



**ROWAN COUNTY COMMISSION AGENDA
SPECIAL MEETING
April 7, 2021 - 4:00 PM**

**Join from a PC, Mac, iPad, iPhone or Android device:
<https://bit.ly/rowanboc0407>
Password: 918083**

**Or join by phone:
Dial: (602) 753-0140 (720) 928-9299 (213) 338-8477**

Webinar ID: 970 4575 1361

Password: 918083

Call to Order

Invocation

- Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Board members are asked to voluntarily inform the Board if any matter on the agenda might present a conflict of interest or might require the member to be excused from voting.

Consider Additions to the Agenda

- Notice of Award and Contract with Dellinger, Inc. for Chemical Booster Station

Consider Approval of the Agenda

- 1 Ratify ZTA 02-19: Solar Energy Systems and Miscellaneous Text Amendments
- 2 Ratify: 30-day Extension of Solar Moratorium
- 3 Adjournment

Individuals with disabilities who need modifications to access the services or public meetings of Rowan County Government may contact the Clerk to the Board of

Commissioners three days prior to the meeting by calling (704) 216-8181 or by utilizing the North Carolina relay number at 1-800-735-2962 (English) or 1-888-825-6570 (Spanish). For additional communication options, please consult: <https://relaync.com>.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: County Manager Aaron Church
DATE: April 7, 2021
SUBJECT: Notice of Award and Contract with Dellinger, Inc. for Chemical Booster Station

MOTION: Authorize the County Manager to sign the Notice of Award and Contract with Dellinger, Inc in the amount of \$742,900.41 as provided in the email to the Board of Commissioners from the County Manager dated April 6, 2021 sent at 8:45pm.

ATTACHMENTS:

Description	Upload Date	Type
Contract for Chemical Booster Station	4/7/2021	Cover Memo



Hazen and Sawyer
620 Green Valley Road, Suite 101
Greensboro, NC 27408 • 336.292.7490

April 6, 2021

Dean Kite
Vice President
Dellinger, Inc.
2631 Old Charlotte Hwy
Monroe, NC 28110

**Re: Notice of Award
And Execution of Contract Documents
Northeast Rowan County Water System Chemical Booster Station
Single Prime Contract
Rowan County, North Carolina
H&S No. 32506**

Dear Mr. Kite:

Dellinger, Inc.'s total lump sum proposal for the Project referenced above, in the amount of \$742,900.41 for the Base Bid A plus Lump Sum Bid Price B, Lump Sum Bid Price C, and Allowance #1, listed on Page 00 40 00-5 of the Contract Documents, has been accepted by Rowan County, herein after the Owner. The total lump sum bid was calculated as follows based upon the values submitted in Dellinger's formal bid submitted to the Owner on March 10, 2021:

Base Bid A	\$617,825.00
Lump Sum Bid Price B	\$20,000.00
Lump Sum Bid Price C	\$20,000.00
Allowance # 1	\$85,075.41
Total Lump Sum Base Bid	\$742,900.41

Formal Notice of Award is included on Page 00 51 00-01 and 00 51 00-02 of the Contract Documents.

Please complete the enclosed five (5) sets of the Contract Documents and promptly return all sets to this office for execution by the Owner. One completely executed set will be returned to your office for your records. The Notice to Proceed will be issued after execution of the Contract Documents by the Owner.

Please follow the instructions listed below for completing the Contract Documents:

1. Page 00 51 00-01. Complete and date the Acceptance of Notice.
2. Section A: Agreement

Job no 32506

- a. Pages 00 52 00-1 through 00 52 00-7: Read instructions and follow them carefully.
 - b. Pages 00 52 00-8 and 00 52 00-09: Complete right column in its entirety. DO NOT DATE CONTRACT.
3. Section B: Contract Security
 - a. Performance Bond (2 pages): Complete in their entirety. DO NOT DATE BONDS.
 - b. Payment Bond (2 pages): Complete in their entirety. DO NOT DATE BONDS.
 - c. Attach certified copy of Power of Attorney. DO NOT DATE POWER OF ATTORNEY.
4. Attach the Certificate of Insurance per Section 00 20 00 Article 24 Contractor's Insurance. The Owner and the Engineer need to be named as insured in each policy issued. In addition, refer to Article 5.02 and 5.03 of the Supplementary Conditions.
5. Most Certificates of Insurance state under the cancellation clause that "the issuing company will endeavor to mail 30 days written notice to the ..." and "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives". If your certificate states this, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives" must be stricken in order to comply with the Contract Documents.

The North Carolina Department of Environment and Natural Resources has issued the Authorization to Construct. This is a very important Project that the Owner would like to get underway as soon as possible, so we ask that Dellinger expedite execution of the Contract Documents as much as possible.

If there are any questions concerning execution of the Contract Documents, please advise.

Sincerely,
Hazen and Sawyer

Aaron D. Babson, PE
Senior Associate

Enclosures:
Notice of Award
Contract Documents

cc: Aaron Church
Randy Cress
David Sifford

SECTION 00 51 00
NOTICE OF AWARD

To: Dean Kite – Vice President Date: April 6, 2021
2631 Old Charlotte Hwy
Monroe, NC 28110

The County of Rowan, North Carolina, herein called Owner, represented by the undersigned has considered the Bid submitted by you for the Work and any adopted alternatives in response to its Invitation to Bid and Instructions to Bidders dated February, 2021.

Determined to be in Owner's best interest, the Owner accepts your Bid in the amount of \$742,900.41 – Seven Hundred Forty-Two Thousand Nine Hundred and 41 cents and intends to execute the Agreement for this Work. You are hereby notified that your Bid has been accepted for the Work. You are required by the Instructions to Bidders to execute the formal Agreement with the undersigned Owner and to furnish the required Contractor's Performance Bond and Payment Bond, proper Insurance Certificate and other required Contract Documents within fifteen (15) days from the date of delivery of this Notice to you. **You are required to return an acknowledged copy of this Notice of Intent to Award and all copies of the signed Agreement (leave dates blank) to the Owner for execution.**

If you fail to execute said Agreement and to furnish said bonds and certificates within 15 days from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Security. The Owner will be entitled to such other rights as may be granted by law and to award the Work covered by your Bid to another, or to re-advertise the Work or otherwise dispose thereof as the Owner may see fit.

Dated this _____ day of _____, 20____.

Owner

By: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this

_____ day of _____, 20____.

By: _____

Title: _____

END OF NOTICE OF AWARD

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SECTION E: DRAWINGS

SECTION F: ADDENDA 1-3

SECTION A: AGREEMENT

SECTION 00 52 00

AGREEMENT

THIS AGREEMENT is by and between Rowan County, NC (hereinafter called Owner) and Dellinger, Inc. (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall at its own cost and expense furnish all labor, services, tools, materials, equipment, and incidentals necessary to complete all Work as specified or indicated in the Contract Documents to construct the NE Rowan County Water System Chemical Booster Station. The Work is generally described in Section 01 11 00 – Summary of Work of the General Requirements.

ARTICLE 2 – PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:
- A. Furnish all equipment, superintendence, labor, skill, material, and all other items necessary for the construction of the Rowan County NE Water System Chemical Booster Station. The project involves the installation of a 12' x 20' precast concrete building that will serve as a chemical booster station for caustic and orthophosphate. Each chemical will have two containment scales, two solenoid diaphragm pumps, a carrier water system, and associated valves and piping. The project also involves the construction of a 6-ft x 7-ft precast concrete, doghouse vault where the chemicals will be injected into the water distribution system.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Hazen and Sawyer, hereinafter called Engineer, which is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work shall be substantially completed within 180 calendar days after the date when the Contract Times commence to run as provided in the General Conditions, and completed and ready for final payment in accordance with the General Conditions within 210 calendar days from the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. Owner and Contractor recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss, apart from the costs described in Paragraph 4.04.A, if the Work is not substantially completed within the time specified in Paragraph 4.02.A for Substantial Completion, plus any extensions thereof allowed in accordance with the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02.A above for Substantial Completion (adjusted for changes thereof, if any, made in the General Conditions) until the Work is substantially complete.

4.04 Special Damages:

- A. In addition to the amount provided for liquidated damages, Contractor shall pay Owner the actual costs reasonably incurred by Owner for engineering and inspection forces employed by Owner relative to the Work for each day that expires after the days specified in Paragraph 4.02.A for Substantial Completion (adjusted for changes thereof, if any, made in accordance with the General Conditions) until the Work is substantially complete.
- B. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or proper extension thereof, if any, granted by Owner, Contractor shall pay Owner the actual costs reasonably incurred by Owner for engineering and inspection forces employed by Owner relative to the Work for each day that expires after the time specified in Paragraph 4.02.A for Work to be completed and

ready for final payment (adjusted for extensions thereof, if any, made in accordance with the General Conditions) until the Work is completed and ready for final payment.

- 4.05 Owner may deduct liquidated damages and special damages as determined by the provisions of this Article 4 from progress payments due Contractor under this Agreement.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor, in current funds, for completion of the Work in accordance with the Contract Documents the prices stated in Contractor's Bid, which Bid is attached hereto and identified as Exhibit 1 of this Agreement. As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer. Contractor's Applications for Payment will be due on the 10th day of each month, or as otherwise mutually agreed by Owner and Contractor, during performance of the Work. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in the General Conditions. A progress payment will not be made whenever the value of the Work completed since the last previous progress payment is less than \$5,000.

6.03 Final Payment:

- A. Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in the General Conditions.

ARTICLE 7 – INTEREST - NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 As part of the inducement for Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to the Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); if any, that have been identified in Section 01 11 00 – Summary of Work as containing reliable “technical data”, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Section 01 11 00 – Summary of Work as containing reliable “technical data”.
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - 1. The cost, progress, and performance of the Work;
 - 2. The means, methods, techniques, sequences and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents, and;
 - 3. Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract

Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 The Contract Documents consist of the following:

- A. This Agreement
- B. Contract Security
- C. Conditions of the Contract
- D. Specifications, as listed in the table of contents of the Project Manual
- E. The Drawings bound to the Project Manual, comprising a set entitled "TASK ORDER 1: NORTHEAST ROWAN COUNTY WATER SYSTEM CHEMICAL BOOSTER STATION" and including the following:
 - 1. Drawings number 1 through 27.
- F. Addenda consisting of number 1 through 3, inclusive.
- G. The following, which may be delivered or issued on or after the Effective Date of the Agreement, and are not attached hereto:
 - 1. Notice to Proceed.
 - 2. Work Change Directive(s)

- 3. Change Order(s)
- 4. Field Order(s)
- 9.02 The documents listed in Paragraph 9.01 above are attached to this Agreement (except as expressly noted otherwise above). Documents not attached are incorporated by reference. There are no Contract Documents other than those listed in this Article 9.
- 9.03 The Contract Documents may only be amended or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents, held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Waiver

- A. The waiver by the Owner of any breach or violation of any term, covenant, or condition of this Agreement or of any Law or Regulation shall not be deemed to be a waiver of any other term, covenant, condition, or Law or Regulation, or of any subsequent breach or violation of the same or of any other term, covenant, condition, or Law or Regulation. The subsequent payment of any monies or fee by the Owner which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Contractor of any term, covenant, condition of this Agreement or of any applicable Law or Regulation.

10.06 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.06:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made to:
 - a. influence the bidding process or the execution of the Contract to the detriment of Owner,
 - b. establish Bid or Contract prices at artificial non-competitive levels, or
 - c. deprive Owner of the benefits of free and open competition.
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm directly or indirectly persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement on the day and year first written above.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

Owner: Rowan County, NC

Contractor: Dellinger, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____

Attest _____

Title: _____

Title: _____

Address for giving notices

Address for giving notices

Agent for service of process: _____

(Attach evidence of authority to sign
and resolution or other documents
authorizing execution of
Agreement.)

(If Contractor is a corporation, partnership,
or limited liability company, attach evidence
of authority to sign.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone No.: _____

Fax No.: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone No.: _____

Fax No.: _____

APPROVED AS TO FORM

Law Director

Date

END OF AGREEMENT

SECTION A:
EXHIBIT A - CONTRACTOR'S BID

NE Rowan County Water System Chemical Booster Station
Rowan County, NC

Technical Bid Received/Opened: Finance Department of the Rowan County Administration Building (130 W Innes Street, Salisbury, NC 28144)

Bid Tabulation

Bid Opening: 3/10/21 at 2pm

Bidder	MWBE Paperwork Submitted	Bidder Qualification Forms (Schedule A, B & C)	License No.	Bid Security (%)	Receipt of Addendum	Total Single Prime Base Bid Price (Sum of A, B, C, & D)
1 Dellinger, Inc. (1)	Yes	Yes	5992	5%	Yes	\$ 742,900.41
2 Gilbert Engineering	Yes	Yes	999	5%	Yes	\$ 783,925.41
3 Harper GC	Yes	Yes	3146	5%	Yes	\$ 953,000.00
4 Loughlin Sutton	Yes	Yes	3067	5%	Yes	\$ 812,000.00
5 NJR Group	Yes	Yes	77426	5%	Yes	\$ 2,062,235.41

(1) Dellinger, Inc. had a discrepancy of \$0.41 between the indicated sum of Items A, B, C and D and the correct sum of the Items. Per Article 16 of Section 00 20 00 of the Contract Documents, the discrepancy shall be resolved in favor of the correct sum, which is indicated in this bid tabulation.

The Bids tabulated herein were opened and read aloud at 2:00 p.m. on the 10th day of March 2021 in the Finance Department of the Rowan County Administration Building. The tabulation is correct in that it contains the Bid prices as presented on the original Bid Form of each Bidder.



SECTION 00 40 00

BID FORM

TABLE OF ARTICLES

1. Bid Recipient
2. Bidder's Acknowledgements
3. Bidder's Representations
4. Bidder's Certifications
5. Basis of Bid
6. Certified List of Subcontractors
7. Certification of Equipment/Materials Manufacturers
8. Time of Completion
9. List of Required Attachments to this Bid
10. Defined Terms
11. Bid Submittal

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid should be submitted to:

Rowan County Finance Office
Attn: David Sifford, Purchasing Agent
130 West Innes St., Suite 110, Salisbury, NC 28144

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all

Work as specified or indicated in the Bidding Documents for the price(s) and within the times indicated in this Bid and in accordance with the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign the Agreement and will furnish the required contract security, and other required documents within the time periods set forth in the Bidding Documents.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, if any, and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum No.	Date Received
1	2/22/21
2	3/3/21
3	3/5/21

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, that have been identified in Section 01 11 00 – Summary of Work as containing reliable "technical data".

- E. Bidder has considered the information known to Bidder, information commonly known to contractors doing business in the locality of the Site, information and observations obtained from visits to the Site, the Bidding Documents, and the Site-related reports and drawings identified in the Bidding Documents with respect to the effect of such information, observations, and documents on:
 - 1. The cost, progress and performance of the Work.
 - 2. The means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder.
 - 3. Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work (if any) to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

- A. This Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of the Paragraph 4.01.D.

1. "Corrupt practice" means the offering, giving, or soliciting of anything of value likely to influence the action of a public official in the bidding process
2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
3. "Collusive practice" means to scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the amount as listed below. Total bid amount(s) shall be shown in words and numbers. In case of discrepancy, the bid amount shown in words will govern.

BID FORM	
SINGLE PRIME CONTRACT FOR Northeast Rowan County Water System Chemical Booster Station	
<i>NOTE TO BIDDER: Include all pages listed in Section 00 40 00 with bid.</i>	
	<i>Amount in Numbers</i>
A ALL WORK FOR THE NORTHEAST ROWAN COUNTY WATER SYSTEM CHEMICAL BOOSTER STATION PROJECT (EXCLUDING BID ITEMS B-D) LUMP SUM BASE BID PRICE: <i>NOT including reimbursable North Carolina sales tax</i>	\$ 617,825
B ASSOCIATED WORK FOR CAUSTIC FEED SYSTEM LUMP SUM BID PRICE: <i>NOT including reimbursable North Carolina sales tax</i>	\$ 20,000
C ASSOCIATED WORK FOR CORROSION INHIBITOR FEED SYSTEM LUMP SUM BID PRICE: <i>NOT including reimbursable North Carolina sales tax</i>	\$ 22,000
D ALLOWANCE #1 AMOUNT: SCADA Integration	\$ 85,075.41
TOTAL SINGLE PRIME BASE BID PRICE (SUM OF A, B, C & D): <i>Not including reimbursable NC sales tax.</i>	\$ 742,900
TOTAL SINGLE PRIME BASE BID PRICE (SUM OF A, B, C & D) in Words: <i>Not including reimbursable NC sales tax.</i> SEVEN HUNDRED FORTY-TWO THOUSAND, NINE HUNDRED & ^{NO}/₁₀₀	
BIDDER NAME: Dellinger, Inc.	
NOTE: ALL SIGNATURES REQUIRED IN THE BID FORM MUST BE PROPERLY EXECUTED TO BE CONSIDERED A VALID BID.	

5.02 Caustic Feed System

- A. Contractor shall include in bid line item B in the Bid Form Table the lump sum price for the associated work and equipment for the caustic feed system. This shall include:
 - 1. Two metering pumps
 - 2. FRP shelving
 - 3. Two chemical containment scales
 - 4. Caustic system individual feed lines and injector
 - 5. Carrier water piping and fixtures associated with the caustic feed system only

5.03 Corrosion Inhibitor Feed System

- A. Contractor shall include in bid line item C in the Bid Form Table the lump sum price for the associated work and equipment for the corrosion inhibitor feed system. This shall include:
 - 1. Two metering pumps
 - 2. FRP shelving
 - 3. Two chemical containment scales
 - 4. Corrosion inhibitor individual feed lines and injector
 - 5. Carrier water piping and fixtures associated with the corrosion inhibitor feed system only

5.04 SCADA Integration

- A. Contractor shall include in bid line item D in the Bid Form Table the specified allowance for SCADA integration. Contractor shall be required to furnish SCADA integration by Lord & Company, Inc. The Owner has selected Lord & Company, Inc. and has negotiated a not-to-exceed price quote in the amount listed in the Bid Form Table. The proposal for this work is attached to the proposal section and labeled Attachment A.

ARTICLE 6 – CERTIFIED LIST OF SUBCONTRACTORS

6.01 The Bidder, Dellinger, Inc.

as part of the procedure for the submission of Bids on this project entitled

Northeast Rowan County Water System Chemical Booster Station

submits the following list of Subcontractors to be used in the performance of work to be done on said Project. The list shall include all Subcontractors who will be subcontracted to provide at least \$25,000.00 of the work, list on additional paper as required. The list of Subcontractors and all responsibilities of all disciplines shall be based on requirements of the Contract Documents. Changes to this list after the Bid opening shall only be as approved by the Owner upon request by the Contractor or as required by the Owner based on upon review of Subcontractor's qualifications.

AREA OF SPECIALIZATION

SUBCONTRACTORS

ELECTRICAL
PRECAST CONCRETE

BOGUE ELECT.
SOUTH CAROLINA

- A. It is understood and agreed that, if awarded a Contract, the Contractor will not make any additions, deletions or substitutions to this certified list without the consent of the Owner.

**CERTIFICATION AFFIDAVIT
FOR CERTIFIED LIST OF SUBCONTRACTORS**

THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED A CONTRACT, THIS CERTIFICATION SHALL BE ATTACHED THERETO AND BECOME A PART THEREOF.

NAME OF SIGNER: _____

Dean Kite
(Please Print or Type)

TITLE OF SIGNER: _____

Vice President
(Please Print or Type)

SIGNATURE: _____



DATE: March 10, 2021



ARTICLE 7 – CERTIFICATION OF EQUIPMENT/MATERIAL MANUFACTURERS

7.01 Declaration of Equipment Suppliers:

- A. The Bidder shall write in the name of the equipment supplier chosen as the basis of the Lump Sum Bid Item in the following Owner-Selected Equipment/Supplier Schedule.
- B. Equipment/Supplier Schedule

Section Number	Description	Equipment Supplier
43 23 31	Booster Pump	HEYWARD
46 33 67	Solenoid Chemical Metering Pumps	HEYWARD
46 41 27.11	Inline Vertical Mixer	HEYWARD

**CERTIFICATION AFFIDAVIT
FOR EQUIPMENT/MATERIAL MANUFACTURERS**

THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED A CONTRACT, THIS CERTIFICATION SHALL BE ATTACHED THERETO AND BECOME A PART THEREOF.

NAME OF SIGNER: _____ Dean Kite
(Please Print or Type)

TITLE OF SIGNER: _____ Vice President
(Please Print or Type)



SIGNATURE: _____


DATE: _____ March 10, 2021

ARTICLE 8 – TIME OF COMPLETION

- 8.01 Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 8.02 Bidder accepts the provisions of the Agreement as to liquidated and special damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 9 – ATTACHMENTS TO THIS BID

- 9.01 The following documents are attached to and made a condition of this Bid:
 - A. Bid Security

ARTICLE 10 – DEFINED TERMS

- 10.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions and Supplementary Conditions.

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

Dellinger, Inc. as
principal, and Travelers Casualty and Surety Company of America, as surety, who is
duly licensed to act as surety in North Carolina, are held and firmly bound unto
Rowan County as obligee,
in the penal sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of
the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

Signed, sealed and dated this 10th day of March, 2021

WHEREAS, the said principal is herewith submitting proposal for

Northeast Rowan County Water System Chemical Booster Station
and the principal desires to file this bid bond in lieu of making the cash deposit as required
by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that
if the principal shall be awarded the contract for which the bid is submitted and shall
execute the contract and give bond for the faithful performance thereof within ten days after
the award of same to the principal, then this obligation shall be null and void; but if the
principal fails to so execute such contract and give performance bond as required by G.S.
143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in
the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by
G.S. 143-129.1

Dellinger, Inc. (SEAL)

By: Chad Walters, President (SEAL)

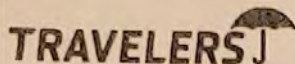
(SEAL)

Travelers Casualty and Surety Company of America (SEAL)

By: Amy R. Waugh (SEAL)

Amy R. Waugh, Attorney-in-Fact





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Amy R. Waugh of Charlotte, NC, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, including the following bond:

Surety Bond No.: Bid Bond

OR

Principal: Dellinger, Inc.

Obligee: Rowan County

Project Description: Northeast Rowan County Water System Chemical Booster Station

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 6th day of May, 2019.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 6th day of May, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 10th day of March, 2021.



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

ARTICLE 11 – BID SUBMITTAL

11.01 This Bid submitted on _____, 20__ by:

If Bidder is (pick one):

AN INDIVIDUAL

Name: _____
(Typed or Printed)

By: _____
(Individual's Signature)

Doing business as: _____
License or Registration
Number: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

E-mail: _____

A PARTNERSHIP

Partnership Name: _____

By: _____
(Signature of General Partner - Attach evidence of authority to sign)

Name: _____
(Typed or Printed)
License or Registration
Number: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

Dellinger, Inc.

P. O. Box 929 ----- Monroe, NC 28111-0929

Heavy Contractor

Office No. (704) 283-7551

Fax No. (704) 289-8217

I do hereby certify that the attached document is a true and complete copy of the resolution accepted by the Board of Directors and incorporated into the corporate resolutions of Dellinger, Inc. on November 6, 2020..

Diana Collins, VP/SECRETARY
Signature of Officer Title



Subscribed and sworn to before me this 10th day of MARCH, 2021.

Marie T. Lathan
Notary Public

My Commission Expires: 1/21/2025



CONSENT OF DIRECTORS
OF
DELLINGER, INC
TO
ACTION WITHOUT MEETING

November 6, 2020

We, the undersigned, being all of the Directors of Dellinger Inc. do hereby adopt the following resolutions by signing our consent hereto:

RESOLVED, that the following persons are hereby elected as the officers of Dellinger Inc. to serve until their successors are duly elected and qualify:

Chad Walters	President and Treasurer
Diane B. Collins	Vice President and Secretary
Mike Edwards	Vice President
Dean Kite	Vice President
Todd Price	Vice President
Brandon Clontz	Vice President
David Grubbs	Assistant Vice President and Assistant Secretary
Terry L. Wray	Assistant Vice President and Assistant Secretary
Julie M. Linn	Assistant Vice President
Marie Lathan	Assistant Secretary
Justin Timmons	Assistant Secretary

RESOLVED, that the following persons are authorized to sign construction contract bids:

Chad Walters	President and Treasurer
Dean Kite	Vice President
Todd Price	Vice President
Brandon Clontz	Vice President

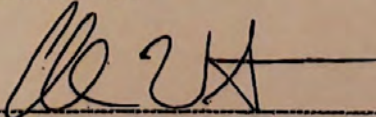
RESOLVED, that the following persons are authorized to sign Bid Bonds and construction Contracts:

Chad Walters	President and Treasurer
Diane B. Collins	Vice President and Secretary

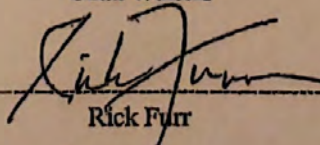
RESOLVED, that the following persons are authorized to sign Supplemental Agreements with the North and South Carolina Departments of Transportation.

Chad Walters	President and Treasurer
Brandon Clontz	Vice President

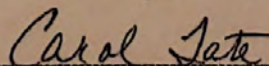
These resolutions to be effective this 6th day of November 2020.



Chad Walters



Rick Furr



Carol Tate

Partnership Name: _____

E-mail: _____

CORPORATION

Corporation Name: _____ Dellinger, Inc. _____

_____ North Carolina
(State of Incorporation)

By: _____
(Signature – Attach evidence of authority to sign)

Name and Title: _____ Dean Kite - Vice President
(Typed or Printed)



Attest _____
Diane B. Collins (Secretary)

License or Registration Number: _____
License #5992

Business Address: _____ 2631 Old Charlotte Highway
_____ Monroe, NC 28110

Phone No.: _____ (704) 283-7551 Fax No.: _____ (704) 289-8217

E-mail: _____ deank@dellinger-inc.com

LIMITED LIABILITY COMPANY

By: _____
(Firm Name)

(State of Formation)

By: _____
(Signature of Member / Authorized to Sign)

(Printed or Typed Name and Title of Authorized to Sign)
(Attach evidence of authority to sign.)

License or
Registration Number: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

E-mail: _____

A JOINT VENTURE

Name of Joint Venture: _____

First Joint Venturer
Name: _____

By: _____
(Signature of First Joint Venturer – Attach evidence of authority to sign)

Name (Typed or
Printed): _____

Title: _____

Second Joint Venturer
Name: _____

By: _____
(Signature of First Joint Venturer – Attach evidence of authority to sign)

Name (Typed or
Printed): _____

Title: _____

Name of Joint Venture: _____
First Joint Venturer
Name: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation or limited liability company that is a party to the joint venture shall be in the manner indicated above).

Business Address: _____

Phone and fax numbers and address for receipt of communications to joint venture.

Phone No.: _____ Fax No.: _____
E-mail: _____

END OF BID FORM

00 40 00 - BID FORM

ATTACHMENT A - ALLOWANCE #1

SCADA INTEGRATION - LORD & COMPANY, INC.



2100 Carolina Place Drive; Fort Mill, SC 29708

Tel: (803) 802- 0060 Fax: (803) 802- 0070

Website: www.lordandcompany.com

Locations

Fort Mill, South Carolina

Durham, North Carolina



QUOTATION

January 19, 2021

SUBJECT: Task Order 1A: North East Rowan County Water System
Chemical Booster Station
Rowan, NC
L&C Quotation No. LCQQ8777

We are pleased to present our quotation for the equipment and services as requested.

We appreciate the opportunity to meet your instrumentation and control needs for this project and desire to give your company a firsthand experience of working with Lord & Company. As a **CSIA Certified System Integrator** (**CSIA website:** <https://www.csiaexchange.com/2368/Lord-Company-Inc>) and over two decades of experience we are certain that we will prove our excellent reputation of over 39 years for quality equipment, timely services and experienced engineers.

Lord & Company, Inc. is a very high-quality SCADA System Integrator and Supplier that utilize all the major manufacturers of hardware and software. We have been certified and factory trained on many major equipment manufacturers. Our expertise and familiarity with all manufacturers make us highly qualified to provide a complete and working system and our CSIA Certification, superior customer training and documentation add value to any system.

We have a full-time in-house control panel assembly shop that is **UL-508A** and **UL-698A** certified. We also employ a full time registered professional engineer **PE** and full-time registered Project Management Professionals "**PMP**". Our network programmer is a Cisco Certified Network Associate "**CCNA**" and a skilled "**NICET**".

We will provide the equipment and services as outlined in Sections 40 6 13, 40 61 96 and Instrumentation Drawing I101 as it pertains to the Process Control System Supplier Scope of Supply listed below.

We will provide configuration and programming of the LCP-1 and modifications to the existing RTU. We will provide configuration and programming additions to the existing HMI System Software and including interface with equipment provided by others. Provide for and test communications and functionality between all connected devices (such as PLCs) and the HMI software, including devices supplied by others, as depicted on the system architecture drawings in order to provide a comprehensive working system of data collection, storage, control and reporting.

We will be required to monitor and control the facilities system per the input/output schedule, the equipment specifications (including functional descriptions for local equipment control panels), and the Drawings.

We will schedule the required Project Kickoff & Submittal Review Coordination Meetings, Progress Meetings, and Workshops as specified.

STARTING & FINISHING WITH EXCELLENCE



L&C Quotation No. LCQQ8777

Page 2 of 4

Field Equipment:

Dual-Drum Caustic Weight Scales			
Tag Number	Service Description	State/Span	Remarks
WE	55-Gallon Caustic Container No.1 Weight Scale	0 – xx.xx LB	
WE	55-Gallon Caustic Container No.2 Weight Scale	0 – xx.xx LB	
WIT	Dual-Drum Digital Indicator	0 – xx.xx LB	
Dual-Drum Corrosion Inhibitor Weight Scales			
Tag Number	Service Description	State/Span	Remarks
WE	55-Gallon Corrosion Inhibitor Container No.1 Weight Scale	0 – xx.xx LB	
WE	55-Gallon Corrosion Inhibitor Container No.2 Weight Scale	0 – xx.xx LB	
WIT	Dual-Drum Digital Indicator	0 – xx.xx LB	

Panel Schedule:

Control Panels with construction, features, and hardware as specified, shown on the drawings, shall be provided to monitor and control at the specified locations:		
Panel Description	Equipment	Notes
LCP-1	LCP-1 shall act as a Remote I/O Control panel to the existing Motorola ACE 3600 RTU. Panel shall contain the required PLC System with required I/O, 10-inch OIT, Industrial Ethernet Network Switch, Power Supply, Battery Backup, and other appurtenant equipment as required. The control panel shall be completely wired, tested and UL listed, prior to shipment. Installation is not included.	Nema 4X SS Enclosure.
Existing RTU	Existing Motorola RTU shall be field modified for the remote monitoring of the existing chemical and pH analyzer with the additions of any PLC equipment as required. The RTU Shall communicate all registers of it's local and LCP-1 remote I/O via radio to the main SCADA Panel at the Water Department. The control panel shall be completely wired and tested prior to startup.	Existing Enclosure.



L&C Quotation No. LCQQ8777

Page 3 of 4

Training

- Eight (8) hours of operator training.
- Eight (8) hours of follow-up training.

Services Included

- Panel shall be tested, documented and approved prior to startup.
- Field Equipment calibration.
- Installation assistance of above equipment is included in our price.

Exclusions

- Installation of above equipment.
- Spare Parts.
- Field wire terminations.
- Field wires and conduit.
- Rotameters.
- Pressure Switches or Pressure Indicators.

Engineering

We shall provide the specified shop drawings, submittals, testing and calibration documentation and O & M manuals in software (CD) format. Hard copies of these documents can be printed from the CD, or Lord & Company will provide hard copies at an additional cost. Additional hard copy of O&M Manuals can be supplied at a cost of \$120 per manual.

Warranty

We shall provide a One (1) year warranty on the equipment we supply. Damage due to misuse, abuse, flooding, moisture, lightning surges, transients from lightning or any other induced voltages are not covered. Equipment manufacturer's standard warranty and terms apply.

Pricing

Total \$ 85,071.41 **No Sales Taxes**

Notes

Unless **specifically set forth** in the scope of this proposal, this offer does not include:

- ◇ Interconnecting wiring or conduit
- ◇ Fiber Optic Cable
- ◇ Communication Connectors
- ◇ Installation of Equipment
- ◇ Installation of antenna, antenna towers, cable, conduit & wire
- ◇ Wire termination's
- ◇ Power distribution equipment
- ◇ Local power disconnects
- ◇ TVSS enclosures
- ◇ Electrical Racks with Hoods
- ◇ Seal Failure & Thermal Overload Relays
- ◇ Enclosure Rated for Class I, Division 2 hazardous location
- ◇ Misc. hardware and mounting equipment such as stands, poles, anchors, sunshields, etc.

Delivery Estimate

10 to 12 weeks after release for production.



AN EMPLOYEE OWNED COMPANY

www.lordandcompany.com



L&C Quotation No. LCQQ8777

Page 4 of 4

Drawings Estimate 8 to 10 weeks after receipt of the purchase order.

Terms Monthly progress payments for milestones, design, material shipments, startup, etc.; Net 30 days after date of invoice. A 1 1/2% monthly interest charge shall apply to all invoices over 15 days past due. No statement or condition contained in any order submitted by Buyer which modifies, adds to, is different from or inconsistent with any item or condition of this Quotation shall be binding on the Seller unless the Seller shall have expressly consented in writing to such statement or condition. Reference this quotation number on all correspondence concerning this project, including purchase orders and/or contracts.

Freight Shipment is F.O.B. factory - full freight allowed to jobsite.

We sincerely thank you for the opportunity to work with you on this project and hope that you are richly blessed with the Grace of God in your life. If you have any question or concerns pertaining to this scope of work please contact me or Pierre Wooten.

Sincerely,

Thomas Isaacs
Sales Support Engineer



Lord & Company, Inc.

INDUSTRIAL AUTOMATION DIVISION OF E.W. PROCESS

2100 Carolina Place Drive
Fort Mill, SC 29708
803-802-0060 x113

Email: tdisaacs@lordandcompany.com

Website: www.lordandcompany.com



cc: Pierre Wooten – Lord & Company, Inc.
Cell Phone: 803-984-1228
Email: pwooten@lordandcompany.com

STARTING & FINISHING WITH EXCELLENCE

Identification of HUB Certified/ Minority Business Participation

I, Dellinger, Inc.

(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #

Work Type

*Minority
Category**HUB
Certified
(Y/N)

CICA, INC.	PAINT	F	Y
OXFORD, NC 919-702-0032			
BOGARD GROUP	ELECTRIC	F	Y
MONROE, NC 704-239-8986			

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$) 150,000.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Union

(Name of Bidder)

Affidavit of Dellinger, Inc.

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☒ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☒ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS14. Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business participation schedule and is authorized to bind the bidder to the commitment herein set forth.

Date: March 10, 2021 Name of Authorized Officer: Dean Kite

Signature: _____

Title: Vice President



State of North Carolina, County of Union

Subscribed and sworn to before me this 10th day of March 2021

Notary Public Marie J. Lathan

My commission expires 1/21/2025



00 20 00.01-2

ROWAN COUNTY
CHEMICAL BOOSTER STATION

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

**State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract
with Own Workforce.**

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of Union

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.

This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of Dellinger, Inc. I do hereby certify that on the
(Name of Bidder)

NE Rowan County Water System - Chemical Booster Station

(Project Name)

Project ID# _____ Amount of Bid \$ 742,900.41

I will expend a minimum of 20.45 % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value
The Boswell Group - 704-289-8986	WBE	Y	Electrical	\$139,940.00
CICA, Inc. - 919-482-9981	WBE	Y	Painting	12,000.00

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 3/19/21 Name of Authorized Officer: Dean Kite

Signature: _____

Title: Vice President



State of North Carolina, County of Union

Subscribed and sworn to before me this 19th day of March 2021

Notary Public Marie T. Lathan

My commission expires 1/21/2025

00 20 00.01-4

ROWAN COUNTY
CHEMICAL BOOSTER STATION

SECTION 00 45 00

BIDDER QUALIFICATIONS STATEMENT

Completion of this statement is required in advance of consideration for Contract award.

Instructions for Statement Completion:

All questions shall be answered or the bid document will be incomplete. All data given shall be clear and comprehensive. This statement shall be notarized. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information it desires. If Bidder is a joint venture, submit previous joint venture projects. If joint venture has not completed prior projects of this magnitude then submit projects completed by joint venture partners.

SUBMITTED TO:

Purchasing Agent
Rowan County, NC
130 W Innes St
Salisbury, NC 28144

SUBMITTED FOR:

Northeast Rowan County Water
System Chemical Booster Station

SUBMITTED BY:

Name of Organization: Dellinger, Inc.
(Print or Type Name of Bidder)

Name of Individual: Dean Kite

Title: Vice President

Business Address: 2631 Old Charlotte Highway
Monroe, NC 28110

Telephone No.: (704) 283-7551

Fax No.: (704) 289-8217

E-mail Address: deank@dellinger-inc.com

Bidder's Website: www.dellinger-inc.com

If address and phone number given above is for a branch office, provide address and phone number of principal home office:

Principal Home Office Address: _____

Principal Home Office Telephone No.: _____

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

1.0 Bidder's General Business Information

1.1 Check if:

☒ Corporation ☐ Partnership ☐ Joint Venture ☐ Other

☐ Limited Liability Company ☐ Sole Proprietorship

If Corporation:

A. Date and State of Incorporation:

May 18, 1972 - North Carolina

B. List of Executive Officers:

Name	Title	Address
<u>Chad Walters</u>	<u>President</u>	<u>Mint Hill, NC</u>
<u>Dean Kite</u>	<u>Vice President</u>	<u>Mint Hill, NC</u>
<u>Diane Collins</u>	<u>Secretary</u>	<u>Monroe, NC</u>

If Partnership:

A. Date and State of Organization:

B. Current General Partners (name and address for each):

C. Type of Partnership

☐ General ☐ Publicly Traded ☐ Limited

☐ Limited Liability ☐ Other (describe): _____

If Joint Venture:

A. Date and State of Organization:

- B. Name, Address, Form of Organization, and State of Organization of Each Joint Venture Partner: (Indicate with an asterisk (*) the managing or controlling Joint Venturer if applicable):

If Limited Liability Company:

- A. Date and State of Organization:

- B. Members:

Name	Address

If Sole Proprietorship:

- A. Date and State of Organization:

- B. Name and Address of Owner or Owners:

If Other Type of Organization:

- A. Type of Organization: _____

- B. Date and State of Organization:

C. Name and Address of Each Owner or Principal:

1.2 Certifications: In addition to the above categories of business entities, indicate whether Bidder's organization is a: Not Applicable

- ☐ Disadvantaged Business Enterprise, certified by _____
- ☐ Minority Business Enterprise, certified by _____
- ☐ Women's Business Enterprise, certified by _____
- ☐ Historically Underutilized Business Zone Small Business Concern, certified by _____

2.0 How many years has your organization been in business as a general contractor? 48 Years

3.0 If your organizational structure has changed within the past five years, provide data as listed above in Item 1.0 for your previous organization. Not Applicable

4.0 Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project. Not Applicable

5.0 Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project. Not Applicable

- 6.0 In the last five years, has your organization, or any predecessor organization, failed to substantially complete a project in a timely manner? If the answer to this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project. Not Applicable

-
- 7.0 On Schedule A, attached, list name, location and description of project, owner, architect or engineer, contract price, percent complete and scheduled completion of the construction projects your organization has in progress on this date. Provide name, address and telephone number of a reference for each project listed.

- 8.0 On Schedule B, attached, list name, location and description of project, owner, architect or engineer, contract price, date of completion and percent of work with your own forces on projects of the same general nature as this project which your organization has completed in the past five years. Provide name, address and telephone number of a reference for each project listed.

- 9.0 On Schedule C, attached, list name and construction experience of the principal individuals of your organization directly involved in construction operations.

10.0 Licenses and Registrations:

- 10.1 Indicate the jurisdictions in which your firm is legally qualified to practice. Indicate license or registration number for each jurisdiction, if applicable, and type of license or registration. Attach separate sheet as required.

Jurisdiction	License/Registration No.	Type
North Carolina	5992	General Contractor
South Carolina	G11182	General Contractor

-
- 10.2 In the past five years, has Bidder had any business or professional license suspended or revoked?

☒ No ☐ Yes

If yes, describe on a separate attachment the circumstances, including the jurisdiction and bases for suspension or revocation.

11.0 Provide the following information for your surety:

12.1 Surety Company: Travelers Casualty & Surety Co.

12.2 Agent: Willis Towers Watson Southeast, Inc.

A. Address: 55 Beattie Place, Suite 200, Greenville, SC 29601

B. Telephone No.: (803) 540-3084 - Brad Lorenzetti

12.0 Statement of Potential Conflicts of Interest: List below business associations, financial interests, or other circumstances that may create a conflict of interest with the Owner or other entity involved in the Project. Attach additional documentation as required. Not Applicable

13.0 The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information required by the Owner in verification of the statements made comprising this Statement of Bidder's Qualifications.

Dated at Monroe, NC, this 10th day of March, 2021

Bidder: Dellinger, Inc.
(Print or Type Name of Bidder)

By: 
Dean Kite

Title: Vice President

Attachments A, B and C



----- (Affidavit for Individual) -----

_____ being duly sworn, deposes and says that:
a) the financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

----- (Affidavit for Partnership) -----

_____ being duly sworn, deposes and says that:
a) he/she is a member of the partnership of _____;
b) he/she is familiar with the books of said partnership showing its financial condition; c) the financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete, and accurate.

----- (Affidavit for Corporation) -----

  _____ being duly sworn, deposes and says that: a) he/she is
Dean Kite of Dellinger, Inc.;
Vice President (Full name of Corporation)
b) he/she is familiar with the books of said corporation showing its financial condition; c) the financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete, and accurate.

----- (Affidavit for Limited Liability Company (LLC)) -----

_____ being duly sworn, deposes and says that: a) he/she is
_____ of _____;
(Full name of LLC)
b) he/she is familiar with the books of said company showing its financial condition; c) the financial statement, taken from the books of said company, is a true and accurate statement of the financial condition of said company as of the date thereof; and d) that all of the foregoing qualification information is true, complete, and accurate.

----- (Affidavit for Joint Venture) -----

Each joint venturer shall complete the affidavit appropriate for the joint venturer's type of organization and attach said affidavit to the Bidder Qualifications Statement. Submit separate acknowledgement for each joint venturer's affidavit.



(Acknowledgment)

Dean Kite

being duly sworn, deposes and says that he/she is

Vice President of Dellinger, Inc.;
(Name of Bidder)

that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of

() himself/herself; () said partnership; (X) said corporation;
() said joint venture; () said limited liability company

Sworn to before me this 10th day of March, 2021,

in the County of Union, State of North Carolina.

Marie T. Lathan
Marie T. Lathan (Notary Public)

My commission expires 1/21/2025



- END OF BIDDER QUALIFICATIONS STATEMENT -

See Attachment

ATTACHMENT A

SCHEDULE A

PROJECTS IN PROGRESS

Project Name, Owner, Address, Phone	Architect/Engineer, Contact Name, Phone	Contract Price	Percent Complete	Scheduled Completion	Reference Contact, Address, and Phone

32506-001: 02-01-21

00 45 00-10

ROWAN COUNTY
CHEMICAL BOOSTER STATION

P-1237 Smith Creek RRF

Owner: CITY OF RALEIGH
219 Fayetteville St
Raleigh NC 27602

Janeen Goodwin
(919) 996-3494
janeen.goodwin@raleighnc.gov

Engineer: CDM Smith
5400 Glenwood Ave., Suite 400
Raleigh NC 27612

Dan Williams
(919) 325-3528
williamsdc@cdmsmith.com

Job Type: WWTP Modification

Contract Date: 01-20-2020

Original Contract: 5,509,888.00
Contract Adjustments 7,057.00
Final Contract Amount: \$5,516,945.00

ProjMgr: DG
Supt: ZH

45% Complete
Scheduled Completion: Nov 2021

Projects consists of the following major items: Influent Screening Structure - Influent Pump Station - Grit Removal Structure - Site Work - Electrical

P-1238 WTP Impvts-Ph 1., Salisbury NC

Owner: City of Salisbury
132 N Main St
Salisbury NC 28144

Lane Bailey
704-638-5228
lbailey@salisburync.gov

Engineer: LaBella Associates PC
400 South Tryn St., St 1300
Charlotte NC 28285

Don Garbrick
(704) 376-6423
dgarbrick@labella.com

Job Type: WTP Modifications

Contract Date: 05-15-2020

Original Contract: 7,221,000.00
Contract Adjustments
Final Contract Amount: \$7,221,000.00

ProjMgr: MS
Supt: RS

40% Complete
Scheduled Completion: Sept 2021

This project includes construction of a new pre-engineered metal building, site work, centrifuge installation, replacement filter under drains and all associated piping and appurtenances.

P-1239 Finished Water Pumping Impvts

Owner: Orange Water and Sewer Authrty
400 Jones Ferry Road
Carrboro NC 27510

Brad Barber
919-537-4245
bbarber@owasa.org

Engineer: AECOM Technical Serv NC Inc
1600 Perimetr Prk Dr, St 400
Morrisville NC 27560

Reid Campbell
(919) 728-6190
Reid.Campbell@aecom.com

Job Type: WTP Modifications

Contract Date: 02-27-2020

Original Contract: 783,000.00
Contract Adjustments
Final Contract Amount: \$783,000.00

ProjMgr: MS
Supt: LM

0% Complete (Pump Delivery)
Scheduled Completion: April 2021

Installation of a new finished water pump to replace existing Pump #5 and an associated Variable Frequency Drive and all associated appurtenances.

P-1240 Chemcial Fac Impvts Carrboro

Owner: Orange Water and Sewer Authrty
400 Jones Ferry Road
Carrboro NC 27510

Brad Barber
919-537-4245
bbarber@owasa.org

Engineer: Freese and Nichols, Inc
1017 Main Camps Drv, St 1200
Raleigh NC 27606

Robert Vinay
(919) 582-5865
Robert.Vinay@freese.com

Job Type: WTP Modifications

Contract Date: 04-29-2020

Original Contract: 3,129,000.00
Contract Adjustments 4,745.23-
Final Contract Amount: \$3,124,254.77

ProjMgr: MS
Supt: SM

75% Complete
Scheduled Completion: April 2021

Chemical facility improvements consisting of a new bulk chemical storage/containment area, modifications to the existing bulk storage area, chemical feed system improvements for caustic, ferric sulfate, alum, polyphosphate, sodium hypochlorite, ammonia, etc.

P-1241 WWTP Rehab - Cont 2 - Misc.

Owner: City of Raeford
315 N. Main St.
Raeford NC 28376

Dennis Baxley
(910) 875-8161
dbaxley@raefordnc.org

Engineer: LKC Engineering, PLLC
140 Aquas Shed Court
Aberdeen NC 28315

Logan Parsons
(910) 420-1437
logan@lkceengineering.com

Job Type: WWTP Modification

Contract Date: 11-11-2020

Original Contract: 4,730,000.00
Contract Adjustments
Final Contract Amount: \$4,730,000.00

ProjMgr: DG
Supt: BA

5% Complete
Scheduled Completion: Dec 2021

The project consists of the complete replacement of the influent pump station, construction of a new lime feed system, improvements to the operations building, replacement of all above ground air piping, and other misc. improvements.

P-1242 Mount Olive WWTP - Contract 1

Owner: Town of Mount Olive
114 E James Street
Mount Olive NC 28365

Jammie Royall
(919) 658-9539
j_royall@townofmountolivenc.co

Engineer: WithersRavenel
115 MacKenan Drive
Cary NC 27511

Clark Maness
(919) 535-521
cmanness@withersravenel.com

Job Type: WWTP Modification

Contract Date: 12-21-2020

Original Contract:
Contract Adjustments
Final Contract Amount:

ProjMgr: MS
Supt: SW

New Project - Unstarted
Scheduled Completion: Dec 2021

The project will include clearing, grubbing, removal and disposal of approx. 145.5 acres of existing hybrid soybean crop, removal and disposal of existing drip irrigation lines, installation of new spray irrigation lines and spray guns, temporary erosion control measures, and preparation/planting of irrigation fields with Coastal Bermuda grass crop. Work also includes installation of new control valves, concrete housing pads, and FRP covers, blowoff assemblies, air release valves, and drain valves.

P-1243 Hominy Creek WRF Blower Imps

Owner: City of Wilson
PO Box 10
Wilson NC 27894-0010

Barry Parks
(252) 399-2374
bparks@wilsonnc.org

Engineer: Hazen and Sawyer
4011 WestChase Blvd, Ste 500
Raleigh NC 27607

Dave Wankmuller
(919) 863-9353
dwankmuller@hazenandsawyer.com

Job Type: WWTP Modification

Contract Date:

Original Contract:
Contract Adjustments
Final Contract Amount:

ProjMgr: DG
Supt:

New Project - Unstarted
Scheduled Completion: Jan 2022

This project includes the removal of three (3) existing multi-stage blowers, the installation of three (3) new single-stage blowers and associated PLCs, the replacement and modification of existing airpipe within and immediately outside of the blower building, the modification of existing blower control program and the installation of new HVAC equipment and louvers in the blower building.

See Attachment

ATTACHMENT B

SCHEDULE B
PROJECTS COMPLETED

Name, Owner, Location and Description	Architect/Engineer, Contact Name, Phone	Contract Price	Percent with Own Forces	Date Completed	Reference Contact, Address, and Phone

32506-001: 02-01-21

00 45 00-11

ROWAN COUNTY
CHEMICAL BOOSTER STATION

P-1213 Charlotte Flowmeter Replace

Owner: Charlotte Water
600 E Fourth St
Charlotte NC 28202-2844
Check Kirivong
(704)391-4711
rkirivong@charlottenc.gov

Engineer: Charlotte Water
5100 Brookshire Blvd
Charlotte NC 28216
Check Kirivong
(704)391-4711
rkirivong@charlottenc.gov

Job Type: WTP Modifications Contract Date: 06-22-2015

Original Contract: 2,725,862.25 Started W/E: 09-05-2015 PM: DG
Contract Adjustments 257,689.95- Ended W/E: 02-25-2017 Supt: BA
Final Contract Amount: \$2,468,172.30

Lee S. Dukes WTP - Replacement of wet scrubber system - Replacement of two (2) 24" magnetic flowmeters with 24" venturi flowmeters - Replacement of 12" magnetic flowmeter with 12" venturi flowmeter - Construction of two (2) meter vaults - Installation of concrete chimney structure in Clearwell #1 with slide gates - and associated piping.
Franklin WTP - Replacement of three (3) 42" magnetic flowmeters with 42" venturi meters - Construction of work platform and access hatch - and associated piping.

P-1214 Richmond Co WTP 2.3 MGD

Owner: Richmond County
125 South Hancock St
Rockingham NC 28380
Richard Sago
(910)997-8234
richard.sago@richmondnc.com

Engineer: Municipl Engrng Svcs Co PA
PO Box 97
Garner NC 27529
Steven Gandy
(919)772-5393
sgandy@mesco.com

Job Type: WTP Modifications Contract Date: 08-28-2015

Original Contract: 4,559,019.00 Started W/E: 01-16-2016 PM: DK
Contract Adjustments 268,954.09 Ended W/E: 05-27-2017 Supt: RS
Final Contract Amount: \$4,827,973.09

Project includes an extension on to the existing building housing the filter galley, pipe gallery, and pipe basement. Two new filters with air scour are to be added and existing filters will be retrofitted with air scour systems. Three flocculators and two sedimentation basins are to be added with a new sludge collection system. A new metal building will be constructed to house two new high service pumps and the existing four high service pumps. Approx. 5,900 lf of 24 in. high service line is also included in the work along with all associated appurtenances.

P-1215 US 52 WTP Rehab - Albemarle

Owner: City of Albemarle
144 North 2nd Street
Albemarle NC 258001
(704)984-9405

Engineer: LKC Engineering
140 Aqua Shet Court
Aberdeen NC 28001
Adam Kiker
(910)420-1437

Job Type: WTP Modifications Contract Date: 10-05-2015

Original Contract: 8,892,962.00 Started W/E: 12-19-2015 PM: DK
Contract Adjustments 1,090,066.27 Ended W/E: 11-25-2017 Supt: BB
Final Contract Amount: \$9,983,028.27

This project features a large scale rehabilitation of the water treatment plant including new bulk chemical tanks, containment, and metering pumps, sedimentation basin rehab with new mud valves and concrete repair, filter rehabilitation, new backwash and high service pumps, piping modifications, and new SCADA and telemetry systems.

P-1216 Utley Creek WRF - Phase 1

Owner: TOWN OF HOLLY SPRINGS
128 S MAIN ST
HOLLY SPRINGS NC 27540
Charles S Simmons III
(919)557-3924
charles.cimmous@hollyspringsnc

Engineer: Davis-Martin-Powell
6414 Old Plank Rd
High Point NC 27265
Ben Palmer
(336)886-4821
bpalmer@dmp-inc.com

Job Type: WWTP Modification Contract Date: 06-02-2016

Original Contract: 1,898,062.00 Started W/E: 09-10-2016 PM: DG
Contract Adjustments 6,277.92 Ended W/E: 06-03-2017 Supt: BA
Final Contract Amount: \$1,904,339.92

Construction of a cascade aeration structure, chemical feed building, dewatered sludge conveyance system, and associated civil, mechanical, electrical, and control work

P-1217 Rocco Well Treatment Facility

Owner: ROBESON COUNTY
701 N Elm Street
Lumberton NC 28358
Myron Neville
(910)734-0309
myron.neville@co.roberson.nc.us

Engineer: Koonce, Noble and Associates
208 E Fifth St
Lumberton NC 28358
Bo Noble
(910)738-9376
snoble2@bellsouth.net

Job Type: WTP Modifications Contract Date: 01-09-2017

Original Contract: 4,144,900.00 Started W/E: 05-27-2017 PM: DG
Contract Adjustments 70,187.86 Ended W/E: 07-14-2018 Supt: BA
Final Contract Amount: \$4,215,087.86

Construction and testing of the Well Treatment Facility - including all sitework, grading, piping, compressor house, chemical feed modifications, pumps, aerator, aeration chamber, vertical flocculators, clarifiers, filtration system instrumentation, pump control valves, and electrical.

P-1218 IMG Finished Wat Tank-Southprt

Owner: Brunswick County PO Box 249 Bolivia NC 28422	Jerry Pierce (910)253-2657 jerry.pierce@brunswickcountync	Engineer: Dewberry Engineers 2610 Wycliff Rd, Suite 410 Raleigh NC 27607	Steve Hilderhoff (919)881-9939 shilderhoff@dewberry.com
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Job Type: WTP Modifications	Contract Date: 01-10-2017
Original Contract: 1,650,000.00	Started W/E: 03-04-2017 PM: DG
Contract Adjustments 57,366.32	Ended W/E: 04-15-2017 Supt: RS
Final Contract Amount: \$1,592,633.68	

Construction of a 1 million gallon, ground-level, water storage tank (Crom) and associated piping at the Highway 211 Water Treatment Plant.

P-1219 R B Simms WTP - Chesnee SC

Owner: Spartanburg Water 345 South Avenue Spartanburg SC 29306	Remsen Parrish (864)598-7223 rparrish@spartanburgwater.org	Engineer: Hulseay McCormick and Wallace 106 Clair Dr Piedmont SC 29673	Matt Broderick, PE (864)269-0890 mbroderick@hwmengineers.com
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Job Type: WTP Modifications	Contract Date: 02-06-2017
Original Contract: 4,273,299.99	Started W/E: 04-22-2017 PM: DG
Contract Adjustments 230,180.26	Ended W/E: 07-07-2018 Supt: RS
Final Contract Amount: \$4,043,119.73	

P-1221 Jones Ferry WTP - Carrboro NC

Owner: Orange Water and Sewer Authrty 400 Jones Ferry Road Carrboro NC 27510	Jeremy Rivenbark (919)968-4421 jrivenbark@owasa.org	Engineer: Hazen and Sawyer 4011 Westchase Blvd Ste 500 Raleigh NC 27607	David Briley (919)863-9258 dbriley@hazenandsawyer.com
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Job Type: WTP Modifications	Contract Date: 07-10-2017
Original Contract: 770,180.00	Started W/E: 10-21-2017 PM: RT
Contract Adjustments 342,971.14	Ended W/E: 08-25-2018 Supt: BH
Final Contract Amount: \$1,113,151.14	

This project includes the following items: New backwash piping, including pressure reducing valve, butterfly valve, and venturi meter, and new filter sand and anthracite media, plus all associated appurtenances and electrical.

P-1222 Estill WWTP

Owner: Town of Estill PO Box 415 Estill SC 29918	Danny Lucas (803)625-3243 dlucas323@gmail.com	Engineer: Alliance Consulting Engrs Inc 115 Cnt Is S., On Cn Is-S150 Charleston SC 29492	Bob Freeman (843)203-1600 bfreeman@alliance.com
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Job Type: WWTP Modification	Contract Date: 10-04-2017
Original Contract: 2,425,964.00	Started W/E: 11-11-2017 PM: RT
Contract Adjustments 598,140.81	Ended W/E: 07-21-2018 Supt: SM
Final Contract Amount: \$3,024,104.81	

Improvements to the Wastewater Treatment Plant include the following: Aeration Basins #1, #2, #3, and #4 to be removed from operations, dewatered, sludge blanket removed, sludge dewatered, and disposal of sludge. The Effluent Storage Basin will be removed from operations, dewatered, sludge blanket removed, sludge dewatered, disposal of sludge, basin slope repairs (if required), in addition to the removal and replacement of the existing HDPE liner system, pump, motor, and control improvements to the Effluent Pump Station, and other improvements to the WWTP site.

P-1223 Connestee Falls WWTP No 1

Owner: Carolina Water Service, Inc. PO Box 240908 Charlotte NC 28224	Martin Scanlon (704)319-0518 martin.scanlon@csa.carolinawater	Engineer: LandDesign, Inc. 223 North Graham Street Charlotte NC 28202	Steve Bond (704)333-0325 sbond@landdesign.com
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Job Type: WWTP Modification	Contract Date: 03-07-2018
Original Contract: 3,925,900.00	Started W/E: 05-19-2018 PM: DG
Contract Adjustments 127,268.50	Ended W/E: 05-30-2020 Supt: BA
Final Contract Amount: \$4,053,168.50	

Demolition of existing plant, site work, new fore main, four (4) new masonry buildings, equipment installation, piping, and electrical.

P-1224 Jackson Creek WWTP Rehab

Owner: Town of Winnebago 207 North Congress St Winnebago SC 29180	Don L Wood (803) 635-4041 dlwood@truvista.net	Engineer: Keck and Wood Inc 3090 Premiere Parkway St 200 Duluth GA 30097	Rector Casablanca (678) 417-4000 rcasablanca@keckwood.com
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Job Type: WWTP Modification Contract Date: 05-15-2018

Original Contract:	2,767,706.00	Started W/E:	08-25-2018	PM: DG
Contract Adjustments	53,449.10	Ended W/E:	09-21-2019	Supt: RS
Final Contract Amount:	\$2,821,155.10			

This project consists of modifications and rehabilitation of Digester No. 2, Trickling Filter, and Chlorine Contact Basin, associated piping, equipment, plumbing, HVAC, electrical work and a new 1,000 sf laboratory building.

P-1227 Vacuum Truck Receiving Station

Owner: Charlotte Water 600 E Fourth St Charlotte NC 28202-2844	Becky Adams (704) 391-5103 radams@charlottenc.gov	Engineer: Willis Engineers 10700 Sikes Place Suite 115 Charlotte NC 28277	Greg Wells (704) 377-9844
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Job Type: WWTP Modification Contract Date: 07-23-2018

Original Contract:	1,145,100.00	Started W/E:	08-31-2018	PM: DK
Contract Adjustments	30,276.56-	Ended W/E:	04-27-2019	Supt: BB
Final Contract Amount:	\$1,114,823.44			

This project consists of constructing a new vacuum truck receiving station and appurtenant facilities - then demolishing the existing vacuum truck receiving station

P-1228 Lower Dorchester WWTP Impvmts

Owner: Dorchester County 235 Deming Way Summerville SC 29483	Larry Harper (843) 832-0061 lharper@dorchestercountysc.gov	Engineer: Hazen and Sawyer 4011 WestChase Blvd Ste 300 Raleigh NC 27607	Mary Sadler (919) 755-8650 msadler@hazenandsawyer.com
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Job Type: WWTP Modification Contract Date: 10-02-2018

Original Contract:	3,203,400.00	Started W/E:	05-04-2019	PM: DH
Contract Adjustments	78,927.98	Ended W/E:	04-30-2020	Supt: ZH
Final Contract Amount:	\$3,282,327.98			

This project includes the construction and installation of new clarifier mechanism, RAS pump, tertiary filter, sludge feed pump, polymer feed system, sludge grinder, decanter centrifuge, fine bubble diffused air system, and positive displacement blowers. It also includes construction of related electrical, control and information systems components, and all piping, valves and associated work.

P-1229 Sed Basin Rehab - Carrboro NC

Owner: Orange Water and Sewer Authrty 400 Jones Ferry Road Carrboro NC 27510	Simon Lobdell PE (919) 537-4247 smloddell@owasa.org	Engineer: Hazen & Sawyer 4011 WestChase Blvd Ste 500 Raleigh NC 27607	Lisa Giroux (919) 833-7152 lgiroux@hazenandsawyer.com
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Job Type: WTP Modifications Contract Date: 12-14-2018

Original Contract:	2,478,000.00	Started W/E:	12-22-2018	PM: DK
Contract Adjustments	25,176.01-	Ended W/E:	11-30-2019	Supt: SM
Final Contract Amount:	\$2,452,823.99			

This project consists of structural concrete rehabilitation and corrosion protection, mud valve and overflow pipe replacement, and all associated appurtenances

P-1230 Albemarle WWTP Rehab

Owner: City of Albemarle 144 North 2nd Street Albemarle NC 258001	Judy Redwine 704-984-9609 jredwine@ci.albemarle.nc.us	Engineer: LMC Engineering PLLC 140 Aqua Shed Court Aberdeen NC 28315	Adam Kiker (910) 420-1437 adam@lkengineering.com
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Job Type: WWTP Modification Contract Date: 06-01-2019

Original Contract:	2,403,000.00	Started W/E:	10-12-2019	PM: DG
Contract Adjustments	20,953.99	Ended W/E:	05-30-2020	Supt: BA
Final Contract Amount:	\$2,423,953.99			

This project consists of the replacement of the 10 MGD screw pump A1, the rehabilitation of two (2) return sludge pump stations featuring the removal of four (4) screw pumps and the installation of six (6) submersible pumps, and major electrical upgrades.

P-1232 Wiggins Mill Dam Facilities

Owner: City of Wilson PO Box 10 Wilson NC 27894-0010	Grant Goings (252) 296-336 ggoings@wilsonnc.org	Engineer: Hazen and Sawyer 4011 WestChase Blvd, Ste 500 Raleigh NC 27606	Tony Muniz (919) 863-936 tmuniz@hazenandsawyer.com
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Job Type: WTP Modifications Contract Date: 05-31-2019

Original Contract:	2,769,000.00	Started W/E:	12-07-2019	PM: DK
Contract Adjustments	90,301.74	Ended W/E:	08-15-2020	Supt: SW
Final Contract Amount:	\$2,859,301.74			

This project includes flood mitigation measures at the Wiggins Mill Dam and Raw Water Pump Station, including construction of a new Chemical and Electrical Building on the north end of the site out of the floodplain. The Chemical and Electrical Building includes a new sodium permanganate system and all new electrical (switchboard, VEDs, PLC, etc.). In the Raw Water Pump Station, three new vertical turbine pumps will be installed, and one existing pump will be modified. Two of the pumps (WR1 and WR2) inside the pump station will be provided with pedestals so the motor bases are installed above the design flood level. One pump (WR4) will be installed outside of the pump station with new discharge piping and valves. For the existing pump (TR1), a pedestal will be installed to raise the motor above the design flood level.

P-1233 Mount Gilead WWTP

Owner: TOWN OF MOUNT GILEAD PO BOX 325 MOUNT GILEAD NC 27306	Matt Christian 910-439-6687 mchristian@mtgileadnc.com	Engineer: LKC Engineering PLLC 140 Aqua Shed Court Aberdeen NC 28315	Adam Kiker 910-420-1437 adam@lkcengineering.com
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Job Type: WWTP Modification Contract Date: 06-15-2019

Original Contract:	2,830,000.00	Started W/E:	09-21-2019	PM: DG
Contract Adjustments	104,430.99	Ended W/E:	07-25-2020	Supt: RS
Final Contract Amount:	\$2,934,430.99			

The project consists of the construction of new headworks, modification of the grit removal process, new influent pump station, new lagoon effluent draw-down structure, new emergency generator, and misc. improvements made to Pump Stations #2, #6 and #10 within the Town's collection system.

P-1234 US 220 Bypass Pump Station

Owner: Richmond County 125 South Hancock St Rockingham NC 28380	Bryan Land (910)997-8211 bryan.land@richmondnc.com	Engineer: Municipal Engineering Svcs PA PO Box 97 Garner NC 27529	Steven Gandy (919)772-5393 sgandy@mesco.com
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Job Type: Booster Pump Sta Contract Date: 11-11-2019

Original Contract:	1,069,000.00	Started W/E:	04-25-2020	PM: DK
Contract Adjustments	2,661.50-	Ended W/E:	07-25-2020	Supt: ZH
Final Contract Amount:	\$1,066,338.50			

This project includes a water booster pumping system, standby generator and building enclosure. It also includes site work, clearing and grubbing, erosion control, yard piping, site grading, tie-ins, driveway construction, controls, electrical and telemetry equipment installation.

P-1235 WTP 3MG Ground Storage Tank

Owner: Greenville Utilities Commission 810 Mumford Rd Greenville NC 27834	David Springer (252)551-1553	Engineer: Hazen and Sawyer 4011 Westchase Blvd, Ste 500 Raleigh NC 27607	Kyle Thompson (919)833-7152 kthompson@hazenandsawyer.com
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Job Type: WTP Modifications Contract Date: 02-07-2020

Original Contract:	3,345,000.00	Started W/E:	03-21-2020	PM: DK
Contract Adjustments	182,715.18	Ended W/E:	08-29-2020	Supt: SM
Final Contract Amount:	\$3,527,715.18			

Project includes construction of a new 3 MG ground storage tank, grading, paving, erosion control, piping, valves, electrical, instrumentation and control components

P-1236 JD Mackintosh WTP

Owner: CITY OF BURLINGTON PO Box 1358 Burlington NC 27216	Ian Baltutis (336)222-5020 ibaltutis@burlingtonnc.gov	Engineer: Hazen and Sawyer 4011 Westchase Blvd, Ste 500 Raleigh NC 27607	Cory Hopkins (919)755-8640 chopkins@hazenandsawyer.com
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Job Type: WTP Modifications Contract Date: 01-20-2020

Original Contract:	2,809,000.00	Started W/E:	06-06-2020	PM: DG
Contract Adjustments		Ended W/E:	02-20-2021	Supt: BA
Final Contract Amount:	\$2,809,000.00			

Construction of new, stand-alone sodium hypochlorite storage and feed facility, installation of a chemical transfer and feed duct bank, and new interior chemical feed piping. Also includes structural, architectural, HVAC, plumbing, electrical, controls and instrumentation improvements

SCHEDULE C

PERSONNEL

Name	Position	Date Started with this Organization	Date Started in Construction	Prior Positions and Experience in Construction
Dean Kite	Vice President	07/22/2013	1993	Zachry Holdings - State Utility Contractors
David Grubbs	Project Manager	01/25/1988	1983	Lee Construction Co.
Will Crook	Estimator	05/19/2016	2003	Griffin Surveying Services
Martin Scanlon	Project Manager	08/11/2020	1997	Carolina Water Service - Mid South Water
Ritchie Stuart	Superintendent	04/05/1999	1986	Gooch Logging - NC Monroe Const.
Brent Ashley	Superintendent	02/14/2005	1999	Triple L Logging
Shannon McWilliams	Superintendent	11/09/2015	1999	M. B. Kahn - Hickory Construction
Zach Hutson	Superintendent	09/09/2019	2014	Crowder Const. - J Cumby Construction

License Year

2021

License No.

5992

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Dellinger, Inc.
Monroe, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited
Classification: Unclassified

until

December 31, 2021

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2021

This certificate may not be altered.



Chairman

Secretary-Treasurer

LICENSE RENEWALS - YOUR LICENSES EXPIRES ON 10/31/2022. Renewal Information will be sent to the email address on file approximately 3-4 months prior to the expiration date and available on the Board's website at: <https://llr.sc.gov/cdb>. Contact the board if you do not receive a renewal notice at that time.

THIS IS A 2-PART POCKETCARD! FOLD CARD - DO NOT CUT OR TEAR CARD IN HALF!
BOTH PARTS OF THIS POCKETCARD MUST BE PRESENTED TO CONDUCT BUSINESS AT ALL TIMES!

LICENSE NUMBER: G11182

CCB 1071668

South Carolina Department of Labor, Licensing and Regulation

Contractor's Licensing Board
GENERAL CONTRACTOR

DELLINGER INC

2631 OLD CHARLOTTE HWY
MONROE NC 28110

is certified to practice in the following classification(s) and *Group Limit:
 Building-BD5, Highway-HY5, Water & Sewer Lines-WL5, Water & Sewer
 Plants-WP5, Bridges-BR5, Concrete Paving-CP5

LICENSE NUMBER: G11182

CCB 1071668

Qualifying Party(s) (Primary QP displays "PQ"): TODD D PRICE
(CQG.28020 PQ), TED C DELLINGER (CQG.4181 PQ), LESTER D KITE
(CQG.6801 PQ), CHAD M WALTERS (CQG.30578 Q)

** Group Limitations - \$Amount Per Job:*
 Group #1 - \$50,000 Group #3 - \$500,000
 Group #2 - \$200,000 Group #4 - \$1,500,000
 Group #5 - \$Unlimited

Initial License Date: 01/01/1992
 EXPIRATION DATE: 10/31/2022

Molly J. Price

Additional Information about General Contractor Classification Abbreviations and Group Bid/Job Limitations is available on the SC Contractor's Licensing Board website: <https://llr.sc.gov/cdb>

DO NOT PEEL CARD FROM A CORNER

To remove card from backing

- Bend form back from the outside edge
- Pull card off backing



SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION
CONTRACTOR'S LICENSING BOARD

CCB 1071668

Hereby Certifies:

DELLINGER INC
2631 OLD CHARLOTTE HWY
MONROE NC 28110

Having given satisfactory evidence of the necessary qualifications required by laws of the State of South Carolina and is duly qualified and entitled to practice as a:

GENERAL CONTRACTOR

for the Classification(s) and Group Limitation* shown below:

Building-BD5, Highway-HY5, Water & Sewer Lines-WL5, Water & Sewer Plants-WP5, Bridges-BR5,
Concrete Paving-CP5

LICENSE NUMBER:.....G11182

Expiration Date:10/31/2022

Initial License Date:01/01/1992

** Group Limitations - \$Amount Per Job:*
 Group #1 - \$50,000 Group #3 - \$500,000
 Group #2 - \$200,000 Group #4 - \$1,500,000
 Group #5 - \$Unlimited

Molly J. Price
 Administrator

Qualifying Party(s) (Primary QP displays "PQ"): TODD D PRICE (CQG.28020 PQ), TED C DELLINGER (CQG.4181 PQ), LESTER D KITE (CQG.6801 PQ), CHAD M WALTERS (CQG.30578 Q)

It is at the discretion of the licensee to designate whomever they elect to pull permits and conduct business for this license.

SECTION B:
CONTRACT SECURITY

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
as principal, and _____ as surety, are held and firmly bound
unto Rowan County, NC in the full and penal sum of _____ dollars, lawful
money to be paid to Rowan County to which payment well and truly to be made and done we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the hereinabove named principal has entered into a contract with Rowan County, said
contract being dated the _____ day of _____, for
Northeast Rowan County Water System Chemical Booster Station.

WHEREAS, a copy of said contract is incorporated herein by reference and is made a part hereof as if
fully copied herein;

NOW, THEREFORE, the condition of this obligation is such that if the principal shall well and truly
perform and fulfill all of the terms, covenants, undertakings and conditions of the said contract in all
respects including any extensions thereof as may be granted, and further shall save harmless Rowan
County from all costs and damage which may be suffered by reason of failure to fully perform said
contract and shall fully reimburse and repay the said Rowan County, for all expenditures of every kind,
character and description, which may be incurred by said Rowan County in making good any and every
default which may exist on the part of the principal in connection with the performance of said contract;
then this obligation shall become void, otherwise it shall remain in full force and virtue.

The liquidated damages as described in the contract documents and attorney's fees shall also be
considered in determining the total amount of expenditures secured hereby.

This performance bond shall remain in effect as a guarantee of the quality of materials furnished and
workmanship used for a period of 12 months after final acceptance by Rowan County.

And the Surety, for value received, hereby agrees that no change, extension of time, alteration, or
addition to the terms of the contract or to the work to be performed thereunder, or the specifications
accompanying same, shall affect its obligations on this bond, and it hereby waives notice of any change,
extensions of time, alteration, or addition to the terms of the contract or to the specifications.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals on the date indicated above, the name and the corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned legal representative, pursuant to appropriate authority.

This the _____ day of _____, _____

Witness

Principal (Owner-Partnership)

(SEAL)

ATTEST:

_____(SEAL)

Secretary

Principal (Corporation)

(SEAL)

ATTEST:

BY _____
President

Surety

N.C. Resident Agent

BY _____
Attorney-in-Fact

Street/P.O. Box

City State Zip

Approved as to form and legal sufficiency:

Attorney

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
as principal, and _____ as surety, are held and firmly
bound unto Rowan County, NC in the full and penal sum of _____
dollars, lawful money to be paid to Rowan County to which payment well and truly to be made and
done we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the hereinabove named principal has entered into a contract with Rowan County, said
contract being dated the _____ day of _____, _____, for
Northeast Rowan County Water System Chemical Booster Station.

WHEREAS, a copy of said contract is incorporated herein by reference and is made a part hereof
as if fully copied herein;

NOW, THEREFORE, the condition of this obligation is such that if the principal shall promptly make
payments to all persons supplying labor and materials furnished in connection with the
performance of said contract and all duly authorized modifications of said contract that may
hereafter be made, and that the failure to do so with such persons, firms, partnerships or
corporations shall give them a direct right of action against the principal and surety under this
obligation, then this obligation shall become void; otherwise it shall remain in full force and virtue.

The principal and surety shall also be liable for any costs and attorney's fees found to be due and
payable, incurred by such persons, firms, partnerships or corporations supplying labor and
materials, as required by law.

This payment bond shall remain in effect for a period of one year from the day on which final
settlement of the contract is made between the County and the principal named herein.

And the Surety, for value received, hereby agrees that no change, extension of time, alteration, or
addition to the terms of the contract or to the work to be performed thereunder, or the specifications
accompanying same, shall affect its obligations on this bond, and it hereby waives notice of any
change, extensions of time, alteration, or addition to the terms of the contract or to the
specifications.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals on the date indicated above, the name and the corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned legal representative, pursuant to appropriate authority.

This the _____ day of _____, _____.

Witness

_____(SEAL)
Principal (Owner-Partnership)

ATTEST:

_____(SEAL)

Secretary

_____(SEAL)
Principal (Corporation)

ATTEST:

BY _____
President

Surety

N.C. Resident Agent

BY _____
Attorney-in-Fact

Street/P.O. Box

City State Zip

Approved as to form and legal sufficiency:

Attorney

SECTION C:
CONDITIONS OF THE CONTRACT
(INCLUDED BY REFERENCE)

SECTION D:
SPECIFICATIONS

(INCLUDED BY REFERENCE)

SECTION E:
DRAWINGS

(INCLUDED BY REFERENCE)

SECTION F:
ADDENDA 1-3

(INCLUDED BY REFERENCE)

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: April 6, 2021
SUBJECT: Ratify ZTA 02-19: Solar Energy Systems and Miscellaneous Text Amendments

REQUIRED ACTION

If conducted remotely or by virtual means, NCGS provisions stipulate that Board action following a public hearing allow for a 24 hour comment period prior to adoption. As the Board conducted its required public hearing on March 15, 2021 with all five (5) members present, but did not vote on ZTA 02-19 and its final consideration of the proposed text occurred "remotely" on April 5, 2021, Staff opinion is the Board should ratify the ZTA 02-19 text at a subsequent called meeting.

The ZTA 02-19 text amendments and Land Use Plan recommendations are attached for reference.

RECOMMENDATION

Ratify the ZTA 02-19 amendments and Land Use Plan recommendations.

ATTACHMENTS:

Description	Upload Date	Type
ZTA 02-19 Text Amendments	4/6/2021	Ordinance
NC Solar Template Decommissioning Plan	4/6/2021	Backup Material
Land Use Plan recommendations	4/6/2021	Ordinance

Chapter 21: ZONING ORDINANCE

Article I. In General

Sec. 21-1. Title.

Sec. 21-2. Purpose.

Sec. 21-3. Authority.

Sec. 21-4. Definitions.

Sec. 21-5. Jurisdiction.

Sec. 21-6. Bona fide farms exempt.

Sec. 21-7. Severability.

Sec. 21-8. Abrogation.

Sec. 21-9. Use or sale of land or buildings except in conformity with chapter provisions.

Sec. 21-10. Relationship to other ordinances.

Sec. 21-11. Zoning vested rights.

Sec. 21-12. Fees.

Sec. 21-13. Enforcement.

Sec. 21-14. Violations and penalties.

Sec. 21-15. Effective date.

Sec. 21-16. Adoption.

Secs. 21-17--21-30. Reserved.

Article II. General and Overlay Districts

Sec. 21-31. Zoning districts established.

Sec. 21-32. General zoning districts defined; purpose and intent.

Sec. 21-33. Overlay districts.

Sec. 21-34. Economic development districts established for I-85.

Secs. 21-35--21-50. Reserved.

Article III. Site Plans, Special Requirements, Rural Home Occupations, Conditional Use Permits, Conditional Zoning Districts, and Special Requirements in the NB district.

Sec. 21-51. Purpose.

Sec. 21-52. Site plan required.

Sec. 21-53. Permitted uses with special requirements.

Sec. 21-54. Maximum building size and setback requirements for certain uses listed as SR in the Rural Agricultural District.

Sec. 21-55. General criteria for uses listed as SR in article III.

Sec. 21-56. Specific criteria for uses listed as SR in section 21-113.

Sec. 21-57. Review and approval of conditional uses.

Sec. 21-58. Review procedures.

Sec. 21-59. Evaluation criteria.

Sec. 21-60. Conditional use requirements for specific uses.

Sec. 21-61. Conditional zoning districts.

Sec. 21-62. Effect of approval for conditional zoning districts.

Sec. 21-63. Application re-submittal for conditional use permits and conditional zoning districts.

Sec. 21-64. ~~Reserved.~~ **Conditional District Standards for Specific Uses**

Sec. 21-65. General criteria for uses listed as SR in the NB District in section 21-113.

Secs. 21-66--21-80. Reserved.

Article IV. Dimensional Criteria

Sec. 21-81. Dimensional requirements; general.

Sec. 21-82. Measurement of setback or building line.

Sec. 21-83. Rear yard triangular lot.

Sec. 21-84. Table of dimensional requirements.

Secs. 21-85--21-110. Reserved.

Article V. Permitted and Conditional Uses

Sec. 21-111. Generally.

Sec. 21-112. Relation to Standard Industrial Classification (SIC) Manual, 1987; executive office of the president, office of management and budget.

Sec. 21-113. Table of uses.

Secs. 21-114--21-130. Reserved.

Article VI. Nonconforming Situations

Sec. 21-131. Purpose and intent.

Sec. 21-132. General provisions.

Sec. 21-133. Continuation of nonconforming use of land.

Sec. 21-134. Conditions for continuance for a change in nonconforming situation.

1 recorded in the office of the register of deeds before the adoption of this chapter, or a lot
2 described by metes and bounds, the description of which has been so recorded before the
3 adoption of this chapter.

4 *Extraterritorial jurisdiction (ETJ)* means that portion of a city or town planning jurisdiction that
5 lies outside the corporate limits of the city or town within which municipal land use regulations
6 apply.

7 *Fall zone* means an area in which a wireless support structure or broadcast tower may be
8 expected to fall in the event of a structural failure, as measured by engineering standards.

9 *Family care home* means an adult care home with support and supervisory personnel that
10 provides room and board, personal care and habilitation services in a family environment for not
11 more than six (6) resident handicapped persons.

12 *Family child care home* means any child care program or child care arrangement wherein any
13 person provides child care on a regular basis at least once per week for more than four (4)
14 hours per day for five (5) or fewer preschool-age children and / or three (3) or fewer school-age
15 children under thirteen (13) years of age, wherever operated, and whether or not operated for
16 profit as defined by G.S. 110-86. The provider's own preschool-age children are included in the
17 capacity totals but their school-age children are not. The four-hour limit applies regardless of
18 the time of day and regardless of whether the same or different children attend. Cooperative
19 arrangements among parents to provide care for their own children as a convenience rather
20 than for employment are not included.

21 *Family, Immediate* means an individual's grandparents, step-grandparents, parents, step-
22 parents, sibling (full, half, or step), children, step-children, grandchildren, and step-
23 grandchildren, whether natural or legal.

24 *Farm, bona fide* means the production and activities relating or incidental to the production of
25 crops, fruits, vegetables, ornamental and flowering plants, dairy, livestock, poultry, and all other
26 forms of agriculture as defined in G.S. 106-581.1 subject to G.S. 153A-340 (b).

27 *Fence* means any artificially constructed barrier erected to enclose or screen areas of land
28 used as a boundary or means of protection or confinement.

29
30 ***Financial surety – means a form of financial guarantee issued to and held by Rowan***
31 ***County, NC to ensure completion of a project or specified aspect of such. This***
32 ***guarantee may be in the form of a performance bond issued by a bonding company***
33 ***authorized to conduct business in North Carolina; or a letter of credit issued by a***
34 ***financial institution licensed to conduct business in North Carolina; or cash that may be***
35 ***held in escrow.***

36 *Firearm* means a weapon, including pistols, rifles, and shotguns, capable of firing a projectile
37 using an explosive charge as a propellant.

38 *Firing line* means a line parallel to a target from which firearms or arrows are discharged.

39 *Frontage* means the side(s) of a lot abutting a legally accessible public or private street rights-
40 of-way.

41 G.S. refers to the North Carolina General Statutes.

42 *Garage.* See term "automobile repair facility."

43 *Go kart* means a miniature open wheeled four-wheeled racing vehicle having a maximum

attention to a particular establishment. These may include, but are not limited to, entrance, exit and parking signs.

Sign, on-premises means a sign that directs attention to a business, commodity, service, or entertainment conducted, sold, or offered on the premises which the sign is located.

Sign, off-premises means a sign that directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a site other than the premises on which the sign is located.

Single-family dwelling means a detached dwelling unit constructed on-site (site built) or in modules or sections joined together on-site (modular) in compliance with the North Carolina State Building Code and designed for or occupied by one family.

Slow response means a measuring technique to obtain an average value when measuring a noise level that fluctuates over a range of four (4) dB or more. By way of illustration only, a sound level meter set on "slow response" would record a sound level between two (2) and six (6) decibels less than the reading for a steadying signal of the same frequency and amplitude when a tone of one thousand (1,000) Hz and for a duration of 0.5 seconds is applied.

Solar Collector means a device that absorbs solar radiant energy for use as a source of energy. The surface area is identified as all portions that absorb solar energy excluding frames, supports, and mounting hardware.

Solar Energy means radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.

Solar Energy System means any ~~solar collector device or structural design feature of a building, except solar shingles, along with its ancillary equipment whose primary purpose is to provide for the collection, inversion, storage, and distribution of solar energy for space heating or cooling, water heating, or generation of electricity~~ **component(s) and subsystem(s) designed or required to collect, store or convert solar energy into electric or thermal energy for use or sale. This term includes, but is not limited to, solar photovoltaic (PV) systems, solar thermal systems and solar hot water systems, but** This definition is not intended to include incidental systems that generate a minimal level of electricity typically used to power signs, wells, gates, fences, or similar ancillary uses. **A solar energy system is classified as one of the following types:**

Residential - Ground mounted system having a solar collector area of six thousand (6,000) square feet or less primarily used to provide or off-set power to a residence on site

Non-Residential - Ground mounted system that will provide or off-set power to the non-residential operation(s) on site

Roof Mounted – A system mounted on the roof or wall of a residence, business or accessory structure(s)

Utility Scale – A solar energy system that is typically tied to the electric grid to generate power for sale or off-site use and does not qualify as a Residential, Non-Residential or Roof Mounted system defined herein.

Solid Waste and Recycling Convenience Center means a facility operated by-Rowan County for the purpose of fulfilling its solid waste and recycling service responsibilities to the public defined in NCGS 130A-309.09A. Convenience centers typically include a structure(s) for

(5) The division of a lot into plots or lots used as a cemetery.

(6) Land divided by a will or the courts for the purpose of dividing up a deceased person's property.

Subdivision, family means a subdivision of not more than three (3) lots plus the residual lot conveyed by the property owner to members of his / her immediate family as defined in this ordinance.

Subdivision, major means a major subdivision and defined as a subdivision where:

(1) New roads are proposed or rights-of-way are dedicated; or

(2) More than eight (8) lots are created after the subdivision is completed.

Subdivision, minor means a minor subdivision and defined as a subdivision where:

(1) No new roads are proposed, or road rights-of-way dedicated; and

(2) Where eight (8) or fewer lots will result after the subdivision is completed.

Subgrade means that portion of the roadbed prepared as a foundation for the pavement structure.

Substantial modification means the mounting of a proposed wireless facility on a wireless support structure that substantially changes the physical dimensions of the support structure. A mounting is presumed to be a substantial modification if it meets any one or more of the criteria listed below. The burden is on the local government to demonstrate that a mounting that does not meet the listed criteria constitutes a substantial change to the physical dimensions of the wireless support structure.

a. Increasing the existing vertical height of the structure by the greater of (i) more than ten percent (10%) or (ii) the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet.

b. Except where necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable, adding an appurtenance to the body of a wireless support structure that protrudes horizontally from the edge of the wireless support structure the greater of (i) more than 20 feet or (ii) more than the width of the wireless support structure at the level of the appurtenance.

c. Increasing the square footage of the existing equipment compound by more than 2,500 square feet.

System Area means all the land within the fenced perimeter of a Non-Residential or Utility Scale ground mounted solar energy system.

Temporary family health care structure means a transportable residential structure, providing an environment facilitating a caregiver's provision of care for a mentally or physically impaired person, that (i) is primarily assembled at a location other than its site of installation, (ii) is limited to one occupant who shall be the mentally or physically impaired person, (iii) has no more than 300 gross square feet, and (iv) complies with applicable provisions of the State Building Code, G.S. 143-139.1(b), and G.S. 160A-383.5.

Tower means any structure whose primary function is to support an antenna. As its use relates to supporting wireless facilities, the term 'tower' is synonymous with the term 'wireless support structure'.

Tract means a lot or parcel of land or a contiguous combination of two (2) or more parcels of

Manufacturing group:

Printing and publishing (SIC 27).

Drugs (SIC 283).

Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations (SIC 284).

Rubber and miscellaneous plastics products (SIC 30).

Fabricated metal products (SIC 34), except:

Ammunition, except for small arms (SIC 3483).

Ordnance and accessories (SIC 3489).

Industrial machinery and equipment (SIC 35).

Electrical and electronic equipment (SIC 36), except:

Power distribution and specialty transformers (SIC 3612).

Transportation equipment (SIC 37).

Instruments and related products (SIC 38).

Miscellaneous manufacturing industries (SIC 39).

Transportation, communication, and utilities group:

Non-Residential and Roof Mounted ~~Ground Mounted~~ Solar Energy Systems
6,000 sq.ft. or less (SIC 491 pt) ***subject to the size and locational restrictions***
of 21-56(6)c.

- b. The following are allowed with the issuance of a conditional use permit:

Construction group:

General Building Contractors (SIC 15)

Special Trade Contractors (SIC 17)

Manufacturing group:

Lumber and wood products (SIC 24).

Furniture and fixtures (SIC 25).

Paper and allied products (SIC 26).

Plastic materials, synthetic resins, etc. (SIC 282).

Stone, clay, glass, and concrete products (SIC 32).

Primary metal industries (SIC 33).

Transportation, communication, and utilities group:

Communications and telecommunication towers (SIC 48 pt).

Services group:

Racing, including track operation (SIC 7948).

Electrical and electronic equipment (SIC 36), except:

Power distribution and specialty transformers (SIC 3612).

Transportation equipment (SIC 37).

Instruments and related products (SIC 38).

Miscellaneous manufacturing industries (SIC 39).

Transportation, communication, and utilities group:

Non-Residential and Roof Mounted ~~Ground Mounted~~ Solar Energy Systems
6,000 sq.ft. or less (SIC 491 pt) ***subject to the size and locational restrictions
of 21-56(6)c.***

Service industries group:

Engineering and management services (SIC 87).

b. The following are allowed with the issuance of a conditional use permit:

Construction group:

General Building Contractors (SIC 15)

Special Trade Contractors (SIC 17)

Manufacturing group:

Lumber and wood products (SIC 24).

Furniture and fixtures (SIC 25).

Paper and allied products (SIC 26).

Plastic materials, synthetic resins, etc. (SIC 282).

Stone, clay, glass, and concrete products (SIC 32).

Primary metal industries (SIC 33).

Transportation, communication, and utilities group:

Local and interurban passenger transit (SIC 41).

Motor freight transportation and warehousing (SIC 42).

Transportation services (SIC 47).

Communications and telecommunication towers (SIC 48 pt).

Wholesale trade group:

Wholesale trade--durable goods (SIC 50).

Wholesale trade--nondurable goods (SIC 51).

Services group:

Racing, including track operation (SIC 7948).

c. Approval of a PUD with a minimum lot size of twenty (20) acres will allow the above uses in addition to accessory and ancillary uses on up to ten (10) percent of the total acreage.

1 Ammunition, except for small arms (SIC 3483).

2 Ordnance and accessories (SIC 3489).

3 Industrial machinery and equipment (SIC 35).

4 Electrical and electronic equipment (SIC 36), except:

5 Power distribution and specialty transformers (SIC 3612).

6 Transportation equipment (SIC 37).

7 Instruments and related products (SIC 38).

8 Miscellaneous manufacturing industries (SIC 39).

9 *Transportation, communication, and utilities group:*

10 Local and interurban passenger transit (SIC 41).

11 Motor freight transportation and warehousing (SIC 42).

12 Transportation services (SIC 47).

13 ~~Non-Residential and Roof Mounted Ground Mounted Solar Energy Systems~~
14 ~~6,000 sq.ft. or less (SIC 491 pt)~~ **subject to the size and locational restrictions**
15 **of 21-56(6)c.**

16 *Service industries group:*

17 Hotels, rooming houses, camps, and other lodging places (SIC 70).

18 Personal services (SIC 72).

19 Business services (SIC 73).

20 Automotive repair, services, and parking (SIC 75).

21 Health services (SIC 80).

22 Legal services (SIC 81).

23 Educational services (SIC 82).

24 Membership organizations (SIC 86).

25 Engineering and management services (SIC 87).

26 b. Allowed accessory and ancillary uses on up to twenty (20) percent of the total
27 acreage:

28 *Transportation, communication, and utilities group:*

29 Local and interurban passenger transit (SIC 41).

30 Transportation services (SIC 47).

31 *Wholesale trade group:*

32 Wholesale trade--durable goods (SIC 50).

33 Wholesale trade--nondurable goods (SIC 51).

34 *Retail trade group:*

General merchandise stores (SIC 53).

Food stores (SIC 54).

Eating and drinking places (SIC 58).

Miscellaneous retail (SIC 59).

Finance, insurance, and real estate group:

Depository institutions (SIC 60).

Service industries group:

Hotels, rooming houses, camps, and other lodging places (SIC 70).

Personal services (SIC 72).

Business services (SIC 73).

c. The following are allowed with the issuance of a conditional use permit:

Transportation, communication, and utilities group:

Communications and telecommunication towers (SIC 48 pt).

(4) *85-ED-4 Retail Center*. Many areas near the interstate will draw interest from retailers. It is often appropriate or desirable to have a portion of an area zoned for larger retail development. This helps ensure availability of most retail and service needs in a location nearby and accessible to major employment and residential areas. Minimum development size is twenty (20) acres and will require approval of a PUD.

a. Allowed primary and accessory uses are:

Transportation, communication, and utilities group:

Non-Residential and Roof Mounted ~~Ground Mounted~~ Solar Energy Systems ~~6,000 sq.ft. or less~~ (SIC 491 pt) ***subject to the size and locational restrictions of 21-56(6)c.***

Retail trade group:

Building materials, hardware, garden supply, and mobile (SIC 52).

General merchandise stores (SIC 53).

Food stores (SIC 54).

Automotive dealers and gasoline service stations (SIC 55).

Apparel and accessory stores (SIC 56).

Furniture, home furnishings and equipment stores (SIC 57).

Eating and drinking places (SIC 58).

Miscellaneous retail (SIC 59).

Finance, insurance, and real estate group:

Depository institutions (SIC 60).

Nondepository credit institutions (SIC 61).

c. *Combination Use.* In addition to the principal residential use, development of a RHO may constitute a second principal use whose occupancy classification is subject to the North Carolina Building Code for non-residential use as determined by the Rowan County Inspections Department.

d. *Change in Operation.* RHOs permitted to comply with the provisions of section 21-55(2)b shall be classified as non-conforming if a change in association between the residence and business operator occurs. As such, applicants should consider potential investment in the development of land and / or structures for RHOs and the inherent future limitations should the use become non-conforming. Many RHO locations would not adhere to the purpose and intent or land use recommendations for rezoning to a non-residential district.

(2) *Specific criteria for uses listed as SR.* The SR standards required in Section 21-54 & 55 do not apply to uses in the residential group from 21-113; Common Sand Mining (SIC 1442); Dead storage of manufactured homes (SIC 42); Co-location of wireless facilities, eligible facilities requests, alternative tower structures, and public safety tower (SIC 48 pt); ~~and Ground-mounted solar energy systems 6,000 sq ft or less (SIC 491 pt);~~ and uses listed as SR in non-residential districts.

(Ord. of 1-19-98, § IV; Amend. of 12-2-13; Amend. of 4-21-14; Amend. of 10-15-18; Amend. of 09-03-19)

Sec. 21-54. Maximum building size and setback requirements for RHOs.

Building size and setbacks size for certain uses listed as "SR" in Section 21-113 shall be as provided in this section.

(1) *Building size.* The maximum allowable building size for uses listed in section 21-113 as "SR" in the RA and RR districts shall not exceed ten (10) percent of the gross acreage of the lot, excluding right-of-way with a maximum of 12,000 sq. ft. in the RA district and 2,000 sq.ft. in the RR district. Existing accessory structures for personal use not associated with uses permitted in this section must be considered within the maximum allowable building size for the property listed in section 21-285.

(2) *Building Setbacks.* Maximum square footage and related setback requirements shall be as specified below.

<i>Building Square Footage</i>	<i>Setback, Front (in feet)</i>	<i>Setback, Side, Side Street and Rear Yards (in feet)</i>
0--2,000	30	20
2,001--4,000	40	30
4,001--8,000	50	40
8,001--12,000	60	50

Existing structures proposed for use as a rural home occupation that do not comply with these setbacks shall not be precluded from such use if all other requirements are met.

(Ord. of 1-19-98, § IV; Ord. of 6-29-99; Amend. of 11-2-09; Amend. of 4-21-14; Amend. of 09-03-19)

- 1 residentially developed property lines.
- 2 b. *Reserved.*
- 3 (5) *Additional standards applicable to specific uses listed as SR in the manufacturing group.*
- 4 a. *Saw mills and planing mills, general (SIC 2421); dimension hardwood (SIC 2426 pt);*
5 *sawmills, special product (SIC 2429 pt).*
- 6 1. *Location.* All mechanized sawing equipment must be located a minimum of five
7 hundred (500) feet from lot boundary lines. Residential lots owned by the sawmill
8 operator are exempt from this requirement.
- 9 2. *Reserved.*
- 10 b. *Winery.*
- 11 1. *Setbacks.* The facility shall meet the setback requirements of Section 21-84.
12 (Table of dimensional requirements)
- 13 2. *Screening.* The facility shall meet the screening requirements of Article IX.
14 (Screening and Buffering)
- 15 3. *Licenses and permits.* All required licenses and permits (i.e. Environmental
16 Health, ABC, etc.) shall be obtained prior to operation of the facility.
- 17 (6) *Additional standards applicable to specific uses listed as SR in the transportation,*
18 *communication, electric, gas and sanitary services group.*
- 19 a. *Trucking (SIC 421).*
- 20 1. *Minimum lot size.* The minimum lot size is three (3) acres.
- 21 2. *Buffer.* All operations shall be a minimum of fifty (50) feet from adjacent
22 residentially developed property lines.
- 23 3. *Applicability.* The provisions of this subsection shall apply to trucking businesses
24 with three (3) or more trucks.
- 25 b. *Dead storage of manufactured homes.*
- 26 1. Compliance with applicable standards of Chapter 14.5, Nuisance Ordinance.
- 27 2. Dead storage of more than one (1) manufactured home by an individual is not
28 allowed in the RA, RR, and MFR district.
- 29 3. Dead storage of more than one (1) manufactured home is allowed in the CBI and
30 IND district on property owned or leased by a licensed manufactured home dealer.
- 31 4. Dead storage of more than one (1) manufactured home is allowed in the MHP
32 district in a manufactured home park.
- 33 5. Manufactured homes shall not be kept in dead storage for more than sixty (60)
34 days in accordance with chapter 14.5 section 34 of the Nuisance Ordinance.
- 35 c. ~~Ground mounted solar~~ **Solar** energy systems 6,000 sq.ft. or less (SIC 491 pt.). For the
36 ~~purposes of this subsection, the requirements of Sec. 21-54, 55, & 65 do not apply for~~
37 ~~RA or NB zoned properties.~~ **These standards are intended to encourage and**
38 **promote use of solar collectors as an alternative or supplemental energy source**
39 **in the following formats for residential and commercial applications.**

1 **1. Residential system.** ~~Size and Setbacks.~~ Solar collectors shall ***be considered***
2 ***an accessory use and*** conform to the lesser of 6,000 sq.ft. or 10% of the lot size
3 and ~~maintain a ten (10) foot setback from all property lines~~ ***are subject to setback***
4 ***standards in Section 21-285.***

5 **2. Non-Residential system.**

6 ***i. Setbacks.*** ***The system area setbacks shall be fifty feet (50') from adjoining***
7 ***property lines and road rights-of-way. As applicable, all solar energy***
8 ***equipment, excluding solar collectors, must be located a minimum of one***
9 ***hundred feet (100') from an existing residence, church or school on an***
10 ***adjoining property.***

11 ***ii. Location.*** ***These systems shall not be located within the conical or***
12 ***horizontal surfaces associated with the Mid-Carolina Regional Airport.***

13 ***iii. Fencing.*** ***Security fencing, a minimum of six feet (6') in height, shall be***
14 ***installed at the system area perimeter.***

15 ***iv. Documentation.*** ***For those systems having a panel area greater than six***
16 ***thousand (6,000) square feet, the applicant shall provide documentation from***
17 ***a registered North Carolina Professional Engineer qualified to perform***
18 ***electrical design services substantiating the solar energy system is primarily***
19 ***designed to provide or off-set power for on-site use and does not exceed one***
20 ***megawatt (1 MW).***

21 **3. Roof Mounted system.** ***Solar collectors may not be attached to any structure***
22 ***located in the conical or horizontal surface of the Mid-Carolinas Regional***
23 ***Airport.***

24 d. Co-location of Wireless and Eligible Facilities Requests (SIC 48 part). Co-location of
25 wireless and eligible facilities requests are recognized as an efficient method for
26 providing wireless facilities and are encouraged due to their minimization of adverse
27 visual impacts and the opportunity for an expedited and effective administrative review.

28 1. Applications for co-location of wireless facilities shall include two (2) copies of a
29 site plan prepared by a registered professional engineer or a professional land
30 surveyor as provided in Section 21-52 including items in Section 21-56 (6)(e)5 and
31 Section 21-60(3)a.1.i.,.

32 2. Consideration of eligible facilities requests pursuant to this subsection shall comply
33 with all standards prescribed below, otherwise the request may be deemed a
34 substantial modification and subject to the provisions of Section 21-60 (3)(a):

35 i. Not increase the existing vertical height of the structure by the greater of (a) more
36 than ten percent (10%) or (b) the height of one additional antenna array with
37 separation from the nearest existing antenna not to exceed twenty feet (20')
38 regardless of height limitations prescribed in Section 21-60(3)b.

39 ii. Not add an appurtenance to the body of a wireless support structure that
40 protrudes horizontally from the edge of the wireless support structure the greater
41 of (a) more than 20 feet or (b) more than the width of the wireless support
42 structure at the level of the appurtenance. A statutory exception (ref. NCGS
43 153A-349.51(7a)b) to this standard allows for sheltering the antenna from
44 inclement weather or to connect the antenna to the tower via cable.

3. *Dust, odor, glare.* All access roads and storage areas shall be at least twenty (20) feet from any property line constructed with a paved, gravel, or crushed stone surface; and maintained in a dust-free manner.
4. *Operation.* An information sign shall be posted and maintained at the entrance(s) which lists the name and phone number of the operator, types of material accepted, and hours of operation.
5. *Security restrictions.* Access shall be controlled through the use of gates, fences, etc. to prevent unregulated dumping of materials.
6. *Other special conditions.* Proof of a permit issued by the state in accordance with applicable provisions of the General Statutes.
7. *LCID operations.* ***An LCID site comprising one-half (.5) acre or less is governed by Section 21-277(b)5; otherwise, LCID sites are subject to the standards of this subsection.***~~The following LCID landfill operations are not subject to the specific standards of this subsection but shall nonetheless adhere to applicable NCDEQ standards:~~
 - ~~i. Landfills with a disposal area of .50 acre or less; or~~
 - ~~ii. Beneficial fill used to improve the property's land use potential where no excavation of soil is proposed or has occurred within the area receiving fill.~~
- b. ~~Ground-mounted solar~~ ***Utility Scale Solar*** energy systems over 6,000 sq.ft. (SIC 491 pt.)
 1. ~~Setbacks.~~ Solar collectors shall be located a minimum of fifty (50) feet from adjoining property lines. ***The system area and equipment setbacks shall be as follows:***
 - i. ***System Area.***
 1. ***One hundred feet (100') from adjoining property lines and road rights-of-way.***
 2. ***Common property lines within the system area are not subject to setback standards.***~~Adjoining tracts of the same solar energy system may have a twenty-five foot (25') setback for panels and equipment along internal common tract lines, but where tract lines adjoin other properties or road rights-of-way the system area setback shall be 100'.~~
 - ii. ***Equipment Setbacks.*** All proposed inverters, substations, buildings, or other structures not utilized as a solar collector shall be located within the system area and separated by a minimum of three hundred feet (300') from any existing residence, church or school.
 2. ***AZO. Location within the conical or horizontal surfaces of the Mid-Carolina Regional Airport is not permitted.*** Systems proposed within the portion of the approach surface contained by the horizontal surface of the AZO shall provide an approved FAA form 7460-1.
 3. ***Size.***~~Regardless of tract size,~~ ***To preserve industrial properties for job creation, tax base and economic development opportunities, the maximum system area shall be no greater than twenty-five (25) ~~fifty (50)~~ acres.***
 4. ***Screening, Buffering and Fencing.*** To reduce visual impacts and provide separation between the system area and an existing residence, church or school on an adjoining property located within three hundred (300) feet of the

1 **system area perimeter, the applicant may propose use of option (i) or (ii)**
2 **noted below:**

- 3 **i. Standards contained in Sections 21-215(2)(b)(1) and (2) applied to the**
4 **segment(s) of the system area perimeter adjacent to the developed**
5 **parcel, or**
- 6 **ii. Demonstrate by photo simulation that use of Alternative Buffer and**
7 **Screening per Section 21-217 and, or Existing Vegetation per Section 21-**
8 **218 will achieve or exceed the standards of item (i) herein.**
- 9 **iii. Security fencing six (6) feet in height shall be provided along the entire**
10 **system area boundary, except along a segment where 21-215(2)(b)(2) is**
11 **required.**

12 **5. Glare. All solar collectors utilized in the solar energy system shall have an**
13 **anti-reflective coating. The applicant shall provide the manufacturer, model**
14 **number and any other information that readily identifies the solar collector to**
15 **be utilized at the site.**

16 **6. Supplementary Materials. The applicant shall provide the following with the**
17 **conditional use permit application:**

- 18 **i. Any relevant studies, reports, documents, recommendations or**
19 **approvals related to the site that were prepared or received as part of its**
20 **application to the NC Utilities Commission.**
- 21 **ii. Evidence that the electrical utility provider has been informed by the**
22 **applicant of their intent to install an interconnected system. Evidence**
23 **may consist of copies and responses of certified letters (or similar) to**
24 **the utility provider detailing their solar energy system plans, location,**
25 **etc.**
- 26 **iii. A copy of the Certificate of Public Convenience and Necessity for**
27 **facilities over 2 megawatts or a copy of the Report of Proposed**
28 **Construction for facilities under 2 megawatts approved by the North**
29 **Carolina Utilities Commission.**

30
31 **7. Required Plans.**

32 **Decommissioning Plan. The applicant shall provide a decommissioning**
33 **plan that includes a cost estimate prepared by an NC Professional**
34 **Engineer having professional credentials, recognized expertise or**
35 **specialization in construction and removal of similar facilities detailing**
36 **how the solar energy system will be removed and system area will be**
37 **reasonably restored to its original condition in the event it does not**
38 **produce energy for a three hundred sixty (360) day continuous basis.**
39 **Acceptance of the decommissioning plan and cost estimates by Rowan**
40 **County shall be subject to independent review by an NC Professional**
41 **Engineer of the County's selection.** **Prior to permitting, the applicant**
42 **shall provide Rowan County financial surety at 1.25 times the mutually**
43 **agreed cost estimate amount, ~~Renewable bonds are expected to provide~~**
44 **~~updated estimates and reflect changes due to labor costs, demolition~~**

~~practices, etc.~~ which will remain in effect for the first ten (10) years of operation.

At a minimum, the contents of the decommissioning plan shall include the cost estimates referenced herein and information found in the NC Template Solar Ordinance's Example Decommissioning Plan updated to reflect the site's locational attributes. This plan shall be recorded in the Rowan County Register of Deeds prior to construction of the site.

An updated decommissioning plan detailing costs shall be submitted to the Planning Department at least six (6) months prior to the ten-year anniversary of installation and six (6) months prior to every five (5) year anniversary thereafter. In addition to the updated decommissioning plan submittals, the system owner shall provide an analysis of the power produced annually by the facility; an operational efficiency and status report of the panels and equipment; and any intended upgrades or replacements of panels, equipment, etc. Acceptance of the updated plans and estimates by Rowan County shall be subject to independent review by an NC Professional Engineer of the County's selection. A new financial surety at 1.25 times the mutually agreed cost estimate amount shall be provided by the owner / operator to Rowan County for the time period associated with the updated plan.

The system owner / operator may request an extension of the 360 day period to prevent execution of the Decommissioning Plan. The request shall be considered in the same manner as approval was granted.

i. *Maintenance Plan. The applicant shall provide a narrative detailing the manner, schedule and party responsible for ensuring routine maintenance of the solar energy system will occur. At a minimum, the plan must address the grounds, buffer, fencing, solar collectors and associated support structures, electrical connections, etc. Similarly, the plan must detail maintenance actions following storm events (wind, snow, etc.) and natural disasters (tornado, fire, etc.) that may cause damage to the facility.*

ii. *Emergency Access Plan. The applicant shall provide the Rowan County Emergency Services Director, Rowan County Fire Marshal and local fire department having jurisdiction an emergency access plan for their review.*

(5) *Wholesale trade group.*

a. *Motor vehicle parts (outdoor), used in the IND district (SIC 5015).*

1. *Operation. Operations, including but not limited to, storage of dismantled motor vehicles or motor vehicle parts or keeping of junk which are not fully contained within*

- 1 a building enclosed on all sides shall be subject to the standards of this subsection.
- 2 2. *Setbacks.* No material shall be stored closer than one hundred (100) feet to a public
3 right-of-way.
- 4 3. *Security fencing.* Security fencing, a minimum of six (6) feet in height, shall be
5 provided and maintained to preclude unauthorized access.
- 6 ~~b. *Motor vehicle parts (outdoor), used in the RA district (SIC 5015).*~~
- 7 ~~1. *Operation.* Operations, including but not limited to, storage of dismantled motor~~
8 ~~vehicles or motor vehicle parts or keeping of junk which are not fully contained within~~
9 ~~a building enclosed on all sides shall be subject to the standards of this subsection~~
10 ~~and section 21-246.~~
- 11 ~~2. *Front yard setback.* The facility shall be one hundred (100) feet from the edge of the~~
12 ~~right-of-way.~~
- 13 ~~3. *Separation from certain uses.* The facility shall be a minimum of one thousand~~
14 ~~(1,000) feet from a school, residence, church or place of public assembly. The~~
15 ~~separation shall be measured from the closest point of the structure containing the~~
16 ~~school, residence, church or place of public assembly and the nearest point of the~~
17 ~~operational area of the automobile salvage yard. This requirement shall not apply to~~
18 ~~residences owned by the operator of the facility.~~
- 19 ~~4. *Side and rear yard buffering and screening.* The facility shall be completely~~
20 ~~surrounded by type B buffer and screening, as provided in article IX.~~
- 21 ~~5. *Operational area.* No operations shall occur in the required buffer.~~
- 22 ~~b.-c. *Livestock yard.*~~
- 23 1. *Setbacks.* One hundred (100) feet between improvements such as buildings, animal
24 enclosures, and storage areas and any zone lot line.
- 25 2. *Dust, odor, glare.* All access roads and storage areas shall be maintained in a dust-
26 free manner.
- 27 (6) *Retail trade group: Drinking Places (alcoholic beverages – SIC 5813).*
- 28 a. *Separation.* No drinking place shall be located within one thousand (1,000) feet of a
29 church, public or private school, licensed day care, public park, or another drinking
30 place. This distance shall be measured between the nearest point of operational areas
31 for both the above uses and the proposed drinking place. This separation standard does
32 not apply to non-conforming drinking places seeking approval under this subsection to
33 expand within the existing operational area but does apply to drinking places deemed
34 abandoned or discontinued per Sec. 21-137.
- 35 (7) *Services group.*
- 36 a. *Archery ranges, shooting ranges, skeet ranges, trapshooting facilities and similar*
37 *establishments including turkey shoots (outdoor) (SIC 7999 pt.).* The requirements for all
38 facilities requiring a conditional use permit are as follows. Turkey shoots operated by
39 churches, civic groups or similar nonprofit organizations are exempt from these
40 requirements.
- 41 1. *Shot containment.* Shooting range facilities shall be designed to contain all the
42 bullets, shot, or arrows or any other debris on the range facility.

back to a general zoning district.

(Ord. of 1-19-98, § IV; Ord. of 10-18-04; Amend. of 11-2-09; Amend. of 10-4-10; Amend. of 3-5-12; Amend. of 9-6-16)

Sec. 21-63. Application re-submittal for conditional use permits and conditional districts.

(a) If conditionally approved, the applicant may submit a revised application within forty-five (45) days of having received the decision of the appropriate board. The revised application shall include provisions described in conditions placed on the application. If the conditionally approved application is not resubmitted within the prescribed time period the application shall be deemed to be disapproved.

(b) If a conditional use permit or conditional district application is denied, the administrator shall not accept another application similar to the denied application for the same property or a portion of the same property for a period of twelve (12) months from the date of the public hearing, unless the administrator determines that:

(1) There has been a significant zoning district reclassification of an adjacent property;

(2) A new or updated land use plan which changes public policy regarding the property is adopted by the county; or

(3) Public facilities such as roads, waterlines, sewer lines, or other infrastructure are constructed or expand to serve the property and enable the proposed development to be accommodated.

(Ord. of 1-19-98, § IV; Amend. of 9-6-16)

Sec. 21-64. ~~Reserved.~~ Conditional District Standards for Specific Uses

The standards contained in this section are for specific land uses submitting conditional district applications.

(a) Utility Scale Solar Energy Systems (SIC 491 pt.)

1. Setbacks. The system area and equipment setbacks shall be as follows:

i. System Area.

a. One hundred feet (100') from adjoining property lines and road rights-of-way.

b. Common property lines within the system area are not subject to setback standards. Adjoining tracts of the same solar energy system may have a twenty five foot (25') setback for panels and equipment along internal common tract lines, but where tract lines adjoin other properties or road rights-of-way the system area setback shall be 100'.

ii. Equipment Setbacks. All proposed inverters, substations, buildings, or other structures not utilized as a solar collector shall be located within the system area and separated by a minimum of three hundred feet (300') from any existing residence, church or school on an adjoining property.

2. AZO. Location within the conical or horizontal surfaces of the Mid-Carolina Regional Airport is not permitted.

3. Screening, Buffering and Fencing. To reduce visual impacts and provide separation between the system area and an existing residence, church or

1 school on an adjoining property located within three hundred (300) feet of the
2 system area perimeter, the applicant may propose use of option (i) or (ii) noted
3 below. Nonetheless, the standards of this subsection may be increased or
4 supplemented as provided in Section 21-61(e).

- 5 i. Standards contained in Sections 21-215(2)(b)(1) and (2) applied to the
6 segment(s) of the system area perimeter adjacent to the developed
7 parcel, or
8 ii. Demonstrate by photo simulation that use of Alternative Buffer and
9 Screening per Section 21-217 and, or Existing Vegetation per Section 21-
10 218 will achieve or exceed the standards of item (i) herein.
11 iii. Security fencing six (6) feet in height shall be provided along the entire
12 system area boundary, except along a segment where 21-215(2)(b)(2) is
13 required.

14
15 4. Access Roads. Internal roads shall be constructed of aggregate base course
16 (ABC) stone a minimum of six inches (6") thick. Gated entrance(s) shall be
17 installed to prevent unauthorized access. When applicable, connection to an
18 NCDOT maintained roadway shall be issued by an approved commercial
19 driveway permit from NCDOT and the apron and roadway to the system area
20 shall be paved.

21 5. Decommissioning Plan. Decommissioning Plan. The applicant shall provide a
22 decommissioning plan that includes a cost estimate prepared by an NC
23 Professional Engineer having professional credentials, recognized expertise or
24 specialization in construction and removal of similar facilities detailing how
25 the solar energy system will be removed and system area will be reasonably
26 restored to its original condition in the event it does not produce energy for a
27 three hundred sixty (360) day continuous basis. Acceptance of the
28 decommissioning plan and cost estimates by Rowan County shall be subject
29 to independent review by an NC Professional Engineer of the County's
30 selection. Prior to permitting, the applicant shall provide Rowan County
31 financial surety at 1.25 times the mutually agreed cost estimate amount,
32 ~~Renewable bonds are expected to provide updated estimates and reflect~~
33 ~~changes due to labor costs, demolition practices, etc. which will remain in~~
34 effect for the first ten (10) years of operation.

35
36 At a minimum, the contents of the decommissioning plan shall include the
37 cost estimates referenced herein and information found in the NC Template
38 Solar Ordinance's Example Decommissioning Plan updated to reflect the site's
39 locational attributes. This plan shall be recorded in the Rowan County
40 Register of Deeds prior to construction of the site.

41
42 An updated decommissioning plan detailing costs shall be submitted to the
43 Planning Department at least six (6) months prior to the ten-year anniversary
44 of installation and six (6) months prior to every five (5) year anniversary

thereafter. In addition to the updated decommissioning plan submittals, the system owner shall provide an analysis of the power produced annually by the facility; an operational efficiency and status report of the panels and equipment; and any intended upgrades or replacements of panels, equipment, etc. Acceptance of the updated plans and estimates by Rowan County shall be subject to independent review by an NC Professional Engineer of the County's selection. A new financial surety at 1.25 times the mutually agreed cost estimate amount shall be provided by the owner / operator to Rowan County for the time period associated with the updated plan.

The system owner / operator may request an extension of the 360 day period to prevent execution of the Decommissioning Plan. The request shall be considered in the same manner as approval was granted.

6. Supplementary Materials. ~~As applicable, the~~ The applicant shall provide the following with the conditional district permit application:

- i. Any relevant studies, reports, documents, recommendations or approvals related to the site that were prepared or received as part of its application to the NC Utilities Commission.*
- ii. Evidence that the electrical utility provider has been informed by the applicant of their intent to install an interconnected system. Evidence may consist of copies and responses of certified letters (or similar) to the utility provider detailing their solar energy system plans, location, etc.*
- iii. A copy of the Certificate of Public Convenience and Necessity for facilities over 2 megawatts or a copy of the Report of Proposed Construction for facilities under 2 megawatts approved by the North Carolina Utilities Commission.*

(b) Dumps, Garbage, Landfills, Refuse Systems, Rubbish, Sludge Disposal and Land Clearing and Inert Debris Landfill [LCID] (SIC 4953 pt.).

- 1. Setbacks.** *All improved areas, including disposal areas, shall be at least two hundred (200) feet from a zone lot line.*
- 2. Separation.** *Improved areas shall be at least three hundred (300) feet from any residence, church, or school.*
- 3. Dust, odor, glare.** *All access roads and storage areas shall be at least twenty (20) feet from any property line constructed with a paved, gravel, or crushed stone surface; and maintained in a dust-free manner.*
- 4. Operation.** *An information sign shall be posted and maintained at the entrance(s) which lists the name and phone number of the operator, types of material accepted, and hours of operation.*
- 5. Security restrictions.** *Access shall be controlled through the use of gates, fences, etc. to prevent unregulated dumping of materials.*
- 6. Other special conditions.** *Proof of a permit issued by the state in accordance*

1 *with applicable provisions of the General Statutes.*

2 **7. LCID Operations.** *Standards of this subsection are applicable to LCID*
3 *operations greater than one-half (.5) acre in size.*

4 **(c) Motor vehicle parts (outdoor), used in the RA district (SIC 5015).**

5 **1. Operation.** *Operations, including but not limited to, storage of dismantled*
6 *motor vehicles or motor vehicle parts or keeping of junk which are not fully*
7 *contained within a building enclosed on all sides shall be subject to the*
8 *standards of this subsection and section 21-246.*

9 **2. Front yard setback.** *The facility shall be one hundred (100) feet from the edge*
10 *of the right-of-way.*

11 **3. Separation from certain uses.** *The facility shall be a minimum of one thousand*
12 *(1,000) feet from a school, residence, church or place of public assembly. The*
13 *separation shall be measured from the closest point of the structure*
14 *containing the school, residence, church or place of public assembly and the*
15 *nearest point of the operational area of the automobile salvage yard. This*
16 *requirement shall not apply to residences owned by the operator of the facility.*

17 **4. Side and rear yard buffering and screening.** *The facility shall be completely*
18 *surrounded by type B buffer and screening, as provided in article IX.*

19 **5. Operational area.** *No operations shall occur in the required buffer.*
20

21 **(d) Zoological garden (SIC 8422).**

22 **1. Site plan.** *A site plan shall be provided showing all fencing, exhibit and storage*
23 *areas, with types of animals specified.*

24 **2. Minimum lot size.** *The minimum lot size is twenty (20) acres.*

25 **3. Smoke, odors, dust.** *Operations shall not create any smoke, odors, or dust at a*
26 *level which creates a nuisance to any person or normal sensitivities at the*
27 *property lines.*

28 **4. Setbacks.** *All animal waste storage areas shall be a minimum of two hundred*
29 *(200) feet from any zone lot line.*

30 **5. Security restrictions.** *Access shall be controlled through the use of gates,*
31 *fences, etc. to prevent entrance by unauthorized persons. Containment of*
32 *animals shall be sufficient to ensure the safety of the surrounding area and the*
33 *county.*

34 **Editor's note:** An amendment of July 1, 2005 renumbered § 21-64 as § 21-60(12). Former § 21-64
35 pertained to specific conditional use criteria for off-premises signs and derived from Ord. of 11-19-01(1);
36 Ord. of 12-3-01; and Ord. of 3-25-04.

37 **Sec. 21-65. General criteria for uses listed SR in the NB District in section 21-113.**

38 Uses listed as SR in the NB District in section 21-113, the table of uses, shall comply with
39 the following criteria, as applicable:

40 (1) *Site plan.* A site plan shall be provided showing the existing lot and all existing and
41 proposed buildings. As well as all criteria required herein.

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	controlling instruments									
39	Miscellaneous manufacturing industries	SR	SR				P	SR		P
Transportation, communications, electric, gas and sanitary services										
40	Railroad transportation									P
41	Local & suburban transit, interurban highway passenger transportation	SR	SR				P	SR		P
42	Motor freight transportation and warehousing, all except	SR	SR				P	SR		P
421	Trucking	SR	SR				P	SR		P
4221	Farm product warehousing and storage	SR or C	SR or C				P	SR		P
	Dead storage of manufactured homes	SR	SR		SR	SR	SR			SR
4226 (pt)	Automobile dead storage									C
4226 (pt)	Oil and gasoline storage caverns for hire and petroleum and chemical bulk stations and terminals for hire						P			P
43	U.S. Postal Service	P	P	P	P	P	P	P	P	P
44	Water transportation, all except						P			P
4493 (pt)	Marinas						P	SR		P
45	Transportation by air						P			P
46	Pipelines, except natural gas	C	C	C	C	C	C	C	C	C
47	Transportation services, all except						P			P
472	Arrangement of passenger transportation	SR	SR				P	SR		P
48	Communications, all except						P			P
	Transmission tower & Wireless support structures	C	C				C	C		C
	Co-location of wireless facilities	SR	SR	SR	SR	SR	SR	SR	SR	SR
	Eligible facilities request	SR	SR	SR	SR	SR	SR	SR	SR	SR
	Alternative tower structures	SR	SR	SR	SR	SR	SR	SR	SR	SR
	Public safety tower	SR	SR	SR	SR	SR	SR	SR	SR	SR
4832	Radio broadcast towers	C								
4833	Television broadcast towers	C								
49	Electric, gas, water services (SIC 491, 492, 493, 494), all except						C			C
	Electric and water distribution lines, gas pipelines	P	P	P	P	P	P	P	P	P
491 (pt)	Residential Ground Mounted Solar Energy Systems 6,000 sq.ft. or less	SR	SR	SR	SR	SR	SR	SR	SR	SR
491 (pt)	Non-Residential Ground Mounted Solar Energy Systems over 6,000 sq.ft.	SR	C				SR-C	SR-C	SR	SR-C
491 (pt)	Roof Mounted Solar Energy Systems	SR	SR	SR	SR	SR	SR	SR	SR	SR
491 (pt)	Utility Scale Solar Energy Systems	CD					CD			C
494	Water supply	P	P	P	P	P	P	P	P	P
4952	Sewerage systems	C	C				P			P
4953	Refuse systems, all prohibited except									
	Dumps: operation of	CD-C								C
P- Permitted by Right P(A) - Permitted as Accessory Use SR - Permitted with Special Requirements C- Conditional Use CD – Conditional District Use		Zoning Districts								
		Residential					Nonresidential			
Use		RA	RR	RS	MHP	MFR	CBI	NB	INST	IND
Transportation, communications, electric, gas and sanitary services cont.										
	Garbage: collect, destroy & process	CD								C
	Land clearing and inert debris landfill (LCID)	CD-C								C
	Landfills, sanitary: operation of	CD-C								C
	Refuse systems	CD								C
	Rubbish collection and disposal	CD-C								C
	Sludge disposal sites	CD-C								C
4959	Sanitary services, NEC	C					P			P
496	Steam and air conditioning supply						P			P
Wholesale trade										
50	Wholesale trade, durable goods, all except	SR	SR				P	SR		P
5015	Motor vehicle parts, used (outdoor)	CD-C								C
5015	Motor vehicle parts, used (indoor)						SR			SR
5032	Brick, stone & construction materials						P	SR		P

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505	Metal & minerals, except petroleum						P			P
5083	Farm & garden machinery & equipment	SR	SR				P	SR		P
5093	Scrap and waste materials									C
51	Wholesale trade, nondurable goods, <i>all except</i>	SR	SR				P	SR		P
5153	Grain and field beans	SR or C	SR or C				P	SR		P
5154	Livestock (wholesale)									C
5159	Farm product raw materials, NEC	SR or C	SR or C				P	SR		P
516	Chemical and allied products									C
517	Petroleum and petroleum products									C
5191	Farm supplies	SR or C	SR or C				P	SR		P
SIC 516 and 517 were removed as conditional uses in the CBI district as a result of Z-10-04 text amendments.										
Retail trade										
52	Building material, hardware, garden supplies and mobile home dealers	SR	SR				P	SR		P
53	General merchandise stores	SR	SR				P	SR		P
54	Food stores	SR	SR				P	SR		P
55	Auto dealers, gas service stations	SR	SR				P	SR		P
56	Apparel and accessory stores	SR	SR				P	SR		P
57	Home furniture, furnishings and equipment stores	SR	SR				P	SR		P
58	Eating and drinking places, all except	SR	SR				P	SR		P
5813	Drinking places (alcoholic beverages)						C			P
59	Miscellaneous retail	SR	SR				P	SR		P
Finance, insurance and real estate										
60	Depository institutions	SR	SR				P	SR		P
61	Non-depository institutions	SR	SR				P	SR		P
62	Security and commodity brokers	SR	SR				P	SR		P
63	Insurance carriers	SR	SR				P	SR		P
64	Insurance agents, brokers & service	SR	SR				P	SR		P
65	Real estate	SR	SR				P	SR		P
67	Holding and other investment offices	SR	SR				P	SR		P
Services										
70	Hotels, rooming houses, camps and other lodging places, <i>all except</i>	SR	SR				P	SR		
7011	Cabins	C					C	C		
7032	Sporting and recreational camps	C	C				P	SR	P	P
7033	Campgrounds and RV parks	C					C	C		
72	Personal services, <i>all except</i>	SR	SR				P	SR		P
7261 (pt)	Crematories						P			P
73	Business services	SR	SR				P	SR		P
75	Auto repair, services and parking	SR	SR				P	SR		P
76	Misc repair services	SR	SR				P	SR		P
78	Motion pictures	SR	SR				P	SR		P
P- Permitted by Right		Zoning Districts								
P(A) - Permitted as Accessory Use										
SR - Permitted with Special Requirements										
C- Conditional Use										
CD – Conditional District		Residential					Nonresidential			
Use		RA	RR	RS	MHP	MFR	CBI	NB	INST	IND
Services cont.										
79	Amusement, recreational services, <i>all except</i>	SR	SR				P	SR		P
7941	Sports clubs and promoters						C			C
7948(pt)	Racetrack operations, including speedways, go-kart tracks and dragstrips						C			C
7992	Public golf courses	C	C				P			
7996	Amusement park						C			C
7997	Membership sports and recreational clubs, <i>all except</i>	SR or C	SR or C	SR			P	SR		P
7997 (pt)	Gun club, shooting clubs	C					C			C
7999	Amusement and recreation services, NEC, <i>all except</i>						P	SR		P
7999 (pt)	Archery ranges, shooting range, skeet shooting, and trapshooting facilities	C					C			C

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	(outdoor)									
7999 (pt)	Archery and shooting range (indoor)	SR					SR	SR		SR
7999 (pt)	Horse shows, rental of saddle horses, riding academies and schools, riding stables, rodeo operation	C	C				P	SR		P
7999 (pt)	Boat / canoe rental for pleasure or fishing, operation of fishing pier and lake	C	C				P	SR		P
7999 (pt)	Day camps, sports instructional schools and camps	C	C				P	SR		P
7999 (pt)	Model automobile racing	C					P	SR		P
	Public parks	P	P	P	P	P	P	P	P	P
80	Health services, <i>all except</i>	SR	SR				P	SR	P	P
8059(pt)	Convalescent homes for psychiatric patients						C		C	C
8063	Psychiatric hospitals						C		C	C
8069 (pt)	Drug addiction rehab, Alcohol rehab hospitals						C		C	C
8093 (pt)	Drug and alcohol treatment, outpatient clients						P		P	P
81	Legal services	SR	SR				P	SR		P
82	Educational services, <i>all except</i>	P	P	P			P	P	P	P
	Facility providing overnight habitation								SR	
83	Social services, <i>all except</i>	SR	SR				P	SR	P	P
8322	Individual and family social services						P	C	P	P
8351 (pt)	Family child care home	P	P	P	P	P	P	P		
8351 (pt)	Child care center in residence	P	P				P	P		
8351 (pt)	Child care center	SR	SR				P	SR	P	P
8361	Residential care, <i>all except</i>						C		C	C
8361 (pt)	Homes for the aged and rest homes within incidental health care	SR	SR				P	SR	P	P
84	Museums, art galleries and botanical gardens, <i>all except</i>	SR	SR				P	SR	P	P
	Zoological parks	CD C					C		C	
86	Membership organizations, <i>all except</i>	SR	SR				P	SR	P	P
8641	Civic, service and social fraternities	C					P	SR	P	P
8661 (pt)	Churches	P	P	P	P	P	P	P	P	P
87	Engineering, accounting, res. management and related services	SR	SR				P	SR		P
88	Private households	P	P	P	P	P	P	P		
89	Miscellaneous services	SR	SR				P	SR		P
Public administration										
91	Executive, legislative and general government, except finance						P		P	P
92	Justice, public order, safety, <i>all except</i>						P		P	P
9221	Police protection	P	P	P	P	P	P	P	P	P
9224	Fire protection	P	P	P	P	P	P	P	P	P
	Ambulance stations	P	P	P	P	P	P	P	P	P
	Rescue squads	P	P	P	P	P	P	P	P	P
P- Permitted by Right P(A) - Permitted as Accessory Use SR - Permitted with Special Requirements C- Conditional Use CD – Conditional District		Zoning Districts								
Use		RA	RR	RS	MHP	MFR	CBI	NB	INST	IND
Public administration cont.										
93	Public finances, taxation and monetary policy						P		P	P
94	Administration of human resource programs						P		P	P
95	Administration of environmental quality and housing programs						P		P	P
96	Administration of economic programs						P		P	P
97	National security and international affairs						P		P	P
	Solid waste and recycling convenience center	P	P	P	P	P	P	P	P	P
Unclassified										
	Adult uses						C			
	Construction and demolition landfill									C

Sec. 21-214. Letter of compliance.

When it is impractical to plant required screening during optimal planting seasons, the owner of the property upon which the required screening is to be located may submit a letter of compliance to the zoning administrator. The letter will acknowledge that the owner of the subject property is aware of the applicable screening and buffering requirements and will meet these requirements within a specific date, but in no case more than one (1) year. Failure to comply with the provisions of this article by the time stated in the letter of compliance shall constitute a violation of the zoning ordinance.

(Ord. of 1-19-98, § X)

Sec. 21-215. Required screening type.

Screening shall be required along the side and rear property boundaries of the zoning lot.

(1) Type A.

- a. Buffer: Twenty (20) feet.
- b. Screening shall be one (1) of the following:
 1. A row of evergreen conifers or broadleaf evergreens placed not more than five (5) feet apart which would grow to form a continuous hedge of at least six (6) feet in height within two (2) years of planting; or
 2. A masonry wall located within the required buffer; such wall shall be a minimum height of six (6) feet (above finished grade;) and, if a block wall, it shall be painted on all sides; or an opaque fence six (6) feet in height; or
 3. A berm and planting combination, with the berm an average height of three (3) feet and dense plantings which will, when combined with the berm, achieve a minimum height of six (6) feet and seventy-five (75) percent opacity within two (2) years.
 4. Lawn, low-growing evergreen shrubs, evergreen ground cover, or rock mulch covering the balance of the buffer.

(2) Type B.

- a. Buffer: Eighty (80) feet.
- b. Screening shall consist of:
 1. A row of trees ***composed of a mixture of deciduous and evergreen species;*** forty (40) percent of which are ***shall be*** large maturing trees. ***All species used shall be between four (4) and six (6) feet tall*** and ~~which are not less than ten (10) feet high at the time of planting and are spaced not more than six (6) feet apart;~~ ***and in combination with 2 and 3 of this subsection, creates a visual separation. The design shall be submitted for review and installed by a certified member of the NC Landscape Contractors Licensing Board.***
 2. An opaque fence located within the required buffer; such fence shall be a minimum height of six (6) feet; and
 3. Lawn, low-growing evergreen shrubs or broadleaf evergreens, evergreen ground cover, or rock mulch covering the balance of the buffer.

- 1 (14) Drugs (283)
- 2 (15) Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet
- 3 preparations (284)
- 4 (16) Rubber and miscellaneous products (30).
- 5 (17) Leather and leather products (31) except leather tanning and finishing.
- 6 (18) Stone, clay, glass and concrete products (32) except hydraulic cement, structural clay
- 7 products, concrete, gypsum and plaster products.
- 8 (19) Abrasives, asbestos, nonmetallic mineral products, fabricated metal products (34)
- 9 except ammunition, except for small arms; ordnance and accessories.
- 10 (20) Industrial and computer machinery and equipment (35).
- 11 (21) Electronic and other electrical equipment (36).
- 12 (22) Transportation equipment (37).
- 13 (23) Measuring, analyzing and controlling instruments (38).
- 14 (24) Miscellaneous manufacturing (39).
- 15 (25) Transportation and utilities (Division F), all except sanitary services, sewerage systems,
- 16 refuse systems, dumps, sanitary land fills, rubbish collection and disposal, and **Non-**
- 17 **Residential** solar energy systems.
- 18 (26) Wholesale trade (50 and 51) all except motor vehicle parts, used; brick, stone, and
- 19 related construction materials, metal and minerals, except petroleum, scrap and waste
- 20 materials, livestock (wholesale); chemical and allied products, petroleum and petroleum
- 21 products.
- 22 (27) All retail trade (Division G).
- 23 (28) All finance, insurance, and real estate (Division H).
- 24 (29) All services (Division I), except shooting ranges, skeet shooting facilities, trap shooting
- 25 facilities, and institutional uses listed in Group 2.
- 26 (e) *Group 4 (most intensive):*
- 27 (1) Metal mining (10).
- 28 (2) Mining and quarrying of non-metallic minerals (14).
- 29 (3) Sawmills (242).
- 30 (4) Pulp mills (261).
- 31 (5) Paper mills (262).
- 32 (6) Chemicals and allied products (28) all except Drugs (283) and Soap, detergents, and
- 33 cleaning preparations; perfumes, cosmetics, and other toilet preparations (284).
- 34 (7) Petroleum refining and related products (29).
- 35 (8) Leather tanning and finishing (3111).
- 36 (9) Hydraulic cement (324).

(10) Structural clay products (325).

(11) Concrete, gypsum and plaster products (327).

(12) Abrasives, asbestos, non-metallic mineral products (329).

(13) Primary metal industries (33).

(14) Ammunition, except for small arms (3483).

(15) Ordnance and accessories (3489).

(16) Permitted refuse systems (4953).

(17) Motor vehicle parts, used; brick, stone, and related construction materials, metal and minerals, except petroleum, scrap and waste materials, livestock (wholesale); chemical and allied products, petroleum and petroleum products.

(18) Utility Scale solar energy systems.

(Ord. of 1-19-98, § X; Ord. of 4-21-03; Amend. of 11-2-09; Amend. of 3-4-13; Amend. of 7-13-20)

Sec. 21-217. Alternative buffers and screening.

In lieu of compliance with the above buffer and screening requirement, an applicant may submit to the zoning administrator for his review and approval a detailed plan and specifications for landscaping and screening. The zoning administrator may approve the alternative buffering and screening, in writing, upon finding that the proposal will afford a degree of buffering and screening, in terms of height, opacity and separation, equivalent to or exceeding that provided by the above requirements.

(Ord. of 1-19-98, § X)

Sec. 21-218. Existing vegetation.

The retention of existing vegetation shall be maximized to the extent practical, wherever such vegetation contributes to required buffering and screening or to the preservation of significant trees.

(Ord. of 1-19-98, § X)

Sec. 21-219. Applicability of screening and buffering requirements.

Unless otherwise specified, the requirements of this article shall not apply to structures adjacent principal or accessory structure and the proposed structure or operation requiring provision of screening and buffering are separated by a distance of two hundred feet or more. The distance shall be measured from the closest point of each structure. Proposed text herein to clarify the applicability of the screening and buffering standards.

(Ord. of 1-19-98, § X; Ord. of 6-29-99; Amend. of 9-6-11).

Secs. 21-220--21-240. Reserved.

ARTICLE X. NUISANCES

1 treated wood.

2 (4) Skirting shall be continuous and unpierced except for ventilation.

3 (5) Skirting manufactured specifically for underpinning shall be installed in accordance with
4 the manufacturer's specifications.

5 (6) Notwithstanding other provisions of this section, manufactured homes in a MHP district
6 may install masonry skirting as provided in this section.

7 (c) *Skirting of manufactured homes outside the MHP district or a family manufactured home*
8 *park.*

9 (1) Skirting shall consist of brick or finished masonry.

10 (2) Skirting shall be continuous and unpierced except for ventilation.

11 (3) Regular unfinished block may not be used for required skirting. However, split-face block
12 may be used.

13 (Ord. of 1-19-98, § XII; Ord. of 4-20-98; Amend. of 4-21-14)

14 **Sec. 21-277. Exceptions and modifications.**

15 (a) *Minor structures and improvements.* Except where otherwise expressly addressed, the
16 following minor, accessory structures and improvements on individual lots or parcels are not
17 intended to be regulated by this chapter:

18 (1) Flagpoles and mailboxes;

19 (2) Landscaping features such as fences, trees and shrubs, terraces, gazebos, and similar
20 items;

21 (3) Piers, wharves, and bulkheads;

22 (4) Recreational improvements such as swing sets and playgrounds;

23 (5) Wells and pumphouses.

24 (b) *Utilities.* Except where otherwise expressly addressed, the following utility structures and
25 facilities are not intended to be regulated by this chapter:

26 (1) Utility lines, pipes, cables, & associated minor equipment & structures, including
27 transformers, pumping stations, "signal boosters", & maintenance buildings;

28 (2) Electronics cabinets for telephone switching and similar devices used by public service
29 providers;

30 (3) Water towers or tanks;

31 (4) Water systems or sewage disposal systems as an exclusive accessory use for a
32 development project; and

33 ~~(5) Solar energy systems located on the roof or exterior wall of any building and systems~~
34 ~~located within a NCDOT right-of-way are not intended to be regulated herein unless~~
35 ~~located within the portion of the approach surface contained by the horizontal surface~~
36 ~~of the AZO and exceed 6,000 sq.ft. solar collector area. Systems that meet these~~
37 ~~standards must provide an approved FAA form 7460-1 prior to receiving a zoning~~
38 ~~permit.~~

(5) *LCID operations (SIC 4953 pt). LCID landfills consistent with the specific standards of this subsection are not regulated by this Chapter, but shall nonetheless adhere to applicable NCDEQ standards:*

1. Landfills with a disposal area of .50 acre or less on an individual parcel; or

2. Beneficial fill used to improve the property's land use potential where no excavation of soil is proposed or has occurred within the area receiving fill.

(c) *Exceptions to front setback requirements for dwellings.* Setback requirements for dwellings may be modified when the setbacks of contiguous existing buildings are less than required. These decreased setbacks are determined by computing the average setback on adjacent lots one hundred (100) feet on either side of the lot of the proposed dwelling. The modified setback may be equivalent to the average setback or ten (10) feet from the rights-of-way line, whichever is greater.

(d) *Antennae for private or public safety use.* Antennae for private use or for use by "police protection" or "fire protection" are exempt from the requirements contained in Sections 21-56 (6)(d)(e) and (f). Private, non-commercial antennae exempted under this provision include: residential radio and television, private citizen's bands, amateur (HAM) radio and any others determined as similar by the Zoning Administrator on a case-by-case basis.

(Ord. of 1-19-98, § XII; Ord. of 2-1-99(1); Amend. of 3-4-13; Amend. of 12-2-13; Amend. of 9-6-16)

Sec. 21-278. Skirting in existing manufactured home parks.

All manufactured homes in manufactured home parks shall be skirted as provided in subsection 21-276(b) of this article within two (2) years of February 16, 1998.

(Ord. of 1-19-98, § XII)

Sec. 21-279. Exceptions for certain turkey shoots.

Turkey shoots operated by churches, civic group or similar nonprofit organizations are exempt from the conditional use requirements of section 21-60 (7)(a) and 21-113, Table of uses.

(Ord. of 1-19-98, § XII; Amend. of 09-03-19)

Sec. 21-280. Construction trailers.

Construction trailers may be used in conjunction with construction projects provided:

(1) The trailers are located on a building site where there is a valid building permit for a project on that site.

(2) The trailer remains on the site for the duration of the building project.

APPENDIX G: Example Decommissioning Plan

This is a simple example decommissioning plan:

Decommission Plan for Big Bright Solar Farm, located at
123 Edge-of-Town Rd.
Piedmont-ville, NC 21234

September 10, 2013

Prepared and Submitted by Solar Developer ABC, the owner of Big Bright Solar Farm

As required by the Town/County of _____, Solar Developer ABC presents this decommissioning plan for Big Bright Solar Farm (the “Facility”).

Decommissioning will occur as a result of any of the following conditions:

1. The land lease ends
2. The system does not produce power for 12 months
3. The system is damaged and will not be repaired or replaced

The owner of the Facility, as provided for in its lease with the landowner, will do the following as a minimum to decommission the project.

1. Remove all non-utility owned equipment, conduits, structures, fencing, and foundations to a depth of at least three feet below grade.
2. Remove all graveled areas and access roads unless the owner of the leased real estate requests in writing for it to stay in place.
3. Restore the land to a condition reasonably similar to its condition before SES development, including replacement of top soil removed or eroded.
4. Revegetate any cleared areas with warm season grasses that are native to the region (~~Mountains, Piedmont, Sandhills or Coastal Plain~~ regions), unless requested in writing by the owner of the real estate to not revegetate due to plans for agricultural planting.

All said removal and decommissioning shall occur within 12 months of the facility ceasing to produce power for sale.

The owner of the Facility, currently Solar Developer ABC, is responsible for this decommissioning. Nothing in this plan relieves any obligation that the real estate property owner may have to remove the facility as outlined in the Special Use Permit in the event the operator of the farm does not fulfill this obligation.

The owner of the Facility will provide Town/County planning department and the Register of Deeds with an updated signed decommissioning plan within 30 days of change in the Facility Owner.

This plan may be modified from time to time and a copy of any modified plans will be provided to the planning staff and filed with the Register of Deeds by the party responsible for decommissioning.

SES Owner Signature:_____ Date:_____

Landowner (if different from SES Owner) Signature:_____ Date:_____

Solar Energy System Land Use Plan Recommendations

Due to the recent advent of solar energy systems as a significant presence in its landscape, Rowan County has taken steps to update its zoning ordinance with standards designed to encourage the use of solar for supplementing residential and commercial power generation along with minimum criteria to ensure utility scale systems are not a dominant land use featured in rural areas.

The County recognizes the site characteristics of a utility scale system will differ based on a variety of factors and has established the following policies for guidance when selecting a location and for consideration by the Planning Board or Board of Commissioners when evaluating an application.

No single “not preferred” policy herein should be viewed as the *de facto* criteria for denying an application, rather the policy standard may be mitigated thru conditional district negotiations, e.g. increased setbacks, buffering or screening, etc. However, multiple “not preferred” or “discouraged” policies strongly suggest the “orderly planned use of land resources” principle found in Section 21-2 of the Rowan County Zoning Ordinance has not been satisfied.

General Recommendations

- Areas currently served **or having the potential to be served** by water or sewer infrastructure are not preferred locations
- Existing Industrial (IND) and Economic Development (ED) zoning districts, or sites / properties listed with the Rowan County Economic Development Commission, are not preferred locations
- Encouraged in areas with low to moderate residential population densities in combination with buffers and screening
- Locations or areas of a site with topography such that screening / visual separation cannot be achieved from adjoining properties or roadways within a three (3) year time frame should be avoided
- Sites that will occupy prime soils or displace active farming operations are not preferred, but if approved should incorporate native plants or grasses as groundcover and include pollinator friendly vegetation
- Panel locations within the Special Flood Hazard Areas (SFHA) or placement of fill within these areas of a site is discouraged
- **Subject to potential utility extensions**, sites having identified poor soils or building / septic constraints are generally encouraged for selection
- Sites within the viewshed of a public park, National Register listed historic property or Rowan County landmark are not preferred
- Utility scale solar energy systems locating within one (1) mile of another utility scale solar energy system is discouraged
- A maximum system acreage of 50 acres is preferred, but may be increased based on the site’s ability to meet all other recommendations contained herein

Areas West of I-85

- Due to residential densities and proximity to municipalities, Area 2 is not a preferred location
- Based on existing infrastructure, e.g. transportation, water, and rail access, location within the US 29 and Hwy 70 corridor overlay are discouraged
- Locations that minimize visual impacts to the NC Scenic Byway Corridor are preferred

Areas East of I-85

- Site locations along the US 29 and I-85 highway corridors are discouraged
- Site locations along the East NC 152 and US 52 highway corridors are not preferred
- Sites in proximity to High Rock Lake located in Area 2 are not preferred

I-85 South Corridor

- Sites within the identified and targeted growth nodes depicted in Figure 23 are discouraged

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: April 6, 2021
SUBJECT: Ratify: 30-day Extension of Solar Moratorium

REQUIRED ACTION

For public hearings conducted remotely, NCGS provisions stipulate a 24 hour public comment period prior to adoption of an ordinance. The Board has allowed for said comment period following its April 5 public hearing regarding the 30-day extension of the solar moratorium. Any comments received may be considered prior to adoption of the moratorium extension at its special meeting on April 7, 2021.

RECOMMENDATION

- If the ZTA 02-19 amendments and land use plan recommendations are adopted, repeal or reject ratification of the 30-day extension; or
- If the ZTA 02-19 text amendments are not ratified, extend the solar moratorium for another 30 days to allow finalization of amendments.

ATTACHMENTS:

Description	Upload Date	Type
Moratorium Ordinance	4/6/2021	Ordinance

**An Ordinance to Extend the Current Moratorium for
Establishing or Expanding Ground Mounted Solar Energy Systems
In Rowan County's Planning Jurisdiction by Thirty (30) Days**

WHEREAS, North Carolina General Statutes 153A-34 delegates the authority to govern Rowan County, NC to the Rowan County Board of Commissioners; and,

WHEREAS, North Carolina General Statutes 153A-340 (future codification as NCGS 160D-702) grants North Carolina counties the power to enact zoning and development regulations, "for the purpose of promoting health, safety, morals, or the general welfare;" and,

WHEREAS, North Carolina General Statute 153A-340(h) (future codification as NCGS 160D-107) authorizes counties to adopt temporary moratoria on any development approval required by law provided the duration is reasonable to correct, modify or resolve such conditions necessitating the moratorium; and,

WHEREAS, North Carolina General Statute 153A-340(h) (future codification as NCGS 160D-107(e)) allows for renewal or extension of a moratorium when the steps outlined in the course of action still remain or new facts and conditions warrant an extension; and,

WHEREAS, Rowan County has been diligent toward continued development of solar energy system text recommendations during its moratorium while still observing COVID-19 protocols; and,

WHEREAS, during said moratorium period, Rowan County has managed to keep its citizens, interest groups and solar industry contacts apprised of updates and opportunities to participate; and,

FURTHERMORE, Rowan County believes the adoption of text amendments related to solar energy systems is imminent and is utilizing this thirty (30) day extension to be certain these amendments are in keeping with the spirit and intent of the Rowan County Zoning Ordinance; and,

NOW, THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Rowan County, North Carolina, does amend and extend the following:

Section I. Title

This ordinance shall be known and may be cited as the Ground Mounted Solar Energy System (Photovoltaic Array) Moratorium for facilities greater than six thousand (6,000) square feet in area located in Rowan County, North Carolina.

Section 2. Problem Statement and Course of Action

Pursuant to NCGS 153A-340(h)(1) (future codification as NCGS 160D-107(e)), the rationale for extending the six month moratorium is substantiated by the following:

- a. Depsite the COVID-19 Pandemic, Rowan County has persevered to conduct public meetings both in limited capacity seating and virtual means allowing participation in the text development process.

Inadequacy: The prolonged timeframe for development is directly related to ineffective remote participation and interaction between Staff, advisory board members, citizens and solar industry contacts.

- b. The Land Use Plans for the Eastern Area, Western Area and the I-85 South Corridor of Rowan County did not consider or provide recommendations for locating ground mounted solar energy systems greater than 6,000 sq ft in area.

Resolution: Recommendations or considerations for locating new ground mounted solar energy systems in the County's land use plans have now been provided.

- c. The Commission has received complaints from property owners and residents adjoining said facilities during the construction phase related to dust and erosion, vehicular congestion and construction traffic, further exacerbated by a lack of adequate visual separation once operational.

Resolution: Recommendations for internal road standards have been proposed in addition to screening standards when located adjacent to a residence, church or school.

- d. Amendments to the Rowan County Zoning Ordinance (RCZO) adopted March 4, 2013 applicable to said facilities did not adequately anticipate their proliferation and associated impacts related to scale, location, setbacks and screening / buffering.

Resolution: Recommendations now propose standards for increased setbacks, equipment setbacks, suggested size limitations, decommissioning plan, emergency access plan and approval from the NC Utilities Commission.

- e. Due to the purported longevity of said facilities, the Commission has concerns about on-going maintenance and decommissioning if no longer operational.

Resolution: The proposed Decommissioning Plan establishes a financial surety to decommission the site in the event it is no longer operational and also requires strategic plan updates including an efficiency analysis during the life of the facility.

Absent the 30 day extension of this ordinance, it is anticipated the County will receive additional applications for these facilities that may create additional or continued conflicts with adjoining land uses. The County believes another brief extension will allow final adoption by the Board of Commissioners relative to the items listed in Section 2 of this Ordinance.

Section 3. Applicability

Pursuant to the requirements of NCGS 153A-340(h)(2) (future codification as NCGS 160D-107(d)2) , this ordinance shall apply to any and all properties in the planning and zoning jurisdiction of Rowan County, NC that submit an application(s) for a building or electrical permit, soil erosion and sedimentation control plan, conditional use or a zoning permit to establish or expand a ground mounted solar energy system (photovoltaic array) in excess of 6,000 sq ft in area. These facilities are classified within Industry Group Number 491 in the 1987 Standard Industrial Classification (SIC) manual.

Extending the moratorium will provide the Rowan County Board of Commissioners an opportunity to finalize text amendments that address the primary and secondary impacts associated with these facilities and prepare recommendations for the Board of Commissioners to consider as amendments to the RCZO and the Eastern Area, Western Area and the I-85 South Corridor Land Use Plans, as applicable.

Section 4. Moratorium Duration

The extension of this moratorium ordinance shall be in effect for an additional thirty (30) day period beginning April 6, 2021 until May 5, 2021 unless such revisions to the RCZO are adopted prior to the moratorium deadline enumerated in this section. The 30 day extension is reasonable to the extent that it allows the Board of Commissioners the ability to finalize its text relative to the items of ‘resolution’ and ‘inadequacy’ identified in Section 2 of this Ordinance.

Section 5. Schedule of Actions

Upon extension of this moratorium ordinance, the Rowan County Board of Commissioners will finalize the ZTA 02-19 text recommended amendments to the RCZO based on this schedule. Depending on duration, the scheduled activities will coincide with the 30 day moratorium.

DATE	ACTION
April 5, 2021 thru May 5, 2021	Board of Commissioners will adopt the ZTA 02-19 text amendments

Section 6. Exception to Moratorium Provisions

This moratorium does not apply to the rights of an individual to erect or place solar collectors on residential property as allowed per NCGS 153A-144.

Section 7. Effective and Termination Dates

This ordinance shall be extended and enforced as of the 6th day of April 6, 2021 until May 5, 2021 unless its terms and duration are amended by the Rowan County Board of Commissioners.

Gregory C. Edds, Chairman

Carolyn Barger, Clerk to the Board