

**PERSON COUNTY BOARD OF COMMISSIONERS**  
**MEMBERS PRESENT**

**FEBRUARY 16, 2015**  
**OTHERS PRESENT**

Kyle W. Puryear  
David Newell, Sr.  
B. Ray Jeffers  
Jimmy B. Clayton  
Tracey L. Kendrick

Heidi York, County Manager  
C. Ronald Aycock, County Attorney  
Brenda B. Reaves, Clerk to the Board

The Board of Commissioners for the County of Person, North Carolina, met in regular session on Monday, February 16, 2015 at 9:00 am in the Commissioners' meeting room in the Person County Office Building.

Chairman Puryear called the meeting to order. Vice Chairman Newell was absent until 9:24 am. Commissioner Kendrick led invocation and Commissioner Clayton led the Pledge of Allegiance.

**DISCUSSION/ADJUSTMENT/APPROVAL OF AGENDA:**

A **motion** was made by Commissioner Kendrick and **carried 4-0** to approve the agenda.

**INFORMAL COMMENTS:**

The following individuals appeared before the Board to make informal comments:

Mr. Andy Withers of 42 Lakeview Estates Road, Semora addressed the Board on his thoughts related to Person County pursuing a Unified Development Ordinance asking why normal governance was not sufficient.

Mr. Johnny Lunsford of 179 Carrington Lane, Roxboro reminded the Board of the Strategic Plan direction and the voters' desire in 2008 to have adequate planning for a Senior Center and a Recreation Center.

Ms. Margaret McMann of 303 Windsor Drive, Roxboro advocated for the Board to approve the request for alcohol to be permitted at the Person County Museum, the Kirby Theatre, Mayo Park Amphitheatre and the Mayo Educational Community Center noting the opportunities to have great concerts and wedding venues at these locations.

Ms. Patricia "PJ" Gentry of 541 Byrd Creek Lane, Hurdle Mills and a commercial real estate broker commended the work by the County and City officials toward finding a Senior Center location but asked the Board to proceed cautiously as considering a recreation center and pool noting the enormous expense and liability of such unless the Board expenses the operations costs to those using the facility.

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Ms. Marji Stehle of 159 Possum Trot Lane, Semora expressed support for the Board to approve the request for alcohol to be served on certain county property noting she agreed with Margaret McMann's comments. In addition, Ms. Stehle advocated for a senior center combined with a recreational center noting the need of seniors to have access to water aerobics as well as an opportunity to increase tourism and revenue.

Mr. Michael Slaughter of 435 Holly Springs Drive, Timberlake and a representative of the Person County Arts Council noted his support of the request to serve alcohol on the proposed county property facilities in a responsible manner.

Ms. Betty Blalock of 144 Tirzah Ridge, Rougemont gave the Board a handout illustrating a map she drew outlining the streams nearby the landfill noting deaths, diseases and elevated levels of toxics associated.

Ms. Blossom Gardner of 1001 Gardner Road, Roxboro and Chair of the Person County Museum Board of Directors spoke in support of the request to serve alcohol on county owned property noting the Museum Board will work hard to regulate events in a responsible manner.

#### **DISCUSSION/ADJUSTMENT/APPROVAL OF CONSENT AGENDA:**

A **motion** was made by Commissioner Kendrick and **carried 4-0** to approve the Consent Agenda with the following items:

- A. Approval of Minutes of January 20, 2015,
- B. Approval of Minutes of February 2, 2015,
- C. NC DOT Title VI Plan for Person Area Transportation System,
- D. Budget Amendment #12, and
- E. 3-Year Renewal of Audit Contract for Fiscal Years 2015-2017

Vice Chairman Newell arrived to the meeting and participated at this point in the agenda.

## **UNFINISHED BUSINESS:**

### **SECOND READING OF THE REVISIONS TO THE ANIMAL SERVICES ORDINANCE:**

A **motion** was made by Commissioner Kendrick and **carried 5-0** to revive consideration for the Second Reading of the Revisions to the Animal Services Ordinance.

County Attorney, Ron Aycock explained the procedure that an ordinance requires unanimous adoption at the First Reading or by a simple majority at the Second Reading. Mr. Aycock noted that even as the Board did not take a vote at the First Reading, it is still valid and counted for the introduction of the topic. Mr. Aycock confirmed any such vote by the Board this date would prevail by majority vote.

County Manager, Heidi York stated the proposed revisions to the Animal Services Ordinance were discussed at the Board's February 2, 2015 meeting noting staff was requested to clarify the exemption for hunting dogs both during hunting season and during off seasons, as well as to determine whether the citations would be retained by the County or given to the schools.

Ms. York told the group that both Sections 3 and 19 contained the proposed revisions.

Mr. Aycock explained to the Board that Article IX section 7 of the NC constitution provides as follows: "The clear proceeds of all penalties and forfeitures and of all fines collected in the several counties for any breach of the penal laws of the State, shall belong to and remain in the several counties, and shall be faithfully appropriated and used exclusively for maintaining free public schools."

Ms. York noted the revised effective date was changed from April 1, 2015 to May 1, 2015 to allow time to educate citizens of the ordinance's changes, if adopted by the Board.

Commissioner Jeffers noted he was not supportive of the revisions to the Animal Services Ordinance as he did not agree with the high fees nor the running at large rules especially as the county does not have a leash law. Commissioner Jeffers asked if the committee had looked at comparable fees from other counties. Animal Services Director, Ron Shaw stated the Animal Services Committee spent a lot of time discussing the fees and considered fees from other shelters. Commissioner Newell stated the county would not accomplish its goal with the ordinance if the fees were not severe.

Chairman Puryear and Commissioner Kendrick stated agreement with Commissioner Jeffers issue with animal running at large without a county lease law.

A **motion** was made by Commissioner Jeffers and **failed 2-3** to amend the Citation Violation Fees as follows:

**February 16, 2015**

No current or displayed Rabies Tag	From \$50 to \$25
Permitting a dog to run at large	From \$50 to \$25
Allowing a female “in heat” to run at large	From \$100 to \$25
Cruelty to animals	Keep at \$100
Interfering with an Animal Services Officer	Keep at \$100
Not surrendering animal for quarantine (strike from fees due to the law gives Officers the ability to take animal)	no fee
Nuisance	From \$100 to \$25
Leaving a dangerous dog unattended unless Confined indoors or in securely enclosed and locked pen	Keep at \$100

Commissioner Jeffers and Chairman Puryear voted in favor of the motion. Vice Chairman Newell and Commissioners Kendrick and Clayton voted in opposition to the motion.

Chairman Puryear suggested the Board add this item to the work session topics to discuss following the meeting.

A **motion** was made by Chairman Puryear and **carried 3-2** to add this item to the work session following the regular meeting. Chairman Puryear, Vice Chairman Newell and Commissioner Kendrick voted in support of the motion and Commissioners Clayton and Jeffers cast the dissenting votes.

## **NEW BUSINESS:**

### **VOLUNTEER FIRE AND RESCUE CAPITAL FUNDING OPTIONS:**

Finance Director, Amy Wehrenberg presented to the Board two possible capital funding options for the Volunteer Fire and Rescue Agencies 1) Revolving Loan Program, and 2) Capital Reserve Program. Ms. Wehrenberg included a summary of the structure, funding elements, benefits, concerns, and on what basis the funds would be distributed noting if either program should be chosen, staff would bring back a formal Policy and Resolution for the next meeting that will include the authority necessary to transfer remaining funds from the existing Revolving Loan Program for Small Business Development (\$181,246) to the new approved fire and rescue capital program. Ms. Wehrenberg recommended should the Board approve one of the capital programs that the program begins at the start of the next fiscal year 2015-16. The two capital funding options are as follows:



1

## Revolving Loan Program

- Offers 0% interest loan as additional source of funding to VFD's & Rescue Squad for vehicle/equipment capital to be paid back over a specified term
- Available funding for first year?
  - Existing \$181K from existing RLP for Small Business Loans
  - General Fund
- In order for the loan program to continue, additional funds will be needed each year; minimum level to be established
- Other term options?: Required match, loan thresholds, loan fees, payback terms, penalty payment, required documents, review process, etc.
- Many decisions to be made under this program to address the risk that loans entail for both the lender and borrower

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## Revolving Loan Program (cont.)

- Funding limitations: depends on availability of funding, eligibility determination, and amount of loan(s) issued
- Some agencies have already confirmed ineligibility for program
- Addresses larger, critical capital needs for select and financially solvent fire and rescue agencies
- Agencies may not be able to apply for large amounts if it jeopardizes thresholds established by the State for other grant funding
- Loan process: average 3 month timeframe for being able to disburse funds

3

### Capital Reserve Program

- Offers additional source of funding to VFD's & Rescue Squad for vehicle/equipment capital with no payback requirement; distributed on a request/justification basis
- Available funding for first year?
  - Existing \$181K from existing RLP for Small Business Loans
  - General Fund
- A consistent funding stream would provide for a better planning tool for both the County and the agencies receiving the capital.
- Funds would be appropriated similar to the operational funds (based on # of stations in each fire district); General Fund only source of funding after first year
- Remaining funds from less than 100% requested allocations would roll forward to the next year, to be added to Board approved funds

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### Capital Reserve Program (cont.)

- Flexibility to plan ahead for larger capital needs, as well as address their most critical needs per year
- Prevents a department from waiting 5+ years for capital support (old Capital Rotation Program)
- Avoids cumbersome and lengthy loan process; average timeframe for disbursing funds is 1 month
- Limits funding streams to come under required thresholds set by the State for grant opportunities
- Can contribute to lowering fire insurance rating, reducing the homeowner's insurance cost for residents in those districts.

5	
Program Comparison Summary	
<ul style="list-style-type: none"><li>• Revolving Loan Program<ul style="list-style-type: none"><li>✓ Offers 0% interest loan for specified term</li><li>✓ Provides <u>larger</u> amount to eligible agency</li><li>✓ Funding sources are General Fund &amp; debt pyts</li><li>✓ Distributed on request &amp; eligibility basis</li><li>✓ Average timespan to disburse funds: 3 months</li></ul></li></ul>	<ul style="list-style-type: none"><li>• Capital Reserve Program<ul style="list-style-type: none"><li>✓ Offers capital support with no payback requirement</li><li>✓ Provides a smaller pro-rata portion to <u>all</u> agencies</li><li>✓ Funding source is General Fund only</li><li>✓ Distributed on request &amp; justification basis</li><li>✓ Average timespan to disburse funds: 1 month</li></ul></li></ul>

QUESTIONS?

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Ms. Wehrenberg estimated whichever program the Board decided upon would need funding for at least five years.

Commissioner Clayton stated the rotation program used years ago worked well for the volunteer fire departments to plan for capital purchases.

Commissioner Jeffers asked staff about purchasing supplies in bulk. Ms. Wehrenberg stated the volunteer fire departments have the ability to pool purchases noting the county would not have any more buying power. Ms. Wehrenberg stated the initial requests she had reviewed included equipment that was due to be upgraded. Commissioner Jeffers noted the desire of the Fire Chiefs was to have the same equipment compatible across all volunteer fire stations.

Commissioner Kendrick asked if the Capital Reserve Program could be available to county departments. Ms. Wehrenberg stated affirmatively noting it was a decision for the Board.

Vice Chairman Newell asked about and advocated for the state grants available to the volunteer fire departments and county departments. Ms. Wehrenberg encouraged fire and rescue departments to pursue such grants and to use the Capital Reserve Program to apply for the matching funds.

Commissioner Jeffers, the commissioner representative on the Fire Chief's Association, requested for the County Manager and staff to attend the next Chief's meeting in March to present the capital options and to get feedback from them.

It was the consensus of the Board to direct staff to proceed with the Capital Reserve Program for 2015-2016 and present such to the Fire Chiefs in March.

**REQUEST FOR SPECIAL USE PERMITTING POLICY AT SPECIFIC RECREATION, ARTS AND PARKS FACILITIES AND PERSON COUNTY MUSEUM AND THE FIRST READING OF A REVISED PERSON COUNTY ORDINANCE REGULATING POSSESSION OR CONSUMPTION OF MALT BEVERAGES OR FORTIFIED WINE ON COUNTY PROPERTY:**

Mr. Donald Long, Chairman of the Recreation Advisory Board requested on the behalf of the Person County Recreation Advisory Board (RAB) consideration for Special Use Permitting of Alcohol Beverages for specific rental facilities and performance venues. At the February 4, 2015 meeting the RAB voted unanimously to bring the request back to the Person County Board of Commissioners to reconsider the proposed Special Use Permit/Policy and Revised Person County Ordinance Regulating Possession or Consumption of Malt Beverages or Fortified Wine on County Property. The Recreation Advisory Board is requesting consideration from the Board of Commissioners to adopt the Special Use Alcohol Permit/Policy and the revised Person County Ordinance Regulating

Possession or Consumption of Malt Beverages or Fortified Wine on County Property for specific facilities including:  
DESIGNATED BOUNDARIES.

1. **Mayo Park Amphitheater** in the concrete seating areas directly in front of the stage, the grass seating area directly in front of the stage in an area 200 feet long by 130 feet wide and in the stage area within 50 feet from the left, right and back of the stage.
2. **Mayo Park Environmental Community Center** within the center and within 50 feet from all sides of the building.
3. **Kirby Cultural Arts Complex** within Gallery front room (main gallery), Community Gallery (Hallway) and main theatre seating area (both upstairs and downstairs).
4. **Person County Museum Grounds** within the museum and no further than 50 feet from the property line.

Mr. Long presented for Board approval for the following policies and ordinance:

1. Special Use Alcohol Permit and Policy for Specific County Recreation Facilities, and
2. Revised Person County Ordinance Regulating Possession or Consumption of Malt Beverages or Fortified Wine on County Property.

The revised Person County Ordinance Regulating Possession or Consumption of Malt Beverages or Fortified Wine on County Property as presented would need to be adopted at the first reading by unanimous vote. If not unanimous, a second reading will take place at the Board's next regular scheduled meeting to which a majority vote will rule.

A **motion** was made by Commissioner Jeffers and **carried by majority vote 3-2** to approve the Special Use Alcohol Permit and Policy for Specific County Recreation Facilities, and Revised Person County Ordinance Regulating Possession or Consumption of Malt Beverages or Fortified Wine on County Property as presented. Chairman Puryear and Commissioners Jeffers and Kendrick voted in support of the motion. Vice Chairman Newell and Commissioner Clayton cast the dissenting votes noting philosophical and liability issues with serving alcohol at events where youth attend. As the vote at the First Reading was not unanimous the Second Reading for this item will be on the Board's March 2, 2015 agenda.

## **KIRBY SECOND FLOOR RENTAL RATES AND FEES:**

Mr. John Hill, Director of the Person County Recreation, Arts, and Parks Department stated the Person County Recreation, Arts, and Parks Department along with its partners from Piedmont Community College (PCC) Cultural Arts Division have worked together to devise the fee structure for the newly renovated second floor of the Kirby Cultural Arts Complex. The fee structure was devised through research conducted by the Assistant Manager's intern, Parks and Recreation Staff, and PCC Cultural Arts Staff. Research was conducted by viewing neighboring cities and counties that have like facilities with similar uses. The fee structure was devised in a manner that will generate revenue while preventing the facility from being price restrictive to all user groups.

Mr. Hill noted the fee structure for the Kirby second floor was presented to the Recreation Advisory Board at their February 4, 2015 meeting for discussion and input. The Recreation Advisory Board unanimously agreed with the fees and recommended for approval by the Board of Commissioners. Mr. Hill explained the categories and fees for use of the space: Category I users from public supported schools and county government agencies will not have a charge unless the Kirby staff is utilized outside normal operational hours (8:00 am – 5:00 pm) and/or additional staff is needed. Category II users include private, non-profit organizations and agencies in Person County that have a tax exempt number or are supported by tax funds of the community will be charged a fee as recommend. Category III users include private, profit making organizations and agencies will be charged a fee as recommended.

Mr. Hill advocated to have the Kirby second floor rental rates and fees to be in place for the second floor operation/business in March 2015.

Mr. Hill and County Manager, Heidi York confirmed the fees will be reevaluated during the budget process.

A **motion** was made by Commissioner Kendrick and **carried 5-0** to approve the Kirby Second Floor Rental Rates and Fees as presented.

## **RENTAL, PERSONNEL, AND EQUIPMENT RATES FOR KIRBY CULTURAL ARTS COMPLEX**

Fees for holiday dates will be double the regular rental fees for the facility as well as equipment and personnel, if available.

A. SECURITY DEPOSIT      \$200.00 - FOR AUDITORIUM AND WHOLE SECOND FLOOR RENTAL

### B. EXPLANATION OF CATEGORIES AND FEES FOR BUILDING USE:

CATEGORY I Public supported schools of Person County and Person County governmental agencies  
PERFORMANCES, REHEARSALS, SECOND FLOOR STUDIO RENTAL, SECOND FLOOR HALL  
RENTAL & SECOND FLOOR WHOLE FLOOR RENTAL      No Charge – Unless Kirby Staff is  
utilized outside normal operational hours (8-5) and/or additional staff is needed.

CATEGORY II Private, non-profit organizations and agencies in Person County that have a tax-  
exempt number or are supported by tax funds of the community. (Documentation of tax-  
exempt status must be provided.)

AUDITORIUM PERFORMANCES	\$200.00 per
performance	
AUDITORIUM REHEARSALS	\$25.00 per hour
SECOND FLOOR STUDIO RENTAL	\$10/hour,
\$40/day	
SECOND FLOOR HALL RENTAL	\$20/hour,
\$80/day	
SECOND FLOOR - WHOLE FLOOR RENTAL	\$75/hour,
\$300/day	

CATEGORY III	Private, profit making organizations and agencies	
	AUDITORIUM PERFORMANCES	\$300.00 per
	performance	
	AUDITORIUM REHEARSALS	\$25.00 per hour
	SECOND FLOOR STUDIO RENTAL	\$20/hour,
	\$80/day	
	SECOND FLOOR HALL RENTAL	\$30/hour,
	\$120/day	
	SECOND FLOOR - WHOLE FLOOR RENTAL	\$100/hour,
	\$400/day	

ALL CATEGORIES      **CONCESSION FEE:**      \$25 per day

### C. EVENT PERSONNEL AND EQUIPMENT RATES

1.      **LIGHTING:**  
SPOTLIGHT TECHNICIAN      \$12.00 per hour (minimum 2 hour rental)  
SPOTLIGHT EQUIPMENT  
Category I      No Charge  
Category II & III      \$10.00 per hour (minimum 2 hour rental)  
LIGHTING TECHNICIAN      \$17.00 per hour (minimum 2 hour rental)
2.      **SOUND:**  
SOUND TECHNICIAN      \$17.00 per hour (minimum 2 hour rental)  
SOUND EQUIPMENT  
Category I      No Charge  
Category II      \$10.00 per hour for rehearsals and performances  
Category III      \$50.00 per performance  
\$10.00 per hour for rehearsals
3.      **HOUSE MANAGERS/EVENT STAFF:**      \$10.00 per hour

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4. PIANO TUNING ON DEMAND \$150.00
5. PIANO RELOCATION TUNING – (Done upon return to auditorium floor level) – Lessee uses own manpower under Kirby staff supervision and are responsible for any damage when moving the piano from auditorium floor level to stage level and the return of the piano to the floor level after performance. Tuning of piano is mandatory when returned to floor. \$150.00
6. TICKET SALES – Transactions for tickets will be processed by Person County and check will be requested minus the ticket fees after last rental date. Ticket Sales are subject to any additional sales tax and processing fees.
 

For tickets \$1-10	\$0.50
For tickets \$11-\$15	\$1.00
For tickets \$16-\$20	\$1.50
For tickets \$21-up	\$2.00

Adopted – July 10, 2002 – Recreation Advisory Board, Effective – July 10, 2002; Revised – March 3, 2004 – Recreation Advisory Board, Effective – March 15, 2004; Revised – April 7, 2004; Revised – January 19, 2011; Adopted – March 7, 2012 – Recreation Advisory Board; Revised – July 1, 2012; Revised July 3, 2013 – Recreation Advisory Board; Adopted – January 8, 2014 – Recreation Advisory Board; Adopted – February 4, 2015 – Recreation Advisory Board



Chairman Puryear announced a brief recess at 10:45 am and the meeting reconvened at 10:54 am.

**PUBLIC SAFETY COMMUNICATION TOWERS LEASE DOCUMENTS:**

Assistant County Manager, Sybil Tate presented the final lease document for the Bethel Hill tower noting the terms of the lease were agreed upon at the Board's February 3, 2015 meeting.

Ms. Tate noted the Woodland tower site belongs to the county and is leased to the Board of Education. In order to lease the tower site to the State, the county must amend the lease with the Board of Education, releasing the area where the tower will be built. Ms. Tate presented a draft of the lease amendment to the Board noting once the amendment is approved, the State will lease the property from the county. Ms. Tate stated the State Highway Patrol will follow the same leasing procedure as was used to lease the Critcher-Wilkerson site from Person County.

Ms. Tate requested Board approval of both the Bethel Hill tower lease and the lease amendment for the Woodland tower. Ms. Tate stated the leases would be ready for the Chairman to sign when the final surveys were completed.

A **motion** was made by Commissioner Kendrick and **carried 5-0** to approve both the Bethel Hill tower lease and the lease amendment for the Woodland tower.

NORTH CAROLINA  
PERSON COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this XX day of XXXXXX, 2015, by and between the Person County Board of Commissioners (hereinafter referred to as the "County"), and Bethel Hill Charter School (hereinafter referred to as "Bethel Hill").

WITNESSETH:

WHEREAS, the County and Bethel Hill wish to work together to improve public safety communication and broadband access in the unserved areas of Person County for economic development and educational purposes; and

WHEREAS, the County has agreed to construct a communications tower, which will also accommodate broadband equipment, at Bethel Hill Charter School, provided that it can obtain a lease for the property; and

NOW THEREFORE, Bethel Hill does hereby rent, lease and demise unto the County for the term and under the terms and conditions hereinafter set forth, the Premises with all rights, privileges and appurtenances thereto belonging.

The terms and conditions of this Lease are as follows:

- 1. Premises.** Bethel Hill hereby leases to the County the fenced land containing .105 acres or 4,580 square feet shown and described as "Bethel Hill" on the survey attached and titled "Exhibit A." The area shown and described on the survey shall be hereinafter referred to as the "Premises." The Premises shall consist of non-exclusive space to accommodate a 300' self-supported communication tower ("Tower") constructed by the County. The Tower may include antennas and equipment (as described below) at differing heights. The tower shall have a 150 foot fall zone or 1.62 acres.
- 2. Term.** The term of this Lease shall be for a period of twenty-five (25) years, commencing on the X day of X, 2015 and terminating on the X day of X, 2040 (the "Initial Term"). This Lease shall automatically be renewed for one (1) additional twenty-five (25) year period (the "Renewal Term") upon all the terms and conditions set forth in this Lease; provided that Bethel Hill, in its sole discretion, may elect not to renew this Lease by giving the County not less than six (6) months advance written notice prior to the end of the Initial Term (the Initial Term and the Renewal Term are collectively referred to herein

as the "Term").

3. **Rent.** County shall pay to the Board as rental for the Premises, the sum of ONE DOLLAR (\$1.00) for the Term.
4. **Use and Equipment.** The County may use the Premises for the purpose of constructing and installing a 300' self-supported communications tower (the "Tower"), equipment building (the "Building"), concrete generator pad, ice bridge structure and fencing and for the purpose of installing, operating, maintaining, repairing, replacing and removing, intellirepeaters, microwave dishes, batteries, chargers, UPS, generator transfer switch(s), antennas, broadband equipment, transmission lines, waveguides, cables, wires, receivers, generators(s) and any other equipment deemed necessary for completion of the project (all such equipment whether located in the Building or on the Tower being collectively referred to herein as the "Communications Equipment"). The County's use of the Premises shall be in accordance with all applicable Federal, State and local governmental laws and regulations.
5. **Maintenance/Utilities.** During the Term, the County shall be responsible, at its own expense, to maintain and operate the Tower, including, but not limited to all utility charges attributable to the use of the Premises. The County shall repair at its own expense damage to the Tower, the Building or the Communications Equipment, which is the result of the County's use of the Premises except if such cost arises out of the negligent or wrongful acts or omissions of Bethel Hill, its contractors or agents.
6. **Access.** Bethel Hill grants to the County an easement for ingress and egress for the Term over and upon such portion of its property lying between the Premises and public right(s) of way. Specifically, the county shall have an easement for ingress and egress for the Term over and option that certain roadway identified and being more particularly described as "Existing Earthen Access Drive to be Upgraded with Gravel" on "EXHIBIT A", so that the County may access the Premises for the purposes set forth herein. Bethel Hill warrants and represents that it has the right to convey the easement(s) for ingress and egress hereby granted. The County shall be responsible for the cost of repairing any damage caused by the County's use of such roadways.
7. **Insurance.** The County shall maintain at all times during the term of this Lease, at its sole expense, liability insurance in the minimum amounts of \$500,000.00 in case of injury to one person, \$1,000,000.00 in the case of injury to more than one person in the same occurrence, and \$250,000.00 in the case damage to property caused by the negligence or tort of any agent or employee of the County when acting within the scope of his authority or the course of his employment in performing the activities on or about the Premises. The County shall indemnify, protect and save harmless Bethel Hill from and against loss or damage to any equipment or improvements placed by the County on the Premises. Bethel Hill shall not be liable for any injuries or death of any persons suffered by reason of the County's use or maintenance of the Premises.

- 8. Governmental Approvals and Compliance.** The County agrees that the Tower and its operations shall meet applicable rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA"), as well as all applicable State codes and regulations. The County, at its sole cost and expense, shall obtain any necessary governmental licenses or authorizations required for installation, repair, alteration, improvement, or expansion of its Communications Equipment and shall comply with government regulations applicable to its operations, including those of the FCC and FAA.
- 9. Security.** The County agrees and acknowledges that the Tower and the Building will be secured by a locked fence.
- 10. Right to Terminate.** The County may terminate this Lease, at its option, after giving not less than sixty (60) days' notice, if:
- a. Any governmental agency denies a request by the County for or revokes a permit, license or approval, which is required for the County to install or operate the Tower, the Building or the Communication Equipment on the Premises; or
  - b. The County determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonable be corrected, preclude the County from using the Premises for its intended purpose; or
  - c. Utilities necessary for the County's use of the Premises are not available to the Premises; or
  - d. The Premises or Tower is damaged or destroyed to an extent, which prohibits or materially interferes with the County's use of the Premises; or
  - e. The County determines, in its sole discretion, that the Premises is no longer needed.
- 11. Termination.** Upon termination, the County shall remove from the Premises: (i) the Tower; (ii) the Building and (iii) the Communications Equipment and any other items belonging to the County within 1 calendar year of termination, unless Bethel Hill Charter School choses to take possession of the tower and service facilities. The County hereby agrees to repair to the reasonable satisfaction of the Board any portion of the Premises damaged by the removal of the Tower, building or Communications Equipment.
- 12. Sublease.** The county may lease space on the tower to cell carriers, broadband carriers, and any other revenue-generating leasee approved by the county. Bethel Hill Charter School Board Chairman and Principal shall be notified of any Sublease and full terms of any sublease agreement. Bethel Hill Charter will also be notified if there is any exchange of services agreement with any organization or business that uses the communications tower.

- 13. Revenues.** Revenues will be shared at a rate of 33.5% for Bethel Hill and 66.5% for the County, until the total capital cost of the tower is recouped. The tower cost is estimated at \$582,000, but the final cost will be determined after construction. Once the capital cost is recouped, revenues will be split 50/50 between Bethel Hill and the County.
- 14. Modification.** No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless made in writing and signed and agreed to by both Parties.
- 15. Binding Effect.** Subject to the provisions herein, this Lease shall extend to and bind the Parties and their heirs, executors, administrators, successors and assigns.
- 16. Applicable Law.** This Lease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles.
- 17. Effect of Waiver.** The failure of either Bethel Hill or the County to insist in any instance upon strict performance of any of the terms and conditions set forth in this Lease shall not be construed as a waiver of the same in any other instance.
- 18. Severability.** In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 19. Notices.** All notices herein provided to be given, or which may be given by either Bethel Hill or the County to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

to the County: Person County  
Attn: Heidi York  
304 S. Morgan Street. Room 212  
Roxboro, North Carolina 27573

to the Principal: Bethel Hill Charter School  
Attn: Stephen Hester  
401 Bethel Hill School Road  
Roxboro, North Carolina 27574

to the Bethel Hill Charter School Board Chairperson:  
Attn: Joe Berryhill  
550 Berryhill Road  
Roxboro, North Carolina 27574

IN WITNESS THEREOF, Bethel Hill Charter School has caused this agreement to be signed in its name by its Chairman, attested by its Secretary, and sealed with its corporate seal, and the County has caused this Agreement to be signed in its name by its Chairman, attested by its Clerk and sealed with its official seal, and by all authority duly given, the day and year first above written.

BETHEL HILL  
CHARTER SCHOOL

PERSON COUNTY  
BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Joseph Berryhill, Chairman

BY: \_\_\_\_\_  
Kyle Puryear, Chairman

SEAL

SEAL

ATTEST:

ATTEST:

\_\_\_\_\_  
Stephen Hester, Principal

\_\_\_\_\_  
Brenda B. Reaves, Clerk to the Board



NORTH CAROLINA  
PERSON COUNTY

**FIRST AMENDMENT TO LEASE**

**THIS AGREEMENT**, made and entered into this the 3<sup>rd</sup> day of March, 2015, by and between Person County, North Carolina, a body corporate and politic ("Lessor"); and Person County Board of Education, a body corporate and politic ("Lessee");

**WITNESSETH:**

THAT WHEREAS, Lessor heretofore entered into a certain Lease Agreement dated May 16, 2006 and recorded in Book 587, Page 130, Person County Registry (the "Lease") with respect to a portion of the real property known as Woodland Elementary School, Roxboro, North Carolina, and more particularly described on Exhibit A attached to the Lease (the "Premises");

AND WHEREAS, the parties desire that a portion of the Premises be released from the Lease in order that the Lessor may lease same directly to the State of North Carolina for purposes of construction, operation and maintenance of a telecommunications tower;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1

The description of the Premises as contained on Exhibit A to the Lease is hereby amended to delete from it the telecommunications compound area and the access and utility easement and fall radius easement as are more particularly described on Exhibit A attached hereto.

February 16, 2015



2

Except as amended herein, the Lease shall otherwise continue in full force and effect according to its terms.

3

This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

IN WITNESS WHEREOF, the parties have caused the due execution hereof in their corporate names by their duly authorized officers, this the day and year first above written.

**PERSON COUNTY, NORTH CAROLINA**

  
By: Kyle Puryear  
Chair, Person County Board of Commissioners

Attest:

  
Brenda Reaves  
Clerk to the Board of Commissioners

**PERSON COUNTY BOARD OF EDUCATION**

  
By: Gordon Powell, Chair

Attest:

  
Danny Holloman  
Secretary

February 16, 2015

NORTH CAROLINA  
PERSON COUNTY

I, a Notary Public of the County and State aforesaid, certify that Brenda Reaves personally appeared before me this day and acknowledged that she is Clerk to the Board of Commissioners for the County of Person, North Carolina and that by authority duly given and as the act of said County, the foregoing instrument was signed in its name by the Chairman of said Board of Commissioners and attested by her as Clerk to said Board of Commissioners.

Witness my hand and official seal, this the 2<sup>nd</sup> day of March, 2015.



Sonya W. Carver  
Notary Public

Sonya W. Carver  
Printed or Typed Name

My Commission Expires: 3-17-19

NORTH CAROLINA  
PERSON COUNTY

I, a Notary Public of the County and State aforesaid, certify that Danny Holloman personally appeared before me this day and acknowledged that he is Secretary to the Person County Board of Education and that by authority duly given and as the act of said Board of Education, the foregoing instrument was signed in its name by its Chairman and attested by him as Secretary to said Board of Education.

Witness my hand and official seal, this the 3<sup>rd</sup> day of March, 2015.

Teresa C. Shotwell  
Notary Public

Teresa C. Shotwell  
Printed or Typed Name

My Commission Expires: 12-13-19



## **EATON ADMINISTRATIVE CLARIFICATION OF EXISTING FINANCIAL INCENTIVE AGREEMENT:**

Economic Development Director, Stuart Gilbert presented to the Board a request to allow 41 ATS Corporation employees to be included in the baseline numbers of “employees” for the Eaton Corporation financial incentive agreement with Person County. ATS is a temporary agency managing these 41 employees through a contract with Eaton. The new corporation tax manager for Eaton Corporation requested this clarification so that both Eaton Corporation and the Person County Board of Commissioners were in support of this administrative clarification that was not thoroughly quantified in the existing economic development financial incentive agreement approved years ago.

Mr. Gilbert stated the Economic Development Commission (EDC) at its January meeting approved the administrative clarification for Eaton’s financial incentives agreements. Mr. Gilbert confirmed the EDC supported an administrative clarification to the existing Eaton Corporation Financial Incentive Agreement with Person County.

In addition, Mr. Gilbert requested Board approval to of the draft letter to Eaton Corporation as a follow up to Eaton’s request for clarification related to the financial incentive agreements with both the City of Roxboro and Person County noting the County’s Attorney, Ron Aycock has approved the legal ability of Person County to follow this course of action. Mr. Gilbert noted he appeared before City Council on February 10, 2015 at which time the same request for an administrative clarification was reviewed and approved.

A **motion** was made by Commissioner Clayton and **carried 5-0** to allow 41 ATS Corporation employees to be included in the baseline numbers of employees for the Eaton Corporation financial incentive agreement as well as approve sending a letter confirming such action.

## **CHAIRMAN’S REPORT:**

Chairman Puryear reported that the Economic Development Commission will be meeting on February 19, 2015 at 8:00 am as well as the Homebuilders Association will be meeting to discuss storm water issues on February 17, 2015.

## **MANAGER’S REPORT:**

County Manager, Heidi York reported the Airport Commission would be meeting on February 17, 2015 at 2:00 pm in the Board room.

## **COMMISSIONER REPORT/COMMENTS:**

Commissioner Jeffers asked the County Manager to report back to the Board related to volunteer fire department training opportunities offered by EMS as well as the number attending such training sessions.

Commissioner Jeffers reported a warming center would be offered February 18-20, 2015 from 5:00 pm – 10:00 pm at Warren's Grove United Methodist Church.

Commissioner Kendrick requested a copy of the contract between Person County and the attorney representing the Granville County Storm water Utility. Commissioner Kendrick stated his request derived from a non-government agency requesting the attorney to discuss storm water issues to which a fee would be charged to the contract. Chairman Puryear added that a clarification for staff to review related to Board members being fined by the EPA for penalty for noncompliance.

Commissioner Clayton requested the Planning Director, Mike Ciriello to review the Storm water Ordinance.

Vice Chairman Newell had no comments.

## **CLOSED SESSION #1:**

A **motion** was made by Commissioner Kendrick and **carried 5-0** to enter Closed Session per General Statute 143-318.11(a)(5) to consider the acquisition or lease of real property with the following individuals permitted to attend: County Manager, Heidi York, Clerk to the Board, Brenda Reaves, County Attorney, Ron Aycock, Assistant County Manager, Sybil Tate, General Services Director, Ray Foushee and Finance Director, Amy Wehrenberg at 11:06 am.

A **motion** was made by Vice Chairman Newell and **carried 5-0** to return to open session at 11:33 am.

## **RECESS THE MEETING TO TIME OF WORK SESSION**

A **motion** was made by Vice Chairman Newell and **carried 5-0** to recess the meeting briefly prior to reconvening the meeting for the Board to hold a work session to address the following topics:

**February 16, 2015**

## **FUTURE WASTE MANAGEMENT OPTIONS:**

County Manager, Heidi York introduced Mr. Chris Gustin who has been hired by Republic for the position formerly held by Greg Duhon.

Ms. York stated at the Board's January 5<sup>th</sup> meeting, Commissioner Kendrick requested that the Board of Commissioners begin discussing the existing landfill contract with Republic Services. The contract is set to expire on August 7, 2017. Specifically, he directed the Manager and Attorney to begin negotiations with Republic Services for a contract renewal, while at the same time, he wanted the Manager to research other options for solid waste disposal for Person County. These options included operating a county-owned landfill, setting up transfer stations, and/or taking our trash to another regional landfill outside of Person County.

Ms. York presented to the Board the following memo in response to Commissioner Kendrick's requests. Also included in the research are additional definitions requested by Commissioner Newell; a map of nearby landfill and transfer stations; a comparison of tipping fees across the State; and a summary of the highlights of landfill franchise contracts with Republic Services for the City of Concord and Caldwell County as comparisons. Ms. York noted that a folder titled Landfill Documents has been added to the Board's Drop Box that contains the memo, the comparable landfill contracts. The Board requested another contract to add for informational use is the contract for Brunswick in Lawrenceville VA.

### **Future Waste Management Options for Person County**

#### **Background**

The contract and franchise agreement between Republic and the County for the operation of Upper Piedmont Landfill expires on August 7, 2017. Currently, the County receives an estimated \$530,000/year in host fee revenues, an additional \$25,000/year in funding for promoting recycling and \$30,214/year in tax revenues. The County does not have any direct costs associated with solid waste because it does not provide waste collection services to citizens, but the City of Roxboro provides collection service to all of its residents. City residents do not pay a solid waste collection fee, the cost of collection is paid for from their General Fund. Private collection companies may collect from residents in the unincorporated portions of the County. Both the City and private haulers currently pay tipping fees to Republic. The current tipping fee plus tax is \$40.22 per ton.

#### **Impact of PCPride Lawsuit**

In 2008, Republic sought authority to extend the "footprint" of its landfill. In order to do so, Republic needed the Board of County Commissioners to approve a special use permit. PCPride filed a lawsuit to effectively enjoin the County from issuing the special use permit. The final disposition of the lawsuit was the entry of a voluntary dismissal of its lawsuit by PCPride with the right to file it again in the future and an agreement between the County

and PCPride that no further action on the special use permit would be taken by the County until certain further analysis was undertaken by the County and that PCPride would be informed of that analysis. The County was required to inform PCPride of its intention to move forward on the special use application prior to taking any further action. Subsequent to this settlement agreement, Republic determined that it no longer needed the extension of the footprint of its landfill site and abandoned the special use permit. This lawsuit affected only the proposed additional land and had no effect on the existing land fill site. The lawsuit will have no effect on a new contract regarding the existing site or a new franchise, which would have to be granted.

### **Options for Future Waste Management**

1. Negotiate up to a 30 year contract and adopt a franchise agreement for up to 30 years.
  - a. *Budgetary Impact:* potential to increase revenues
  - b. *Process:*
    - i. Authorize negotiating team to begin discussions
    - ii. Send a letter of intent to negotiate in good faith to Republic
    - iii. Provide negotiating team with parameters for negotiating
    - iv. Conclude negotiations and agree to a contract
    - v. 30 day public notice before a required public hearing on the franchise ordinance
    - vi. Franchise ordinance must be adopted at two regular meetings
    - vii. Republic begins new permit process, includes public hearings and various studies
  - c. *Timeframe:* 1.5 – 2 years

Ms. York stated when she and Mr. Duhon met, he shared interest in renegotiating in good faith upon a letter of intent from the county noting Republic requested ability to extend the area(s) from which waste can be accepted as well as to increase the cap of receivables.

2. Extend the franchise agreement up to 10 years. Even though the contract allows the County to extend the contract for 10, 1 year agreements, it would be impractical to renew the franchise agreement and contract each year.
  - a. *Budgetary Impact:* May be able to negotiate some additional funding
  - b. *Process:*
    - i. 30 day public notice before the public hearing
    - ii. Franchise agreement must be adopted at two regular meetingsA contract would follow the adoption of the franchise agreement.
  - c. *Timeframe:* Minimum of 3 months

This option to extend the franchise agreement would provide the quickest solution past the 2017 contract expiration as well as for the County to exercise its right for the same terms as in the existing contract.

3. Let the contract expire. The landfill will close. Republic will pay the closure and maintenance costs for at least 30 years. The county would lose \$585K in annual revenues. If the contract expires, then the county would have the following options for solid waste management:
- a. Build a county-owned and operated landfill
    - i. *Budgetary Impact:* \$3.8M capital, \$1.1M annual operating (estimate based on Granville County's new landfill)
    - ii. *Process:* Hire a consultant to determine the costs, location, tipping fee, etc. Cost: \$50,000. The Board was interested in knowing what exactly the consultant would do for \$50,000.
    - iii. *Timeline:* 2-3 years
  - b. Build a transfer station/upgrade the existing transfer station and haul waste to Granville County's landfill or other nearby landfill. The existing transfer station may be able to be up-fitted. The County would need to obtain a new permit, hire staff and charge a tipping fee. Board members felt more transfer stations would need to be added throughout the county.
    - i. *Budgetary impact:* \$1M capital cost, \$2.7M annual operating (estimate based on Vance and Franklin County's transfer stations; Vance County charges \$65/ton at their transfer station)
    - ii. *Process:* Hire a consultant to determine the costs, location, tipping fee, etc. Cost: \$30,000
    - iii. *Timeline:* 2 years
  - c. Individuals/Businesses can direct haul waste to Granville County's landfill or other nearby landfill. Commissioner Kendrick stated item c as not a viable option due to air pollution with a result of more individual barrel burning.
    - i. *Budgetary Impact:* No budgetary impact on County government but county residents would have to travel further and pay a higher tipping fee (Republic charges \$40.22 compared to Granville charges \$42 per ton) Granville's tipping fee covers the costs of operating.
    - ii. *Process:* No action required.
  - d. Find another private waste company to own and operate a landfill
    - i. *Budgetary Impact:* potential to increase revenues
    - ii. *Process:*
      - 1. Release an RFP for landfill services
      - 2. Negotiate a contract
      - 3. Adopt a franchise ordinance
    - iii. *Timeline:* 3-4 years



## ***Appendix A: Definitions***

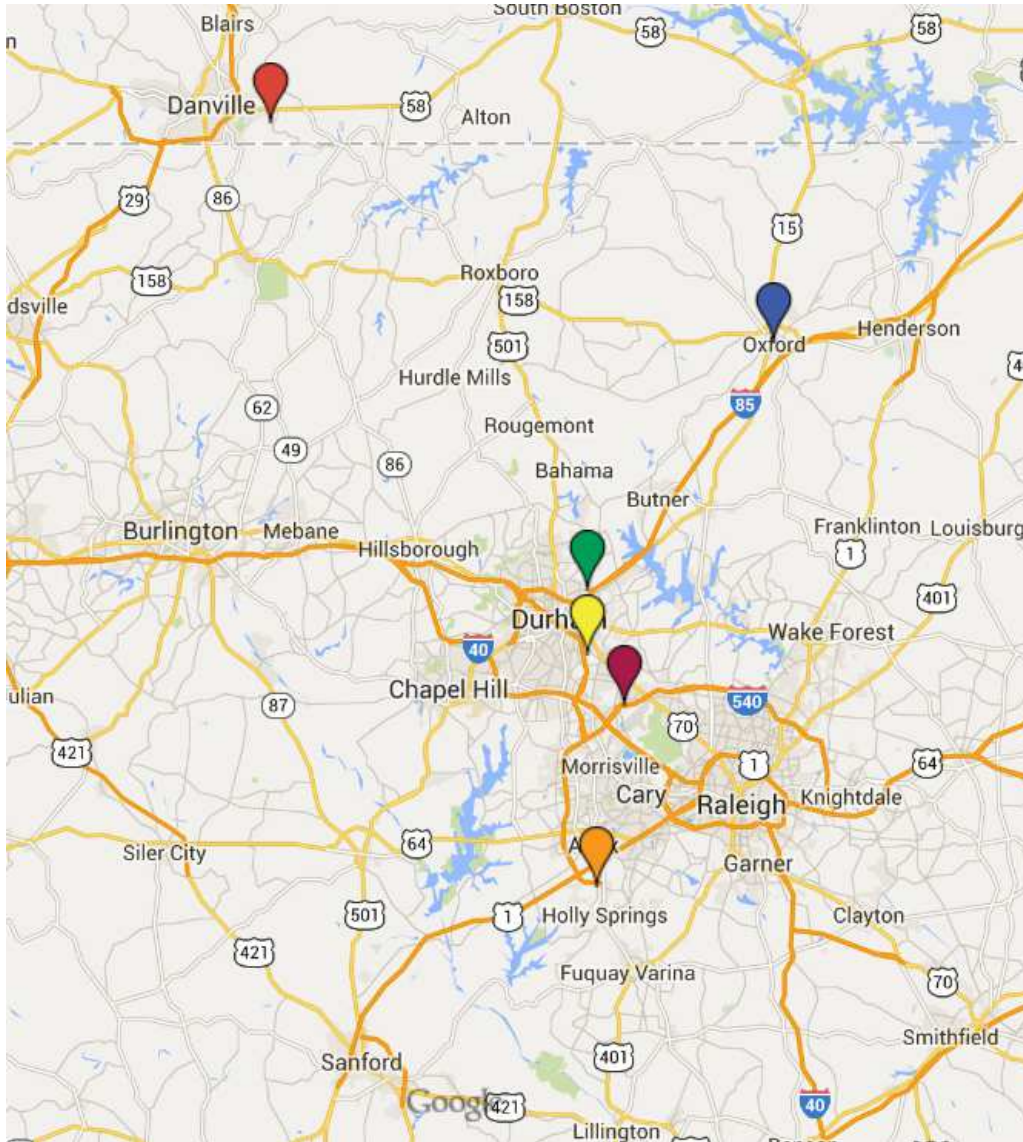
### **Hazardous Waste (as defined by the EPA)**

- Listed Wastes: Wastes that EPA has determined are hazardous. The lists include the F-list (wastes from common manufacturing and industrial processes), K-list (wastes from specific industries), and P- and U-lists (wastes from commercial chemical products).
- Characteristic Wastes: Wastes that do not meet any of the listings above but that exhibit ignitability, corrosivity, reactivity, or toxicity.
- Universal Wastes: Batteries, pesticides, mercury-containing equipment (e.g., thermostats) and lamps (e.g., fluorescent bulbs).
- Mixed Wastes: Waste that contains both radioactive and hazardous waste components.

**Daily Cover/Alternative Daily Cover** (as defined by NCDENR) - Part .1626(2)(a) states: *Except as provided in Sub-Item (b) of this Item, the owners or operators of all MSWLF units must cover disposed solid waste with six inches of earthen material at the end of each operating day, or at more frequent intervals if necessary, to control disease vectors, fires, odors, blowing litter, and scavenging.*

Part .1626(2)(b) states: *Alternative materials of an alternative thickness (other than at least six inches of earthen material) may be approved by the Division if the owner or operator demonstrates that the alternative material and thickness control disease vectors , fires , odors , blowing litter, and scavenging without presenting a threat to human health and the environment, in accordance with 40 CFR Part 258.21. A MSWLF owner or operator may apply for a generic approval of an alternative cover material, which would extend to all MSWLF units.*

**Appendix B: Nearby Landfill/Transfer Station map (NC and VA)**



**Appendix C: Comparison of tipping fees, FY13-14**

Permit_Name	PrimaryWaste_Type	County	Tip Fee	Include Tax?
Austin Quarter C&D Unit	CD	Alamance	\$ 32.00	Yes
Cobles C&D Landfill	CD	Alamance	\$ 30.00	Yes
Alexander County CDLF	CD	Alexander	\$ 50.00	Yes
Avery County C&D Landfill	CD	Avery	\$ 45.00	Yes
Buncombe County C&D Unit	CD	Buncombe	\$ 43.00	Yes
Cabarrus County CDLF	CD	Cabarrus	\$ 37.00	Yes
Highway 49 C&D Landfill And RecyclingGreenway Waste	CD	Cabarrus	\$ 37.00	Yes
Blackburn Resource Recovery Facility	CD	Catawba	\$ 23.00	Yes
Fort Bragg C&D Landfill	CD	Cumberland	\$ -	No
Dare County C&D Landfill	CD	Dare	\$ 65.00	Yes
Davidson County CDLF	CD	Davidson	\$ 31.00	Yes
Old Salisbury Road CDLF	CD	Forsyth	\$ 28.00	No
High Point C&D Debris Landfill	CD	Guilford	\$ 36.00	Yes
A-1 Sandrock C&D Landfill	CD	Guilford	\$ 36.00	Yes
Harnett Co Anderson Crk C&D Landfill	CD	Harnett	\$ 40.00	Yes
Johnston County C&D Landfill	CD	Johnston	\$ 27.00	Yes
Lincoln County C&D Unit	CD	Lincoln	\$ 20.00	No
BFI-Lake Norman Landfill	CD	Lincoln	\$ 38.75	Yes
Madison County C&D Unit	CD	Madison	\$ 34.00	Yes
Martin County C&D Landfill	CD	Martin	\$ 40.00	Yes
Greenway Waste Solutions at North Meck	CD	Mecklenburg	\$ 40.00	Yes
Moore County C&D Landfill	CD	Moore	\$ 44.80	Yes
Nash County C&D Landfill	CD	Nash	\$ 48.00	Yes
Orange County C&D Landfill	CD	Orange	\$ 40.00	Yes
Pasquotank County C&D Landfill	CD	Pasquotank	\$ 50.00	Yes
C & D Landfill Inc	CD	Pitt	\$ 41.00	Yes
Gold Hill Road C&D Debris Landfill	CD	Randolph	\$ 36.00	Yes
Rutherford County C&D	CD	Rutherford	\$ 37.00	Yes
WI-Sampson County C&D Unit	CD	Sampson	\$ 43.19	Yes
Shotwell Landfill Inc.	CD	Wake	\$ 35.00	Yes
Red Rock Disposal, LLC	CD	Wake	\$ 26.93	Yes
Greenway Waste Solutions of Apex, LLC	CD	Wake	\$ 34.00	Yes
Material Recovery C&D Landfill	CD	Wake	\$ 38.60	No
Washington County C&D Landfill	CD	Washington	\$ 52.00	Yes

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Wilson County Westside C&D Landfill	CD	Wilson	\$ 40.00	Yes
Brunswick County CDLF	CD	Brunswick	\$ 56.00	Yes
Burke County CDLF	CD	Burke	\$ 32.55	Yes
Cleveland County CDLF	CD	Cleveland	\$ 21.55	Yes
Cumberland County C&D Unit	CD	Cumberland	\$ 37.00	No
Edgecombe County CDLF	CD	Edgecombe	\$ 41.00	Yes
Gaston County C&D Landfill	CD	Gaston	\$ 24.00	Yes
Granville County CDLF	CD	Granville	\$ 38.00	Yes
Greene County CDLF	CD	Greene	\$ 46.00	Yes
Greensboro, City Of	CD	Guilford	\$ 31.00	Yes
Halifax County Landfill	CD	Halifax	\$ 47.00	Yes
Harnett County CDLF	CD	Harnett	\$ 40.00	Yes
Lenoir County CDLF	CD	Lenoir	\$ 39.00	Yes
Robeson County CDLF	CD	Robeson	\$ 26.50	No
Scotland County CDLF	CD	Scotland	\$ 45.25	Yes
Albemarle, City Of, CDLF	CD	Stanly	\$ 33.00	No
Union County C&D	CD	Union	\$ 36.00	Yes
Wayne County CDLF	CD	Wayne	\$ 31.50	No

Permit_Name	PrimaryWaste_Type	County	Tip Fee	Include Tax?
Austin Quarter SWM Facility	MSW	Alamance	\$ 38.00	Yes
Chambers Development MSWLF	MSW	Anson	\$ 41.00	Yes
Ashe County Landfill	MSW	Ashe	\$ 62.00	Yes
East Carolina Reg Landfill	MSW	Bertie	\$ 69.03	Yes
Buncombe County MSW Landfill	MSW	Buncombe	\$ 43.00	Yes
BFI-Charlotte Mtr Speedway Landfill V	MSW	Cabarrus	\$ 52.40	Yes
Foothills Environmental Landfill	MSW	Caldwell	\$ 51.06	No
Blackburn Resource Recovery Facility	MSW	Catawba	\$ 33.00	Yes
Cherokee County MSW Facility	MSW	Cherokee	\$ 57.00	Yes
Cleveland County Landfill Self-McNeilly	MSW	Cleveland	\$ 37.65	Yes
CRSWMA - Long Term Regional Landfill	MSW	Craven	\$ 40.00	Yes
Cumberland County Landfill	MSW	Cumberland	\$ 30.00	No
Davidson County MSW Lined Landfill	MSW	Davidson	\$ 36.00	Yes
Hanes Mill Road Landfill	MSW	Forsyth	\$ 34.00	No
Gaston County Landfill	MSW	Gaston	\$ 26.00	Yes

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Oxford Subtitle D MSWLF	MSW	Granville	\$ 38.00	Yes
High Point City Of - Landfill	MSW	Guilford	\$ 38.00	Yes
Greensboro, City Of	MSW	Guilford	\$ 41.00	Yes
Haywood Co White Oak Landfill	MSW	Haywood	\$ 22.25	Yes
Iredell County Sanitary LF	MSW	Iredell	\$ 35.00	No
Johnston County Landfill	MSW	Johnston	\$ 35.00	Yes
Lenoir County MSW Landfill	MSW	Lenoir	\$ 44.00	Yes
Lincoln County Landfill	MSW	Lincoln	\$ 32.00	No
Macon County Landfill Open	MSW	Macon	\$ 66.00	Yes
Mecklenburg County Landfill	MSW	Mecklenburg	\$ 39.00	Yes
Uwharrie Env. Reg. Landfill	MSW	Montgomery	\$ 37.00	Yes
New Hanover County Landfill	MSW	New Hanover	\$ 59.00	Yes
Camp Lejeune MSW Landfill	MSW	Onslow	\$ 26.33	No
Onslow County Subtitle D Landfill	MSW	Onslow	\$ 49.00	Yes
Upper Piedmont Reg Landfill	MSW	Person	\$ 38.22	No
Robeson County Landfill	MSW	Robeson	\$ 36.50	
Rockingham County Landfill	MSW	Rockingham	\$ 36.00	No
Rowan County Landfill	MSW	Rowan	\$ 34.00	Yes
WI-Sampson County Disposal Inc	MSW	Sampson	\$ 43.19	Yes
Albemarle, City Of-Landfill	MSW	Stanly	\$ 39.00	No
Surry County MSWLF	MSW	Surry	\$ 38.00	Yes
Transylvania County Landfill	MSW	Transylvania	\$ 50.00	Yes
Wake County South Wake MSWLF	MSW	Wake	\$ 32.00	Yes
Wayne County Landfill	MSW	Wayne	\$ 31.50	No
Wilkes County MSWLF	MSW	Wilkes	\$ 41.00	Yes

Permit_Name	PrimaryOperation	County	Tip Fee	Include Tax?
River City Transfer Station	Trans	Cumberland	\$ 40.00	No
AAA Hauling Of NC Inc	Trans	Cumberland	\$ 37.00	No
Soundside Recycling & Materials, Inc	Trans	Currituck	\$ 70.00	No
Todco, Inc. - C&D Transfer	Trans	Davidson	\$ 31.00	No
Abbey Green Inc	Trans	Forsyth	\$ 32.00	No
WI Burnt Poplar Transfer LLC	Trans	Guilford	\$ 39.50	Yes
Russo Dumpster Service	Trans	Mecklenburg	\$ -	No
The Linda Consruction Co., Inc.	Trans	Mecklenburg	\$ -	No
Raleigh Transfer Station	Trans	Wake	\$ 42.50	Yes

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Apex C&D Waste Transfer Facility	Trans	Wake	\$ 39.00	Yes
Wake Transfer Station	Trans	Wake	\$ 46.90	Yes
Capitol Waste C&D Transfer Station	Trans	Wake	\$ 45.00	Yes
Alexander Co. Transfer Station	Trans	Alexander	\$ 60.00	Yes
Alleghany County Transfer Facility	Trans	Alleghany	\$ 60.00	Yes
Avery County Transfer Station	Trans	Avery	\$ 45.00	Yes
Beaufort Transfer Station	Trans	Beaufort	\$ 57.96	No
Bladen County Transfer Station	Trans	Bladen	\$ 45.00	Yes
Yancey-Mitchell Transfer Station	Trans	Yancey	\$ 55.45	No
Brunswick County Transfer Station	Trans	Brunswick	\$ 56.00	Yes
Waste Management Of Asheville	Trans	Buncombe	\$ 57.56	Yes
Buncombe County Transfer Station	Trans	Buncombe	\$ 47.00	Yes
Burke County Transfer Facility	Trans	Burke	\$ 60.00	Yes
Carteret County Transfer Station	Trans	Carteret	\$ 52.50	Yes
City Of Hickory Transfer Station	Trans	Catawba	\$ -	No
Waste Man. - Chatham Co Transfer Station	Trans	Chatham	\$ 53.50	Yes
Town Of Edenton Transfer Station	Trans	Chowan	\$ 43.97	Yes
Clay County Transfer Station	Trans	Clay	\$ 80.00	Yes
Columbus County Transfer Station	Trans	Columbus	\$ 58.93	Yes
Cherry Point Transfer Station	Trans	Craven	\$ 40.00	Yes
Fort Bragg Transfer Station	Trans	Cumberland	\$ -	No
City Of Fayetteville/ Waste Industries Transfer Station	Trans	Cumberland	\$ 43.85	Yes
Currituck Transfer Station	Trans	Currituck	\$ 71.00	Yes
Bay Disposal Inc. Currituck Transfer & Recovery Facility	Trans	Currituck	\$ 65.00	No
Dare County Transfer Station	Trans	Dare	\$ 73.15	Yes
Duplin County Transfer Station	Trans	Duplin	\$ 42.00	Yes
City Of Durham Transfer Station	Trans	Durham	\$ 42.50	Yes
Stone Park Court Transfer Station	Trans	Durham	\$ 42.50	Yes
Edgecombe County Transfer Station	Trans	Edgecombe	\$ 48.50	Yes
Overdale Road Transfer Station	Trans	Forsyth	\$ 43.00	Yes
Franklin County Transfer Station	Trans	Franklin	\$ 60.00	No

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Waste Management Of Carolinas	Trans	Gaston	\$ 49.00	Yes
Graham County Transfer Station	Trans	Graham	\$ 60.00	Yes
Bishop Road Transfer Station	Trans	Guilford	\$ 43.00	Yes
Greensboro Transfer Station	Trans	Guilford	\$ 44.00	Yes
Halifax County Landfill	Trans	Halifax	\$ 44.58	Yes
Town of Weldon Transfer Facility	Trans	Halifax	\$ 54.00	Yes
Harnett Cnty-Dunn/Erwin Transfer Station	Trans	Harnett	\$ 40.00	Yes
Anderson Creek Landfill Transfer Station	Trans	Harnett	\$ 40.00	Yes
Henderson County Transfer Facility	Trans	Henderson	\$ 57.00	Yes
Hertford County Transfer Station	Trans	Hertford	\$ 66.00	No
Hoke County Transfer Station	Trans	Hoke	\$ 50.75	Yes
Iredell County Transfer Station	Trans	Iredell	\$ 45.00	No
Jackson County Scott Creek Transfer Station	Trans	Jackson	\$ 64.00	Yes
Waste Man. - Lee Co. Transfer Station	Trans	Lee	\$ 48.50	Yes
Sanford Transfer Station	Trans	Lee	\$ 59.00	Yes
Lenoir County Transfer Facility	Trans	Lenoir	\$ 44.00	Yes
Deep Run Transfer Station	Trans	Lenoir	\$ 50.50	Yes
McDowell Co Transfer Facility	Trans	McDowell	\$ 44.00	Yes
Highlands Transfer Station	Trans	Macon	\$ 66.00	Yes
Madison County Transfer	Trans	Madison	\$ 44.00	Yes
Queen City Transfer Station	Trans	Mecklenburg	\$ 57.50	Yes
O'Leary Resource Recovery Center	Trans	Mecklenburg	\$ -	No
Uwharrie Env Inc/Moore Cty Transfer Station	Trans	Moore	\$ 44.80	Yes
Rocky Mount Transfer Station	Trans	Nash	\$ 54.50	No
City Of Rocky Mount Transfer Station #2	Trans	Nash	\$ 54.50	No
Waste Management Of Wilmington Transfer	Trans	New Hanover	\$ -	No
Pamlico County Transfer Station	Trans	Pamlico	\$ 52.50	Yes
Pasquotank County Transfer Station	Trans	Pasquotank	\$ 69.00	Yes
Pender Co Transfer Station	Trans	Pender	\$ 74.00	Yes
Perquimans-Chowan-Gates Transfer	Trans	Perquimans	\$ 67.00	Yes

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EJE Recycling Transfer Station	Trans	Pitt	\$ 46.25	Yes
Polk County Transfer Station	Trans	Polk	\$ 45.00	Yes
Randolph County Transfer Facility	Trans	Randolph	\$ 50.00	Yes
City Of Asheboro Recycling/Solid Waste Transfer Station	Trans	Randolph	\$ 48.00	Yes
Richmond County Transfer Station	Trans	Richmond	\$ 57.00	Yes
Reidsville, City Of Transfer Facility	Trans	Rockingham	\$ 36.00	No
City of Eden Transfer	Trans	Rockingham	\$ -	No
Rutherford County Transfer Facility	Trans	Rutherford	\$ 47.00	Yes
Scotland County T.S.	Trans	Scotland	\$ 55.75	Yes
Swain County Transfer Facility	Trans	Swain	\$ 42.00	Yes
Union County Transfer Station	Trans	Union	\$ 42.00	Yes
Waste Industries-Vance County	Trans	Vance	\$ 65.00	Yes
Cary Town Of - Transfer Station	Trans	Wake	\$ -	No
Waste Management Of Ral-Dur	Trans	Wake	\$ 58.77	No
Waste Industries Garner Transfer Station	Trans	Wake	\$ 38.00	Yes
East Wake Transfer Station	Trans	Wake	\$ 38.00	Yes
Warren County Transfer Station	Trans	Warren	\$ 67.00	Yes
Watauga Co Transfer Facility	Trans	Watauga	\$ 49.00	Yes
Goldsboro Transfer Station	Trans	Wayne	\$ 31.50	Yes
Waste Industries Wilson Transfer St.	Trans	Wilson	\$ -	No
Waste Industries- Blk. Crk. Rd. Transfer	Trans	Wilson	\$ 55.20	Yes
Yadkin County Transfer Facility	Trans	Yadkin	\$ 53.00	Yes

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## ***Appendix D: Comparison of landfill franchise agreements***

### **Person County**

- 20 year agreement
- Limit of 600 tons of waste per day
- Limits service area to the county and the city; unless 600 ton limit cannot be met
- Limits waste disposal from Raleigh and Durham; unless 600 ton limit cannot be met
- Tipping fee set at \$25.44; adjusted using CPI – FY13/14 tipping fee \$40.22
- Host fees:
  - 0-150 tons per day = \$.75 per ton
  - 151-300 tons per day = \$1.25 per ton
  - 300-600 tons per day = \$1.75 per ton
  - Over 600 tons per day = \$2.00 per ton
- \$25,000/year for recycling objectives
- Must provide a recycling center at the landfill; requires Republic to provide marketing for recycling and technical assistance to the county

### **City of Concord**

- 30 year agreement
- No limit on tons of waste per day; however, landfill must provide airspace or a transfer station for MSW generated in the City for 30 years
- No limit to service area
- No tipping fee charged for the City of Concord's Municipal Solid Waste (MSW) – FY13-14 tipping fee is \$52.40
- Host fee of \$.75 per ton; \$.25 of the \$.75 is put in an account and repaid to Republic at the end of the contract; adjusted using CPI
- Sets minimum monthly amount generated by host fee at \$38,200
- Pays for all of the costs of the curbside recycling program in the City

### **Caldwell County**

- 30 year agreement; 10 year franchise review date (amended from 20 years to 30 years in Amendment 1)
- Limit of 727.27 tons of waste per day from outside of Caldwell County
- Limits collection area to certain counties
- No tipping fee for Caldwell County's MSW – FY14/15 tipping fee is \$53.06
- Sets Commercial rate for Caldwell County businesses is \$28.00/ton; adjusted using CPI
- Host fee of \$2.00 (waste generated outside of Caldwell County); adjusted using CPI
- \$25,000/year for recycling education
- Free collection at county convenience centers
- \$500,000 for safety and transportation purposes
- \$100,000 to establish a park near the landfill

- Includes disposal of yard waste
- *Amendment 1: increased service area; no dumpster rental fees charged to the county; increase contract length from 20 to 30 years; 10 year review date to review the terms and conditions; franchise renewal fee of \$125,000*
- *Amendment 2: County is entitled to 50% of Landfill gas sales each month*
- *Amendment 3: Increased the service area*

Vice Chairman Newell advocated for testing at the landfill. Ms. York stated the State of NC performs air testing twice a year and quarterly ground water testing. Commissioner Kendrick noted without data prior to the existence of the landfill to use as a baseline, the testing will be irrelevant. County Attorney, Ron Aycock noted data may be available as the state standard to gain a permit for the landfill would require testing. Mr. Gustin told the group the ground water quarterly testing was measured against the background sample which is monitored by DENR and conducted by a third party, all of which are public records.

It was the consensus of the Board to support staff proceeding to issue a RFP for a consultant for the following:

- to obtain a unbiased opinion,
- to have environmental testing without influence,
- to explore all options in detail with the associated costs,
- to find out the zoning requirements and the number of needed transfer stations, and
- if recycling is included at the transfer stations.

## **PUBLIC NUISANCE ORDINANCE:**

Planning Director, Michael Ciriello stated at the Board's January 5, 2015 meeting, staff was asked to propose language to combine with the Automotive Graveyards and Junkyard Ordinance to address abandoned properties and litter because of the threat to public health, safety and welfare. Mr. Ciriello presented the following Abandoned Structures and Litter key points as proposed additions to the ordinance as well as the language that would be combined with the Automotive Graveyards and Junkyard Ordinance to create a Public Nuisance Ordinance.

### Abandoned Structures

#### *Key Points*

- Covers manufactured mobile homes and abandoned residential and commercial structures,
- Ordinance shall not apply to structures further than 500' from residential or public uses (schools, playgrounds) on adjacent properties; and, not visible from transportation right-of-way,
- Exceptions for farm structures and historic properties,
- Abandoned structure standards would be enforced by Building Inspections,
- Mobile home grant program (optional) would be administered by the Planning Department,
- County can pay for removal costs; however, removal costs cannot be collected via the property tax bill only through a lien on the property, and
- Appeals heard by Board of Commissioners.

#### *Cost*

- **\$15,000-\$51,000**
- FTE: .5 FTE, \$31,000—The State has limited grant funds for county programs that remove abandoned mobile homes from property. Implementing the grant program will require .5 FTE
- Operating: \$15,000 - \$20,000 – Some operating funds would be needed to pay for clean-up of abandoned structures

### Litter

#### *Key Points*

- Does not apply to properties that are not visible from residential or public uses (schools, playgrounds) on adjacent properties or from transportation right-of-way,
- Exceptions for farms as defined by State statute and construction sites with currently active permits,
- Enforcement process managed by the Planning Department,
- Specific abatement process would apply to “chronic offenders”; costs would be applied to property tax bill, and
- Appeals heard by Board of Adjustment

### *Costs*

- **\$31,000- \$62,000**
- FTE: .5 - 1FTE (\$26,000-\$52,000)- the amount of staff time needed depends on whether the BOC wants this position to coordinate public clean-up events
- Operating cost: \$5,000 - \$10,000

Mr. Ciriello presented the following proposed language and asked the Board to provide feedback to staff about what language should be combined with the Automotive Graveyard and Junkyard Ordinance.

### **Abandoned Structures**

#### ***Definitions***

“Abandoned Structure” a residential or commercial building shall be considered an abandoned structure if it is unoccupied and damaged or in disrepair to the point of being condemnable as defined by NCGS §153A-366 and is found to be a nuisance because it creates or fosters one (1) or more of the following conditions:

- a. A breeding ground or harbor for mosquitoes, other insects, rats, or other pests;
- b. The collection of pools or ponds of water;
- c. Concentrated quantities of gasoline, oil, or other flammable or explosive materials;
- d. A source of danger for children because of the possibility of entrapment or injury from exposed sharp surfaces of metal, glass, or other rigid materials;
- e. A source of danger from the building structure, or parts thereof, falling or turning over;
- f. An accumulation of garbage, food waste, or any other rotten or putrefied matter of any kind;
- g. Accumulation of sewage or animal waste;
- h. Concentrated quantities of hazardous materials;
- i. The presence of dead animals; **or**,
- j. Any building structure specifically declared a public health and safety hazard by the Board of Commissioners.

“Abandoned Manufactured Home” shall be considered an abandoned structure if it is in a wrecked, scrapped, disassembled, unusable, cannibalized, burnt, inoperable or if available, is not connected to an approved sewer system and not occupied and is found to be a nuisance because it creates or fosters one (1) or more of the following conditions:

- a. A breeding ground or harbor for mosquitoes, other insects, rats, or other pests;
- b. The collection of pools or ponds of water;
- c. Concentrated quantities of gasoline, oil, or other flammable or explosive materials;

- d. A source of danger for children because of the possibility of entrapment or injury from exposed sharp surfaces of metal, glass, or other rigid materials;
- e. A source of danger from the home, or parts thereof, falling or turning over;
- f. An accumulation of garbage, food waste, or any other rotten or putrefied matter of any kind;
- g. Accumulation of sewage or animal waste;
- h. Concentrated quantities of hazardous materials;
- i. The presence of dead animals; **or**,
- j. Any manufactured home specifically declared a public health and safety hazard by the Board of Commissioners

“Manufactured Home” is a structure, transportable in one or more sections, which in the traveling mode whose body is 8 feet or more in width or 40 feet or more in length, or when erected on site, is 320 square feet or more, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein. Such term shall include any structure that meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Department of Housing and Urban Development (HUD) and complies with the standards established under that Federal agency. For purposes of this ordinance, “manufactured home” includes both factory-built single-family structures built to meet standards established under The National Manufactured Housing Construction and Safety Standards Act of 1974 and mobile homes built prior to the effective date of those standards (June 15, 1976). The Federal Standards became effective on June 15, 1976, and all homes with a date of manufacture on or after this date were required to have a HUD label indicating compliance with the standards.

“Historic Structure” or, “Historic Property” is as defined by the State Historic Preservation Office and the National Register of Historic Places

“Agricultural purpose” and “bona fide farm” as defined by NC GS §153A-340:

- 1. A farm sales tax exemption certificate issued by the Department of Revenue.
- 2. A copy of the property tax listing showing that the property is eligible for participation in the present use value program pursuant to G.S. 105-277.3.
- 3. A copy of the farm owner's or operator's Schedule F from the owner's or operator's most recent federal income tax return.
- 4. A forest management plan.
- 5. A Farm Identification Number issued by the United States Department of Agriculture Farm Service Agency.

### ***Exceptions***

- This ordinance shall not apply to any structure used or previously used for agricultural purposes
- This ordinance shall not apply to historic properties or structures
- Ordinance shall not apply to structures further than 500' from residential or public uses (schools, playgrounds) on adjacent properties; and, not visible from transportation right-of-way



***Illustration to show distances from adjacent properties to burned-out house; distance measured using Person County GIS mapping software***

### ***Process***

1. Upon receipt of a complaint, the Building Inspections Department will conduct an investigation to determine if the structure meets the definition of an “Abandoned Structure” as defined by this ordinance. The Building Inspections Department will be responsible for mailing notices, overseeing the removal of abandoned structures. The Building Inspections Director shall keep an accurate record of all enforcement proceedings begun pursuant to the provisions of this chapter.
2. In exercising these powers, each member of the inspection department has a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action. Nothing in this section shall be construed to prohibit periodic inspections in accordance with State fire prevention code or as otherwise required by State law.
3. Upon determining that a violation of this ordinance exists, written notice shall be issued to:
  - a. The registered owner or person(s) entitled to possession of the abandoned or neglected structure;

- b. The registered owner, lessee, or person(s) entitled to the land on which the abandoned or neglected structure is located;
  - c. Shall affix a notice of the dangerous character of the building to a conspicuous place on its exterior wall. (§ 153A-366) *(If a person removes a notice that has been affixed to a building by a local inspector and that states the dangerous character of the building, he is guilty of a Class 1 misdemeanor).*
- 4. The notice shall be provided by registered or certified mail. The notice shall:
  - a. Identify the property and describe the abandoned structure located thereon to be removed, abated, or remedied;
  - b. (1) Notify the owner that the building is in a condition that appears to constitute a fire or safety hazard or to be dangerous to life, health, or other property;  
(2) Notify the owner that a hearing will be held before the inspector at a designated place and time, not later than 10 days after the date of the notice, at which time the owner is entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and  
(3) Notify the owner the following the hearing, the inspector may issue any order to repair, close, vacate, or demolish the building that appears appropriate.
  - c. Inform an owner who has received an order under G.S. 153A-369 that they may appeal from the order to the board of commissioners by giving written notice of appeal to the inspector and to the clerk within 10 days following the day the order is issued. In the absence of an appeal, the order of the inspector is final. The board of commissioners shall hear any appeal within a reasonable time and may affirm, modify and affirm, or revoke the order;
  - d. State that the costs incurred by the county to remove, abate, or remedy the abandoned structure, if not paid by the violator(s), shall be a lien upon the property.
- 5. If the name or whereabouts of the owner cannot after due diligence be discovered, the notice shall be considered properly and adequately served if a copy thereof is posted on the outside of the building in question at least 10 days before the day of the hearing and a notice of the hearing is published at least once not later than one week before the hearing.

### ***Penalties***

If the owner of a building fails to comply with an order issued pursuant to G.S. 153A-369 from which no appeal has been taken, or fails to comply with an order of the Board of Commissioners following an appeal, he is guilty of a Class 1 misdemeanor.

### ***Appeal***

An owner who has received an order under G.S. 153A-369 may appeal from the order to the Board of Commissioners by giving written notice of appeal to the inspector and to the clerk within 10 days following the day the order is issued. In the absence of an appeal, the order of the inspector is final. The Board of Commissioners shall hear any appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.

## **LITTER**

### ***Definitions***

“Litter” shall include junk materials; machinery and equipment; appliances or other household items; lumber and building materials; and dirt, sand, fill, rock, stone or other materials not forming part of a structure or landscaping. “Litter” shall encompass the definitions of “object”.

“Chronic offender” shall mean a person who owns property whereupon, in the previous calendar year, the county gave notice of violation at least three times under any provision of the public nuisance ordinance.

“Object” shall mean any item of personal property other than a vehicle, boat or trailer-type vehicle with a current and valid registration, which is not related to the use and purpose for which the real property is occupied or owned or permitted by the applicable zoning classification. “Objects” under this chapter shall also include junk materials; machinery and equipment; appliances or other household items; lumber and building materials; and dirt, sand, fill, rock, stone or other materials not forming part of a structure or landscaping.

“To place” shall mean to establish the presence on property of an object which: a. Is capable of being moved or removed which is not affixed to the real property; and b. Is present for a period of ten (10) consecutive days whether or not the location of the item on the property is changed.

“Person” shall mean any natural person, corporation, and partnership, authority created by statute, association or other entity or combination thereof.

“Unsafe Equipment” included any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.



### ***Exceptions***

- The provisions of this section shall not apply to material which is being used in connection with a construction activity taking place on the premises provided the construction activity associated with an active permit, is being diligently pursued, and complies with applicable ordinances and codes
- This ordinance shall not apply to bona fide farm properties as defined by NCGS §153A-340
- Ordinance shall not apply to properties that are not visible from residential or public uses (schools, playgrounds) on adjacent properties or from transportation right-of-way

### ***Enforcement***

1. This Ordinance is effective to all residential zoned properties and in the zones that abut residential zones. Applies to litter as defined in this Ordinance that is visible from an adjacent property, and/or transportation public right of way;
2. It shall be unlawful for the occupant of premises or the owner of premises to have, to place, or to allow any of the following on the premises to the extent and in a manner that could threaten or endanger the public health, safety or welfare or could adversely affect and impair the economic value of adjacent property:
  - a. Any accumulation of litter, objects or unsafe equipment as defined in this section of the Ordinance on any front, side or rear yard visible from an adjacent property, and/or transportation public right of way
  - b. Any object or objects, on the side or rear yards that is visible from a street or lane unless covered or enclosed so as not to be visible from an adjacent property, and/or transportation public right of way

### ***Process***

1. Upon determining that a violation of this ordinance exists, the Planning Department shall issue written notice to the registered owner, lessee, or person(s) entitled to the land;
2. The notice shall be provided by registered or certified mail. The notice shall:
  - a. Identify the property and describe the violation located thereon to be removed, abated, or remedied;
  - b. State that the costs incurred by the county for chronic offenders to remove, abate, or remedy the violation, if not paid by the violator(s), shall be subject to NCGS §153A-140.2 for chronic offenses.
3. If the violation is not removed, abated or remedied within thirty (30) days of the initial notice, and an appeal has not been filed, a second notice shall be issued. The notice shall:
  - a. Direct that the violation be removed, abated or remedied;
  - b. Advise that the property must comply by a specific date, such date not to be less than ten (10) days nor more than one hundred thirty (30) days from date of the second notice;
  - c. Advise that civil penalties, are being assessed daily as of the date of the second notice; and,

- d. Advise that in addition to any and remedies above, the Person County Board of Commissioners may request criminal penalties in accordance with this Ordinance.

### ***Penalties***

Penalties would be consistent with our existing standards except for chronic offenders.

1. Any person, firm or corporation who violates any provision of this ordinance shall be guilty of a Class 3 misdemeanor and shall be fined not more than five hundred dollars (\$500). Each day a violation exists shall be a separate violation hereunder.
2. This Ordinance may be enforced by an appropriate equitable remedy, including temporary restraining order, preliminary injunction and permanent injunction was issued by a court of competent jurisdiction.
3. Pursuant to NCGS §153A-140.2, the County Planning Director may issue annual notice to chronic violators. The County may notify a chronic violator of the County's public nuisance ordinance that, if the violator's property is found to be in violation of the ordinance, the county shall, without further notice in the calendar year in which notice is given, take action to remedy the violation, and the expense of the action shall become a lien upon the property and shall be collected as unpaid taxes.

### ***Appeals***

Unless the owner is a chronic violator, an owner who has received a violation notice under this section may appeal from the order to the Board of Adjustment by giving written notice of appeal to the Planning Department and to the clerk within 10 days following the day the order is issued. In the absence of an appeal, the order of the Planning Director is final.

Without exception, the County may notify a chronic violator of the county's public nuisance ordinance that, if the violator's property is found to be in violation of the ordinance, the county shall, without further notice in the calendar year in which notice is given, take action to remedy the violation, and the expense of the action shall become a lien upon the property and shall be collected as unpaid taxes. The notice shall be sent by certified mail.

Mr. Ciriello stated the next step would be to bring back to the Board a draft ordinance for consideration noting the junk yard ordinance does not address residential property. Vice Chairman Newell asked if clarifying definitions and language can be added to the County's current junk yard ordinance. Mr. Ciriello stated he would provide text amendments which could be done with no cost for the Litter and the minimum amount of \$15,000 for the Abandon Structures.

Chairman Puryear asked Mr. Ciriello the status of the Yarborough case. Mr. Ciriello stated the case had been resolved noting the Judge's Order demanded the trailer to be removed however the remnants along with other junk remains on the property.

When asked how many legitimate junk yards are in Person County, Mr. Ciriello replied that there were two.

#### **UNIFIED DEVELOPMENT ORDINANCE:**

Planning Director, Michael Ciriello stated at the Board's January 5, 2015 meeting staff was asked to compile additional information about creating a Unified Development Ordinance (UDO) which is a single document that contains all development guidance in one place. In addition, the benefit of going through the UDO process is that it results in the following:

- Improves formatting for ease of use,
- Creates consistency in permitting, approvals, enforcement and administration,
- Ensures changes are consistent with state current statutes, and
- Modernizes language to reflect contemporary circumstances

Below are two examples of how the UDO process could impact our ordinances:

1. Update to the Table of Permitted Uses. The current table does not include new terms such as "solar farms", making it difficult and confusing to find what uses are permitted where.
2. Currently, each separate ordinance has similar information pertaining to administration, enforcement and permitting. Each of these separate sections could be condensed into one section that can be used for all ordinances. This reduces redundancy and ensures that, whenever possible, we are using the same rules for administration, enforcement and permitting.

Cost:

<b>Year 1</b>	<b>Year 2</b>	<b>Total</b>
\$30,000	\$30,000	\$60,000

2-year Process:

- Hire consultant,
- Conduct public engagement,
- Present frequent updates to Board of County Commissioners and Planning Board for feedback, and
- Present final draft for approval.

Mr. Ciriello asked the Board for direction on how to proceed. Vice Chairman Newell asked Mr. Ciriello if he could prepare the UDO. Mr. Ciriello noted he could not without increasing his personnel to which would be more effective to hire a consultant.

There was no direction given by the Board of Commissioners.

Vice Chairman Newell requested the Board to excuse him from the remainder of the work session noting he had called to appear for jury duty.

A **motion** was made by Commissioner Jeffers and **carried 5-0** to excuse Vice Chairman Newell from the remainder of the meeting at 12:44 pm.

**SECOND READING OF THE REVISIONS TO THE ANIMAL SERVICES ORDINANCE:**

Chairman Puryear reminded the Board of the efforts by the Animal Services Advisory Committee and staff to bring the revisions to the Animals Services Ordinance including the fee structure. Chairman Puryear asked for Board consideration to implement the revised Animal Services Ordinance noting the Citation Violation Fees could be reviewed and adjusted should data warrant to do so.

A **motion** was made by Commissioner Jeffers and **carried 3-1** to adopt the Animal Services Ordinance with the amended Citation Violation Fees as follows:

No current or displayed Rabies Tag	\$25
Permitting a dog to run at large	\$25
Allowing a female “in heat” to run at large	\$25
Cruelty to animals	\$100
Interfering with an Animal Services Officer	\$100
Not surrendering animal for quarantine (strike from fees due to the law gives Officers the ability to take animal)	no fee
Nuisance	\$25
Leaving a dangerous dog unattended unless Confined indoors or in securely enclosed and locked pen	\$100

Chairman Puryear and Commissioners Jeffers and Kendrick voted in favor of the motion. Commissioner Clayton cast the lone dissenting vote.

## PERSON COUNTY ANIMAL SERVICES ORDINANCE

The Person County Board of Commissioners is authorized under the provisions of G.S. 153A-121, 153A-153 and 153A-442 to adopt ordinances.

### SECTION 1: DEFINITIONS

As used in this ordinance the following terms mean:

- A. **Animal Services Officer:** A county employee designated as Person County Animal Services Officer, Person County Animal Services official or other designations that may be used whose responsibility includes Person County Animal Services.
- B. **Owner:** Any person, group of persons, firm, partnership or corporation owning, keeping, having charge of, sheltering, feeding, harboring or taking care of any animal. The owner is responsible for the care, actions, and behavior of his animals.
- C. **Kennel, Dealer, Breeder, or Pet Shop:** Any person, group of persons, partnership, or corporation engaged in buying, selling, breeding or boarding pet animals.
- D. **At Large:** Any animal shall be deemed to be at large when he is off the property of his owner and not under control of a competent person.
- E. **Restraint:** An animal is under restraint within the meaning of this ordinance if he is controlled by means of a chain, leash or other like devise; or, is secured within a vehicle being driven or parked; or, is within a secure enclosure.
- F. **Spayed Female:** Any female which has been operated upon to prevent conception.
- G. **Neutered Male:** Any male which has been operated upon to prevent reproduction.
- H. **Animal Shelter:** Any premises designated by the County for the purpose of impounding and caring for animals found running at large or otherwise subject to impoundment in accordance with the provisions of this ordinance.
- I. **Exposed to Rabies:** An animal has been exposed to rabies within the meaning of this ordinance, if it has been bitten by, or been exposed to any animal known or suspected to have been infected with rabies.
- J. **Potentially Dangerous Dog:** A dog that:
  - 1. Inflicted a bite on a person either upon public or private real property
  - 2. Killed or inflicted severe injury upon a domestic animal when not on the owner's real property.

3. Approached a person when not on the owner's property in a vicious or terrorizing manner, or an apparent attitude of attack.
- K. **Dangerous Dog:** A dog that:
1. Without provocation has killed or inflicted severe injury on a person; or animal.
  2. Is declared vicious by the Director of Person County Animal Services pursuant to N.C.G.S. 130A-200.
  3. Is determined by the Director of Person County Animal Services to be dangerous and, after this determination, engages in one or more of the behaviors listed in subsection J of this section.
- L. **Stray Dog or Cat:** Any dog or cat, within the County wandering at large or lost and does not have an owner, or any dog or cat, within the County, whose owner fails to list animal for license purposes, or fails to have said dog or cat vaccinated against rabies by a veterinarian, or any dog or cat not wearing a collar and current rabies tag.
- M. **Acts Deemed Public Nuisance:** An act of public nuisance is defined as any animal that repeatedly chases snaps at, or attacks pedestrians, bicyclists or vehicles and also includes animals that turn over garbage pails, damages gardens flowers or vegetables. Public nuisance includes the owner permitting a female animal to run at large during the estrous stage of reproduction.
- N. **Rabies Vaccination:** the administration of rabies vaccine by a licensed veterinarian or by a certified rabies vaccinator. Rabies vaccines given by a certified rabies vaccinator are only valid for one year. Rabies vaccines given by a veterinarian are valid for one year to three years as determined by State Law.
- O. **Animal:** refers primarily to domestic cats and dogs unless provided for by state law. Domestic livestock is part of the jurisdiction of Person County Animal Services as set out by state law. Ferrets are included for the purpose of rabies vaccines.
- P. **Proof of Ownership:** Can include but is not limited to veterinary records, photos, registration papers, bill of sale, microchip or adoption contract.

## **SECTION 2: DUTIES OF PERSON COUNTY ANIMAL SERVICES DEPARTMENT:**

The State laws regarding the care of animals will be enforced by the Person County Animal Services Department of Person County.

The Person County Animal Services Department shall be further charged with the responsibility of:

- A. Enforcing all State or County laws, ordinances and resolutions relating to dogs and cats, and the care, custody and control of animals.

- B. Aiding the Health Director to insure public safety and assisting in the enforcement of the laws of the State of North Carolina with regard to animals and especially with regard to vaccination of animals against rabies and the confinement or leashing of dangerous and potentially dangerous animals.
- C. Investigating animal cruelty, neglect or abuse.
- D. Making such canvasses of the county, including the homes in the county, as it deems necessary for the purpose of ascertaining that all dogs, cats and ferrets are vaccinated against rabies.
- E. Operating, pursuant to policies of the Board of County Commissioners;
- F. Maintaining a reference file of rabies vaccination all in accordance with the provisions of this ordinance and the policies of the Board of County Commissioners.

### **SECTION 3: DOGS, CATS AND FERRETS MUST WEAR COLLAR AND RABIES TAG**

- A. It shall be unlawful for any dog, cat or ferret owner to fail to comply with the State laws relating to the control of rabies. It shall be unlawful for any dog, cat or ferret owner to fail to provide any dog, cat or ferret he or she owns with a suitable collar or harness for the wearing of the rabies tag to be issued upon vaccination.
- B. The rabies tag is to be worn by said dog or cat at all times except as otherwise provided by State Law. Exceptions include but are not limited to performing at shows, obedience trials, tracking tests, field trials, training schools or other events sanctioned and supervised by a recognized organization and a hunting dog owned by a person who has a valid license to hunt in Person County or in the state of North Carolina and the dog is engaged on a hunt or training for a hunt and the dog has been vaccinated against rabies. Proof of rabies must be presented upon request of the Person County Animal Services Officer as required by the NC G.S. 130A-192.
- C. Unless proof of rabies vaccination is available, it shall be the duty of the Person County Animal Services staff to insure that any redeemed animal over the age of four months is vaccinated against rabies at the owner's expense before release and that a record be maintained of the vaccination.
- D. A dog, cat or ferret is subject to impoundment in accordance with the provisions of this ordinance if it is not wearing a current rabies tag or if the owner cannot furnish evidence of vaccination.
- E. It shall be unlawful for any person to use for any animal a rabies vaccination tag not issued for that animal.
- F. It is recommended that animals be micro-chipped in the event that the collar and tags are lost for identification purposes.

- G. It is the purpose of this ordinance to supplement the State law by providing a procedure for the enforcement of State laws relating to rabies control.

#### **SECTION 4: POSSESSION OF DOGS OR CATS**

It shall be unlawful for any person knowingly to harbor, feed, or keep in his possession, by confinement or otherwise, any dog or cat that does not belong to him unless he has:

- A. The consent of the owner or custodian of the dog or cat.
- B. If a dog or cat is not wearing tags, or other mode of identification indicating its owner, and is delivered to an animal shelter by:
  - 1. A person who has found and captured the dog or cat.
  - 2. By an approved rescue organization that received the dog or cat from a person who found and captured the dog or cat.
  - 3. The Person County Animal Services' shelter may, in writing, appoint the finder or approved rescue organization to be the agent of the Person County Person County Animal Services' shelter.
  - 4. For purposes of this subsection, the term "approved rescue organization" means a nonprofit corporation or association that cares for stray animals that has been favorably assessed by the Director of Person County Animal Services through the application of written standards.
    - a. The finder or approved rescue organization shall hold the dog or cat for the 72-hour holding period.
    - b. After the expiration of the applicable holding period, the shelter may:
      - 1) Transfer the dog or cat to the person or organization that has held it as agent.
      - 2) Extend the period of time the finder or rescue organization holds the dog or cat as agent of the shelter.
    - c. The privilege to act as an agent for the shelter may be revoked during the holding period at any time by directing the finder or rescue organization to deliver the animal to the shelter.
    - d. The city, county, or organization operating the animal shelter, as principal in the agency relationship, shall not be liable to reimburse the agent for the costs of care of the animal and shall not be liable to the owner of the animal for harm to the animal caused by the agent.



- e. During the 72-hour or longer holding period established an animal shelter may place an animal it is holding in foster care.
- f. If the Person County Animal Services' shelter transfers physical possession of an animal under subsections of this section a photograph which depicts the head and face of the animal shall be displayed at the shelter in a conspicuous location that is available to the general public during hours of operation. This will remain posted for the 72-hour or longer holding period.

*Comments: Humane traps may be obtained from Person County Person County Animal Services on a first come first serve basis for domestic dogs or cats only. There will be a deposit fee. See Appendix A.*

#### **SECTION 5: POSSESSION OF LIVESTOCK**

The Person County Animal Services Department shall enforce the applicable State Laws in reference to the care and possession of livestock.

#### **SECTION 6: RABIES VACCINATION AND CONTROL**

It shall be unlawful for an owner to fail to provide current vaccination against rabies for his dogs, cats and ferrets over the age of four months as required by State law.

Should it be deemed necessary by the County Health Director or Board of County Commissioners that it is necessary for other animals to be vaccinated for rabies, the owner must insure they are vaccinated in order to prevent a threatened epidemic, or to control an existing epidemic. It shall be unlawful for an owner to fail to provide current rabies vaccination against rabies for those animals, provided that rabies vaccination is available for those species.

##### **A. Bite Cases:**

1. Every animal which has bitten a human or domestic animal shall be confined immediately and shall be promptly reported to the Person County Animal Services Department.
2. The animal shall be securely quarantined under the direction of the Person County Animal Services Department for a period of 10 days, and shall not be released from such quarantine except by written permission from the Person County Animal Services Department.
3. The biting animal and its records of rabies vaccination shall be inspected by the Person County Animal Services Officer. The following policy will then be observed:
  - a. A properly rabies vaccinated dog, cat or ferret may be confined on the owner's premise provided that an Person County Animal Services Officer determines that the owner has an adequate means of confinement upon his own premises. The animal must be available for observation by the officer at any time during the 10 day period.

- b. A dog, cat or ferret not properly vaccinated against rabies, belonging to an owner, shall immediately be confined in a veterinary hospital or the county Animal Shelter at the expense of the owner for the 10 day confinement. The dog, cat or ferret shall not be vaccinated during confinement.
- c. At the end of 10 days, the animal must be vaccinated at the owners' expense by a certified rabies vaccinator before release in addition to the other fees.
- d. A biting stray dog, cat or ferret shall immediately be confined in the County Animal Shelter for a 10 day period.

*Comments: Rabies vaccinations are available for some other animals through a licensed veterinarian.*

**B. Surrender for Quarantine Required on Demand:**

It shall be unlawful for any person to refuse to allow an investigation by the Person County Animal Services Department upon demand, of any animal which has bitten a human, domestic animal or has been in an encounter with a suspected rabid animal.

It shall be unlawful for any person to fail or refuse to surrender any animal for quarantine or destruction as required, when demand is made by the Person County Animal Services Department or the County Health Director.

**C. Rabies Diagnosed:**

If an animal dies or appears ill while under observation for rabies, then the head of such animal must be submitted to the State Public Health Lab to test for rabies. This method is the only approved way to diagnosis rabies. The body cannot be reclaimed. It must be disposed of by Person County Animal Services to protect public health. It shall be unlawful for any person to kill or release any animal under observation for rabies, any animal suspected of having been exposed to rabies, any animal which has bitten a human, or to remove such animal from the County without written permission from the Person County Animal Services Department and the County Director of Public Health.

**D. Emergency Quarantine and Procedure:**

When reports indicate a positive diagnosis of rabies, the local health director or the appointed acting agent may order an area wide quarantine within Person County for a period as he/she deems necessary. Each member of the Person County Animal Services Department, Police and Sheriff's Department is authorized during such quarantine, to impound or after reasonable effort has been made to apprehend the animals to destroy the uncontrolled dogs and cats and properly dispose of their bodies. During the quarantine period, the Person County Animal Services Department or the local health authorities shall be empowered to provide a program of mass immunization by the establishment of temporary emergency rabies vaccination clinics strategically located throughout the County. When a township is under rabies quarantine, animals are not allowed to be adopted from Person County Animal Services during the period of rabies quarantine for six months if the animals have been impounded by reason of being a stray, unclaimed by the

owner or surrendered without a current rabies vaccination. In the event there are additional positive cases of rabies occurring, the period of quarantine may be extended at the discretion of the local health director or an agent acting on his or her behalf. (NCGS130A-195)

*Comment: In the event of activities requiring rabies Quarantine of all or a portion of the County, the County Health Director may require greater enforcement activities to protect the public and to control an outbreak.*

**E. Current Rabies Vaccination:**

Animals that are brought into this State unvaccinated shall immediately be securely confined and shall be vaccinated within one week. The animal then shall remain confined for two weeks after vaccination. An animal brought into this State accompanied by a certificate issued by a licensed veterinarian showing that the animal is currently vaccinated against rabies is not required to get a booster. See NC G.S.130a-193.

*Comment: North Carolina State rabies vaccination requirements are for cats, dogs and ferrets to have a one year rabies vaccine at four months of age. A booster vaccine is given one year later. Later booster vaccines are administered every three years thereafter if given by a licensed veterinarian. Vaccines given by a certified rabies vaccinator are only good for one year. The animal must be revaccinated at intervals as required by law throughout their lifetime.*

**F. Exposed animals**

If an animal is bitten or exposed to a proven rabid animal or animal suspected of having rabies that is not available for laboratory diagnosis, it shall be destroyed immediately by its owner, the County Person County Animal Services Officer, a law officer or licensed veterinarian unless the animal has been vaccinated against rabies in accordance with this Ordinance, the rules and regulations of the Person County Health Department and NC State Law more than 28 days prior to being bitten or exposed, and is given a booster of rabies vaccine within three days of the bite or exposure. It shall be unlawful for any person to fail to surrender said unvaccinated animal to the Person County Animal Services Department on demand for compliance with any protocol established by the Person County Health Director for handling of rabies exposure incidents.

The carcass of any dead animal suspected of dying with rabies shall be reported to the Person County Health Department. If the Health Department deems it necessary, the animal's carcass shall be surrendered to the Person County Animal Services Department. The head of such animal shall be submitted to the Person County Health Department for shipment to the State Public Health Lab for testing.

**SECTION 7: POTENTIALLY DANGEROUS OR DANGEROUS ANIMALS**

The behaviors that can result in a dog being considered potentially dangerous or dangerous are listed in the definitions.

- A. The provisions of this Section do not apply to a dog being used by a law enforcement officer to carry out the law enforcement officer's official duties. A working dog will be handled in accordance with state law. A dog shall not be considered a dangerous dog under this Article if the injury inflicted by the dog was sustained by a person who, at the time of the injury, was committing a willful trespass or other tort, was tormenting, abusing, or assaulting the dog, had been observed or reported to have tormented, abused, or assaulted the dog, or was committing or attempting to commit a crime.
- B. The Director of Person County Animal Services must notify the owner of a potentially dangerous dog in writing giving the reasons for his determination that the animal is dangerous under this Section. The owner may appeal the determination of the Person County Animal Services Director by giving written notice of the appeal within 5 days of receiving this notification. Written notice of appeal should be sent to the Director of Person County Animal Services. The dog will be considered potentially dangerous pending the appeal. The appeal will be reviewed by the Person County Animal Services Advisory Committee within 2 weeks. The owner will be notified of the Committee's decision within 10 days. The committee's decision can be appealed to Superior Court within 10 days pursuant to NC G.S. 67-4.1 Chapter 10.
- C. It is unlawful for an owner to:
  - 1. Leave a dangerous dog unattended on the owner's real property unless the dog is confined indoors, in a securely enclosed and locked pen, or in another structure designed to restrain the dog.
  - 2. Permit a dangerous dog to go beyond the owner's real property unless the dog is leashed and muzzled or is otherwise securely restrained and muzzled.
- D. If the owner of a dangerous dog or a potentially dangerous dog transfers ownership or possession of the dog to another person, the owner shall provide written notice to the Director of Person County Animal Services, stating the name and address of the new owner of the dog and to the person taking possession of the dog; specifying the dog's dangerous behavior and the Director of Person County Animal Services' determination.
- E. A dog that has been determined to be dangerous or potentially dangerous may be humanely destroyed in the following instances:
  - 1. If the Director of Person County Animal Services determines that a dog that was previously determined to be dangerous or potentially dangerous either bit a person so as to cause a break in the skin or was at large on two or more separate occasions after such determination, the Director of Person County Animal Services may seek a court order that the dog to be humanely destroyed.
  - 2. If the Director of Person County Animal Services in determining that a dog is dangerous or potentially dangerous also determines that the dog, without provocation, has killed or inflicted severe injury on a person, the Director of Person County Animal Services may seek a Court Order that the dog be humanely destroyed.

- F. A dog that has been determined to be dangerous or potentially dangerous may not be released from the animal shelter except to original owner.
- G. The owner or custodian of any dog that has been determined to be dangerous or potentially dangerous, shall report immediately to the Person County Animal Services Officer if the dog gets loose or is otherwise unconfined or it attacks a person or another animal.
- H. An Person County Animal Services Officer shall inspect the premises where a dog determined to be dangerous is kept to insure it conforms to the requirements of this ordinance.
- I. If an animal is observed engaged in any of the acts identified as a public nuisance as defined in the definition section of this ordinance, and an official complaint is filed and the owner, if known, is notified the owner is required to keep said animal contained. Each day said animal is not contained, constitutes a separate violation of this ordinance and the owner shall be so charged with violation of this ordinance.

#### **SECTION 8: NOISY DOGS**

It shall be unlawful for the owner or custodian of any dog to allow it to bark, whine, howl, or make any other noise for a protracted period so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises.

#### **SECTION 9: PUBLIC NUISANCE**

It shall be unlawful for the owner or custodian of any domestic animal to repeatedly chase, snap at, or attack pedestrians or vehicles or to turn over garbage pails, damage garden flowers or vegetables. It shall also be unlawful for the owner or custodian to permit a female animal to run at large during the estrous stage of reproduction.

#### **SECTION 10: INJURING ANIMALS, NOTICE REQUIRED**

It shall be unlawful for any person to injure a domestic animal by running over, into, or coming into contact with animal, by automobile, motorcycle, bicycle, or other vehicle and fail to notify immediately, the owner of the animal or Emergency Communications for the appropriate response.

#### **SECTION 11: CRUEL TREATMENT**

It shall be unlawful for any person to tease, bait, molest, torture, deprive of necessary sustenance, or cruelly beat, mutilate or kill, wound, injury, poison, abandon or subject to conditions detrimental to its health or general welfare any animal or to cause or procure such action. The words "torture, or cruelly" shall be held to include every act omission or neglect whereby unjustifiable physical pain, suffering or death is caused or permitted; but such terms shall not be construed to prohibit lawful shooting of birds, deer and other game for human food nor to prohibit the lawful trapping of game pursuant to the provisions of the NC General Statutes and the regulations of the Wildlife Resources Commission; nor to prohibit the Person County Animal Services Department or their agents or veterinarians from destroying dangerous, unwanted or injured animals in a humane manner.

## **SECTION 12: MANNER OF KEEPING AND TREATING ANIMALS GENERALLY**

In accordance with State Laws any person must provide domesticated animals with adequate shelter, proper food, adequate water and space in accordance with the standards set out in subsections A-C below. In addition, the provisions of subsections D and E shall apply to dogs and cats and sick or injured animals.

- A. Adequate shelter means provision of and access to shelter that is suitable for the species, age, condition, size, and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly lighted; is properly cleaned; enables each animal to be clean and dry, except when detrimental to the species; and for dogs and cats, provides a solid surface, resting platform, pad, floor mat, or similar device that is large enough for the animal to lie on in a normal manner and can be maintained in a sanitary manner. Under this chapter, shelters whose wire, grid, or slat floors: (i) permit the animals feet to pass through the openings; (ii) sag under the animals' weight; or (iii) otherwise do not protect the animals' feet or toes from injury are not adequate shelter.
- B. Provide proper food and adequate water means provision of and access to clean, fresh potable water of a drinkable temperature that is provided in a suitable manner, in sufficient volume, and at suitable intervals appropriate for the weather and temperature, to maintain normal hydration for the age, species, condition, size and type of each animal, except as prescribed by a veterinarian or as dictated by naturally occurring states of hibernation or fasting normal for the species; and is provided in clean, durable receptacles that are accessible to each animal are placed so as to minimize contamination of the water by excrement and pests or an alternative source of hydration consistent with generally accepted husbandry practices.
- C. Adequate space means sufficient space to allow each animal to: (i) easily stand, sit, lie, turn about, and make all other animal body movements in a comfortable, normal position for the animal; and (ii) interact safely with other animals in the enclosure. When an animal is tethered "adequate space" means a tether that permits the above actions and is appropriate to the age and size of the animal; is attached to the animal by a properly applied collar, halter, or harness configured so as to protect the animal from injury and prevent the animal or tether from becoming entangled with other objects or animals, or from extending over an object or edge that could result in the strangulation or injury of the animal; and is at least three times the length of the animal, as measured from the tip of its nose to the base of its tail, except when the animal is being walked on a leash or is attached by a tether to a lead line. When freedom of movement would endanger the animal, temporarily and appropriately restricting movement of the animal according to professionally accepted standards for the species is considered provision of adequate space.
- D. Dogs and cats must not be in extended contact with wet surroundings.
- E. Sick or injured animals:
  - 1. Where an illness has affected the quality of life or is life threatening shall be taken to a licensed veterinarian and treatment administered or humanely euthanized within a 24 hour period.

2. Diseased animals that are contagious to other animals or humans should be quarantined in an area that can be properly disinfected. They shall be treated until determined to no longer be contagious or humanely euthanized.
3. Diseased animals that are contagious to humans shall be reported to the state veterinarian and treated as directed by the state and local veterinarians.
4. Animals infested with parasites shall be treated along with the environment as to avoid re-infestation.
5. Injured animal with an open wound that exposes deeper tissue, fractured bones, or persistent pain caused by soft tissue damage, should be treated by a veterinarian, or humanely euthanized.

The provisions above are in accordance with State Laws for each type of animal under the jurisdiction of Person County Animal Services. It is recommended that animals have adequate vaccination against disease, according to the species of the animal. See Appendix A. Animals are required to be on the owner's property and under control at all times. The City of Roxboro requires animals to be on a leash or physically restrained.

### **SECTION 13: IMPOUNDING ANIMALS**

Any animal which appears to be lost, stray or unwanted, or which is found not wearing a current valid rabies vaccination tag as required by State law, shall be confined in the Animal Shelter in a humane manner for a minimum of (3) business days, for redemption by the owner and a maximum of 15 business days for adoption. Animals may be redeemed once it is established to the satisfaction of the Person County Animal Services Director that it has been vaccinated against rabies. If the animal has not been vaccinated against rabies, the animal will be vaccinated before release at the owner's expense. The owner will be given a date by which the vaccine must be given to any animal under 4 months. (Refer to section on Rabies control)

- A. **Sale or Destruction:** If an impounded animal is not redeemed by the owner within three (3) business days, it becomes the property of the county. As such it may be offered for adoption, placed with a rescue group or humanely euthanized by the Person County Animal Services Department. Animals that are sick injured, from a quarantine area, being held for legal reasons or a danger to the public will not be available unless provided for elsewhere in this ordinance. Animals may be humanely euthanized in order to comply with regulations governing space requirements when there is insufficient space and that situation will be noted on the records.
- B. **Adoption:** The animal can be adopted by any responsible adult who is willing to comply with the Person County Animal Services ordinances and the conditions of the adoption contract. Identification will be required. The adoption fees and spay/neuter deposit must be paid at the time of adoption. (See Appendix A)
- C. **Notifying Owner:** Immediately upon impounding an animal, the Person County Animal Services Department will make reasonable efforts to notify the owner, and inform such owner of the conditions under which the animal may be reclaimed.
- D. **Animal Rescue Organizations:** It is the county's policy to make animals available to organizations in order to attempt to find homes for as many animals as possible, reduce euthanasia rates and for all organizations that care for homeless animals to work together to provide the greatest opportunity for adoption without prejudice towards organizations that are

forced to euthanize animals. It is further the County's policy to foster a community cooperative approach to reducing pet overpopulation with all shelters and rescue groups working together to place all healthy, adoptable animals with families in their community. Animal protection and rescue organizations that possess an IRS Code section 501 designation and meet the requirements of Appendix B shall have the right to obtain possession of any animal in the possession of the County set out in this ordinance except for animals which are rabid or suspected to be so, necessary for criminal or civil judicial purposes, necessary for the disposition of law enforcement investigations, required to be held or disposed of to protect the public health or safety of the citizens of the county or ordered to be held or disposed of by a court of competent jurisdiction. In making animals available to organization as provided for in this subsection, the County does not warrant the physical condition or disposition of any animal. The organization obtaining animals hereunder shall be responsible for any and all damages and injuries sustained by any person or animal on account of such animals and shall hold the County harmless for any claims of damages and injuries sustained by any person or animal on account of such animals. (Refer to Appendix B for guidelines and information for animal rescue organizations who want to take possession of an animal at the shelter.)

- E. **Intact Dogs and Cats:** The Person County Animal Services Department shall require that at the appropriate age all dogs and cats adopted from the Animal Shelter be spayed or neutered. The owner must provide proof from the veterinarian that surgery has been completed.
- F. **Suspected Rabies:** Animals impounded which have been bitten by a rabid animal or which the Person County Animal Services Officer has reasonable grounds to suspect has been exposed to a suspect rabid animal, or appear to be suffering from rabies shall not be redeemed or adopted, but shall be dealt with as provided in Section 6 entitled "Rabies Vaccination and Control" of these Ordinances. Unvaccinated animals from a rabies quarantine area cannot be released.

*Comments: When quarantine for County has been activated, no animals will be released from the shelter, unless it has a current rabies vaccination.*

- G. **Unwanted Animals:** If an animal is officially surrendered by the owner to the Person County Animal Services Department, it may be offered for adoption, placed with a rescue or humanely euthanized without waiting three (3) days if the owner provides proof of ownership. If animal is sick or injured, the animal will be euthanized humanely without a waiting period.
- H. **Diseased or Injured Animals:** Any animal impounded which is badly wounded or diseased (not a rabies suspect) and has no identification shall be humanely euthanized immediately. If the animal has identification, the Person County Animal Services Department will attempt to notify the owner before the animal is euthanized, but if the owner cannot be reached, and the animal is suffering, the Person County Animal Services Department may euthanize the animal at its discretion, in a humane manner.
- I. **Feral Animals:** The Person County Animal Services Director is primarily responsible for public health including the employees of the Person County Animal Services Department. If it is determined that there is a danger to people to hold an animal for three days, the animal may be humanely euthanized without a waiting period.



#### **SECTION 14: RECLAIM AND ADOPTION PROCEDURE FOR IMPOUNDED ANIMALS**

Every person must provide proof of rabies vaccination at the time of reclaim or the animal will be vaccinated by a certified rabies vaccinator at the owner's expense. If not four months of age at the time of reclaim, owner must provide proof of rabies vaccination when animal reaches four months of age.

##### **A. Reclaim Procedure**

1. The owner shall be entitled to reclaim his animal, except as provided for in this ordinance, upon compliance with the provisions of this ordinance and the payment of shelter fees incurred. In addition to the reclaim fee, a holding fee per day must be paid before animals may be reclaimed. A rabies vaccine shall be administered at the shelter before the animal can be reclaimed unless the owner provides proof of a current rabies vaccine. Owner will be charged for this rabies vaccine. A list of fees is found in Appendix A.
2. If the dog or cat is under four months, the owner will be given a proof of rabies vaccination card at the time of the reclaim. This will include the date stating the time limit allowed to have the dog or cat vaccinated for rabies. The owner must provide proof of the rabies vaccine and submit a copy to Person County Animal Services. If this is not returned to Person County Animal Services within the time limit, a Person County Animal Services' officer will be dispatched to retrieve the dog or cat and the owner can be cited for violation of state law.

##### **B. Adoption Procedure**

1. All animals will be vaccinated against rabies before leaving the shelter unless they are under four months of age. Rabies vaccines that are given by a certified rabies vaccinator are for one year only.
2. Adoption fee covers age appropriate vaccinations and will be paid at the time of adoption.
3. There will be a spay/neuter deposit for all animals adopted from the shelter unless already spayed/neutered. This deposit will be returned once the proof of sterilization has been returned unless have opted for voucher. The sterilization must be completed within 30 days if the animal is 6 months of age or older. If the animal is under six months, a date will be set and listed on the adoption papers. In order to receive a refund of the deposit, surgery must be done by the date set unless there is a documented medical reason to delay surgery. (See Appendix C)
4. Documentation from a veterinarian will be required for any spay/neuter deposits to be returned.

*Comments: For a list of these fees, see Appendix A.*

#### **SECTION 15: EXEMPTIONS**

Hospitals, clinics and other premises operated by licensed veterinarians for the care and treatment of animals are exempt from the provisions of this ordinance except for the sections on cruel treatment and the manner of keeping animals as per state law.

#### **SECTION 16: INTERFERENCE**

It shall be unlawful for any person to interfere with a member of the Person County Animal Services Department or Person County Animal Services Officers or Veterinarians in the performance of any duty authorized by this ordinance, or to seek to release any animal in the custody of said agents.

#### **SECTION 17: RECORDS**

It shall be the duty of the Person County Animal Services Department to keep accurate and detailed records of:

- A. Impoundment and disposition of all animals coming into the Person County Animal Services;
- B. Bite cases, violations, and complaint investigations;
- C. All monies belonging to County which were derived from impoundment fees, penalties and adoption of animals;
- D. All other records deemed necessary by the County Manager and/or State law.

#### **SECTION 18: FEES**

Fees shall be charged in accordance with schedule of fees adopted from time to time by the Person County Board of Commissioners. (See Appendix A).

#### **SECTION 19: PENALTIES**

This ordinance may be enforced by any and all of the procedures set out below:

- A. Under authority of NC G.S. 153A. 123 (b) violation of this ordinance is a misdemeanor punishable by a fine and/or imprisonment for not more than thirty days.
- B. The Animal Services Officer may institute an action for injunctive relief and an order of abatement as provided for in NC G.S. 153 A-123 (e) for any condition found unlawful in this ordinance.
- C. The Animal Services Officer may also enforce this Ordinance by issuing a Notice of Civil Penalty pursuant to NC GS 153A-123(c).

1) The Civil penalties provided for herein shall be as set forth in the schedule of fees and penalties adopted from time to time by the Person County Board of County Commissioners. Such Civil Penalties shall be in addition to, and not in lieu of, the Criminal penalties and other remedies provided by this Ordinance or by State law. The animal services officer shall be authorized to issue a citation to the person(s), violating this ordinance and shall give notice of the violation in the manner prescribed below. Citations so issued may be delivered in person or mailed by registered or certified mail, return receipt requested, to the person charged. The civil penalty or penalties set forth in the citation must be paid within seventy-two (72) hours of the receipt of the citation and shall be paid to the Animal Services Department. The Animal Services Department shall forward all such penalties collected to the Finance Office for the County of Person for application as by law provided.

2) If the person charged fails to pay the civil penalty within seventy-two (72) hours from the time the citation was issued an additional civil penalty as provided for in the schedule of fees and penalties shall be assessed.

3) Such civil penalties may be recovered by Person County in a civil action in the nature of debt or may be collected in such other manner as prescribed herein.

4) Such notice shall, among other things:

a) State upon its face the amount of the penalty, and

b) Provide that such offender may answer the said notice by mailing said notice, and paying the stated penalty to the Person County Animal Services Department at its mailing address stated in the notice or by making payment to the Person County Animal Services Department directly and that upon payment, such case or claim and right of action by Person County will be deemed compromised and settled, and

c) State that such penalties must be paid within seventy-two (72) hours from issuance of such notice, and

d) State that if such notice of violation is not paid within said seventy-two (72) hour period, civil action to recover the debt may be instituted to include but not be limited to the debt collection procedures of NC GS Chapter 105A Setoff Debt Collection Act, ( interception of state income tax refunds), and

e) State that the Person County Animal Services Department is authorized to accept such payments in full and final settlement of the claim or claims, right or rights of action which Person County may have. Acceptance of such penalty shall be deemed a full and final release of any and all such claims, or rights of action arising out of such contended violation or violations, and

D. Each day of continued violation of this ordinance is a separate and distinct offense as provided for in NC G.S.153A-123(g).

**SECTION 20: PERSON COUNTY ANIMAL SERVICES DEPARTMENT**

The Person County Animal Services Department of Person County, as created the 21<sup>st</sup> day of April, 1981, shall be composed of such positions as shall be determined by the Board of County Commissioners. The said employees shall be hired and compensated in accordance with the Person County Personnel Policy.

**SECTION 21: ADVISORY COMMITTEE**

An Advisory Committee shall advise the Board of County Commissioners and the County Manager with respect to Person County Animal Services matters. The Advisory Committee is composed of members appointed by the Board of County Commissioners to serve at the pleasure of said Board.

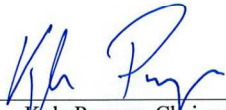
**SECTION 22: SEVERABILITY**

If any section or part of this ordinance should be held invalid for any reason, such determination shall not affect the remaining sections or parts, and to that end the provisions of this ordinance are severable.

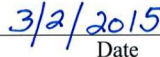
**SECTION 23: EFFECTIVE DATE**

This ordinance shall become effective the 1st day of May 2015 and supersedes any previous versions of the ordinance.

Adopted, this, the 16<sup>th</sup> day of February 2015.



Kyle Puryear, Chairman  
Person County Board of Commissioners



Date





Brenda B. Reaves, Clerk to the Person County Board of Commissioners

## Appendix A Fees

<b>Adoption Fees</b>	
Adoption Fee - includes age appropriate vaccinations	\$25.00
Deposit required for unaltered animal	\$75.00
(Deposit will be refunded if completed before the deadline that is stated on adoption contract)	
<b>Reclaim Fees</b>	
1st Offense Reclaim	\$25.00
2nd Offense Reclaim (in one year period)	\$50.00
3+ in one year period, reclaim fee per offense	\$100.00
Regular holding per night	\$5.00
Quarantine holding per night	\$10.00
Rabies Vaccination	\$8.00
(if unvaccinated or no proof of vaccination)	
<b>Animal Pick Up Fees</b>	
Pick up litter of puppies or kittens	\$25.00
Pick up injured or sick dogs and cats	\$25.00
<b>Rescue/Pull Fees</b>	
Rabies Vaccination (4 months old or older)	\$8.00
5 way vaccine	\$6.00
<b>Rabies Clinic</b>	
Rabies Vaccination (Times to be announced)	\$8.00
<b>Trap Deposit</b>	
Cat or Dog Trap	\$25.00
<b>Citation Violation Fees</b>	
No current or displayed Rabies Tag	\$25.00
Permitting a dog to run at large	\$25.00
Allowing a female "in heat" to run at large	\$25.00
Cruelty to animals	\$100.00
Interfering with an Animal Services Officer	\$100.00
Nuisance	\$25.00
Leaving a dangerous dog unattended unless confined indoors or in securely enclosed and locked pen	\$100.00

## Appendix B

### Rescue Group Procedures

The purpose of this policy is to establish standard operating procedures for Person County Animal Services and all rescue groups that wish to pull animals from Person County Animal Shelter. In making animals available to organizations, the Person County Animal Service's goal is to improve the lives of animals in our county. In order to attempt to find homes for as many animals as possible and reduce euthanasia rates, all organizations that care for homeless animals must work together to provide the greatest opportunity for adoption without prejudice towards organizations that are forced to euthanize animals. A community cooperative approach to reducing pet overpopulation is the goal with all shelters and rescue groups working together to place all healthy, adoptable animals with families in their community. Animal protection and rescue organizations that possess an IRS Code section 501 designation and meet the requirements of Appendix B shall have the right to obtain possession of any animal in the possession of the County set out in this ordinance except for animals which are rabid or suspected to be so, necessary for criminal or civil judicial purposes, necessary for the disposition of law enforcement investigations, required to be held or disposed of to protect the public health or safety of the citizens of the county, or ordered to be held or disposed of by a court of competent jurisdiction. As provided for in this subsection, the County does not warrant the physical condition or disposition of any animal. The organization obtaining animals hereunder shall be responsible for any and all damages and injuries sustained by any person or animal on account of such animals and shall hold the County harmless for any claims of damages and injuries sustained by any person on account of such animals.

1. Rescue groups wishing to rescue animals must be a non-profit organization with 501 paperwork. Each rescue group must submit a copy of its 501 papers and a list of agents authorized to pick up animals from the Person County Animal Shelter.
2. All rescue groups must have an application approved by the Person County Animal Services Director (hereinafter "Director"). A rescue application may be denied by the Director, in which case he/she will send an explanation for the denial in writing.
3. Person County Animal Services will notify an applying rescue group of the approval or denial of its application and will do so within 10 business days of the receipt of the application.
4. In the event a rescue group's application is denied, the group may appeal the decision to the Animal Services Advisory Committee. The Committee will meet within 2 weeks and notify the group of its decision within 10 days after that meeting. If the Committee overturns the denial, the application will be forwarded to the Director, and will be signed by the Chairperson of the Committee signifying approval of the application.

5. A rescue group may have its privileges to pull animals from Person County Animal Shelter suspended by the Director. The Director will notify the Animal Advisory Committee. The Committee will meet within 2 weeks to review the suspension. The Animal Services Advisory Committee will notify the suspended rescue group within 10 days after that meeting of its decision.

The guidelines for rescue groups are as follows:

1. Adherence to animal pull procedures which include date and time limits.
2. Cordial interaction between all parties.
3. Not violating any of the other rules or provisions provided herein.
4. All rescue groups are to make arrangements to pull all animals they intend to rescue prior to the day the animals is scheduled for euthanasia.
5. All rescues are to be coordinated through the Rescue Coordinator.
6. All animals will be held at the Person County Animal Shelter for the mandatory 72 hours impoundment period after arriving at the shelter, and no animal is to be released prior to the expiration of this time. (Except as outlined in Section 4 of the Person County Animal Services Ordinance.)
7. The adoption agent will have 1<sup>st</sup> choice of animals that are in holding. If an animal is placed in adoption and does not get adopted, the rescue group will be notified that they may pull the animal.
8. Animals can be tentatively reserved while they are in the holding. The following information needs to be directed to the Rescue Coordinator:

Intake number, cage number, brief description to be sent to the Rescue Coordinator by email or by a written notice. Rescue Coordinator must be notified by 4:00 p.m. on day before animal is due to be released from holding.  
*Example: Hold Until Date 7/2/10*  
*Notify Rescue Coordinator no later than 4:00p.m. on 7/1/10*
9. You will be notified if the animal you reserved is put up for adoption, has been adopted, reclaimed or has become ill. If it is in the best interest of the animal due to unforeseen issues, the animal will be humanely euthanized before you are notified. If a qualified potential adopter and a rescue group are interested in the same animal, the adopter will be given preference according to NC G.S.130A-192(al).

10. If a rescue group reserves an animal, Person County Animal Shelter will place the animal in the rescue holding cages and will place a card on its cage stating the name of the group and the date by which the animal will be pulled by the rescue group.
11. Age appropriate vaccinations will be given upon request to animals when they are moved to Rescue Holding. Rescue Groups will be responsible for the cost of the vaccinations which will be billed on a monthly basis. See Appendix A for cost.
12. A rescue group's request to reserve an animal may be denied at the discretion of the Director.
13. Rescue group members are not allowed to euthanize or medicate animals at the Person County Animal Shelter.
14. Before leaving the Person County Animal Shelter with any animal, a rescue group member must notify a shelter employee.
15. Animals that have been reserved can be picked up during normal business hours.
16. Rescue groups must have procedures for sterilization of the animals that they adopt out.
17. Any questions regarding the animals will be directed to the Rescue Coordinator. If the coordinator is not available, the questions should be submitted in writing.



## Rescue Group Offenses

### Minor:

- Not following Rescue Group Procedures listed in Appendix B of the Animal Control Ordinances.
- Not following through after “tagging” pets for rescue.

### Offenses

- First Offense: written warning
- Second Offense: suspension of 30 days
- Third Offense: suspension of 90 days
- Fourth Offense: suspension of 180 days

### Major:

- Using a 501c3 IRS designation that is not current.
- Not adhering to state and federal animal welfare and cruelty laws.
- Not making sure all pets pulled by rescue are spayed/neutered as required.
- Not licensing rescue with the Department of Agriculture if required (more than 9 rescue pets in any foster home.)
- Pulling from the Shelter and then turning into other city or county-run shelters.
- Negative interaction with shelter as to cause disruption of normal everyday functions at shelter

### Offenses:

- First Offense: suspension of 30 days, 1 year probation\*
  - Second Offense: suspension of 90 days, 1 year probation\*
  - Third Offense: suspension of 180 days, 1 year probation\*
  - Fourth Offense: suspended indefinitely
- \*Rescue Groups on probation, if violate their probation will be suspended for 1 year

### Redemption

Rescue Groups with previous offenses who go 5 years with no additional offenses can have their record cleared and will be restored to a clean record status.

### Procedures for implementation of offenses to Rescue Groups:

Minor Offenses: as better defined in the Rescue Groups Procedures, Appendix B (attached to the Person County Animal Services Ordinances, Rescue Group will be sent a letter from PCAS Director and Director to notify PC Advisory Committee.

Major Offenses: PCAS Director to notify PC Advisory committee and Committee to meet within 2 weeks to review. Rescue Groups may appeal the Director's decision by notifying PC Animal Advisory Committee and will be invited to the next scheduled Committee meeting. PC Animal Advisory committee will render a decision and notify the Rescue Groups within 10 working days of that meeting as to their decision.

**Appendix C**

**Person County Animal Services  
2103 Chub Lake Road, Roxboro, NC 27574  
Spay or Neuter Voucher**

Person County Animal Services has partnered with three local veterinarians to offer you an opportunity for low cost spaying or neutering for your adopted animal(s).

The adopter will schedule an appointment with one of the veterinarians before the deadline date listed on this voucher. Please be sure to tell the veterinarian's office that you will be using your spay or neuter voucher on an adopted animal from the Animal Shelter. This voucher will be presented for payment to the veterinarian's office.

This voucher will **NOT** cover any complication costs associated with the spaying or neutering surgery (i.e. pregnancy or retained testicles) or will not cover any additional medical services. **Additional costs will be the animal owner's responsibility.**

This voucher only applies to the three veterinarians listed below. If you choose a different veterinarian, you will be responsible to pay for the spaying or neutering. You will still need to have the surgery performed by the deadline stated in your contract. Please submit a copy of the invoice from the veterinarian to Person County Animal Shelter to receive your \$75 deposit refund. If your veterinarian would like to participate in this voucher program, please have them contact Person County Animal Shelter at 336-597-1741.

**PARTICIPATING VETERINARIANS**

Roxboro Animal Hospital  
520 Burlington Road  
Roxboro, NC 27573  
336-599-8303

Woodsdale Animal Hospital  
430 S Morgan Street  
Roxboro, NC 27573  
336-599-0611

Halifax County Veterinary Center  
403 S. Main Street  
Halifax, VA 24558  
434-476-2166

Adopter's Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Animal Intake Number \_\_\_\_\_ Date Adopted \_\_\_\_\_

Breed \_\_\_\_\_ Color \_\_\_\_\_ Sex \_\_\_\_\_ Age \_\_\_\_\_

Deadline for spaying and neutering and voucher \_\_\_\_\_

**THIS VOUCHER IS REDEEMABLE ONLY  
FOR THE ADOPTER'S NAME AND ANIMAL LISTED ABOVE.  
NON TRANSFERRABLE.**

**If your veterinarian would like to participate in this voucher program, please have them  
contact Person County Animal Services at 336-597-1741.**

**February 16, 2015**



## CITATION

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### Person County Animal Services

2103 Chub Lake Road, Roxboro, NC 27574 • (336) 597-1741 • Fax: (336) 597-3319

☐ WARNING ONLY ( If checked you have 72 Hours to correct or you will be fined the fixed amount below)

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

Name: \_\_\_\_\_ Driver License No. \_\_\_\_\_

Address: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

City/State: \_\_\_\_\_ Phone Number: \_\_\_\_\_

### Animal Description

Breed: \_\_\_\_\_ Sex: \_\_\_\_\_ Color: \_\_\_\_\_ Rabies Tag: \_\_\_\_\_

Breed: \_\_\_\_\_ Sex: \_\_\_\_\_ Color: \_\_\_\_\_ Rabies Tag: \_\_\_\_\_

The violation for which you are being cited is in violation of either or both North Carolina Animal Control Laws and

Person County Animal Services Ordinance.

You are hereby cited for violation of the following:

- |   |  |
|---|--|
| <input type="checkbox"/> \$25 No current or displayed Rabies Tag          | <input type="checkbox"/> \$100 Interfering with an Animal Services Officer   |
| <input type="checkbox"/> \$25 Permitting a dog to run at large            | <input type="checkbox"/> \$25 Nuisance   |
| <input type="checkbox"/> \$25 Allowing a female "in heat" to run at large | <input type="checkbox"/> \$100 Leaving a dangerous dog unattended unless confined indoors or in securely enclosed and locked pen |
| <input type="checkbox"/> \$100 Cruelty to animals                         |  |
| <input type="checkbox"/> \$ _____ Other: _____                            |  |

OFFICIAL USE ONLY
<input type="checkbox"/> Warning Corrected
<input type="checkbox"/> Fine Paid
<input type="checkbox"/> Sent to Magistrate
Court Date: _____
Verdict: _____

Number of violations: \_\_\_\_\_ Total Amount of fine: \$ \_\_\_\_\_ Mail or bring this citation with the amount of fine to

Said penalty shall be paid on or before : \_\_\_\_\_ the above address.

Animal Services Officer: \_\_\_\_\_ If Warning, must bring citation to shelter.

If the person charged fails to pay the civil penalty within seventy-two (72) hours from the time the citation was issued, an additional civil penalty as provided for in the schedule of fees and penalties shall be assessed.

Each day of continued violation of this Ordinance is a separate and distinct offence as provided for in NC G.S. 153A-123(g).

Animal Services Ordinance Appendix D

**ADJOURNMENT:**

A **motion** was made by Commissioner Kendrick and **carried 4-0** to adjourn the meeting at 12:51 pm.

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Brenda B. Reaves  
Clerk to the Board

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Kyle W. Puryear  
Chairman