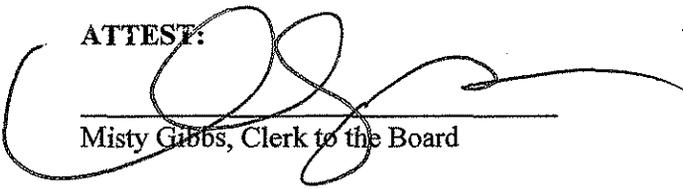
Adopted this the 17th of June, 2012



Wallace Perry, Chairman
County Water District II

(SEAL)

ATTEST:



Misty Gibbs, Clerk to the Board

BERTIE COUNTY WATER DISTRICT II
 BERTIE CO WATER DISTRICT II/11 BLACK ROCK SUBDIVISION
 PWS DWSRF WATER IMPROVEMENTS
 June 17, 2012

	BUDGET AFTER ADOPTED 11/19/12	CHANGES	BUDGET AFTER AWARD 6/17/13
<u>REVENUES - PWS ELIGIBLE</u>			
xxxxxx-xxxxxx PWS DWSRF Loan	\$ 394,000.00	\$ -120,915.10	\$ 273,084.90
xxxxxx-xxxxxx PWS DWSRF Loan Forgiveness	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx Owner Contribution	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx Sales Tax Refund - Restriction	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx Interim Financing	\$ 0.00	\$ 0.00	\$ 0.00
SUBTOTAL PWS ELIGIBLE	\$ 394,000.00	\$ -120,915.10	\$ 273,084.90
<u>REVENUES - NON-PWS ELIGIBLE</u>			
xxxxxx-xxxxxx Owner Contribution	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx Interest Earned	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx Liquidated Damages	\$ 0.00	\$ 0.00	\$ 0.00
SUBTOTAL NON-PWS ELIGIBLE	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL REVENUE	\$ 394,000.00	\$ -120,915.10	\$ 273,084.90
<u>EXPENSES - PWS ELIGIBLE</u>			
xxxxxx-xxxxxx Contract No. 1 - Waterline Improvements	\$ 301,000.00	\$ -99,975.00	\$ 201,025.00
Construction Subtotal	\$ 301,000.00	\$ -99,975.00	\$ 201,025.00
xxxxxx-xxxxxx Engineering Design	\$ 37,169.89	\$ -10,830.99	\$ 26,338.90
xxxxxx-xxxxxx Construction Administration/Observation	\$ 23,089.00	\$ 0.00	\$ 23,089.00
xxxxxx-xxxxxx Grant and/or Loan Assistance	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx Land Surveying Cost	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx Permitting	\$ 500.00	\$ 0.00	\$ 500.00
xxxxxx-xxxxxx Easement Preparation	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx Legal Cost	\$ 4,200.00	\$ 0.00	\$ 4,200.00
xxxxxx-xxxxxx Closing Cost	\$ 7,880.00	\$ 0.00	\$ 7,880.00
xxxxxx-xxxxxx Other	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx Repayment of Interim Financing	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx Contingency	\$ 20,161.11	\$ -10,109.11	\$ 10,052.00
SUBTOTAL ELIGIBLE EXPENSES	\$ 394,000.00	\$ -120,915.10	\$ 273,084.90

		BUDGET AFTER ADOPTED 11/19/12	CHANGES	BUDGET AFTER AWARD 6/17/13
<u>EXPENSES - NON-PWS ELIGIBLE</u>				
xxxxxx-xxxxxx	Funding Assistance	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx	Contingency	\$ 0.00	\$ 0.00	\$ 0.00
	SUBTOTAL NON-PWS ELIGIBLE EXPENSES	\$ 0.00	\$ 0.00	\$ 0.00
	TOTAL EXPENSES	\$ 394,000.00	\$ -120,915.10	\$ 273,084.90

BERTIE COUNTY WATER DISTRICT II
 BERTIE CO WATER DISTRICT II/11 BLACK ROCK SUBDIVISION
 PWS DWSRF WATER IMPROVEMENTS
 NOVEMBER 19, 2012

		BUDGET AT PWS APPLICATION	CHANGES	BUDGET AFTER ADOPTED 11/19/12
<u>REVENUES - PWS ELIGIBLE</u>				
xxxxxx-xxxxxxx	PWS DWSRF Loan	\$ 394,000.00	\$ 0.00	394,000.00
xxxxxx-xxxxxxx	PWS DWSRF Loan Forgiveness	\$ 0.00	\$ 0.00	0.00
xxxxxx-xxxxxxx	Owner Contribution	\$ 0.00	\$ 0.00	0.00
xxxxxx-xxxxxxx	Sales Tax Refund - Restriction	\$ 0.00	\$ 0.00	0.00
xxxxxx-xxxxxxx	Interim Financing	\$ 0.00	\$ 0.00	0.00
	SUBTOTAL PWS ELIGIBLE	\$ 394,000.00	\$ 0.00	394,000.00
<u>REVENUES - NON-PWS ELIGIBLE</u>				
xxxxxx-xxxxxxx	Owner Contribution	\$ 0.00	\$ 0.00	0.00
xxxxxx-xxxxxxx	Interest Earned	\$ 0.00	\$ 0.00	0.00
xxxxxx-xxxxxxx	Liquidated Damages	\$ 0.00	\$ 0.00	0.00
	SUBTOTAL NON-PWS ELIGIBLE	\$ 0.00	\$ 0.00	0.00
	TOTAL REVENUE	\$ 394,000.00	\$ 0.00	394,000.00
<u>EXPENSES - PWS ELIGIBLE</u>				
xxxxxx-xxxxxxx	Contract No. 1 - Waterline Improvements	\$ 301,000.00	\$ 0.00	301,000.00
	Construction Subtotal	\$ 301,000.00	\$ 0.00	301,000.00
xxxxxx-xxxxxxx	Engineering Design	\$ 25,600.00	\$ 11,569.89	37,169.89
xxxxxx-xxxxxxx	Construction Administration/Observation	\$ 27,600.00	\$ -4,511.00	23,089.00
xxxxxx-xxxxxxx	Grant and/or Loan Assistance	\$ 0.00	\$ 0.00	0.00
xxxxxx-xxxxxxx	Land Surveying Cost	\$ 0.00	\$ 0.00	0.00
xxxxxx-xxxxxxx	Permitting	\$ 5,500.00	\$ -5,000.00	500.00
xxxxxx-xxxxxxx	Easement Preparation	\$ 0.00	\$ 0.00	0.00
xxxxxx-xxxxxxx	Legal Cost	\$ 4,200.00	\$ 0.00	4,200.00
xxxxxx-xxxxxxx	Closing Cost	\$ 7,880.00	\$ 0.00	7,880.00
xxxxxx-xxxxxxx	Other	\$ 0.00	\$ 0.00	0.00
xxxxxx-xxxxxxx	Repayment of Interim Financing	\$ 0.00	\$ 0.00	0.00
xxxxxx-xxxxxxx	Contingency	\$ 22,220.00	\$ -2,058.89	20,161.11
	SUBTOTAL ELIGIBLE EXPENSES	\$ 394,000.00	\$ 0.00	394,000.00

EXPENSES - NON-PWS ELIGIBLE

xxxxxx-xxxxxx	Funding Assistance	\$	0.00	\$	0.00	\$	0.00
xxxxxx-xxxxxx	Contingency	\$	0.00	\$	0.00	\$	0.00
	SUBTOTAL NON-PWS ELIGIBLE EXPENSES	\$	0.00	\$	0.00	\$	0.00
	TOTAL EXPENSES	\$	394,000.00	\$	0.00	\$	394,000.00

RESOLUTION NO _____
ADOPTING CAPITAL PROJECT BUDGET ORDINANCE,
ACCEPTING PWS FUNDING, AND
APPROVING TECHNICAL SERVICE AGREEMENT
FOR
BERTIE COUNTY WATER DISTRICT II
BLACK ROCK SUBDIVISION WATER IMPROVEMENTS
NOVEMBER 19, 2012

WHEREAS, County Water District II desires to install water lines in the Black Rock Subdivision, and

WHEREAS, Public Water Supply Section (PWS) has issued an offer to fund the project in the amount of \$394,000 as 100% Loan at 0% interest rate for twenty (20) years, and

WHEREAS, PWS funding offer Part A requires acceptance by County Water District II, and

WHEREAS, Public Water Supply Section requires execution of PWS approved Technical Services Agreement.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF COUNTY WATER DISTRICT II:

That PWS Part A funding offer is hereby accepted, and

That the attached Capital Project Budget Ordinance is hereby adopted, and

That the Technical Service Agreement is hereby approved, and

That Engineer is authorized to proceed with the preparation of plans and specifications, and

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

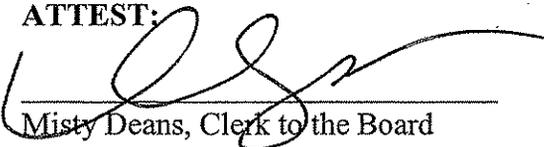
Adopted this the 19th of November, 2012



Lewis C. Hoggard, III, Chairman
County Water District II

(SEAL)

ATTEST:



Misty Deans, Clerk to the Board

BERTIE COUNTY WATER DISTRICT II
 BERTIE CO WATER DISTRICT II/11 BLACK ROCK SUBDIVISION
 PWS DWSRF WATER IMPROVEMENTS
 NOVEMBER 19, 2012

		BUDGET AT PWS APPLICATION	CHANGES	BUDGET AFTER ADOPTED 11/19/12
<u>REVENUES - PWS ELIGIBLE</u>				
xxxxxx-xxxxxxx	PWS DWSRF Loan	\$ 394,000.00	\$ 0.00	394,000.00
xxxxxx-xxxxxxx	PWS DWSRF Loan Forgiveness	\$ 0.00	\$ 0.00	0.00
xxxxxx-xxxxxxx	Owner Contribution	\$ 0.00	\$ 0.00	0.00
xxxxxx-xxxxxxx	Sales Tax Refund - Restriction	\$ 0.00	\$ 0.00	0.00
xxxxxx-xxxxxxx	Interim Financing	\$ 0.00	\$ 0.00	0.00
	SUBTOTAL PWS ELIGIBLE	\$ 394,000.00	\$ 0.00	394,000.00
<u>REVENUES - NON-PWS ELIGIBLE</u>				
xxxxxx-xxxxxxx	Owner Contribution	\$ 0.00	\$ 0.00	0.00
xxxxxx-xxxxxxx	Interest Earned	\$ 0.00	\$ 0.00	0.00
xxxxxx-xxxxxxx	Liquidated Damages	\$ 0.00	\$ 0.00	0.00
	SUBTOTAL NON-PWS ELIGIBLE	\$ 0.00	\$ 0.00	0.00
	TOTAL REVENUE	\$ 394,000.00	\$ 0.00	394,000.00
<u>EXPENSES - PWS ELIGIBLE</u>				
xxxxxx-xxxxxxx	Contract No. 1 - Waterline Improvements	\$ 301,000.00	\$ 0.00	301,000.00
	Construction Subtotal	\$ 301,000.00	\$ 0.00	301,000.00
xxxxxx-xxxxxxx	Engineering Design	\$ 25,600.00	\$ 11,569.89	37,169.89
xxxxxx-xxxxxxx	Construction Administration/Observation	\$ 27,600.00	\$ -4,511.00	23,089.00
xxxxxx-xxxxxxx	Grant and/or Loan Assistance	\$ 0.00	\$ 0.00	0.00
xxxxxx-xxxxxxx	Land Surveying Cost	\$ 0.00	\$ 0.00	0.00
xxxxxx-xxxxxxx	Permitting	\$ 5,500.00	\$ -5,000.00	500.00
xxxxxx-xxxxxxx	Easement Preparation	\$ 0.00	\$ 0.00	0.00
xxxxxx-xxxxxxx	Legal Cost	\$ 4,200.00	\$ 0.00	4,200.00
xxxxxx-xxxxxxx	Closing Cost	\$ 7,880.00	\$ 0.00	7,880.00
xxxxxx-xxxxxxx	Other	\$ 0.00	\$ 0.00	0.00
xxxxxx-xxxxxxx	Repayment of Interim Financing	\$ 0.00	\$ 0.00	0.00
xxxxxx-xxxxxxx	Contingency	\$ 22,220.00	\$ -2,058.89	20,161.11
	SUBTOTAL ELIGIBLE EXPENSES	\$ 394,000.00	\$ 0.00	394,000.00

EXPENSES - NON-PWS ELIGIBLE

xxxxxx-xxxxxx	Funding Assistance	\$	0.00	\$	0.00	\$	0.00
xxxxxx-xxxxxx	Contingency	\$	0.00	\$	0.00	\$	0.00
	SUBTOTAL NON-PWS ELIGIBLE EXPENSES	\$	0.00	\$	0.00	\$	0.00
	TOTAL EXPENSES	\$	394,000.00	\$	0.00	\$	394,000.00

RESOLUTION NO _____
ADOPTING CAPITAL PROJECT BUDGET ORDINANCE,
FOR
BERTIE COUNTY WATER DISTRICT II
BLACK ROCK SUBDIVISION WATER IMPROVEMENTS
JUNE 17, 2013

WHEREAS, County Water District II desires to install water lines in the Black Rock Subdivision, and

WHEREAS, Public Water Supply Section (PWS) has provided the funding for a twenty (20) year Loan at 0% interest rate, and

WHEREAS, Bids have been received and Tony E. Hawley Construction Company, Inc. submitted the low bid.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF COUNTY WATER DISTRICT II:

- That Tony E. Hawley Construction Company's low bid be accepted, and
- That the attached Amended Capital Project Ordinance is hereby adopted, and
- That the Water District II is authorized to submit Part B to Public Water Supply Section (PWS), and
- That the Chairman and/or County Manager is hereby authorized to execute all related documents.

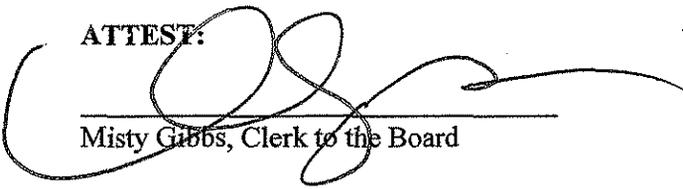
Adopted this the 17th of June, 2012



Wallace Perry, Chairman
County Water District II

(SEAL)

ATTEST:



Misty Gibbs, Clerk to the Board

BERTIE COUNTY WATER DISTRICT II
 BERTIE CO WATER DISTRICT II/11 BLACK ROCK SUBDIVISION
 PWS DWSRF WATER IMPROVEMENTS
 June 17, 2012

	BUDGET AFTER ADOPTED 11/19/12	CHANGES	BUDGET AFTER AWARD 6/17/13
<u>REVENUES - PWS ELIGIBLE</u>			
xxxxxx-xxxxxx PWS DWSRF Loan	\$ 394,000.00	\$ -120,915.10	\$ 273,084.90
xxxxxx-xxxxxx PWS DWSRF Loan Forgiveness	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx Owner Contribution	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx Sales Tax Refund - Restriction	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx Interim Financing	\$ 0.00	\$ 0.00	\$ 0.00
SUBTOTAL PWS ELIGIBLE	\$ 394,000.00	\$ -120,915.10	\$ 273,084.90
<u>REVENUES - NON-PWS ELIGIBLE</u>			
xxxxxx-xxxxxx Owner Contribution	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx Interest Earned	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx Liquidated Damages	\$ 0.00	\$ 0.00	\$ 0.00
SUBTOTAL NON-PWS ELIGIBLE	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL REVENUE	\$ 394,000.00	\$ -120,915.10	\$ 273,084.90
<u>EXPENSES - PWS ELIGIBLE</u>			
xxxxxx-xxxxxx Contract No. 1 - Waterline Improvements	\$ 301,000.00	\$ -99,975.00	\$ 201,025.00
Construction Subtotal	\$ 301,000.00	\$ -99,975.00	\$ 201,025.00
xxxxxx-xxxxxx Engineering Design	\$ 37,169.89	\$ -10,830.99	\$ 26,338.90
xxxxxx-xxxxxx Construction Administration/Observation	\$ 23,089.00	\$ 0.00	\$ 23,089.00
xxxxxx-xxxxxx Grant and/or Loand Assistance	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx Land Surveying Cost	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx Permitting	\$ 500.00	\$ 0.00	\$ 500.00
xxxxxx-xxxxxx Easement Preparation	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx Legal Cost	\$ 4,200.00	\$ 0.00	\$ 4,200.00
xxxxxx-xxxxxx Closing Cost	\$ 7,880.00	\$ 0.00	\$ 7,880.00
xxxxxx-xxxxxx Other	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx Repayment of Interim Financing	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx Contingency	\$ 20,161.11	\$ -10,109.11	\$ 10,052.00
SUBTOTAL ELIGIBLE EXPENSES	\$ 394,000.00	\$ -120,915.10	\$ 273,084.90

		BUDGET AFTER ADOPTED 11/19/12	CHANGES	BUDGET AFTER AWARD 6/17/13
<u>EXPENSES - NON-PWS ELIGIBLE</u>				
xxxxxx-xxxxxx	Funding Assistance	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx	Contingency	\$ 0.00	\$ 0.00	\$ 0.00
	SUBTOTAL NON-PWS ELIGIBLE EXPENSES	\$ 0.00	\$ 0.00	\$ 0.00
	TOTAL EXPENSES	\$ 394,000.00	\$ -120,915.10	\$ 273,084.90

orig-RBM
copy-CAFJ



North Carolina Department of Environment and Natural Resources

Division of Water Infrastructure

Pat McCrory
Governor

Kim H. Colson, P.E.
Acting Director

John E. Skvarla, III
Secretary

January 21, 2014

750 WID APPROVAL
JAN 24 2014

Mr. Scott Sauer, Interim County Manager
Bertie County Water District II
PO Box 530
Windsor, North Carolina 27983

Re: **Part B Approval**
CFDA Number: 66.468
Grant ID Number: FS-984338.11
Project Number: H-LRX-F-11-1446
PWS ID: 0408085
Applicant: Bertie County Water District II
Bertie County

Dear Mr. Sauer:

The Division of Water Infrastructure (DWI) has reviewed and accepted your *Offer and Acceptance of Loan and/or Grant for Water Supply System Project, Part B - Supplemental Project Information* (Part B), signed on November 26, 2013. The approved project budget is as follows:

Item	Proposed Part B Amounts ¹	DWI-approved Amounts
Construction Contract 1: Tony E. Hawley Construction Company	\$201,025	\$201,025
Construction Contract 2: Company Name	\$ - 0 -	\$ - 0 -
Future Contracts	\$ - 0 -	\$ - 0 -
Equipment & Materials	\$ - 0 -	\$ - 0 -
Total Construction Contracts	\$201,025	\$201,025
Contingency	\$10,052	\$10,052
Engineering Design	\$26,339	\$26,339
Permitting	\$500	\$500
Land Surveying Costs	\$ - 0 -	\$ - 0 -
Easement Preparation	\$ - 0 -	\$ - 0 -
Closing Fee (if applicable)	\$7,880	\$5,541
Construction Administration / Observation	\$23,089	\$23,089
Grant and/or Loan Administration	\$ - 0 -	\$ - 0 -
Legal Costs	\$10,500	\$10,500
Other (specify)	\$ - 0 -	\$ - 0 -
Total Costs	\$279,385	\$277,046

¹ The Proposed Part B Amounts may reflect costs that are not eligible for reimbursement.

To receive reimbursement for project expenses, follow the procedures outlined below. Submit one copy of the payment request package to one of the following addresses:

Mail Address	Physical Address (e.g., Parcels, FedEx, UPS)
Financial Services Unit Division of Water Infrastructure 1633 Mail Service Center Raleigh, North Carolina 27699-1633	Financial Services Unit Division of Water Infrastructure 512 N. Salisbury Street/Suite 1304 Raleigh, NC 27604-1170 (919) 707-9160

Each package should contain the following items, as applicable:

1. A *Reimbursement Request Form* signed by the authorized representative. You can download the form on the following website: <http://portal.ncdenr.org/web/wq/ifs/fap/apps>.
2. Invoices or other supporting documents for all work done and purchases made, such as the following:
 - a. For eligible construction costs:
 - i. Latest contractor's estimate for the amount of work completed and the cost of materials delivered and stored on the site, showing the **Time Period** covered. **Time Period** means showing both a Start Date and an End Date;
 - ii. Certification by the Applicant's consulting engineer that the estimate is correct;
 - iii. Executed change orders (if not previously furnished) for any change order work for which payment is requested;
 - iv. Signed contractor's Sales Tax Form covering the **Time Period** above.
 - b. For technical services: Invoices showing the dates over which the work was performed and describing the types of service and bases for payment, so as to be identified with the provisions of the contract.
 - c. For legal, fiscal and administrative services:
 - i. Invoices showing the dates over which the work was performed and describing the types of service and basis for payment.
 - ii. Contracts for such services not furnished previously; and
 - d. For land acquisition:
 - i. An appraisal by a state-certified appraiser to establish the fair market value, and
 - ii. A bill of sale, purchase agreement or similar instrument showing the agreed sale price for the land.
 - e. Documentation of cost for force-account work, including how time and costs devoted to this project were tracked. An authorized official must sign a record that includes the following details:
 - i. Name(s) of the employee(s),
 - ii. Hours worked on project,
 - iii. Rate(s) of pay (including fringe benefits), and
 - iv. Total dollars in reimbursement requested.
 - f. The 2% administrative fee based on the attached invoice. The DWI recommends you request reimbursement for the administrative fee with the first reimbursement request. The administrative fee is due prior to the second reimbursement request.

Note the following additional requirements:

1. The DWI cannot reimburse expenses until the applicant has delivered the executed promissory note to LGC and sent a copy to the DWI.
2. In accordance with N.C.G.S. 159-13.2, the applicant must approve funds for the project in the annual budget or by a Capital Project Ordinance.
3. The State cuts checks only once per week. Please limit requests for reimbursement to one per month.

4. The DWI cannot reimburse for items that are not in the approved budget:
 - a. The DWI will not approve payment for invoices above the approved budget amounts without a revised Part B or a DWI-approved change order to a DWI-approved contract.
 - b. For unit-price contracts, the DWI will not approve payment for quantities above the bid estimate without a DWI-approved change order.
 - c. The DWI will not reimburse force-account work without prior approval from the DWI.
5. The DWI will not reimburse more than 95 percent of project costs until all items on the Project Closeout Checklist have been satisfied, including the following:
 - a. The DWI inspector must issue a final-inspection report signifying the project is complete and all concerns have been satisfied.
 - b. The applicant must submit Engineer's and Owner's certifications.

Submit two copies of all change orders: One copy to me and another to the Division of Water Resources, Public Water Supply Section-Washington Regional Office Supervisor (Harry Bailey). Note significant change orders (anything other than changes in unit quantities) generally require a revision to the approved engineering plans and specifications.

Please call me at (919) 707-9050 should you have additional questions, or need other information.

Sincerely,



David Giachini, P.E.
Project Engineer

Enclosure: DWSRF 2% Administrative Fee Invoice

cc: Linda Ward
Reimbursement Request Accountant
Matthew Rushing, DWSRF Reporting
Harry Bailey, Washington Regional Office
Richard B. Moore, P.E., McDavid Associates, Inc., Consulting Engineer
Project File (yellow Part B folder / B-AL)