



# **BOARD OF COMMISSIONERS**

**January 02, 2024  
7:00 PM**

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

*Special accommodations for the disabled who attend public meetings can be made by contacting the Clerk to the Board 24 hours in advance at 252-338-6363, Ext. 311.*

**Please silence cell phones.**

## **Agenda**

**Camden County Board of Commissioners  
January 02, 2024; 7:00 PM  
Camden Public Library - Boardroom  
118 Hwy 343 North**

### **Call to Order**

### **Closed Session - Consultation with County Attorney**

### **Reconvene Board of Commissioners**

### **Invocation & Pledge of Allegiance**

**ITEM 1.      Consideration of Agenda** (For discussion and possible action)

**ITEM 2.      Conflict of Interest Disclosure Statement**

**ITEM 3.      Public Comments**

It is requested that comments be limited to (2-3) minutes. The length and number of comments may be limited upon the Chairman's discretion due to scheduling and other issues.

**ITEM 4.      Old Business** (For discussion and possible action)

A. SMWA System Transfer and Purchase Agreement Update

**ITEM 5.      New Business** (For discussion and possible action)

A. Tax Report

B. Resolution of Salaries & Compensation

**ITEM 6.      Board Appointments** (For discussion and possible action)

A. Community Advisory Committee

B. Regional Advisory Council

C. Commissioner Advisory Board Appointments

**Recess to South Camden Water & Sewer District Board of Directors**

**Reconvene Board of Commissioners**

**ITEM 7. Consent Agenda**

- A. BOC Meeting Minutes
- B. Budget Amendment
- C. Pickups, Releases & Refunds
- D. Refunds Over \$100.00
- E. School Budget Amendments
- F. Tax Collection Report
- G. Vehicle Refunds Over \$100.00
- H. Senior Center General Purpose Funding FY 23-24
- I. Set Public Hearing - Application for Zoning Map Amendment
- J. Set Public Hearing - Application for Text Amendment
- K. Set Public Hearing - Application for Special Use Permit

**ITEM 8. County Manager's Report**

**ITEM 9. Commissioners' Reports**

**ITEM 10. Information, Reports & Minutes from Other Agencies**

- A. Register of Deeds Report
- B. Library Report

**ITEM 11. Other Matters (For discussion and possible action)**

**ITEM 12. Adjourn**

Next Regularly Scheduled Meeting - Monday, February 5th; 7:00 PM



**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Old Business**

**Item Number:** 4.A  
**Meeting Date:** January 02, 2024  
**Submitted By:** Erin Burke,  
Administration  
Prepared by: Karen Davis

**Item Title** South Mills Water Association

**Attachments:**

**Summary:**

The Board will be updated on any new information available in regard to the status of the SMWA System Transfer and Purchase Agreement.





**Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**New Business**

**Item Number:** 5.A

**Meeting Date:** January 02, 2024

**Submitted By:** Lisa Anderson, Tax Administrator  
Taxes  
Prepared by: Lisa Anderson

**Item Title** November Monthly Report

**Attachments:** November20231218104415885 (PDF)

**Summary:** November Monthly Report

**Recommendation:** Review and approve

**MONTHLY REPORT OF THE TAX ADMINISTRATOR TO THE**  
**CAMDEN COUNTY BOARD OF COMMISSIONERS**

**OUTSTANDING TAX DELINQUENCIES BY YEAR**

<b><u>YEAR</u></b>	<b><u>REAL PROPERTY</u></b>	<b><u>PERSONAL PROPERTY</u></b>
2022	141,008.09	10,038.41
2021	79,158.70	7,503.51
2020	41,364.11	3,008.57
2019	22,605.05	1,811.18
2018	17,512.42	1,078.40
2017	11,167.13	1,287.30
2016	6,741.83	1,027.88
2015	6,123.07	628.26
2014	7,863.87	967.20
2013	6,177.80	4,618.93

Attachment: November20231218104415885 (Tax Report)

TOTAL REAL PROPERTY TAX UNCOLLECTED	339,722.07
TOTAL PERSONAL PROPERTY UNCOLLECTED	31,969.64
TEN YEAR PERCENTAGE COLLECTION RATE	99.58%
COLLECTION FOR 2023 vs. 2022	5,850.46 vs. 2,080.82

#### **LAST 3 YEARS PERCENTAGE COLLECTION RATE**

2022	98.46%
2021	99.10%
2020	99.44%

#### **THIRTY LARGEST UNPAID ACCOUNTS**

SEE ATTACHMENT "A"

#### **THIRTY OLDEST UNPAID ACCOUNTS**

SEE ATTACHMENT "B"

**EFFORTS AT COLLECTION IN THE LAST 30 DAYS****ENDING    November    2023****BY TAX ADMINISTRATOR**56    NUMBER DELINQUENCY NOTICES SENT34    FOLLOWUP REQUESTS FOR PAYMENT SENT3    NUMBER OF WAGE GARNISHMENTS ISSUED3    NUMBER OF BANK GARNISHMENTS ISSUED41    NUMBER OF PERSONAL PHONE CALLS MADE BY TAX ADMINISTRATOR  
TO DELINQUENT TAXPAYER0    NUMBER OF PERSONAL VISITS CONDUCTED (COUNTY OFFICES)0    PAYMENT AGREEMENTS PREPARED UNDER AUTHORITY OF  
TAX ADMINISTRATOR0    NUMBER OF PAYMENT AGREEMENTS RECOMMENDED TO  
COUNTY ATTORNEY0    NUMBER OF CASES TURNED OVER TO COUNTY ATTORNEY FOR  
COLLECTION (I.D. AND STATUS)0    REQUEST FOR EXECUTION FILES WITH CLERK OF COURTS0    NUMBER OF JUDGMENTS FILED

Attachment: November20231218104415885 (Tax Report)

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
R	02-8943-01-17-4388.0000	10,207.44	2	THOMAS REESE	CAMDEN	301 JAPONICA DR
R	03-8971-00-23-2253.0000	9,306.61	2	ABODE OF CAMDEN, INC.	SHILOH	187 C THOMAS POINT RD
R	02-8934-01-18-8072.0000	7,103.79	2	ARNOLD AND THORNLEY, INC.	CAMDEN	146 158 US W
R	02-8935-02-66-7093.0000	6,753.90	2	B. F. ETHERIDGE HEIRS	CAMDEN	158 US E
R	01-7999-00-62-3898.0000	5,890.92	2	MICHAEL ASKEW	SOUTH MILLS	257 A OLD SWAMP RD
R	03-8962-00-05-0472.0000	5,801.13	2	FRANK MCMILLIAN HEIRS	SHILOH	172 NECK RD
R	02-8943-01-06-9013.0000	5,760.62	2	JEWEL H. DAVENPORT	CAMDEN	WINDY HEIGHTS DR
R	02-8934-01-29-4617.0000	5,748.12	2	JAMES B. SEYMOUR ETAL	CAMDEN	112 158 US W
R	03-8943-02-75-4196.0000	5,728.00	2	SHERRILL M PRICE JR	SHILOH	115 COOKS LANDING RD
R	01-7989-00-01-1714.0000	5,589.67	10	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	02-8916-00-39-5170.0000	5,319.70	2	DONALD RAY JONES	CAMDEN	670 343 HWY N
R	02-8945-00-41-2060.0000	5,273.51	2	LASELLE ETHERIDGE SR. HEIRS	CAMDEN	168 BUSHELL RD
R	03-9809-00-23-4988.0000	5,097.20	2	WANDA H WELLS	SHILOH	104 HIGH RD
R	03-8973-00-53-0748.0000	5,096.48	2	MORRIS L. KIGHT III	SHILOH	142 STANLEY LN
R	02-8954-00-43-8538.0000	4,941.32	2	BILLY ROSS FEREBEE	CAMDEN	237 PALMER RD
R	03-9809-00-24-8236.0000	4,655.29	2	GENE W IRBY	SHILOH	503 SAILBOAT RD
R	03-8961-00-68-3593.0000	4,381.87	2	EDWARD LANE MOORE	SHILOH	169 RAYMONS CREEK RD
R	02-8934-04-72-0416.0000	4,155.76	2	PAULINE JETTE	CAMDEN	238 COUNTRY CLUB RD
R	03-8972-00-44-8500.0000	4,137.94	2	ABODE OF CAMDEN INC.	SHILOH	343 HWY S
R	02-8935-04-63-0820.0000	3,990.30	1	BELCROSS PROPERTIES, LLC	CAMDEN	197 158 US E
R	03-8990-00-17-3935.0000	3,352.06	2	KARL L ADCOCK	SHILOH	100 CATALAN DR
R	03-8971-00-54-7373.0000	3,307.86	2	DWAYNE HARRIS	SHILOH	125 ONE MILL RD
R	01-7090-00-64-6040.0000	3,295.22	1	LINTON RIDDICK	SOUTH MILLS	129 LILLY RD
R	01-7090-00-92-5561.0000	3,244.45	2	MAINSTAY CONSTRUCTION, INC	SOUTH MILLS	GENERALS WAY
R	02-8936-00-23-4750.0000	3,233.58	2	AARON DARNELL CHAMBLEE ET AL	CAMDEN	LAMBS RD
R	02-8943-01-47-1120.0000	3,129.77	4	EMILY FORBES CRAIN	CAMDEN	104 C ST
R	02-8934-03-31-9750.0000	3,128.92	1	CAROLYN MCDANIEL	CAMDEN	195 COUNTRY CLUB RD
R	01-7080-00-26-2396.0000	3,092.07	1	CHRISTOPHER A. KINDER	SOUTH MILLS	136 DOCK LANDING LP
R	03-8965-00-37-4242.0000	3,077.96	2	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD
R	01-7090-00-71-3290.0000	3,000.00	1	NORMAN L. PHELPS, JR.	SOUTH MILLS	426 OLD SWAMP RD

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Delinquencies Top-30 Unpaid

Attachment: November20231218104415885 (Tax Report)

1

Roll	Parcel Number	YrsDlq	Unpaid Amount	Taxpayer Name	City	Property Address
R	01-7989-00-01-1714.0000	10	5,589.67	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	03-8965-00-37-4242.0000	10	3,077.96	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD
R	03-8962-00-04-9097.0000	10	2,988.80	CECIL BARNARD HEIRS	SHILOH	NECK RD
R	01-7999-00-95-3587.0000	10	2,613.78	WALTER TURNER HEIRS	SOUTH MILLS	CAROLINA RD
R	03-8899-00-45-2682.0000	10	2,245.98	SEAMARK INC.	SHILOH	HOLLY RD
R	03-8952-00-95-8737.0000	10	2,233.18	AUDREY TILLET	SHILOH	171 NECK RD
R	01-7999-00-32-3510.0000	10	2,022.09	LEAH BARCO	SOUTH MILLS	195 BUNKER HILL RD
R	01-7988-00-91-0179.0001	10	2,014.88	THOMAS L. BROTHERS HEIRS	SOUTH MILLS	
R	01-7999-00-12-8596.0000	10	1,943.65	MOSES MITCHELL HEIRS	SOUTH MILLS	165 BUNKER HILL RD
R	03-8943-04-93-8214.0000	10	1,862.04	L. P. JORDAN HEIRS	SHILOH	108 CAMDEN AVE
R	01-7091-00-64-6569.0000	10	1,814.42	CLARENCE D. TURNER JR.	SOUTH MILLS	STINGY LN
R	02-8926-00-13-6839.0000	10	1,407.85	NORTHEASTERN COMMUNITY	CAMDEN	123 TRAFTON RD
R	02-8935-01-07-0916.0000	10	1,202.28	ROSETTA MERCER INGRAM	CAMDEN	227 SLEEPY HOLLOW RD
R	02-8936-00-24-7426.0000	10	948.81	BERNICE PUGH	CAMDEN	113 BOURBON ST
R	01-7090-00-60-5052.0000	10	840.78	JOE GRIFFIN HEIRS	SOUTH MILLS	117 GRIFFIN RD
R	01-7989-04-60-1568.0000	10	806.07	EMMA BRITE HEIRS	SOUTH MILLS	116 BLOODFIELD RD
R	01-7989-04-90-0938.0000	10	791.77	DORIS EASON	SOUTH MILLS	1352 343 HWY N
R	01-7989-04-60-1954.0000	10	786.75	CHRISTINE RIDDICK	SOUTH MILLS	105 BLOODFIELD RD
R	01-7080-00-62-1977.0000	10	719.09	SANDERS CROSSING OF CAMDEN CO	SOUTH MILLS	117 OTTERS PL
R	02-8955-00-13-7846.0000	10	592.37	MARIE MERCER	CAMDEN	IVY NECK RD
R	03-9809-00-33-4725.0000	10	441.32	DENNIS CREASY	SHILOH	SAILBOAT RD
R	03-8980-00-61-1968.0000	10	417.12	WILLIAMSBURG VACATION	SHILOH	CAMDEN POINT RD
R	03-9809-00-53-4358.0000	10	406.96	WILLIAM G. YATES	SHILOH	SAILBOAT RD
R	03-8899-00-36-1568.0000	10	367.55	PETER BUTSAVAGE	SHILOH	HIBISCUS RD
R	03-8962-00-55-5300.0000	10	310.71	OCTAVIA COPELAND HEIRS	SHILOH	457 NECK RD
R	01-7090-00-95-5262.0000	10	307.16	JOHN F. SAWYER HEIRS	SOUTH MILLS	OLD SWAMP RD
R	03-9809-00-54-8280.0000	10	306.72	RODNEY STEVEN SPIVEY &	SHILOH	SAILBOAT RD
R	03-8980-00-84-0931.0000	10	293.76	CARL TEUSCHER	SHILOH	218 BROAD CREEK RD
R	03-9809-00-66-0120.0000	10	262.25	RANDELL CRIDER	SHILOH	SAILBOAT RD
R	03-9809-00-45-1097.0000	10	206.42	MICHAEL OBER	SHILOH	CENTERPOINT RD

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Delinquencies Top-30 Oldest

Attachment: November20231218104415885 (Tax Report)

1

2019

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
P	0002941	2,059.39	2	BARKER'S TRUCKING, INC	SHILOH	108 SASSAFRAS LN
P	0000295	1,126.07	4	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0001709	947.26	6	JOHN MATTHEW CARTE	CAMDEN	150 158 HWY
P	0003721	792.00	2	JIMMY'S TRUCKING & HAULING LLC	CAMDEN	127 TRAFTON RD
P	0001721	693.51	2	CINDY MAYO	SOUTH MILLS	106 BINGHAM RD
P	0003192	583.73	1	ROBERT JESSE-ALDERMAN HUDGINS	CAMDEN	409 343 HWY N
P	0001046	543.81	1	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0001072	520.66	10	PAM BUNDY	SHILOH	105 AARON DR
P	0003513	449.27	1	JULIE PORTER	CAMDEN	431 158 US W
P	0003512	397.83	1	WILLIAM ANTHONY POPE JR	CAMDEN	214 SMITH DR
P	0000297	368.21	1	ADAM D. & TRACY J.W. JONES	CAMDEN	133 WALSTON LN
P	0003017	337.95	1	MARK STANLEY MICHALSKI	SOUTH MILLS	138 CAROLINA RD
P	0003415	302.75	2	IVY MIRANDA BOGUES	CAMDEN	224 NORTH RIVER RD
P	0000945	294.86	2	RAMONA F. TAZEWEILL	CAMDEN	239 SLEEPY HOLLOW RD
P	0003547	292.19	2	NICHOLAS W. STOTTS	CAMDEN	431 158 US W
P	0002902	281.09	2	STEPHANIE AUSMAN	SHILOH	204 POND RD
P	0003208	271.52	2	RICKY W JOHNSON	CAMDEN	113 PALMER RD
P	0001545	270.35	2	LOUIS RUGGERI	CAMDEN	390 CAMDEN CSWY
P	0003075	262.38	2	PATRICK WAYNE BAUM	CAMDEN	186 B BUSHELL RD
P	0001104	258.76	1	MICHAEL & MICHELLE STONE	CAMDEN	107 RIDGE ROAD
P	0003478	253.59	1	JOHN PETER LEARY	SOUTH MILLS	971 343 HWY N
P	0002525	251.35	1	JOSEPH VINCENT CARDYN	SHILOH	260 ONE MILL RD
P	0002643	231.93	1	JASON RYAN MCCALLISTER	SOUTH MILLS	102 COUNTRY MEADOWS D
P	0003662	231.58	2	JEFFREY CLAYTON COLLIER	CAMDEN	152 158 US W
P	0000738	226.96	8	LESLIE ETHERIDGE JR	CAMDEN	431 158 US W
P	0003850	225.10	1	JOSHUA MICHAEL BAILEY	SOUTH MILLS	100 ROBIN CT W
P	0003773	222.54	2	SEVAN NERO BARTLETT	CAMDEN	197 HERMAN ARNOLD RD
P	0002468	221.37	1	WANDA HERNANDEZ WELLS	SHILOH	104 HIGH RD
P	0001538	216.33	4	JEFFREY EDWIN DAVIS	CAMDEN	431 158 US W
P	0001512	213.49	2	JOHN WESLEY BURGESS, JR.	CAMDEN	431 158 USY W

12/18/23 10:47:01

Delinquencies Top-30 Unpaid

Attachment: November20231218104415885 (Tax Report)

1

Roll	Parcel Number	YrsDltg	Unpaid Amount	Taxpayer Name	City	Property Address
P	0001072	10	520.66	PAM BUNDY	SHILOH	105 AARON DR
P	0001709	8	947.26	JOHN MATTHEW CARTE	CAMDEN	150 158 HWY
P	0001046	8	543.81	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0000738	8	226.96	LESLIE ETHERIDGE JR	CAMDEN	431 158 US W
P	0001538	8	216.33	JEFFREY EDWIN DAVIS	CAMDEN	431 158 US W
P	0001106	8	200.27	JAMI ELIZABETH VANHORN	SOUTH MILLS	612 MAIN ST
P	0001694	8	128.34	THOMAS B. THOMAS HEIRS	CAMDEN	150 158 HWY W
P	0000295	7	1,126.07	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0000770	7	134.40	MARSHA GAIL BOGUES	CAMDEN	276 BELCROSS RD
P	0002921	7	120.68	CYNTHIA MAE BLAIN	SOUTH MILLS	122 DOCK LANDING LOOP
P	0000945	6	294.86	RAMONA F. TAZEWEILL	CAMDEN	239 SLEEPY HOLLOW RD
P	0002468	6	221.37	WANDA HERNANDEZ WELLS	SHILOH	104 HIGH RD
P	0002968	6	202.44	MICHAEL WILLIAM MAINELLO	SOUTH MILLS	237 KEETER BARN RD
P	0001150	6	136.45	WILLIAM MICHAEL STONE	CAMDEN	130 MILL DAM RD S
P	0001689	6	125.28	MICHAEL WAYNE MYERS	SOUTH MILLS	107 ROBIN DR
P	0002902	5	281.09	STEPHANIE AUSMAN	SHILOH	204 POND RD
P	0001512	5	213.49	JOHN WESLEY BURGESS, JR.	CAMDEN	431 158 USY W
P	0002942	5	100.25	JAMES P. VASILOPOULOS	CAMDEN	346 343 HWY S
P	0003513	4	449.27	JULIE PORTER	CAMDEN	431 158 US W
P	0003415	4	302.75	IVY MIRANDA BOGUES	CAMDEN	224 NORTH RIVER RD
P	0003075	4	262.38	PATRICK WAYNE BAUM	CAMDEN	186 B BUSHELL RD
P	0003414	4	199.71	EDWARD A. BILL	CAMDEN	152 158 US W
P	0003096	4	191.26	DANIEL ELWOOD BRIGHT	CAMDEN	109 JUNIPER DR
P	0002978	4	177.22	JONATHAN LEWIS PUGH	SOUTH MILLS	206 MAIN ST
P	0003035	4	173.24	ROBERT HENRY LEE	SHILOH	121 BEECH TREE DR
P	0003487	4	171.51	MICHAEL RONALD MAYO II	CAMDEN	146 BELCROSS RD
P	0003495	4	147.34	ALY MOHAMAD	SHILOH	100 BROAD CREEK RD
P	0003378	4	108.36	JAMES KELLEY WIGFIELD	CAMDEN	441 158 US E
P	0001721	3	693.51	CINDY MAYO	SOUTH MILLS	106 BINGHAM RD
P	0003192	3	583.73	ROBERT JESSE-ALDERMAN HUDGINS	CAMDEN	409 343 HWY N

Attachment: November20231218104415885 (Tax Report)

12/18/23 10:47:03

Delinquencies Top-30 Oldest

1





**Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**New Business**

**Item Number:** 5.B  
**Meeting Date:** January 02, 2024  
**Submitted By:** Stephanie Jackson,  
Finance  
Prepared by: Stephanie Jackson

**Item Title**                      **Resolution of Salaries & Compensation**

**Attachments:**                      Salaries & Compensation 2023-2024              (PDF)

**Summary:** Attached is the Resolution of Camden County Salaries & Compensation. There are boards outside of the county that request appointees which are not included in the current Resolution as they are not specific Camden County boards.

**Recommendation:**

The Board will consider amending the Resolution of Camden County Salaries & Compensation to include County appointees serving on advisory boards not currently included and receiving compensation.



**Resolution No. 2023-06-01**

**A RESOLUTION OF THE  
CAMDEN COUNTY BOARD OF COMMISSIONERS  
SALARIES AND COMPENSATION  
FOR VARIOUS BOARDS AND COMMISSIONS  
FISCAL YEAR 2023-2024**

**Whereas**, the Camden County Board of Commissioners desires to provide reasonable compensation for service on various boards and commissions of the County;

**Now, Therefore, Be It Resolved** that the Camden County Board of Commissioners meeting this 5<sup>th</sup> day of June 2023 in Camden Village, Camden County, North Carolina does hereby amend the following salaries and compensation for the stated boards and commissions for the period beginning July 1, 2023 and ending June 30, 2024,

**Section 1: BOARD OF COMMISSIONERS**

Chairman \$750.00 per month plus mileage.

Vice-chairman/  
Board Member \$725.00 per month plus mileage.

1. The monthly "salary" of the Board members shall be considered as compensation for regularly scheduled meetings of the board per the annual Meeting Calendar. Same day attendance at meetings will not be eligible for reimbursement – i.e., a closed session in advance of a board meeting.
2. Board members attending Special Meetings and Budget Work Sessions will be compensated at a rate of \$75 per meeting. Board members will be compensated up to \$75 for attendance at other board meetings they have been appointed to and not already compensated for by those boards.
3. For purposes of reimbursement, eligible meetings would include those in which the board members serve and participate by virtue of their position and/or in representation of their position as a board member and/or are an invited "participant" by staff or agency/department and may include Association Ad Hoc Committee meetings, Ground Breakings and Ribbon Cuttings or any meeting at the request of the Board of Commissioners in the Commissioner's official capacity.

4. The following are not reimbursable expenses: Attendance to social occasions (banquets, meals (except as part of a participatory meeting), entertainment, sports, galas, fundraisers, clubs, etc.), or informal or telephonic conversations. Also alcoholic beverages, political contributions, tips greater than 18%, parking or traffic violations / fines, entertainment expenses such as tickets to sporting events or theaters, and in room movies. For any fundraisers the board decides to attend, the County will pay for the ticket if the Commissioner's agree that the event benefits Camden County residents and serves a public purpose, however, they will not receive meeting pay for attendance. (Must be non-partisan and non-profit.)
5. Attendance at Board appointed Board Meetings (i.e. Library, DSS, ADJ) will not be reimbursable to Commissioners who are not appointed to those boards unless they are requested to attend by the appointee who is unable to attend or at the request of the Board of Commissioners in the Commissioner's official capacity.
6. Commissioners shall receive a payment of \$150.00 per day for any meeting or day for travel to/from meeting, lasting more than four (4) hours and out of the county (90 mile radius of the Courthouse).
7. Board members are required to submit in writing a payment request in the form of an expense report (via internal form) to the Finance Officer not later than the last business day of each month. The report will contain all expenses including compensation along with a description of the meeting, date, time and place.
8. Special meeting reimbursement requests that exceed seven (7) in a month will require Board approval.

## **Section 2: BOARD OF ELECTIONS**

Chairman	Compensation - \$50 for meeting with Board. \$50 per day for Election Day, canvass day, and instruction day plus mileage.
Board Members	Compensation - \$40 per meeting with Board. \$40 per day on Election Day and canvass day plus mileage.
Chief Judge	Compensation - \$40 per day for instruction day and canvass day plus mileage. \$150.00 per day for Election Day plus mileage. \$20 for pick-up day.
Judges	Compensation - \$20 for instruction day. Election Day at \$120.00 per day.
Assistants	Compensation - \$20 for instruction day. Election Day at \$100.00 per day.

## **Section 3: PLANNING BOARD AND ZONING BOARD OF ADJUSTMENTS**

Compensation - \$30.00 per meeting plus mileage.

**Section 4: SOCIAL SERVICES BOARD**

Chairman Compensation - \$35.00 per meeting plus mileage.

Board Members Compensation - \$30.00 per meeting plus mileage.

**Section 5: AGING ADVISORY COUNCIL**

Compensation - \$30.00 per meeting, plus mileage and meal if required.

**Section 6: RECREATION BOARD**

Compensation - \$30.00 per meeting, plus mileage.

**Section 7: JURY COMMISSION**

Compensation - \$ 7.25 per hour for hours worked compiling jury list.

**Section 8: ECONOMIC DEVELOPMENT BOARD**

Compensation - \$30.00 per meeting, plus mileage.

**Section 9: SENIOR CENTER BOARD**

Compensation - \$30.00 per meeting, plus mileage.

**Section 10: LIBRARY BOARD**

Compensation - \$30.00 per meeting, plus mileage.

**Section 11: POTENTIALLY DANGEROUS DOG APPEALS BOARD**

Compensation - \$30.00 per meeting, plus mileage.

**Section 12: AGRICULTURAL ADVISORY BOARD & FIRE COMMISSIONS**

No Compensation

**Section 13: TRAVEL & MILEAGE REIMBURSEMENT**

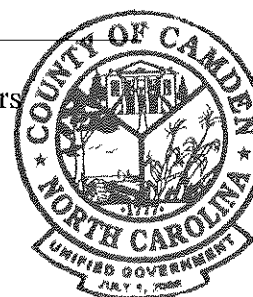
All Boards and Commissions are subject to the approved Camden County Travel Policy. Mileage will be computed based on home of record and return. Mileage will be reimbursed at the rate established by the Federal Mileage Reimbursement Rate for travel as allowed in IRS Publication 15 for all compensable meetings. Any volunteer or non-paid meetings will not qualify for travel or mileage reimbursement without Board of Commissioners approval.

Adopted this the 5<sup>th</sup> day of June 2023.

ATTEST:

Karen M. Davis  
Karen M. Davis, NCCCC  
Clerk to the Board of Commissioners

Tiffney White  
Tiffney White, Chairperson  
Camden County Board of Commissioners





## Board of Commissioners AGENDA ITEM SUMMARY SHEET

### Board Appointments

**Item Number:** 6.A

**Meeting Date:** January 02, 2024

**Submitted By:** Karen Davis, Clerk to the Board  
Board of Commissioners  
Prepared by: Karen Davis

**Item Title** **Community Advisory Committee**

**Attachments:** Melissa MacKay CAC Orientation Training Status 20  
hr 10 2023 (003) (PDF)

**Summary:**

It is the request of the DHHS Division of Aging and Adult Services that Melissa MacKay be appointed to the Community Advisory Committee.

**Recommendation:**

Approval.



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF AGING AND ADULT SERVICES  
OFFICE OF THE STATE LONG-TERM CARE OMBUDSMAN

**COMMUNITY ADVISORY COMMITTEE  
ORIENTATION TRAINING STATUS**

**Applicant's Name:** Melissa MacKay

**Regional Ombudsman's Name:** Melissa Hines

**Region:** C **County:** Camden

**Date:** November 6, 2023

**County Committee:** ☒ Adult Care Home ☐ Nursing Home ☐ Joint

**Beginning Date of Orientation Training:** November 6, 2023

**Assigned Group:** Group C

**Assigned Group Schedules:** The schedules listed below are based on a 20-hour orientation training.

Week	Group A <input type="checkbox"/> Thursday & Friday 10:00 a.m. - 3:30 p.m.		Group B <input type="checkbox"/> Monday & Wednesday 10:00 a.m. - 3:30 p.m.		Group C <input checked="" type="checkbox"/> Monday - Thursday 10:00 a.m. - 3:30 p.m.
1	October 12, 2023	October 13, 2023	October 16, 2023	October 18, 2023	November 6, 2023 November 7, 2023 November 8, 2023 November 9, 2023
2	October 19, 2023	October 20, 2023	October 23, 2023	October 25, 2023	

Applicants are expected to complete all of the Community Advisory Committee (CAC) Orientation training before being certified, designated, and appointed as a CAC volunteer/member. The training consists of the following phases:

Phase I	Phase II	Phase III
Independent Study	Field Work Orientation	Classroom Orientation
(7) hours of independent study/homework (independent, web-based, webinars)	(10 – 14) hours of facility visitation to speak with staff members and residents of the facilities you will be serving.	(16 – 20) hours of State Office classroom orientation 1. Modules 1 – 10 2. Depending on Group selection, classes can run from 4 – 8 weeks.

**Section A:**

As a CAC applicant, an attestation form was signed expressing orientation training must be completed within 90 days of application. Below is a summary of your application status.

**Summary:** You have successfully completed the required 36-hours of CAC orientation training. Congratulations on becoming a CAC volunteer!

**Application Status:** Approved

*Est. 10/30/2022*

**Section B:** *Only complete this section if in “denied” status or if there were absences in the first scheduled initial class orientation training.*

**Date of Orientation Missed:** Date 1: Click or tap to enter a date. Date 2: Click or tap to enter a date.

**Make up Day:** Date 1: Click or tap to enter a date. Date 2: Click or tap to enter a date.

**Module:** Choose an item., Choose an item., Choose an item.

CAC Applicant’s Signature: \_\_\_\_\_

DATE: \_\_\_\_\_

SLTCO Trainer’s Signature: \_\_\_\_\_

DATE: \_\_\_\_\_



**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Board Appointments**

**Item Number:** 6.B

**Meeting Date:** January 02, 2024

**Submitted By:** Karen Davis, Clerk to the Board  
Board of Commissioners  
Prepared by: Karen Davis

**Item Title** **Regional Advisory Council**

**Attachments:** Regional Advisory Council Appointment Request  
(PDF)

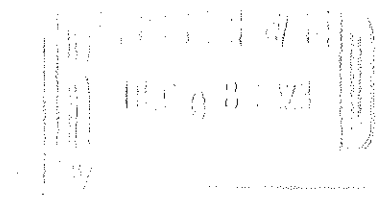
**Summary:**

It is the request of the Albemarle Commission Area Agency on Aging that Laura Jolley and Gwen Wescott be reappointed to the Regional Advisory Council for an additional two-year term.

**Recommendation:**

Approval.





November 9, 2023

Ms. Karen Davis, Clerk to the Board  
Camden County  
PO Box 190  
Camden, NC 27921

Dear Ms. Davis:

The Albemarle Commission Area Agency on Aging (AAA) is in needs two appointed representatives on our Regional Advisory Council (RAC) to be reappointed. Ms. Laura Jolley's term expired on 6/23 and Ms. Gwen Wescott's term expired on 5/23. Both individuals have been a tremendous asset to this group and a great advocate for older adults in Camden County.

The RAC meets quarterly to give direction and guidance to the AAA's efforts in serving the senior population in **Camden County**. The primary purpose of this council is to serve as advocates for older adults, their caregivers and their families living within the service area of the Albemarle Commission as specified by the Older American's Act. This group is primarily responsible for providing guidance and input in our 4-year area plan to serve older adults in Northeast North Carolina.

Appointment length to this council can vary based on the county preference, but should be no less than a two-year term.

Should you have any questions or concerns, please feel free to contact me at 252-404-7087. I thank you in advance for your assistance.

Most Sincerely,

Bradley Yates, Administrative Assistant  
Albemarle Commission Area Agency on Aging

Attachment: Regional Advisory Council Appointment Request (Regional Advisory Council)

CAMDEN

CHELSEA

CHERRYBROOK

DART

DARTON

HYDE

PASQUICHAMK

PERDUMMANS

HYDE

WASHINGTON

COLUMBIA

CHELSEA

DOCK

EDENBORO

ELIZABETH CITY

CARVILLE

GRANTWOOD

RED DEVIL HILLS

EDDYHAWK

MARBLE

MACAHEAD

PHYCOTHE

ROPER

SOUTHERN FOREST

WINDHILL



## **Board of Commissioners AGENDA ITEM SUMMARY SHEET**

### **Board Appointments**

**Item Number:** 6.C

**Meeting Date:** January 02, 2024

**Submitted By:** Karen Davis, Clerk to the Board  
Board of Commissioners  
Prepared by: Karen Davis

**Item Title** **Commissioner Advisory Board Appointments**

**Attachments:** Commissioner Advisory Boards\_Current 2023 (PDF)

**Summary:**

The list of Commissioner Advisory Board Appointments is attached as reviewed and assigned by Chair Munro with no changes for 2024.

**Advisory Boards w/ Required Commissioner Appointments**

<b>ADVISORY BOARD</b>	<b>CURRENT APPOINTMENT</b>	<b>MEETING SCHEDULE</b>	<b>TIME</b>	<b>LOCATION</b>
911 Central Communications	Sissy Aydlett	Bimonthly	6 PM	Public Safety Bldg. (EC)
*Albemarle Commission Board of Delegates	Tiffney White Sissy Aydlett (alt.)	Monthly	6 PM	Albemarle Commission (Hertford)
Albemarle District Jail	Ross Munro	Monthly	2 PM	Public Safety Bldg. (EC)
Albemarle Regional Health Board	Sissy Aydlett	Monthly	6 PM (meal)	ARHS (EC)
Albemarle Rural Conservation & Dev. Council	Troy Leary	Twice annually	Evening	Agriculture Bldg. (Edenton)
Albemarle Rural Planning Organization	Ross Munro Troy Leary (alt.)	Quarterly	TBD	TBD
Camden Economic Development Commission	Randy Krainiak	As needed	3:00 PM	Camden Library
Chamber of Commerce (Elizabeth City)	Ross Munro	Monthly	9 AM	TBD
Dismal Swamp Park Advisory Committee	Tiffney White	Quarterly	TBD	TBD
Home & Community Block Grant	Randy Krainiak	Annually	TBD	Albemarle Commission
Juvenile Crime Prevention Council	Randy Krainiak	6 meetings annually	11 AM – 12 PM	Camden Library
Library Board of Trustees	Ross Munro	Quarterly	5:15 PM	Camden Library
*Northeastern Workforce Dev. Consortium	Tiffney White	Twice annually	5:30 PM	Albemarle Commission
Northern Regional Advisory Board – Trillium	Sissy Aydlett	Bimonthly	4:00 – 6:00 PM	Trillium Health Resources (Ahoskie)
Parks & Recreation Advisory Board	Troy Leary	Quarterly	5:30 PM	Camden Center for Active Adults

Pasquotank-Camden EMS Board (2 reps)	Tiffney White Sissy Aydlett	Quarterly	2:00 PM	EMS Admin Office (EC)
Public Safety Organization	Troy Leary	Bimonthly	6:30 PM (meal) 7:00 PM	Rotation - TBD
Senior Advisory Board	Tiffney White	Quarterly	5:15 PM	Camden Center for Active Adults
Social Services Board	Randy Krainiak	Monthly	5:00 PM	Camden Library
SPCA Advisory Board	Troy Leary	Monthly	5:30 PM	TBD
Tourism Development Authority	Ross Munro	Quarterly	9:30 AM	Camden Library

\*Most counties appoint the same Commissioner to both the Albemarle Commission Board and the Northeastern Workforce Development Consortium in that when the Northeastern Workforce Development Consortium meets it's usually immediately prior to the Albemarle Commission Board of Delegates meeting.



**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Consent Agenda**

**Item Number:** 7.A  
**Meeting Date:** January 02, 2024  
**Submitted By:** Karen Davis, Clerk to the Board  
Board of Commissioners  
Prepared by: Karen Davis  
**Item Title** **BOC Meeting Minutes**  
**Attachments:** bocminutes\_112823 (DOCX)  
bocminutes\_120423 (DOCX)

**Camden County Board of Commissioners  
Emergency Meeting  
November 28, 2023; 4:00 PM  
Camden Public Library Boardroom  
118 Hwy 343 North**









**Minutes**

A duly noticed Emergency Meeting of the Camden County Board of Commissioners was held at 4:00 PM on November 28, 2023 in boardroom of the Camden Public Library in Camden, North Carolina. The purpose of the meeting was to consider a contract to purchase three ambulances that are immediately available to the County for purchase in the amount of \$886,581.00 (\$285,527.00 each). The nature of the manufacturing industry is such that these ambulances will likely not be available if the Board were to wait to discuss them at a special called meeting or at the regular December meeting. The waiting period for new equipment could be up to 18 months if the ready to purchase equipment contract is not obtained. This would delay the start of the new EMS program well into 2025.

The meeting was called to order by Chair Tiffney White at 4:00 PM. Also Present: Vice Chair Ross Munro and Commissioners Randy Krainiak, Sissy Aydlett and Troy Leary.

Administration Staff Present: County Manager Erin Burke and Clerk to the Board Karen Davis.  
Also Present: South Mills Volunteer Fire Department Chief Tommy Banks.

County Manager Burke presented the following proposal from Atlantic Emergency Solutions (AES) in regard to the availability of three new ambulances for immediate purchase and requested that the Board authorize staff to proceed with the contract.

<div style="text-align: center;">  </div> <div style="text-align: right; font-size: small;">             Tim Hykes Regional Account Manager Ambulance Division Tel: 919-219-7966 thikes@atlanticemergency.com         </div> <hr/> <p>Camden County Camden, NC</p> <p>Monday November 27th, 2023</p> <p>Atlantic Emergency Solutions, the North Carolina dealer for Wheeled Coach, is pleased to present you with a price regarding your request for (3) stock unit Chevy G4500 Wheeled Coach 170", Ambulance</p> <p>The price to customize and manufacture the truck matching the attached specifications is as follows:</p> <p style="text-align: center;"> <b>Total cost for (1) unit \$288,527.00</b>  <b>Multi unit (3) units \$856,581.00 (\$285,527.00 ea)</b>  <b>Units purchased thru HGAC buying CO OP AM10-23</b> </p> <p>This proposal is valid until units sold.</p> <p>All ambulances are complete and ready for immediate delivery, include all options in specification, \$4,500.00 graphic allowance per truck and AES will install customer supplied Stryker stretcher mount.</p> <p>The price includes the following:</p> <p><b>Factory Pickup and Transportation</b> Wheeled Coach will drive new unit from Wheeled Coach to Greenville, NC Service facility after final inspection.</p> <p><b>Dealer Pre-Delivery Inspection</b> Greenville, NC service center will perform a pre-delivery inspection after delivery from the Wheeled Coach factory.</p> <p><b>Delivery</b> Camden County will take delivery of unit from Greenville Service Center after pre-delivery inspection is completed.</p> <p><b>Fuel and Tags</b> Atlantic will ensure the unit has a full tank of fuel and a temporary tag.</p> <p>Since the beginning in 1973, Wheeled Coach has kept its eye on the future; always working with customers to improve upon today's ambulances and rescue vehicles. The goal has been to make emergency vehicles safer for both patient and crew, and at the same time, make them more efficient.</p> <p>Located in Winter Park, Florida, Wheeled Coach offers a diverse product line, allowing for unique and custom ambulance configurations. Being an ISO 9001 certified ambulance manufacture, Wheeled Coach prides itself on safety, innovation and maintenance.</p> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 20px;">    </div> <div style="text-align: center; margin-top: 5px;"> <a href="http://www.atlanticemergency.com">www.atlanticemergency.com</a> (800) 442-9700         </div>	<div style="text-align: center;">  </div> <div style="text-align: right; font-size: small;">             Tim Hykes Regional Account Manager Ambulance Division Tel: 919-219-7966 thikes@atlanticemergency.com         </div> <hr/> <p>At Atlantic Emergency Solutions we have built an internal and external infrastructure capable of meeting the diverse needs of our customers. With Twenty (20) Service Centers, two (2) Collision and Paint Center, over one hundred (100+) Service Technicians and over fifteen (15) fully stocked Service Vehicles located throughout Delaware, Maryland, North Carolina, Pennsylvania, Ohio, South Carolina, Virginia and West Virginia, our service is unmatched. It is our mission to not only make the duration of your emergency vehicle a pleasant experience, but to assist in any way possible.</p> <p>Atlantic Emergency Solutions has invested heavily in providing warranty, routine and emergency service to its customers in North Carolina. Atlantic Emergency Solutions views the acquisition of custom ambulances by one of our customers not merely a purchase but an investment. This investment needs to be protected with best in local service!</p> <p>Should you have any additional questions regarding any information in this proposal, please do not hesitate to call or email at the below contact information.</p> <p>I look forward to the opportunity of continuing the working relationship with the members of the Camden County and all those involved in the fire and emergency field.</p> <p>Thank you!</p> <p>Tim Hykes <i>Tim Hykes</i></p> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 20px;">    </div> <div style="text-align: center; margin-top: 5px;"> <a href="http://www.atlanticemergency.com">www.atlanticemergency.com</a> (800) 442-9700         </div>
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Attachment: bocminutes\_112823 (BOC Meeting Minutes)

## QUOTATION

Wheeled Coach

Job/Order No: 666694

WOP# 666694

Page 1

DESCRIPTION	QTY		
<b>INFORMATION</b>	1		
<b>WARRANTY</b> WC, Warranty, Conversion, 12 Month WC, Warranty, Paint, 60 month Prorated WC, Warranty, Structural, 20 Years, Molds WC, Warranty, Limited Electrical WC, Warranty, Cabinet Construction = WC-Type 3 16S-170 Module This unit built in accordance with K9C-A-1822-F in effect on MD. This unit built in accordance with K9C-A-1822F CN 10 Cabinet Requirements  - All cabinets shall be labeled as to their capacity Rating.  <b>01- CHASSIS REQUIREMENTS</b> <b>GM CHASSIS</b> WC, 2023 Chevrolet, G4500, 6.6L Gas Cutaway, 159" WB 2023-1 Auto throttle OEM Alternators OEM Rear Sway Bar OEM  <b>ALTERNATORS</b> MD, Alternator, Chevrolet G3500/4500, Nations 270 Amp-Required  <b>SUSPENSION</b> MD, Front Suspension Upgrade, Timbren, GMFK15WCA, G4500 Rear Suspension, OEM Springs  <b>HIGH IDLE</b> MD, High Idle Controls, Chevrolet, T1 & T3 - To automatically activate when park brake is set and Master Switch is ON.  MD, High Idle Controls, OEM Switch in Steering Wheel, Chevrolet Cutaway  <b>FRONT END ALIGNMENT</b> Front End Alignment, None- QC Check-Standard  <b>OUTSIDE REAR VIEW MIRRORS</b>	1		

DESCRIPTION	QTY		
<b>WHEEL COVERS</b> MD, Wheel Covers, Phoenix, Chevrolet Out-Away, Installed - With Air Max Valve Extenders  <b>BASE CONVERSION</b> MD, Conversion, Type III, 170 Module, Chevrolet 23  <b>CAB EXTENSION</b> MD, 10" Cab Extension  <b>MODULE BOOBS:</b> MD, Interior Headroom, 72 Inches MD, Module, Type 3, 170" Body Length, Durasame Doors, Cutaway 170" L x 65" W  MD, Body Width 95" Standard MD, Axle Space, 50", Type 3 (49-50" actual)  <b>STRUCTURAL FRAMING - RFP</b> MD, Type 3, General Body Construction Spec MD, Type 3, Vehicle Body Structure Spec  <b>UNDERCOATING</b> <b>EXTERIOR MODULE CONSTRUCTION</b> MD, Stone Guard, Front, Diamond Plate, Type 3, Standard Height  <b>FUEL FILLS &amp; SPLASH PLATE</b> MD, Housing Fuel Fill, Cast Aluminum, Type III MD, Fuel Fill Splash Plate, Stainless, 10in Wide  <b>REAR KICKPLATE</b> WC, Rear Kick plate, Under-Ride Bumper, w/ Tag recess, No lights  <b>SUB-FLOOR SYSTEM</b> MD, Flooring, 3/4" Marine Grade Plywood, Type 3/7/9  <b>MODULE ENTRANCE</b> MD, Module Access, CS Door standard location  <b>MODULE DOORS, HANDLES &amp; HOLD OPEN</b> WC, Durasame Hinged Doors with Hidden Jamba - Magnetic door switches  MD, Hold Open Rear Entry Doors, (2) 5.5" Cast Grabber  MD, Hold Open - Gas Strut, Curb Side Entry Door, 35#  WC, Patient Entry Door Handles, Trimark Black/Chrome Pull Handle w/ "SafePass" - With Round Push button Emergency release TOP and BOTTOM of interior door panels.  WC, Rear Entry Door Trailing Latch, Slide release Paddle MD, Electrical Feed to Required Doors, Spring Protector (per Door)	1		

DESCRIPTION	QTY	ID	REF. NO
<b>POWER DOOR LOCKS</b> WC, Power Door Lock, Trimark, Each Entry Door - Module entry doors.  WC, Power Door Lock, Trimark, Each Compartment Door - All module compartments(except battery comp)  MD, Switch, Momentary Rocker/Activate Power Door Locks - Installed on CIS well at head of SIB  MD, Switch, Remote Stealth, Cab/Mod Doors - In grille on passenger's side.  MD, Relay Control Circuit, Power Door Locks MD, Circuit, OEM Door Lock to activate Mod Doors  <b>ENTRY DOOR INNER PANELS</b> WC, Entry Door Panels, Durasafe, S/S, w/ Chevrons & Blue Reflective LOGO - Durasafe Design - Aluminum Center Panels covered: white/red reflective tape - Logo to be cut in the lower entry door panel with a Blue reflective 3M material (to match the chevron on the lock body) attached to an aluminum panel behind the logo.  <b>SIDE DOOR STEP</b> MD, Side Entry Step Well, Type III, Aluminum Diamond Plate MD, Light, Side Entry Step well, LED, Whelen #10ACDOR, 2"  <b>WINDOWS</b> MD, Window, Upper, C8/Silder, Rivfixed, Privacy Tint, PAN  <b>MODULE TO CHASSIS MOUNTING SYSTEM</b> MD, Module to chassis mounting system, Type III  <b>REAR BUMPER AND REAR STEP CONSTRUCTION</b> MD, Rear Bumper w/ Slide & Flip Up, C3, w/LED DOT lights - W/ Gator Grip on flip up step, STD - Lights in side of bumper pod Steady Burn with lights on  MD, Coating, Polyurethane, Rear Bumper Supports Black  <b>INSULATION</b> MD, Insulation, Spray Foam, Walls, Ceiling, Under floor, Inside Entry & Comp doors Spray foam under the module shall be protected by subterized undercoatings.  <b>RUB RAIL AND FENDER RINGS</b> WC, Rub Rails, Shift Line, Extruded "C" channel (E-one Style) WC, Tape, Reflective, White, For Extruded Shift rails  MD, Fender Flare, Bright Finish Aluminum  <b>SPLASH GUARDS AND RUNNING BOARDS</b> WC, Mud Flaps, Rear, w/ Wheeled Coach Logo MD, Running Boards, C3, w/Gator Grip	2		

DESCRIPTION	QTY		
<b>DROP RAILS</b> MD, Drip Rail Trim Moldings Over Door Openings <b>CAB TO MODULE ACCESS</b> MD, Bulkhead Cabinet, Type II Ford, 10" Cab Extension MD, Door, Sliding, Bulkhead, w/Sliding Window - With sliding Lexan window  <b>LICENSE PLATE HOLDER</b> WC, License Plate Holder, Cast LP0002-1 for Under ride Bumper - In rear lock plate, centered - License holder comes with (2) LED lights.  <b>EXTERIOR COMPARTMENT CONSTRUCTION</b> MD, Exterior Compartment, Skl, Floor 2.5" Drop Down from Door Opening, Each Compartments #2, #4, #6 and #6.5 are STD Drop Down Floor  MD, Exterior Compartment, Sweep out, Each - Compartments: #1, #1.5 and #6 are Sweep Out  MD, Door Sill Protector, Stainless, All Comps Door Sill Protection - -Install Stainless Steel sill protector on lower edge of all door frames to prevent paint damage  MD, Polyurethane Coating per compartment -Light gray  MD, Exterior Battery Compartment, Polyurethane Finish  <b>EXTERIOR COMPARTMENT DOORS</b> WC, Compartment Comp Handle, Trimark, Oval Pull Handle, Black/Chrome Compartment: 1,1.5, 2,4,6,5,8,6.5  WC, Compartment Door Latch, Edge Paddle, Trimark, Trailing Door - Interior edge style handle comps: "162"  <b>COMPARTMENT DOOR HOLD OPEN</b> MD, Hold Open, Gas Strut, Ext Comp, 60lb For compartment - #4 hold open  MD, Hold Open Gas Strut, Ext Comp, 30lb Compartments: 1, 1.5, 2, 6.5  MD, Hold Open, Gas Strut, Comp Door Only, 110 Degree, 30lb Compartment 6  MD, Hold Open, Gas Strut, RF Comp, 30lb - Right Front Compartment	1		

Attachment: bocminutes\_112823 (BOC Meeting Minutes)



WOF 609694		Page 6
DESCRIPTION	QTY	
<b>COMPARTMENT LIGHTING</b> MD, Oxygen Light, 3" Surface mount Whelen LED, Clear - Mounted in Oxygen Compartment: Wall #3	1	
MD, Compartment Lighting, LED Solco Reel lights, 160+ Module	1	
both vertical edges near door jambs and across top edge near door jamb, compartments "1", "1.5", "2", "4", "6", "6.5" & "9". Standard 3" Round CO light		
<b>COMPARTMENT #1 - STREETSIDE FWD</b> MD, Compartment #1, 3/4 High WC, Compartment 1.5, above #1, Additional compartment	1 1	
to be used for Electrical overflow items such as Suction pump, Inverter, Air horn compressors Etc.		
<b>COMPARTMENT #2 - STREETSIDE FWD WHEELWELL</b> WC, Compartment #2, 50" Aisle, Standard Configuration MD, Compartment #2, Shelf, Adjustable, w/Alum Track, First Shelf	1 1	
<b>COMPARTMENT #4 - STREETSIDE AFT</b> MD, Compartment #4, 3/4 Height MD, Compartment #4, Shelf, Adjustable, w/Aluminum Track, First Shelf	1 1	
- At bottom of cabinet "H" inside/outside access opening.		
<b>COMPARTMENT #6 - CURBSIDE AFT</b> MD, Compartment #6, Full Height MD, Compartment #6, First Divider, Vertical, 3/16" Thick, Recessed Adj Track	1 1	
- Vertical Shelf is to be Centered		
MD, Compartment #6, Shelf, Adjustable, First shelf w/Aluminum Track	1	
MD, Compartment #6, Shelf, Additional for Alum Track, Each	1	
MD, Compartment #6, Equipment Strap, Seat Belt Style, Each	1	
- Nylon web strap w/ seat belt buckle and two (2) footman loops		
Divider to wall # 1 mid height		
MD, Compartment #6, Recessed Door Panel, Diamond Plate for Stair Chair Compartment: #6 Door Panel: Approximately 11.75" of floor near wall #3 to be raised approximately 2.5-3" (for 6252 Stair Chair)	1 1	
MD, Compartment #6, Wheel guide for stair chair - Wheel guide is attached to raised floor for Stair Chair	1	
<b>COMPARTMENT #6.5 - CURBSIDE AFT WHEELWELL</b> WC, Compartment #6.5, Below Squad Bench Floor Level	1	

WOF 609694		Page 6
DESCRIPTION	QTY	
<b>COMPARTMENT #8 - CURBSIDE UPPER FORWARD</b> MD, Compartment #8/8.5, Split doors, Type 3 MD, Compartment #8, Shelf, Adjustable, RF Cabinet, First shelf w/Aluminum Track (1) RF Comp "B" cabinet "U8" area, Centered.	1 1	
MD, Compartment #8, Shelf, Adjustable, Additional, for Aluminum Track, Each RF Comp "B" cabinet "U8" area, Centered.	1	
<b>INTERIOR TRIM AND FEATURES</b> MD, Interior Cabinets, Durable Construction, Wood, CN10 compliant - All cabinets shall be labeled with their Rated Weight Capacity	1	
<b>INTERIOR ADJUSTABLE SHELVES</b> MD, Shelf, Interior, Wood, (1) adjustable, in Cabinet U4 U2.5 U2 U3.5	4	
MD, Shelf Track, Cabinet, #1A24693, CN 10 Upgrade	4	
<b>HEADLINER</b> WC, Headliner, Flat, PVC, Hinged trough cover, 160"+	1	
<b>FLOORING</b> MD, Flooring, Lon Seal "Lorplaste II" - With approximately 3" roll up both street side and curbside.	1	
MD, Color, Gunmetal Gray #424	1	
MD, Floor, Thresholds, .063 Aluminum, Painted w/Black Polyurea coating	1	
Entry Door Grab Handles MD, Entry Door Grab Handles (3), Custom "L" Shape, 1", Yellow - Yellow Powder Coat Finish Stainless Steel Grab Handles	1	
Ceiling Grab Rail - Center MD, Ceiling Grab Rail, Overhead, 112", 1" diameter Handicap Style, Yellow - Yellow Powder Coat Finish	1	
<b>IV FLUID HANGERS</b> MD, IV Hook, Austin, Recessed Dual IV Holder, Each	2	
<b>ACTION WALL AREA #2</b> MD, Cabinet, A/A, 50" Aisle, No Bio waste, Rounded corners MD, Tray, A/A, 50" Aisle, No Bio waste, Poured, Black	1 1	
MD, AA Upper Cabinets, U2.5 Angled Area, U2, 3/4 H Comp #1	1	
<b>CABINET DOORS</b> MD, Door, U2 Gray Poly carbonate Slider, CN 10 Compliant	1	

WOF 609694		Page 7
DESCRIPTION	QTY	
MD, Door, U2.5, OHIO Right Hinged Gray Poly carbonate (CWRX) CN 10 Compliant	1	
Interior Street side #3 - CPR Seat MD, CPR side seat, Fixed Backrest, 20" wide Std. MD, CPR, Lid, Hinged Flip Up - With Trimark Latch	1 1	
MD, Cabinet U3 or U3.5, w/ CPR seat Note: TO meet 45" minimum KKK requirement for space between: cushion on Side seat and bottom of splint cabinet.	1	
MD, Cabinet L3.5, full height, std MD, "U" Barrier Bar, Padded, 1.5" SS, CPR Seat, Black - Mounted at the front of the CPR side seat vertically in line with the Padded head cushion on the upper AA cabinets.	1 1	
MD, Telemetry Tray, Poured, Black, Narrow, 50" Aisle, Type 3	1	
MD, Door, U3 Gray Lexan Flap Glass, CN 10 Compliant Friction Hinge hold opens	1	
Must use M1 latch on each door for CN 10 certification		
MD, Doors, L3.5, Gray Poly carbonate Slider, CN 10 Compliant	1	
<b>STREETSIDE REAR AREA #4</b> MD, Cabinet U4, Combined with U3.5 MD, Cabinet C4, Inside/Outside Access	1 1	
<b>CABINET DOORS</b> MD, Doors, U4/U3.5 Combined, Gray Poly carbonate Slider - CN 10 Compliant	1	
MD, Doors, C4, Gray Poly carbonate Slider - CN 10 Compliant	1	
<b>SQUAD BENCH AREA</b> WC, Squad Bench, Bio-Waste @ Head MD, Lid, Squad Bench, Single W/Bio-Waste MD, Handle, Trimark, CPR Seat, Std. MD, Handle, Trimark, Squad Bench, STD MD, Strut, Gas, 60 LB, Installed MD, Seatbelt, Assy, (4 Point), Per 4Max, Black, Vert. Mount, (1) Each, CN-8 Above bench Lid mounting (1) for CPR side seat	1 1 1 1 1 1 1	
MD, Seatbelt, Assy, (4 Point), Per 4Max, Black, Vert. Mount, (1) Each, CN-8 Above bench Lid mounting (2) for squad Bench	2	
MD, Patient Restraint Belts, Squad Bench (3) MD, Safety Net, Head of Squad Bench, 2" Straps, Yellow attached to floor at head of squad bench, CS wall and overhead liner with removable latches.	1 1	
<b>ROLLTEK SUPPLEMENTAL RESTRAINTS</b> MD, Attendant Seat Air Bag system Shall include the Head curtain airbag and the tubular air bag	1	

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DESCRIPTION	QTY	
between the seat and the Action area and it's associated trim and bracketry.		
MD, CPR Side Seat Air Bag System Shall include the Head curtain airbag and it's Cover trim	1	
MD, Roll Sensor, 3 output max, with (2) Terminating Resistors Shall include the Head curtain airbag and it's Cover trim	1	
MD, CS Splint, U7 & U5, 7in Deep, 2 Sect, Gray Lexan Flap glass Note: TO meet KKK requirement for space between cushion on squad bench and bottom of splint cabinet.	1	
Gray Lexan Flap glass with Friction Hinge hold opens Must use M1 latch on each door for CN 10 certification		
KKK Compliance Regarding Overhead Cabinetry The inclusion of a cabinet over the squad bench or CPR seat on a unit with less than 72" headroom will result in the unit not meeting KKK specification requirements. The end user has been informed of the KKK requirements and this cabinet has been added at the request of, and according to the specifications of, the end user.	1	
<b>CURBSIDE REAR</b> MD, Cabinet, Curbside Rear MD, Cabinet, Glove Box Holder, (3), Above C/S door, Must use M1 latches for KKK Change notice 10 compliance	1 1	
<b>CURBSIDE RIGHT STACK STORAGE #8</b> MD, RF ALS, Split Upper/Lower, HVAC at Top MD, Doors, RF, U4, Dual Gen III OHIO, Poly carbonate Doors, Gray MD, Doors, RF, U4, Dual Gen III OHIO, Poly carbonate Doors, Gray	1 1 1	
<b>ATTENDANT SEAT</b> MD, Attendant's Seat, EVS 1680, Comfort, H-Back Child Safety w/PerfMax MD, Color, Black, PerfMax Belt, Yellow MD, Attendant's Seat Base, EVS CBS Box Style cabinet base, opening to face rear access door	1 1 1	
<b>INTERIOR COLORS</b> MD, Mica, Dove Gray (Matte)	1	
<b>UPHOLSTERY</b> MD, Upholstery Color, Black WC, Backrest Cushion, EVS, Black, w/ WC Logo, Each MD, Kick plate, 6" Brushed S/S, Face Of Squad Bench MD, Kick plate, 6" Brushed S/S, On Face of Base wall	1 3 1 1	
<b>CABINET LATCHES- INTERIOR</b> MD, Latch, Southco M1, 2" S/S, (3/4" door) Non-Locking, CN 10-Rated 10lb (1) Sharps/Waste (2)PC Board	3	
MD, Latch, Southco M1, 2" S/S, (3/8" Door) Non-Locking, CN 10-Rated 10lb	5	

Attachment: bocminutes\_112823 (BOC Meeting Minutes)



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DESCRIPTION	QTY		
(2)U7, U7.5			
<b>GENERAL WIRING</b>			
MD, Electrical Systems Printed Circuit board	1		
MD, Vanner, "E" Spec, PC Board, No LB	1		
<b>CAMERA'S</b>			
MD, Camera System, Zong - Ext Back-Up and Patient camera w/ 7.2" Monitor, G-Seri	1		
Sony CCD 700TVL high definition imager			
150-degree viewing angle			
18 IR LED for nighttime use			
selectable park lines			
selectable reverse image			
built-in microphone			
18" cable with sealing grommet			
noise reduction.			
<b>COMMUNICATION</b>			
MD, Coax Cable, RG59U, Each, Terminate:	3		
- From module roof port Dome #1 to behind			
The passenger seat Standard - with 6' pigtails			
- From module roof Dome #3 to behind passenger seat			
STD - with 6' pigtails			
- Dome# 6 to behind drivers seat with 6' pigtails			
<b>RADIO AND CLOCKS</b>			
MD, Clock, Digital, Display Systems BSA-62425, 12/24 Hr.	1		
<b>LOCATION:</b>			
Rear Coleman			
MD, Light, in Circuit Board Area, for Electrical Troubleshooting	1		
- With integral switch; wired Constant Hot.			
<b>POWER SOURCES</b>			
MD, Buss Bar Assembly (+/-) 5 Position,	1		
- For ground and HOT - KTS, inside Front auxiliary console, w/ 40 amp power source.			

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DESCRIPTION	QTY		
MD, Power Source, 12VDC, 20A, Ignition/Shoreline Hot	1		
20amp 12 volt DC circuit ran to two locations,			
(1) Pre-wire coil and tagged in Action Area and			
(1) Pre-wire coil and tagged behind Driver's Seat.			
MD, Power Source, 12 VDC, 15 Amp (+/-), Ignition Hot	1		
- Ignition Hot Terminating in cab console			
- With 6 foot tails (Hot and Ground)			
MD, Power Source, 12 VDC, 30 Amp (+/-), Constant Hot	1		
- Constant Hot, to Terminate behind the Passenger Seat			
- With 6 foot tails (HOT and GROUND)			
MD, Power Source, 12 VDC, 40 Amp (+/-), Constant Hot	1		
- Constant HOT inside front auxiliary console.			
- To include GROUND, connect to buss bar in console.			
MD, Alarm, Low Voltage, Audio/Visual	1		
- Light in cab console and Buzzer in cab.			
WC, Voltmeter, OEM, in Dash	1		
<b>BATTERY SYSTEM</b>			
MD, Battery Sw. 5min Timer, C3, Fig B3	1		
Activated thru OEM ignition switch timer function upon			
Ignition "OFF".			
Momentary rocker switch, on driver's side of cab console,			
to function as timer shutoff and also reactivate timer.			
(1) OEM battery under hood			
(1) OEM battery in RF Lower Compartment			
ONLY Module power is turned ON/OFF			
Chassis power is NOT turned OFF.			
MD, Battery, Delco Group 78, 800 CCA	2		
Located in 8.5 for a total of (4) batteries			
MD, Outlet, Power Point Style, (2), A/A	1		
- On standard 20-amp Ignition Hot Circuit. ("elect battery switch")			
MD, Power Outlet, Kussmaul, USB Dual Port, 5VDC, 4.8	2		
Amp, switch panel			
Located in the cab switch panel per Electrical Engineering			
Located on the passenger side of the center console, Ignition			
Hot			
MD, Power Outlet, Kussmaul, USB Dual Port, 5VDC, 4.8	1		
Amp, switch panel, Each			
Location:			
- In the Action Area outlet panel.			
IGN, HOT			
<b>FRONT CONSOLE</b>			

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DESCRIPTION	QTY		
WC, Console, Drivers Switch & Radio, Center, Aluminum,	1		
Black, Chevy cutaway			
Black polyurethane coated .090 Aluminum			
WC, Single Blank Panel	1		
WC, 8" deep Glove Box Panel	1		
WC, Cap Holder Panel (No Handle Notch)	1		
MD, Module Electrical Panels, Brushed Stainless Steel	1		
- Brushed stainless steel panels for the Outlet panels, Switch			
Panels and other faceplates in the MODULE only.			
<b>ATTENDANT CONTROL PANEL</b>			
WC, Console, A/A, Wood, Angled	1		
<b>SIREN ELECTRONIC - CONTROL HEADS / AMPS</b>			
MD, Siren, Whelen, WS-295-SLSA1	1		
Siren mic mounted on passenger side of control head.			
<b>SIREN SPEAKERS</b>			
MD, Speakers, Siren, Cast, In Bumper, Chevy T3	1		
MD, Switch, Siren/Horn Thru Horn Ring	1		
<b>BACK-UP ALARMS</b>			
MD, Back-Up Alarm, w/ Cutoff, Auto Reset	1		
- A backup alarm with a Cut Off Switch shall ACTIVATE when the			
vehicle is shifted into reverse.			
<b>WARNING LIGHTS</b>			
- Lights on unit are to have Primary and Secondary Triple K			
compliant Flash Patterns			
<b>LED Series - M9 (Flange Included)</b>			
MD, Light, MRRC, LED, Whelen, Red, Clear Lens, Internal Flash,	14		
w/Flange			
- (2) each side STD location			
- (2) on rear in upper outer corners			
- (2) on front in upper outer corners			
Pri/Sec Internal Comet Flash			
(2) Rear window level warning lights			
Pri/Sec Internal Comet Flash			
(2) Front 1 each side of center white light (Cool Bar)			
Pri only Internal Comet Flash			
(2) Angled ends of Cool Bar			
Pri only Internal Comet Flash			
MD, Light, MRRC, LED, Whelen, Amber, Clear Lens, Internal	1		
Flash, w/Flange			
- Center rear			

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DESCRIPTION	QTY		
MD, Light, MRRC, LED, Whelen, Clear, Internal Flash, w/Flange	1		
- Center front on Coolbar			
<b>LED Series - M7 (Flange Separate)</b>			
MD, Light, Whelen M7 LED, Red, Clear Lens	4		
(2) Front Intersections ILOS			
(2) Rear Intersections over rear wheel wells.			
<b>WHELEN FLANGES 7 SERIES LIGHTS (Flange Separate)</b>			
MD, Flange, Whelen, Chrome, MTFC, each	4		
For M7 Series Lights			
<b>WHELEN M2 SERIES LED FLASHING LIGHTS (Flange Separate)</b>			
MD, Light, Whelen, M2RC, Red, Lens Clear w/ Flange	2		
(2) Grille			
Pri only Internal Comet Flash			
<b>EXTERIOR AUTOMOTIVE LIGHTING</b>			
WC, Taillight Pkg, Whelen, LED Stop/Tail, Turn & LED	1		
Backup, w/WC logo			
- Brake- Steady Burn			
- Turn Arrow sequential arrow			
- 700 LED Backup			
Clear lens over all (3) lights			
<b>ICG/MARKER LIGHTS</b>			
MD, Light, Clearance, Amber LED, Each	3		
- On front as clearance lights.			
MD, Light, Clearance, Red LED, Each	3		
- On rear as clearance lights.			
MD, Lights, Red, 2", Marker, LED, Pair	1		
- In bumper			
WC, Corner Cap Lts, Multi, LED, (2) Amber (2) Red	1		
w/Flashers			
- High intensity flashers; thru separate switch			
<b>FLOOD AND LOAD SYSTEMS</b>			
MD, Light, LED, Whelen, Clear, #M6L2C w/Flange	6		
- (2) each side as "Scene lights"			
- (2) on rear over rear doors as "Load Lights"			
MD, Scene Lighting, CS, Activate on Opening of CS Entry	1		
Door			
<b>11 - INTERIOR LIGHTING</b>			
MD, Lights, Dome, LED, Whelen, White Flange, (4) S/S, (3)	1		
C/S			

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DESCRIPTION	QTY	
WC, No Lighting Recessed into Trough Cover	1	
MD, Timer, Momentary Switch, 15 Minute, Constant Hot (must have ECX timed battery switch with this option)	1	
- Mount switch on C/S wall at the head of the squad bench in the standard location. Switch to allow activation and also deactivation. Wire to C/S Domes in liner on High.		
<b>SPOTLIGHTS / HANDHELD LIGHTS</b>		
MD, Handheld Spotlight - Sho-Me 200,000 CP	1	
<b>ATTENDANT LIGHT</b>		
MD, Light, Intertek ZY-PR38 12v LED, Each	1	
<b>12 - ELECTRICAL 125 VOLT AC SHORELINE INLET</b>		
MD, Shoreline, 20A, Super Auto Split, White	1	
- With white cover; above compt. 2		
<b>OUTLETS - 125VAC</b>		
MD, Outlets, 125 VAC, Duplex, (1) Action Wall, (1) Right Front Cabinet	1	
- (1) outlet in Action Area		
- (1) outlet in the RF Cabinet "UB", wall #2, upper right.		
MD, Outlet, 125 VAC, Duplex, Each, Stato Location: (1) Telemetry area, wall #2, near wall 1, mid height.	1	
<b>BLOCKHEATERS</b>		
Block Heater - With OEM Plug	1	
This option does not include a switch.		
<b>INVERTER - 125VAC</b>		
MD, Inverter/Charger, Vanner LifeSine	1	
Upper Compartment 1.5		
Ignition Activated- No Switch		
<b>AUXILIARY ENVIRONMENTAL SYSTEMS</b>		
MD, Exhaust Fan, Single 12V, in Line Blower	1	
<b>WHEELED COACH HVAC UNITS</b>		
MD, Hoses, Heater, No Max, to Rear	1	
WC, Air Conditioning Face Plate, Brushed Stainless Steel with Logo	1	
MD, Heat/AC Localized RF corner, over ALS cabinet.	1	
MD, Generation 1, Steel Cool Bar cover	1	
WC, Heat/AC, C3, Combo, w/Coolbar, Brushless Motor	1	
- 12vdc External Condenser, in Cocobar mounted on front of module. Painted to match front of module.		
MD, Thermostat, HoseLine Master Control Digital CM5000, Brushless Motor	1	
Mount probe in front of evaporator		

DESCRIPTION		QTY
<b>COT MOUNTING PROVISIONS</b>		
<b>Cot Mounts</b>		
MD, Stryker Power/Performance Load, Add Floor Structure Plates & Wiring for Fulu	1	
- Additional floor structure for future installation of a Stryker #6380		
- Power-LOAD system		
<i>Includes pre-wire which will terminate under the attendant's seat</i>		
MD, Cut Floor and Install Cot Mount Floor plate, 6390-700-001A	1	
- For Powerload or Performance Load Cot mounts.		
Center Mount	1	
<b>OXYGEN AND AIR SYSTEMS</b>		
MD, O2 Cylinder Wrench, 1 ethered	1	
- In oxygen comp.		
MD, O2 Cylinder Bracket, Multiversal, #QR-MV, W/ Straps	1	
- Specify O2 bottle size. Cylinder M		
MD, Track, Unistrut for Oxygen Rack	1	
MD, Manual, O2 System	1	
MD, O2 Regulator, Preset 50 PSI	1	
- Ship Loose unless otherwise directed		
MD, O2 System, Ohio Style (2 Action Area, 1 Liner, 1 CS Wall)	1	
<i>Ohio style</i>		
<i>(2) oxygen outlets in action area</i>		
<i>(1) oxygen outlet in liner at head of cot</i>		
<i>(1) oxygen outlet CS wall at head of squad bench</i>		
MD, Lexan Flap, w/ hinge	1	
<b>PORTABLE O2 HOLDERS</b>		
MD, O2 Cylinder Holder, Single, Cast, Duraumat "D", CN 10 Certified	2	
- Installed aisle side of RF ALS stack mounted approx. 3" off floor centered.		
<b>SUCTION SYSTEM</b>		
MD, Suction Pump, SSCOR 90206	1	
<b>Upper Compartment 1.5</b>		
MD, Suction Outlet, Ohio Style	1	
MD, Suction System, SSCOR 23002 Disposable w/Canister Clip & Regulator	1	
<b>MISC MEDICAL</b>		
MD, Fire Extinguisher, 5# ABC with Surface Mount Bracket,, Each	2	
<i>RD Amerex Bracket #601H with Amerex 5LB fire extinguisher.</i>		
<b>PAINT AND FINISH</b>		
WC, Wheeled Coach Paint Process	1	
Module Paint, Single Color, OEM White	1	
<i>Cherry G series white: FLN440738</i>		
Cab Paint - Single Color, OEM White	1	

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**ATLANOIC**  
EMERGENCY SOLUTIONS

This purchase agreement (together with all attachments referenced herein, collectively, the "Agreement"), made and entered into by and between Atlantic Emergency Solutions, Inc., a Virginia corporation ("Atlantic"), and Camden County, ("Customer") is effective on the last signature date set forth on the signature lines below (the "Effective Date").

1. **Purchase and Payment.** Customer agrees to purchase and Atlantic agrees to sell to Customer the ambulance (and any associated equipment) furnished by Atlantic to Customer (hereinafter referred to, collectively, to as the "Ambulance") as more fully described in the specifications attached hereto as **Exhibit A** (the "Specifications") and incorporated herein for the total purchase price of \$56,581.00/USD (the "Purchase Price"). Payment shall be made as set forth on **Exhibit A**. In the event of a conflict between the Specifications and any request for proposal, request for bid, or other Customer provided or drafted documents, the Specifications shall control. Pursuant to North Carolina Department of Revenue tax code, the Purchase Price does not include sales, use, and/or other taxes. Local, state, and/or federal taxes of any kind are not included.

2. **Changes to Purchase Price.** If, subsequent to the Effective Date of this Agreement, there should be any price increase(s) to the Atlantic from a manufacturer of the Ambulance (or any other party providing parts or materials for the Ambulance, or components therein), then the Purchase Price shall be automatically adjusted to reimburse Atlantic for such price increase(s). Atlantic may unilaterally execute Change Orders reflecting any such increase(s) to the Purchase Price without obtaining a signature from Customer, and any such Change Order(s) shall be binding on Customer. Atlantic shall make reasonable efforts to advise Customer of any such price increase(s) within a reasonable time and provide documentation to support any changes to the Purchase Price to Customer upon request. In such event, Customer agrees to treat any pricing information provided by Atlantic as confidential and not share this information with any third party.

**Change Specifications:** In response to the Design Date of this Agreement, the Adblue® or the manufacturer of any component thereof: (1) makes design and/or production changes, including, but not limited to future drivetrain upgrades (such as engine, transmission or axle upgrades) ("Manufacturer Modifications"); or (2) makes design or production changes to the Adblue® in order to comply with any applicable government regulation (such as the Federal Motor Vehicle Pollution Control Act) ("Government Regulations"). In the event of any such change, the Adblue® will be automatically adapted by the National Fire Protection Association (collectively, "Compliance Modifications"), then Atlantic shall be permitted to make such delivery of the Adblue® with said Manufacturer Modifications and/or Compliance Modifications. Atlantic shall not be required to make any such modifications to the Adblue® unless it is notified in writing by the Customer. The Customer shall agree to make changes to the Specifications, but any such changes must be in written change order signed by Customer and Atlantic ("Change Order"). However, if there is an increase in cost to Atlantic resulting from Manufacturer Modifications and/or Compliance Modifications, the Customer shall be required to pay the additional cost in addition to the Adblue® price. The Customer shall not be required to sign a Change Order without a signature from Customer, and any such Change Orders shall be binding on Customer. Atlantic shall not be liable to Customer for any delay in performance or delivery arising from any Manufacturer Modifications, Compliance Modifications or Government Regulations.

**Cancellation or Refund for Customer.** In the event that Customer cancels or orders otherwise than fully, Agreements by reason of force majeure or otherwise, failure to deliver, Atlantic shall be permitted to retain possession and ownership of the Ambulance and shall not be obligated to deliver same to Customer. In addition, Atlantic and Customer agree that if such cancellation or non-delivery occurs, the amount of the purchase price for the Ambulance shall be paid to Atlantic. Specifically, that: 1) the Ambulance is a unique and highly customized vehicle, made specifically for Customer; 2) Atlantic has incurred significant effort and incurred significant expense in the design and engineering of the Ambulance for Customer; and 3) the amount of the purchase price for the Ambulance is a substantial investment for Customer. As a result, Atlantic and Customer agree that Thirty Percent (30%) of the Purchase Price is a reasonable estimate of the damages that would be incurred by Atlantic if a breach should occur in the future, and shall be due and payable to Atlantic by Customer within thirty (30) days of a breach. If the amount of the purchase price for the Ambulance is not paid to Atlantic, then the amount would not constitute a penalty to Customer. In the event of non-payment by Customer subsequent to delivery, any amount not paid to Atlantic shall constitute a penalty to Customer. In the event of non-payment by Customer subsequent to delivery, any amount not paid to Atlantic as a result of any diminution of value of the Ambulance resulting from use or damage therefrom to the extent that the amount of such diminution of value exceeds the liquidated damages above, Atlantic shall have and retain a purchase money security interest in the Ambulance. In the event of non-payment by Customer subsequent to delivery, any amount not paid to Atlantic shall constitute a penalty to Customer. In the event of non-payment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to Atlantic, Atlantic shall have and may exercise all rights and remedies of a secured party under the Uniform Commercial Code, including the right to repossess the Ambulance.

Appendixes: C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UU, UV, UW, UX, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.

recovery from Customer all of Atlantic's reasonable attorneys' fees and all costs of collection resulting from non-payment or other non-performance hereunder by Customer.

5. **Delivery, Inspection and Acceptance:** (a) Delivery. It is estimated that the Ambulance shall be ready for delivery F.O.B. Greenville, NC within 30 days from the receipt of chassis, subject to delays caused by the Customer; delays caused by Change Order(s) or delays provided for in Paragraphs Three (3) above and/or Eleven (11) below. The stated delivery date is an estimate only and is not guaranteed. Atlantic shall advise Customer when the Ambulance is ready for delivery. (b) **Inspection and Acceptance:** Upon delivery, Customer shall have fifteen (15) days within which to inspect the Ambulance for substantial conformance to the Specifications. In the event of substantial and material non-conformance to the Specifications, Customer shall furnish Atlantic with written notice sufficient to permit Atlantic to evaluate such non-conformance ("Notice of Defect") within said fifteen (15) day period. If the Ambulance is not in substantial and material conformance with the Specifications, any material and substantial defects shall be remedied by Atlantic within thirty (30) days from the Notice of Defect. In the event Atlantic does not receive a Notice of Defect within fifteen (15) days of Delivery, the Ambulance shall be deemed to be in conformance with the Specifications and fully accepted by Customer.

6. **Notice:** Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: 1) hand delivery; 2) registered, express, or certified mail, postage prepaid, return receipt requested; or 3) nationally-recognized commercial overnight courier.

Atlantic Emergency Solutions, Inc.  
Director of Order Management  
12151 Randolph Ridge Lane  
Manassas, Virginia 20109

Customer  
Camden County  
111 NC Hwy 343  
Camden NC 27921

7. **Warranty:** Any applicable warranty or warranties are attached hereto as **Exhibit B** (collectively, the "Warranty") and made a part hereof. Any additional warranties must be expressly approved in writing by Atlantic.

8. **Disclaimer of Additional Warranties:** OTHER THAN AS EXPRESSLY SET FORTH IN PARAGRAPH SEVEN (7) ABOVE AND EXHIBIT B TO THIS AGREEMENT, ATLANTIC (AS WELL AS ITS SUPPLIERS), THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, MEMBERS, MANAGERS, AGENTS AND REPRESENTATIVES MAKE NO WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE. FURTHERMORE, ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF QUALITY, IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. **Exclusions of Incidental and Consequential Damages:** IN NO EVENT SHALL ATLANTIC (OR ITS SUPPLIERS) BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED BY CUSTOMER (INCLUDING, BUT NOT LIMITED TO LOSS OF USE, LOSS OF BUSINESS OPPORTUNITY AND/OR LOST PROFITS) AS A RESULT OF ANY BREACH OF THIS AGREEMENT, WHETHER ARISING UNDER THEORIES OF BREACH OF CONTRACT, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, TORT OR OTHERWISE.

10. **Indemnity:** To the extent permitted by law, Customer shall indemnify, defend and hold harmless Atlantic and all of its officers, directors, employees, representatives, dealers, agents and subcontractors, from and against any and all claims, costs, judgments, liabilities, losses, damages, attorneys' fees and expenses of any kind or nature whatsoever (including, but without limitation, relating to personal injury or death) caused by, resulting from, arising out of or occurring, directly or indirectly, in connection with Customer's purchase, operation, ownership, installation or use of any items (including, without limitation, the Ambulance) sold or supplied by Atlantic, except only to the extent solely caused by the gross negligence of Atlantic.

11. **Force Majeure:** Atlantic shall not be responsible nor deemed to be in default on account of any delays in performance or failure to perform due to causes which are beyond Atlantic's control, including but not limited to, wars (declared or not).

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terrorism, insurrections, strikes, riots, fires, hurricanes, storms, floods, earthquakes, other acts of nature, acts of God, explosions, accident or mechanical breakdown, acts of sabotage or vandalism, any acts of government authority, delay or failure in transportation, inability to obtain necessary labor or supplies, inability to utilize manufacturing facilities, regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. **Manufacturer's Statement of Origin:** It is agreed that the manufacturer's statement of origin ("MSO") for the Ambulance covered by this Agreement shall remain in the possession of Atlantic until the entire Purchase Price has been paid. If more than one Ambulance is covered by this Agreement, then the MSO for each individual Ambulance shall remain in the possession of Atlantic until the Purchase Price for that Ambulance has been paid in full.

13. **Assignment:** Customer may not assign its rights and obligations under this Agreement unless it has obtained the prior written approval of Atlantic.

14. **Severability:** If any provision, or part hereof, of this Agreement shall be declared invalid by judicial determination or legislative action, only such provision, or part hereof, so declared invalid shall be affected, and all other provisions not consistent therewith or directly dependent thereon shall remain in force and effect.

15. **Governing Law, Jurisdiction:** Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the Commonwealth of Virginia. Atlantic and Customer further agree that the York County Circuit Court located in the Commonwealth of Virginia shall be the exclusive venue in the event of any litigation relating to this Agreement and/or the Ambulance.

16. **Entire Agreement and Amendments:** This Agreement constitutes the sole and only agreement between Atlantic and Customer relating to the Ambulance, and supercedes any prior understanding or written or oral agreements between the parties relating to the Ambulance. No amendment, modification or alteration of the terms hereof shall be binding unless the same is executed in writing, dated subsequent to the date hereof and duly executed by Atlantic and Customer.

17. **Waiver:** The waiver of any breach of any term or provision hereof by either party hereto shall not be considered a waiver of any other term or provision or of any other or later breach of this Agreement, regardless of the nature of such subsequent event or breach, unless such waiver is expressly acknowledged in writing by an authorized representative of the waiving party.

18. **Captions; Counterparts:** The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor to in any way affect this Agreement or the interpretation or application thereof. This Agreement may be executed in duplicate counterparts which, when taken together, shall constitute one and the same Agreement.

Accepted and agreed to by:

ATLANTIC EMERGENCY SOLUTIONS, INC. **CUSTOMER**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

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**EXHIBIT A**

**SPECIFICATIONS AND PURCHASE DETAIL FORM**

Atlantic Emergency Solutions, Inc.  
Director of Order Management  
12151 Randolph Ridge Lane  
Manassas, Virginia 20109  
Fax (703) 257-2572

Date: 11-28-2023

Customer Name: Camden County

Quantity	Chassis Type	Body Type	Price per Unit
3	Chevy G4500	Whelmed coach	\$285,527.00
			\$
			\$
			\$

Payment Terms: COD

[Insert any trade-in or applicable discounts here.]

Other Terms: Includes install of customer supplied stretcher mount and graphics

Specifications: A complete copy of the applicable Specifications is attached hereto and incorporated herein by this reference.

Training Requirements:

If any portion of the Purchase Price is to be made subsequent to delivery of the Ambulance to Customer and it is necessary for Customer to obtain third-party financing for said payment, Customer shall provide Atlantic proof of the availability of financing at the time of the execution of this Agreement. All taxes, excises and levies that Atlantic may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Ambulance sold by Atlantic to Customer shall be added to the Purchase Price and paid by Customer. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the Purchase Price will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge equal to one and one-half percent (1.5%) per month or, if such amount exceeds that permitted under applicable law, then the maximum lesser percentage amount which is permitted by law.

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**EXHIBIT B**

**WARRANTY**

(A complete copy of any and all applicable warranties is attached hereto and incorporated herein by this reference.)

STANDARD WHEELED COACH WARRANTY

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A grant in the amount of \$900,000 was received from the State this year for the purchase of new vehicles and equipment for EMS. Any expense incurred after July 1, 2023 is an eligible expense for those grant funds and the County will be reimbursed from the State for the purchase.

Manager Burke noted that the proposal includes a small-quantity discount, a savings of \$9,000-\$11,000. In conversations with Currituck County, it was recommended that the stretcher not be ordered through this company, as they can be purchased at a lower rate directly through Stryker, the system manufacturer. Currituck County will be going to a lease model for the purchase of the stretcher systems, as the equipment expires. The stretcher systems can be ordered by the County separately, have them shipped to AES and AES is qualified to install the systems into

the ambulances which will retain the manufacturer's warranty. The current AES proposal does not include the stretcher systems.

Commissioner Krainiak inquired as to the radios and other equipment that will have to be installed in addition to the purchase of the ambulances and stretcher systems. Manager Burke confirmed that the proposal is only for the purchase of the truck and box.

Chief Banks confirmed that it will be less expensive to lease the stretcher systems and order them from the manufacturer. He suggested that the County reach out to organizations and agencies that may be willing to donate some of the required equipment.

Vice Chair Munro inquired as to the agreement from Fire Chiefs Banks and Jennings to store the ambulances in their respective stations.

Manager Burke stated that the conversation at this point is that the existing spaces that we have will be used to store ambulances and that those spaces will be where EMS personnel operate out of on a regular basis. In order to go to 24-hour service, Pasquotank County would have required the County to build separate facilities to house their ambulances. The system in Camden County will be operated in conjunction with the Fire Departments, and both fire chiefs are in agreement. The official contract end date with Pasquotank County is June 30, 2024. The County Manager in Pasquotank County has agreed that the current contract may be extended, knowing that Camden is working towards an end goal of having its own EMS. A six-month notice to Pasquotank has been requested before Camden ends the contract.

Manager Burke added that the search for an EMS Director is now down to the last two candidates. She anticipates an offer to one of the candidates in the next few weeks.

Vice Chair Munro offered a motion to move forward with the purchase of the EMS vehicles as presented. The motion passed unanimously with all five commissioners voting aye and no commissioner voting no.

Commissioner Aydlett offered a motion to adjourn. The motion passed unanimously with all five commissioners voting aye and no commissioner voting no.

There being no further matters for discussion Chair White adjourned the meeting at 4:11 PM.

**Camden County Board of Commissioners  
December 4, 2023; 10:00 AM  
Organizational and Regular Meeting  
Camden Public Library Boardroom  
118 Hwy 343 North**

**Minutes**

A Regular Meeting of the Camden County Board of Commissioners was held at 10:00 AM on December 4, 2023 in the boardroom of the Camden Public Library in Camden, North Carolina.

**CALL TO ORDER**

The meeting was called to order by Chair Tiffney White at 10:00 AM. Also Present: Vice Chair Ross Munro, Commissioners Randy Krainiak, Sissy Aydlett and Troy Leary.

Administration Staff Present: County Manager Erin Burke, County Attorney John Morrison and Clerk to the Board Karen Davis.

**INVOCATION & PLEDGE OF ALLEGIANCE**

Pastor Boyce Porter gave the invocation and the Board led in the Pledge of Allegiance.

**ITEM 1. CONSIDERATION OF AGENDA**

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**Motion to approve the agenda as presented.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Ross Munro
<b>AYES:</b>	Ross Munro, Troy Leary, Randy Krainiak, Sissy Aydlett, Tiffney White

**ITEM 2. CONFLICT OF INTEREST DISCLOSURE STATEMENT**

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Clerk to the Board Karen Davis read the Conflict of Interest Disclosure Statement.

**ITEM 3. ELECTION OF BOARD CHAIR**

---

County Attorney John Morrison opened the floor for nominations for Board Chair.

Commissioner Krainiak nominated Commissioner Munro for Chair. Commissioner Aydlett nominated Commissioner White for Chair.

- 3 Votes in favor of Ross Munro for Board Chair – Commissioners Munro, Leary and Krainiak
- 2 Votes in favor of Tiffney White for Board Chair – Commissioners White and Aydlett

Commissioner Munro was elected on a 3-2 vote to serve as Board Chair.

**ITEM 4. ELECTION OF BOARD VICE CHAIR**

---

Chairman Munro opened the floor for nominations for Board Vice Chair.

Chair Munro nominated Commissioner Leary for Vice Chair. Commissioner Aydlett nominated Commissioner White for Vice Chair.

- 3 Votes in favor of Troy Leary for Board Vice Chair – Commissioners Munro, Leary and Krainiak
- 2 Votes in favor of Tiffney White for Board Vice Chair – Commissioners White and Aydlett

Commissioner Leary was elected on a 3-2 vote to serve as Board Vice Chair.

Attachment: bocminutes\_120423 (BOC Meeting Minutes)



**ITEM 5. PRESENTATIONS**

The following employees were presented service pens for milestone employment anniversaries:

- Sheriff Kevin Jones – 5 years of service
- Lt. Joe Riggs – 15 years of service

**ITEM 6. PUBLIC COMMENTS**

Daniel Humphrey – *Good Morning, I come here before you today to hopefully resolve a hardship I am having with the Camden Permits Department. In January 2022 during the height of the COVID pandemic, I sold my house in Moyock and was building a new house in Camden Point on Blue Heron Road. At that time I had 90 days to empty out my 40 x 80 garage in Moyock. I decided to build a new storage building on the lot adjacent to my new house. I ordered a new 30 x 40, 140 MPH rated building from Titan Steel Structures. After receiving engineered blueprints and a site plan I went to Camden Permit Office and the doors were locked. I called and left a message but did not get a call back.*

*I have been an electrical and construction contractor since 1980 and I thought at that time with the pandemic and my moving dilemma, I would build it by code and take pictures, then get my permit after the pandemic. So in October I went back to Permits with my application and a week later I received a letter stating that my building was not permitted because it did not have a residence on the same property. I then tried to combine my lots but was also denied by Amber Curling.*

*Soon after that I met the ex-Sheriff, Bobby Berry, who was hunting in the area and he informed that there was a 2013 ordinance approved by the Board of Commissioners allowing storage buildings at Camden Point if the property did not perk. I read the ordinance and found out I met all the criteria allowing me to keep my building. Again, I went back to Permits and was denied a permit by Ms. Curling. This time she told me that the 2013 ordinance was overridden by a new ordinance. This is not true. For a specific ordinance to be overridden it has to be done by the Board of Commissioners. Also, if the ordinance is no longer valid it takes away the rights of the newer property owners and renders the property useless because nothing perks down there. I have a packet for you with a picture of a new storage building just built on Edgewater Road on a lot with no residence. Also, a copy of a permit just issued for a storage building on Sailboat Road.*

*I feel like I am being singled out and not being treated fairly. I pay my property taxes like everyone else. If the Administration Department wants to punish me for doing what I had to do when times were bad, they should fine me, but not make me destroy a legal building, which would devastate me financially.*

*I am asking the Board to step in and inform Permits that this ordinance is still in effect and allow me the permit to keep my storage building. Thank you for your time and consideration.*

**ITEM 7. NEW BUSINESS****A. Approval of Bonds – Erin Burke**


Bond approval for the following:

- Board of Commissioners - County of Camden
- Finance Officer - County of Camden
- Finance Officer - Camden Tourism Development Authority
- Finance Officer - Courthouse/Shiloh Fire Commission
- Finance Officer - South Mills Fire Commission
- Finance Officer - Joyce Creek Drainage District
- Register of Deeds - County of Camden
- Sheriff - County of Camden
- Tax Assessor & Collector - County of Camden

**Motion to approve the bonds as presented.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Sissy Aydlett
<b>AYES:</b>	Ross Munro, Troy Leary, Randy Krainiak, Sissy Aydlett, Tiffney White

## B. Resolution 2023-12-01 Establishing the 2024 Regular Meeting Schedule – Erin Burke



**Resolution 2023-12-01**

**Resolution of the Camden County Board of Commissioners**  
**Establishing the 2024 Schedule of Regular Meetings**

WHEREAS, North Carolina General Statute 153A-40 requires boards of commissioners to hold a regular-scheduled meeting at least once a month; and

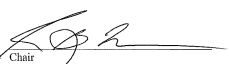
WHEREAS, the Camden County Board of Commissioners meets in the Boardroom in the Camden County Public Library located at 118 North 343 in Camden, North Carolina.

NOW THEREFORE BE IT RESOLVED, by action of the Camden County Board of Commissioners, the following Schedule of Regular Meetings for 2024 is set forth as follows:

MEETING DATE	TIME
Tuesday, January 2, 2024	7:00 PM
Monday, February 5, 2024	7:00 PM
Monday, March 4, 2024	7:00 PM
Monday, April 1, 2024	7:00 PM
Monday, May 6, 2024	7:00 PM
Monday, June 3, 2024	7:00 PM
Monday, July 1, 2024	7:00 PM
Monday, August 5, 2024	7:00 PM
Tuesday, September 3, 2024	7:00 PM
Monday, October 7, 2024	7:00 PM
Monday, November 4, 2024	7:00 PM
Monday, December 2, 2024 (Swearing-In Ceremony & Organizational Meeting)	8:30 AM

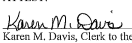
BE IT FURTHER RESOLVED that a copy of this Resolution shall be posted on the courthouse and library bulletin boards at least ten (10) days before the first meeting to which it applies and that the adopted Schedule of Meetings shall be posted on the County website.

Adopted this the 4<sup>th</sup> day of December 2023.




Chair  
Camden County Board of Commissioners

ATTEST:



Karen M. Davis, Clerk to the Board  
Camden County Board of Commissioners



**Motion to adopt Resolution 2023-12-01 Establishing the 2024 Regular Meeting Schedule.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Tiffany White
<b>AYES:</b>	Ross Munro, Troy Leary, Randy Krainiak, Sissy Aydlett, Tiffany White

## C. 2024 Holiday Schedule – Erin Burke

<div style="text-align: center;">  <p><b>2024 Holiday Schedule</b></p> </div>		
Holiday	Observance Date	Day of Week
New Year's Day	January 1, 2024	Monday
Martin Luther King, Jr. Birthday	January 15, 2024	Monday
Good Friday	March 29, 2024	Friday
Memorial Day	May 27, 2024	Monday
Juneteenth	June 19, 2024	Wednesday
Independence Day	July 4, 2024	Thursday
Labor Day	September 2, 2024	Monday
Veterans Day	November 11, 2024	Monday
Thanksgiving	November 28 & 29, 2024	Thursday & Friday
Christmas	December 24, 25 & 26, 2024	Tuesday, Wednesday & Thursday

Motion to approve the 2024 Holiday Schedule as presented.

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Tiffany White
<b>AYES:</b>	Ross Munro, Troy Leary, Randy Krainiak, Sissy Aydlett, Tiffany White

D. Tax Report – Lisa Anderson

<u>MONTHLY REPORT OF THE TAX ADMINISTRATOR TO THE CAMDEN COUNTY BOARD OF COMMISSIONERS</u>		
<u>OUTSTANDING TAX DELINQUENCIES BY YEAR</u>		
<u>YEAR</u>	<u>REAL PROPERTY</u>	<u>PERSONAL PROPERTY</u>
2022	146,673.93	10,191.35
2021	81,855.98	7,531.71
2020	42,196.08	3,152.18
2019	23,257.84	1,813.43
2018	17,699.47	1,080.65
2017	11,167.13	1,287.30
2016	6,741.83	1,029.95
2015	6,123.07	628.26
2014	7,945.73	967.20
2013	6,177.80	4,618.93

TOTAL REAL PROPERTY TAX UNCOLLECTED	349,838.86
TOTAL PERSONAL PROPERTY UNCOLLECTED	22,109.61
TEN YEAR PERCENTAGE COLLECTION RATE	99.57%
COLLECTION FOR 2023 vs. 2022	12,980.59
<u>LAST 3 YEARS PERCENTAGE COLLECTION RATE</u>	
2022	98.40%
2021	99.07%
2020	99.43%

Attachment: bocminutes\_120423 (BOC Meeting Minutes)



**EFFORTS AT COLLECTION IN THE LAST 30 DAYS**

ENDING October 2023

**BY TAX ADMINISTRATOR**

466	NUMBER DELINQUENCY NOTICES SENT
25	FOLLOWUP REQUESTS FOR PAYMENT SENT
3	NUMBER OF WAGE GARNISHMENTS ISSUED
3	NUMBER OF BANK GARNISHMENTS ISSUED
3	NUMBER OF PERSONAL PHONE CALLS MADE BY TAX ADMINISTRATOR TO DELINQUENT TAXPAYER
0	NUMBER OF PERSONAL VISITS CONDUCTED (COUNTY OFFICES)
0	PAYMENT AGREEMENTS PREPARED UNDER AUTHORITY OF TAX ADMINISTRATOR
0	NUMBER OF PAYMENT AGREEMENTS RECOMMENDED TO COUNTY ATTORNEY
0	NUMBER OF CASES TURNED OVER TO COUNTY ATTORNEY FOR COLLECTION (I.D. AND STATUS)
0	REQUEST FOR EXECUTION FILES WITH CLERK OF COURTS
0	NUMBER OF JUDGMENTS FILED

## 30 Largest Unpaid - Real

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
R	02-8943-01-17-4388.0000	10,207.44	2	THOMAS REESE	CAMDEN	301 JAPONICA DR
R	03-8971-00-23-2253.0000	9,306.61	2	ABODE OF CAMDEN, INC.	SHILOH	187 C THOMAS POINT RD
R	02-8934-01-18-8072.0000	7,103.79	2	ARNOLD AND THORNLEY, INC.	CAMDEN	146 158 US W
R	02-8935-02-66-7093.0000	6,753.90	2	B. F. ETHERIDGE HEIRS	CAMDEN	158 US E
R	01-7999-00-62-3898.0000	5,890.92	2	MICHAEL ASKEW	SOUTH MILLS	257 A OLD SWAMP RD
R	03-8962-00-05-0472.0000	5,801.13	2	FRANK MCWILLIAM HEIRS	SHILOH	172 NECK RD
R	02-8943-01-06-9013.0000	5,760.62	2	JEWEL H. DAVENPORT	CAMDEN	WINDY HEIGHTS DR
R	02-8934-01-29-4617.0000	5,748.12	2	JAMES B. SEYMOUR ETAL	CAMDEN	112 158 US W
R	03-8943-02-75-4196.0000	5,728.00	2	SHERRILL M PRICE JR	SHILOH	115 COOKS LANDING RD
R	01-7989-00-01-1714.0000	5,589.67	10	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	02-8916-00-39-5170.0000	5,319.70	2	DONALD RAY JONES	CAMDEN	670 343 HWY N
R	02-8945-00-41-2060.0000	5,273.51	2	LASELLE ETHERIDGE SR. HEIRS	CAMDEN	168 BUSHELL RD
R	03-9809-00-23-4988.0000	5,097.20	2	WANDA H WELLS	SHILOH	104 HIGH RD
R	03-8973-00-53-0748.0000	5,096.48	2	MORRIS L. KIGHT III	SHILOH	142 STANLEY LN
R	02-8954-00-43-8538.0000	4,941.32	2	BILLY ROSS PEREBEE	CAMDEN	237 PALMER RD
R	03-9809-00-24-8236.0000	4,795.95	2	GENE W IRBY	SHILOH	503 SAILBOAT RD
R	03-8961-00-68-3593.0000	4,381.87	2	EDWARD LANE MOORE	SHILOH	169 RAYMONS CREEK RD
R	02-8934-04-72-0416.0000	4,155.76	2	PAULINE JETTE	CAMDEN	238 COUNTRY CLUB RD
R	03-8972-00-44-8500.0000	4,137.94	2	ABODE OF CAMDEN INC.	SHILOH	343 HWY S
R	02-8935-04-63-0820.0000	3,990.30	1	BELCROSS PROPERTIES, LLC	CAMDEN	197 158 US E
R	02-8934-03-31-9750.0000	3,690.92	1	CAROLYN MCDANIEL	CAMDEN	195 COUNTRY CLUB RD
R	03-8990-00-17-3935.0000	3,352.06	2	KARL L ALCOCK	SHILOH	100 CATALAN DR
R	03-8971-00-54-7373.0000	3,307.86	2	WAYNE HARTIS	SHILOH	125 ONE MILL RD
R	01-7090-00-64-6040.0000	3,295.22	1	LINTON RIDDICK	SOUTH MILLS	129 LILLY RD
R	01-7090-00-92-5561.0000	3,244.45	2	MAINSTAY CONSTRUCTION, INC	SOUTH MILLS	GENERALS WAY
R	02-8946-00-23-4750.0000	3,233.58	1	AARON DARNELL CHAMBLEE ET AL	CAMDEN	LANES RD
R	02-8943-01-47-1120.0000	3,129.77	4	EMILY FORBES CRAIN	CAMDEN	104 C ST
R	01-7080-00-26-2396.0000	3,092.07	1	CHRISTOPHER A. KINDER	SOUTH MILLS	136 DOCK LANDING LP
R	03-8965-00-37-4242.0000	3,077.96	2	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD
R	01-7090-00-71-3290.0000	3,000.00	1	NORMAN L. PHELPS, JR.	SOUTH MILLS	426 OLD SWAMP RD

## 30 Oldest Unpaid - Real

Roll	Parcel Number	YrsDlq	Unpaid Amount	Taxpayer Name	City	Property Address
R	01-7989-00-01-1714.0000	10	5,589.67	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	03-8965-00-37-4242.0000	10	3,077.96	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD
R	03-8962-00-04-9097.0000	10	2,988.80	CECIL BARNARD HEIRS	SHILOH	NECK RD
R	01-7999-00-95-3587.0000	10	2,613.78	WALTER TURNER HEIRS	SOUTH MILLS	CAROLINA RD
R	03-8959-00-45-8012.0000	10	2,245.98	SEAWARK INC.	SHILOH	HOLLY RD
R	03-8952-00-95-8737.0000	10	2,233.18	AUDREY TILLET	SHILOH	171 NECK RD
R	01-7999-00-32-3510.0000	10	2,022.09	LEAH BARCO	SOUTH MILLS	195 BUNKER HILL RD
R	01-7988-00-91-0179.0001	10	2,014.88	THOMAS L. BROTHERS HEIRS	SOUTH MILLS	165 BUNKER HILL RD
R	01-7999-00-12-8596.0000	10	1,943.65	MOSES MITCHELL HEIRS	SOUTH MILLS	108 CAMDEN AVE
R	03-8943-04-93-8214.0000	10	1,862.04	L. P. JORDAN HEIRS	SHILOH	108 CAMDEN AVE
R	01-7091-00-64-6569.0000	10	1,814.42	CLARENCE D. TURNER JR.	SOUTH MILLS	STINGY LN
R	02-8926-00-13-6839.0000	10	1,407.85	NORTHEASTERN COMMUNITY	CAMDEN	123 TRAFONT RD
R	02-8955-01-07-0916.0000	10	1,202.28	ROSITA MERCEY INGRAM	CAMDEN	127 SLEEPY HOLLOW RD
R	02-8936-00-24-7426.0000	10	948.81	BERNICE PUGH	CAMDEN	113 BOURBON ST
R	01-7090-00-60-5052.0000	10	840.78	JOE GRIFFIN HEIRS	SOUTH MILLS	117 GRIFFIN RD
R	01-7989-04-60-1568.0000	10	806.07	EMMA BRITE HEIRS	SOUTH MILLS	116 BLOODFIELD RD
R	01-7989-04-90-0938.0000	10	791.77	DORIS EASON	SOUTH MILLS	1352 343 HWY N
R	01-7989-04-60-1954.0000	10	786.75	CHRISTINE RIDDICK	SOUTH MILLS	105 BLOODFIELD RD
R	01-7080-00-62-1977.0000	10	719.09	SANDERS CROSSING OF CAMDEN CO	SOUTH MILLS	117 OTTERS PL
R	02-8955-00-13-7846.0000	10	592.37	MARIE MERCER	CAMDEN	IVY NECK RD
R	03-9809-00-33-4725.0000	10	461.32	DENWIS CRESAY	SHILOH	SAILBOAT RD
R	03-8980-00-61-1968.0000	10	417.12	WILLIAMSBURG VACATION	SHILOH	CAMDEN POINT RD
R	03-8909-00-53-4358.0000	10	406.96	WILLIAM G. YATES	SHILOH	SAILBOAT RD
R	03-8959-00-36-1568.0000	10	367.55	PETRA EUSAVAGE	SHILOH	HIBISCUS RD
R	03-8962-00-55-5300.0000	10	310.71	OCTAVIA COPELAND HEIRS	SHILOH	457 NECK RD
R	01-7090-00-95-5262.0000	10	307.16	JOHN F. SAWYER HEIRS	SOUTH MILLS	OLD SWAMP RD
R	03-9809-00-54-8280.0000	10	306.72	RODNEY STEVEN SPIVEY &	SHILOH	SAILBOAT RD
R	03-8982-00-84-0911.0000	10	293.76	CARL TRUSCHER	SHILOH	218 BROAD CREEK RD
R	03-9809-00-66-0120.0000	10	262.25	RANDELL CRIDER	SHILOH	SAILBOAT RD
R	03-9809-00-45-1097.0000	10	206.42	MICHAEL OBER	SHILOH	CENTERPOINT RD

## 30 Largest Unpaid – Personal

Roll	Parcel Number	Unpaid Amount	YrsDltg	Taxpayer Name	City	Property Address
P	0002941	2,059.39	2	BARKER'S TRUCKING, INC	SHILOH	108 SASSAFRAS LN
P	0000295	1,126.07	4	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0001709	947.26	6	JOHN MATTHEW CARTE	CAMDEN	150 158 HWY
P	0003721	792.00	2	JIMMY'S TRUCKING & HAULING LLC	CAMDEN	127 TRAFONT RD
P	0001721	693.51	2	CINDY MAYO	SOUTH MILLS	106 BINGHAM RD
P	0003192	583.73	1	ROBERT JESSE-ALDERMAN HUDGINS	CAMDEN	409 343 HWY N
P	0001046	543.81	1	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0001072	520.65	10	PAM BUNDY	SHILOH	105 AARON DR
P	0003513	449.27	1	JULIE PORTER	CAMDEN	431 158 US W
P	0003512	397.83	1	WILLIAM ANTHONY POPE JR	CAMDEN	214 SMITH DR
P	0000297	368.21	1	ADAM D. & TRACY J.W. JONES	CAMDEN	133 WALSTON LN
P	0003017	337.95	1	MARK STANLEY MICHALSKI	SOUTH MILLS	138 CAROLINA RD
P	0003415	302.75	2	IVY MIRANDA BOGUES	CAMDEN	224 NORTH RIVER RD
P	0000945	294.86	2	RAMONA F. TAZEWELL	CAMDEN	239 SLEEPY HOLLOW RD
P	0003547	292.19	2	NICHOLAS W. STOTTS	CAMDEN	431 158 US W
P	0002902	281.09	2	STEPHANIE AUSMAN	SHILOH	204 POND RD
P	0003208	271.52	2	RICKY W JOHNSON	CAMDEN	113 PALMER RD
P	0001545	270.35	2	LOUIS RUGGERI	CAMDEN	390 CAMDEN CSWY
P	0003075	262.38	2	PATRICK WAYNE BAUM	CAMDEN	186 B BUSHELL RD
P	0001104	258.76	1	MICHAEL & MICHELLE STONE	CAMDEN	107 RIDGE ROAD
P	0003478	253.59	1	JOHN PETER LEARY	SOUTH MILLS	971 343 HWY N
P	0002525	251.35	1	JOSEPH VINCENT CARDYN	SHILOH	260 ONE MILL RD
P	0002643	231.93	1	JASON RYAN MCCALLISTER	SOUTH MILLS	102 COUNTRY MEADOWS DR
P	0003662	231.58	2	JEFFREY CLAYTON COLLIER	CAMDEN	152 158 HWY W
P	0000738	226.96	8	LESLIE ETHERIDGE JR	CAMDEN	431 158 US W
P	0003850	225.10	1	JOSHUA MICHAEL BAILEY	SOUTH MILLS	100 ROBIN CT W
P	0003773	222.54	2	SEVAN NERO BARLETT	CAMDEN	197 HERMAN ARNOLD RD
P	0002468	221.37	2	WANDA HERNANDEZ WELLS	SHILOH	104 HIGH RD
P	0001538	216.33	4	JEFFREY EDWIN DAVIS	CAMDEN	431 158 US W
P	0001512	213.49	2	JOHN WESLEY BURGESS, JR.	CAMDEN	431 158 USY W

## 30 Oldest Unpaid – Personal

Roll	Parcel Number	YrsDltg	Unpaid Amount	Taxpayer Name	City	Property Address
P	0001072	10	520.66	PAM BUNDY	SHILOH	105 AARON DR
P	0001709	8	947.26	JOHN MATTHEW CARTE	CAMDEN	150 158 HWY
P	0001046	8	543.81	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0000738	8	226.96	LESLIE ETHERIDGE JR	CAMDEN	431 158 US W
P	0001538	8	216.33	JEFFREY EDWIN DAVIS	CAMDEN	431 158 US W
P	0001106	8	200.27	JAMI ELIZABETH VANHORN	SOUTH MILLS	612 MAIN ST
P	0001694	8	128.34	THOMAS B. THOMAS HERS	CAMDEN	150 158 HWY W
P	0000295	7	1,126.07	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0000770	7	134.40	MARSHA GAIL BOGUES	CAMDEN	276 BELCROSS RD
P	0002821	7	120.68	CYNTHIA MAE BLAIN	SOUTH MILLS	122 DOCK LANDING LOOP
P	0000945	6	294.86	RAMONA F. TAZEWELL	CAMDEN	239 SLEEPY HOLLOW RD
P	0002468	6	221.37	WANDA HERNANDEZ WELLS	SHILOH	104 HIGH RD
P	0002968	6	202.44	MICHAEL WILLIAM MAINELLO	SOUTH MILLS	237 KEETER BARN RD
P	0001150	6	136.45	WILLIAM MICHAEL STONE	CAMDEN	130 MILL DAM RD S
P	0001689	5	125.28	MICHAEL WAYNE MYERS	SOUTH MILLS	107 ROBIN DR
P	0002902	5	281.09	STEPHANIE AUSMAN	SHILOH	204 POND RD
P	0001512	5	213.49	JOHN WESLEY BURGESS, JR.	CAMDEN	431 158 USY W
P	0002942	5	100.25	JAMES P. VASILOPOULOS	CAMDEN	346 343 HWY S
P	0003513	4	449.27	JULIE PORTER	CAMDEN	431 158 US W
P	0003415	4	302.75	IVY MIRANDA BOGUES	CAMDEN	224 NORTH RIVER RD
P	0003075	4	262.38	PATRICK WAYNE BAUM	CAMDEN	186 B BUSHELL RD
P	0003414	4	199.71	EDWARD A. BILL	CAMDEN	152 158 US W
P	0003096	4	191.26	DANIEL ELWOOD BRIGHT	CAMDEN	109 JUNIPER DR
P	0002978	4	177.22	JONATHAN LEWIS PUGH	SOUTH MILLS	206 MAIN ST
P	0003035	4	173.24	ROBERT HENRY LEE	SHILOH	121 BEECH TREE DR
P	0003487	4	171.51	MICHAEL RONALD MAYO II	CAMDEN	146 BELCROSS RD
P	0003495	4	147.34	ALY MOHAMAD	SHILOH	100 BROAD CREEK RD
P	0003378	4	108.36	JAMES KELLEY WIGFIELD	CAMDEN	441 158 US E
P	0001721	3	693.51	CINDY MAYO	SOUTH MILLS	106 BINGHAM RD
P	0003192	3	583.73	ROBERT JESSE-ALDERMAN HUDGINS	CAMDEN	409 343 HWY N

## Motion to approve the Tax Report as presented.

**RESULT:** PASSED [5-0]  
**MOVER:** Ross Munro  
**AYES:** Ross Munro, Troy Leary, Randy Krainiak, Sissy Aydlott, Tiffney White

## E. Proposed SMWA System Transfer and Purchase Agreement

County Attorney John Morrison stated that the agreement presented in the meeting packet is incomplete in that the agreement makes reference to various Exhibits and Schedules which have not yet been developed. Counsel for SMWA has stated that SMWA wishes to close by December 29<sup>th</sup>. Mr. Morrison stated the Board may approve the agreement as written but should be subject to approval of the County Manager in consultation with Counsel. Upon a question by Chair Munro, Mr. Morrison added that SMWA is responsible for submitting the referenced exhibits and schedules.

## SYSTEM TRANSFER AND PURCHASE AGREEMENT

by and between

CAMDEN COUNTY

and

SOUTH MILLS WATER ASSOCIATION, INCORPORATED

dated as of

, 2023

[\[Insert Table of Contents for Final Version\]](#)

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## WORKING DRAFT

## SYSTEM TRANSFER AND PURCHASE AGREEMENT

THIS SYSTEM TRANSFER AND PURCHASE AGREEMENT is made and entered into as of \_\_\_\_\_, 2023 (the "Effective Date") by and between CAMDEN COUNTY, a political subdivision created and validly existing under the Laws of the State of North Carolina (the "County"), and SOUTH MILLS WATER ASSOCIATION, INCORPORATED, a North Carolina non-profit corporation (the "Seller"). County and Seller are from time to time referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller is engaged in providing and distributing water utility services in Camden County, North Carolina (the "System");

WHEREAS, as contemplated by that certain non-binding term sheet dated May 19, 2023 between County and Seller and related correspondence between the Parties, Seller desires to transfer all of the System Assets (as defined below) and County desires to acquire all of the System Assets; and

WHEREAS, the governing bodies of County and Seller have approved, and deem it advisable to consummate, the acquisition of the System Assets by County, upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, and the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1  
TRANSFER OF ASSETS1.1 Transfer of System Assets.

(a) System Assets. Upon the terms and subject to the conditions of this Agreement and in reliance upon the covenants, agreements, representations and warranties set forth in this Agreement, at the Closing, Seller shall transfer to County, free and clear of any Encumbrances except for the Permitted Encumbrances, and County shall purchase from Seller, all of Seller's rights, title and interest in and to, the following assets pertaining to, or used in connection with the System (collectively, the "System Assets"):

(i) the Seller's administrative office building, all water tanks and all distribution, collection and other pipes, drains, towers and lines as set forth on Schedule 1.1(a)(i);

(ii) the equipment, machinery, vehicles, furniture, fixtures, computer hardware and related peripheral equipment and other tangible personal property set forth on Schedule 1.1(a)(ii);

(iii) all supplies, tools, raw materials, parts, work in process and inventories used or held for use by Seller for the System Assets as set forth on Schedule 1.1(a)(iii);

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- (iv) all Permits to the extent transferable as set forth on Schedule 1.1(a)(iv);
- (v) the Assumed Contracts as set forth on Schedule 1.1(a)(v);
- (vi) originals, or where not available, copies, of all books and records relating to the System, including all accounting records, quality control records and procedures, customer lists, engineering drawings, service and warranty records, equipment logs, operating guides and manuals, documents, data and other materials and information;
- (vii) all prepaid expenses, advance payments, claims, refunds and deposits;
- (viii) all rights and claims under warranties, indemnities and similar rights against third parties to the extent assignable and related to any System Assets or Assumed Liabilities;
- (ix) all equitable claims and rights, including all claims and rights arising under operation of Law, with respect to any and all System Assets and Assumed Liabilities;
- (x) all Real Property (as defined herein); and
- (xi) all monies held in Seller's bank accounts set forth on Schedule 1.1(a)(xi); subject to the post-closing conditions set forth in Article 4.8.

(b) Consideration for System Assets. Upon the terms and subject to the conditions of this Agreement, in consideration for the conveyance, assignment, transfer and delivery by Seller to County of the System Assets:

(i) At the Closing, County will pay to Seller an amount equal to **One Dollar (\$1.00)** (the "Purchase Price") in cash or immediately available funds.

(ii) At the Closing, County will assume the Assumed Liabilities by executing and delivering the Assumption Agreement to Seller and Seller shall retain the Retained Liabilities.

(c) Closing. Upon the terms and subject to the conditions of this Agreement, and provided that all of the conditions set forth in Article 5 (other than those conditions that by their terms cannot be satisfied until the Closing) have been satisfied or waived, the Closing shall take place on December 29, 2023, or at such time and date as the Parties may agree. The "Closing Date" means the date upon which the Closing actually occurs. The Closing shall take place electronically and remotely or, if the Parties agree, at the offices of County. For economic and accounting purposes, the Closing shall be deemed to take effect at 11:59 PM ET on the Closing Date.

ARTICLE 2  
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to County as follows:

2.1 Organization of Seller. Seller is a validly existing non-profit corporation, existing as such under and by virtue of the Constitution and Laws of the State of North Carolina. Seller

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has all requisite power and authority to carry on the System as now being conducted and to own, use and hold for use the System Assets and the Real Property.

2.2 Authorization. The execution, delivery and performance by Seller of each of the Transaction Documents to which it is or will be a party and the consummation by it of the Contemplated Transactions have been duly authorized by Seller's Board of Directors, and no other action on the part of Seller is necessary to authorize the execution, delivery and performance by Seller of such Transaction Documents or the consummation by it of the Contemplated Transactions. Seller has duly executed and delivered this Agreement.

2.3 Consents and Approvals; No Violations. The execution, delivery and performance of the Transaction Documents to which Seller is or will be a party, and the consummation by Seller of the Contemplated Transactions, do not and will not, with or without notice or passage of time or both: (i) violate any Order applicable to Seller, the System or any of the System Assets, Real Property or Assumed Liabilities or (ii) result in the creation or imposition of any Encumbrance, other than Permitted Encumbrances, on any System Assets.

2.4 Financial Statements. To the knowledge of Seller, the financial statements described on Schedule 2.4 (collectively, the "Financial Statements") fairly present the financial condition and the results of operations and cash flows of Seller as at the respective dates of and for the periods referred to in the Financial Statements. The Financial Statements have been prepared from and are in accordance with the accounting records of Seller. To the knowledge of Seller, there are no outstanding claims, liabilities, obligations or indebtedness in connection with the System of any kind or nature, whether fixed or contingent, except as set forth in the Financial Statements, and except for liabilities incurred in the Ordinary Course of Business since the date of the Financial Statements and of the kind and type reflected in the Financial Statements which are not, individually or in the aggregate, material in amount.

2.5 Title. Seller has, and at the Closing Seller will transfer to County, good and valid title to all the System Assets free and clear of all known Encumbrances other than Permitted Encumbrances.

2.6 Absence of Certain Changes. Since January 1, 2023, Seller has conducted the System only in the Ordinary Course of Business consistent with past practice. Without limiting the generality of the foregoing, Seller has not since January 1, 2023:

(a) permitted or allowed any of the System Assets to be subjected to any Encumbrances of any kind, except for Permitted Encumbrances;

(b) sold, transferred, leased or otherwise disposed of any of the System Assets or any other properties or assets (real, personal or mixed, tangible or intangible) used or held for use in connection with the System, except in the Ordinary Course of Business, consistent with past practice;

(c) entered into any contract or agreement in connection with the System outside the Ordinary Course of Business;

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Attachment: bocminutes\_120423 (BOC Meeting Minutes)

(d) amended, modified or terminated, or waived any right or claim under, any Assumed Contract;

(e) incurred or assumed any liabilities in connection with the System, or paid, discharged, waived or released any liabilities or obligations of the System, in each case except in the Ordinary Course of Business;

(f) changed its cash management practices and policies or its practices and procedures with respect to the collection of customer accounts receivable, in each case with respect to the System; or

(g) agreed, whether in writing or otherwise, to take any action described in this Section 2.6.

## 2.7 Customers.

(a) Maps. Schedule 2.7(a) contains maps which set forth the location of all of Seller's known distribution, trunk, collection and other pipes, drains, towers, tanks and lines used or held for use in connection with the System. Seller does not provide System services to any Person other than those customers set forth on the Customer Lists to be provided in accordance with Section 4.9.

(b) Customer Tap Fee List. Schedule 2.7(b) contains an accurate and complete list (the "Customer Tap Fee List") of all lots and units from which Seller has collected and retains a Customer Tap Fee, including a description of the fee or deposit, the account name and number, amount and date paid, size of meter(s), tax parcel number of the lot or unit and, with respect to each Customer Tap Fee listed on Schedule 2.7(b), a complete and accurate description of all of Seller's obligations and liabilities with respect to such Customer Tap Fee.

## 2.8 Real Property.

(a) Real Property - Generally.

(i) As used herein, "Real Property" means all or every parcel of real property owned in fee simple by Seller, Easements; and rights of way in which Seller has any right, title or interest, together with the use of all buildings, structures, improvements and fixtures located thereon or attached or appurtenant thereto. Schedule 2.8(a)(i) sets forth each parcel of real property described above, including with each parcel, the address, location, and use. With respect to each parcel, (i) Seller has not leased or otherwise granted to any Person the right to use or occupy such parcel or any portion thereof; and (ii) to the Knowledge of Seller, there are no unrecorded outstanding options, rights of first offer or rights of first refusal to purchase such parcel or any portion thereof or interest therein.

(ii) Seller has delivered to County copies of all deeds, title insurance policies and surveys relating to the Real Property, including all documents evidencing Encumbrances upon the Real Property that are in Seller's possession. Seller is not liable for the contents of such materials provided. To Seller's Knowledge, other than Permitted Encumbrances, there are no Encumbrances or disputes affecting any Real Property that might curtail or interfere with the use

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of such property by County, and there are no pending or to Seller's Knowledge threatened Actions, or outstanding Orders, relating to any Real Property, including Seller's use of the Real Property.

## (b) Easement & Rights of Way.

(i) Set forth on Schedule 2.8(b)(i) is a list of certain easements, rights of way, rights, privileges and appurtenances, including proofs of dedication, in which Seller has any right, title or interest and which are used or held solely for use by Seller in connection with the System.

(ii) To the Knowledge of Seller, (A) Seller and its System operations are in compliance with all Easements and (B) no event has occurred or circumstance exists that may (with or without notice, the passage of time or both) constitute or result directly or indirectly in a violation of or a failure to comply with any term of, or result directly or indirectly in the revocation, withdrawal, suspension or termination of, or any modification to, any such Easement.

## (c) Leased Property.

(i) Seller leases from the South Mills Rural Club ("Club") the real property where its administrative office building ("Seller's Office") is located. A copy of the lease is attached as Schedule 2.8(c). The Club reserves the right to approve any transfer of the lease. Therefore, the Club's lease is not part of the Real Property. Seller will request that the Club allow the transfer of the lease to the County, but the County is responsible for the finalization of any assignment, negotiation of the lease, or removal of the Seller's Office (after Closing) if the lease is not assigned or otherwise entered into by the County.

(ii) Seller is the lessor of certain real property. [Need to decide whether the lease to the farmer will be assigned or terminated at Closing.]

2.9 Permits. To the Knowledge of Seller, all Permits required for Seller to own and operate the System and the System Assets as currently conducted have been obtained by Seller, are valid and in full force and effect and are set forth on Schedule 2.9. True and complete copies of all such Permits have heretofore been furnished to County. Seller is in compliance with all such Permits. No event has occurred or circumstance exists that may (with or without notice, the passage of time or both) (a) constitute or result directly or indirectly in a violation of or a failure to comply with any term or requirement of any such Permit or (b) result directly or indirectly in the revocation, withdrawal, suspension or termination of, or any modification to, any such Permit.

## 2.10 Plant, Equipment, and Inventory.

(a) Sufficiency of Assets. Except as set forth on Schedule 2.10(a), the System Assets are sufficient for the continued conduct of the System after the Closing in substantially the same manner as conducted by Seller prior to the Closing and constitute all of the rights, properties and assets necessary to conduct the System as currently conducted.

(b) Condition of Assets. Seller has operated and maintained the System Assets in accordance with prudent industry standards applicable to the ownership and operation of similar utility systems.

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## 2.11 Environmental Matters.

(a) Compliance. To Seller's Knowledge, Seller is in full compliance with all Environmental Laws relating to the System, including the possession by Seller of all Permits required under all applicable Environmental Laws and compliance with the terms and conditions thereof. Each Permit currently held by Seller relating to the System pursuant to the Environmental Laws is identified in Schedule 2.11(a).

(b) Notice of Violation. Since January 1, 2022, Seller has not received any communication (written or oral), whether from a Governmental Authority, citizens group, employee or otherwise, that states, claims or alleges that Seller is not in full compliance with any Environmental Laws relating to the System, and there are no circumstances that may prevent or interfere with such full compliance in the future. Seller has delivered to County prior to the execution of this Agreement all information that is in the possession of or reasonably available to Seller regarding Environmental Claims, and environmental matters pertaining to, or the environmental condition of, the System or the compliance (or non-compliance) of Seller with any Environmental Laws relating to the System.

(c) Pending Claims. There is no Environmental Claim by any Person that is pending or threatened against the System, or against any Person whose liability for any Environmental Claim Seller has retained or assumed either contractually or by operation of law relating to the System.

(d) Hazardous Materials. To the Knowledge of Seller, there are no past or present actions, activities, circumstances, conditions, events or incidents, including the release, threatened release, emission, discharge, presence or disposal of any Hazardous Materials, that could form the basis of any Environmental Claim against Seller relating to the System or, to the Knowledge of Seller, against any Person whose liability for any Environmental Claim relating to the System Seller has retained or assumed either contractually or by operation of law.

(e) Hazardous Conditions. Without in any way limiting the generality of the foregoing, (i) all locations where Seller has (previously or currently) stored, disposed of or arranged for the disposal of Hazardous Materials relating to the System are identified in Schedule 2.11(e)(i); (ii) all underground storage tanks, and the capacity and contents of such tanks, located on any property to be transferred by Seller pursuant to this Agreement relating to the System are specifically identified in Schedule 2.11(e)(ii).

(f) Environmental Reports. Seller has provided to County a copy of each assessment, report, datum, result of investigations or audit, and other information that is in the possession of Seller regarding Environmental Claims or environmental matters pertaining to the environmental condition of the System or the compliance (or non-compliance) by the System with any Environmental Laws.

(g) Compliance with Laws. To the Knowledge of Seller, Seller is in full compliance with any Environmental Laws relating to the System requiring (i) the performance of site assessment for Hazardous Materials, or (ii) the removal or remediation of Hazardous Materials.

## 2.12 Contracts.

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(a) Neither Seller nor, to Seller's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Assumed Contract. However, Seller does not warrant that the Assumed Contracts are assignable to County in whole or in part. Complete and correct copies of each Assumed Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been delivered to County. There are no disputes pending or threatened under any Assumed Contract.

(b) Except for any contracts and agreements with or for the benefit of Seller's employees, and except for the Assumed Contracts and Easements, there are no other contracts or agreements (i) by which any of the System Assets are bound or affected or (ii) to which Seller is a party or by which it is bound in connection with the System or the System Assets.

2.13 Insurance. There are no claims related to the System, the System Assets, or the Assumed Liabilities pending under any policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. Seller has not received any notice from any insurance company that has issued a policy, requiring or recommending any repairs or work to be done on any part of the System Assets, other than repairs or other work that has been completed.

2.14 Litigation. There is no Action pending or, to Seller's Knowledge, threatened relating to or involving the System, the System Assets, or the Assumed Liabilities that challenges or seeks to restrain, enjoin or otherwise prohibit the consummation of the Contemplated Transactions, and, to the Knowledge of Seller, there is no valid basis for any such Action. There are no outstanding Orders relating to or involving the System, the System Assets, or the Assumed Liabilities.

2.15 Compliance with Laws. Since January 1, 2022, Seller has not received any notice that it is in violation of any applicable building, zoning, health or other Law in respect of the System, the System Assets, or the Assumed Liabilities.

2.16 Brokers or Finders. No agent, broker, banker, advisor or other Person is or will be entitled to any brokers' or finder's fee or any other commission or similar fee in connection with any of the Contemplated Transactions.

2.17 USDA Loans. Seller was party to multiple agreements with the United States Department of Agriculture ("USDA") that included loans and a grant, which are set forth on Schedule 2.17. Seller has paid off the USDA loans. County agrees that any USDA grant obligations are and shall be an Assumed Liability.

## ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF COUNTY

County represents and warrants to Seller that:

3.1 Organization. County is a political subdivision created and validly existing under the Laws of the State.

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**3.2 Authorization/Validity of Agreement.** County has all requisite power and authority to execute and deliver all Transaction Documents to which it is or will be a party, to perform its obligations thereunder and to consummate the Contemplated Transactions. The execution, delivery and performance by County of each of the Transaction Documents to which it is or will be a party and the consummation by it of the Contemplated Transactions have been duly authorized by County's Board of Commissioners, and no other action on the part of County is necessary to authorize the execution, delivery and performance by County of such Transaction Documents or the consummation by it of the Contemplated Transactions. County has duly executed and delivered this Agreement. This Agreement constitutes, together with the other Transaction Documents to which County is or will be a party will constitute (upon execution and delivery by County and the other parties thereto), the legal, valid and binding obligation of County, enforceable against County in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

**3.3 Consents and Approvals: No Violations.** Delivery and performance of the Transaction Documents to which County is or will be a party, and the consummation by County of the Contemplated Transactions, do not and will not, with or without notice or passage of time or both: (a) require any filing with, or permit, authorization, consent or approval of, any Governmental Authority or any other Person; (b) result in a violation or breach of, or constitute a default (or give rise to any right of termination, amendment or acceleration) under, or require any consent, approval or waiver under, any agreement, contract or instrument to which County is a party, or (c) violate any Order or Law applicable to County.

**3.4 Brokers or Finders.** No agent, broker, banker, advisor or other Person is or will be entitled to any brokers' or finders' fee or any other commission or similar fee in connection with any of the Contemplated Transactions.

**3.5** COUNTY ACKNOWLEDGES THAT SELLER HAS NOT MADE, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE CONDITION OF ANY REAL PROPERTY, BUILDINGS, FACILITIES, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES AND PERSONAL/MOVABLE PROPERTY CONSTITUTING ALL OR ANY PART OF THE SYSTEM ASSETS (COLLECTIVELY, THE "TANGIBLE PROPERTY"), INCLUDING ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW IN EFFECT NOW OR IN THE FUTURE, IT BEING THE EXPRESS INTENTION OF SELLER AND COUNTY THAT THE TANGIBLE PROPERTY SHALL BE CONVEYED TO COUNTY AS IS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR. COUNTY REPRESENTS TO SELLER THAT COUNTY HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS WITH RESPECT TO THE TANGIBLE PROPERTY AS COUNTY DEEMS APPROPRIATE AND COUNTY WILL ACCEPT THE TANGIBLE PROPERTY AS IS, WHERE IS, IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

**4.1 Interim Systems Operations.** Except as required by this Agreement, prior to Closing, Seller shall conduct the System in the Ordinary Course of Business.

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**4.2 Access.** Prior to Closing, Seller shall afford County and its representatives reasonable access to all facilities of Seller used or held for use in connection with the System and permit County to make such inspections as it may reasonably require. In addition, Seller shall furnish County with such operating data, books, records and other information relating to the System as County may from time to time reasonably request. County and its representatives may, with reasonable prior notice and without unreasonably interfering with Seller's operations, conduct such diligence and investigations of the System as County deems reasonably necessary or appropriate, including (a) conducting one or more surveys of certain parcels of the Real Property, (b) performing water system sampling, (c) performing soil, surface and ground water sampling, monitoring, borings and testing and any other tests, investigations, audits, assessments, studies, inspections or other procedures relating to environmental conditions or Hazardous Materials and (d) conducting financial analyses with respect to the System and System Assets. Seller shall cooperate with County and its representatives in conducting such diligence and investigations and shall provide to County and its representatives all soil, surface and ground water tests and reports, and environmental investigation reports, assessments and results, relating to the System or the Real Property that are in the possession or control of Seller.

#### 4.3 Pre-Closing Actions

(a) **Efforts to Close.** Prior to Closing, upon the terms and subject to the conditions of this Agreement, County and Seller shall use their respective reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done and cooperate with each other in order to do, all things necessary, proper or advisable to consummate the Contemplated Transactions promptly, including the preparation and filing of all forms, documents, filings and notices required to be filed to consummate the Contemplated Transactions and the taking of such actions as are necessary to obtain any approvals, authorizations, consents, or waivers of any third party or Governmental Authority.

(b) **Material Adverse Change.** Prior to the Closing, Seller shall promptly notify County in writing of any fact, circumstance, event or action the existence or occurrence of which (i) has had, or could reasonably be expected to result in, individually or in the aggregate, with or without the passage of time, a material adverse change in the business, condition (financial or otherwise), assets or results of operations of the System, or (ii) has resulted in, or could reasonably be expected to result in, any representation or warranty made by Seller hereunder not being true and correct or the failure of any of the conditions set forth in Section 5.2 to be satisfied. In addition, Seller shall promptly notify County of any Action commenced or, to Seller's knowledge, threatened against or relating to the System, the System Assets, or the Assumed Liabilities or the consummation of the Contemplated Transactions.

(c) **Material Adverse Change.** Prior to the Closing, County shall promptly notify Seller in writing of any fact, circumstance, event or action the existence or occurrence of which (i) has had, or could reasonably be expected to result in, individually or in the aggregate, with or without the passage of time, a material adverse change in the business, condition (financial or otherwise), assets or results of operations of the System, or (ii) has resulted in, or could reasonably be expected to result in, any representation or warranty made by County hereunder not being true and correct or the failure of any of the conditions set forth in Section 5.3 to be satisfied. In addition, County shall promptly notify Seller of any Action commenced or, to County's knowledge, threatened

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against or relating to the System, the System Assets, or the Assumed Liabilities or the consummation of the Contemplated Transactions.

**4.4 Closing Deliverables.** At Closing, and upon the terms and subject to the conditions contained herein **Seller Deliveries.** Seller shall deliver or cause to be delivered to County the following:

- (i) a bill of sale in the form attached as **Exhibit A**, executed by Seller;
- (ii) a deed in recordable form with respect to the Real Property in the form of **Exhibit B** attached hereto, executed by Seller;
- (iii) an assignment and assumption agreement (the "Assumption Agreement"), in the form attached hereto as **Exhibit C**, with respect to all Assumed Contracts, executed by Seller;
- (iv) an assignment of easements in the form of **Exhibit D** attached hereto, executed by Seller;

(v) all other easements, endorsements, assignments and other instruments as are necessary, or reasonably requested by County, to vest in County title to the System Assets, executed by Seller; and

(vi) such other documents or instruments as are necessary to consummate the Contemplated Transactions.

(b) **County Deliveries.** County shall deliver or cause to be delivered to Seller the following:

- (i) the Assumption Agreement, executed by County;
- (ii) a certificate, certifying (A) as complete and accurate all requisite resolutions or actions of the County Board of Commissioners approving the execution and delivery of each of the Transaction Documents and the consummation of the Contemplated Transactions and (B) the incumbency and signatures of the County manager and other officers of County executing this Agreement and the other Transaction Documents, executed by the County manager and such other officers;

(iii) a certificate, certifying as to the satisfaction of the conditions set forth in Sections 5.3(a) and 5.3(b), executed by the County manager or other County officer;

(iv) a payment (the "Cash Payment") in an aggregate amount equal to the sum of the Purchase Price, by check; and

(v) such other documents or instruments as are necessary, or reasonably requested by Seller, to consummate the Contemplated Transactions.

**4.5 Pro-Rations.** The charges set forth on Schedule 4.5 (collectively, the "Charges") shall be prorated on a per diem basis and apportioned between Seller and County at Closing. Seller shall be liable for that portion of the Charges relating to, or arising in respect of, periods on or prior

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to the Closing Date, and County shall be liable for that portion of the Charges relating to, or arising in respect of, any period after the Closing Date. If the amount of any item to be prorated under this Section 4.5 cannot be determined at Closing, then the proration shall be made on the basis of the best available information, and the Parties shall re-prorate the item promptly upon receipt of the applicable bills and shall make any equitable adjustment required due to any difference between the estimated amount used as a basis for the proration at Closing and the actual amount subject to proration.

**4.6 Public Announcement.** After the Closing, the Parties shall prepare and issue a joint public announcement with respect to the Contemplated Transactions, the form and content of which shall be mutually agreed by the Parties.

**4.7 Employee Matters.** The Parties acknowledge that, following the Closing, Seller does not intend to continue to employ the employees of the System except as may be necessary to wind down the operations of the Seller. County will use its best efforts to rehire and employ Seller's existing employees after the Closing, subject to County's employment practices, employment checks, and terms of compensation and qualifications.

**4.8 Post-Closing Matters: Delivery of System Assets.** After the Closing, the Parties shall execute and deliver all deeds, bills of sale, instruments of conveyance, assignments and other documents and take and do all such other actions and things as necessary, or reasonably requested by County, to assign and transfer to County all of Seller's rights, title and interest in and to the System Assets. Furthermore, each Party will cooperate with the other Party and execute and deliver to the other Party such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other Party as necessary or advisable to carry out and evidence the purposes of this Agreement and to properly transition the System to County. After the Closing, Seller will permit County's representatives to have reasonable access during normal business hours to Seller's properties in order to remove any System Assets located on such properties, and Seller will cooperate with County in facilitating such removal.

(b) **Mail and Records.** After the Closing, Seller shall forward and deliver to County all mail, notices and other correspondence received by Seller relating to the System or the System Assets. After the Closing, during normal business hours, Seller will permit County's representatives to have reasonable access to and examine any books and records of Seller relating to the System that are not delivered to County pursuant to this Agreement. Seller agrees not to destroy any such books and records except in accordance with the applicable State Records Retention Schedule.

(c) **Transfer of Payments.** After the Closing, if Seller receives or collects any payments for the System or other utility services provided by County after the Closing Date, or any other funds relating to any Assumed Contract or Purchased Asset, Seller shall remit such payments and funds to County promptly after its receipt thereof, with the exception of any delinquent account collections received by Seller. Likewise, if County receives or collects any payments for the System or other utility services provided by Seller after the Closing Date, County shall remit such payments and funds to Seller promptly after its receipt thereof.

(d) **Cooperation.** After the Closing, the Parties shall cooperate with each other as reasonably requested by the other Party in order to facilitate the transition of the System to County.

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To the extent that Seller's rights under any Assumed Contract, or any other Purchased Asset, may not be assigned to County without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful. Notwithstanding any provision in this Section 4.8(d) to the contrary, no Party shall be deemed to have waived a rights under Section 5.1(b), Section 5.2(f) or Section 5.3(c) unless and until such Party provides a written waiver thereof.

(e) **Seller's Office.** County acknowledges that Seller intends to dissolve itself as a legal entity following the Closing, but Seller will continue to require office and meeting space after Closing in order to operate while it concludes operations. Therefore, County agrees to allow Seller to maintain ownership of the Seller's Office until no later than December 31, 2024. The Parties agree that Seller shall transfer title to the Seller's Office upon Seller's dissolution or December 31, 2024, whichever occurs first.

(f) **Seller's Bank Accounts.** County acknowledges and agrees that Seller will incur post-closing expenses. Therefore, the Seller shall maintain exclusive control of its monies held in its bank accounts set forth on Schedule 1.1(a)(xi) after closing (the "Retained Accounts"). Immediately before final dissolution of the Seller as a legal entity, Seller shall transfer any monies remaining, if any, in the Retained Accounts to County, and County agrees to use such monies only for the betterment of the System.

#### 4.9 **Customer List, Deposits, Payments and Taps**

(a) **Customer List.** Seller shall provide County with a complete and accurate list (the "**Customer List**") of the following information with respect to each System customer, including all active System accounts (collectively, the "**Customer Information**"): name; address; account number; the date and amount of the most recent invoice issued to such customer (whether or not such invoice has been paid); the meter reading applicable to such recent invoice; the date and amount of all other outstanding invoices due from such customer; the most recent meter reading (and date thereof); and, to the extent available, email address and phone number.

(b) **Customer Deposits.** The Parties agree that Seller will transfer the Customer Deposits to County.

(c) **Customer Invoicing.** After the Closing, County shall issue all invoices to System customers for System services. Seller shall be entitled to all amounts due from System customers for System services with respect to periods ending on or prior to the Closing Date. County shall be entitled to all amounts due from System customers for System services with respect to all periods after the Closing Date. With respect to any payment received from a System customer for System services for a period which begins on or before the Closing Date and ends after the Closing Date, the payment shall be prorated on a pro-diem basis for such period using the pre-Closing meter reading provided by Seller and the post-Closing meter reading by County and apportioned between the Parties as contemplated above in this Section 4.9(c). After the Closing, if a Party receives any amount to which the other Party is entitled under this Section 4.9, the receiving Party shall remit such amount to such other Party within thirty (30) days of receipt.

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(d) **New Lines.** Prior to the Closing, Seller shall not, without the prior written consent of County, provide, or agree to provide, System services to any Person which would require the installation or construction of any distribution, collection pipe, line, or water tank.

#### ARTICLE 5 CONDITIONS TO CLOSING

**5.1 Conditions to the Obligations of All Parties.** The obligation of each Party to consummate the Contemplated Transactions is subject to the fulfillment or satisfaction, on or prior to the Closing Date, of each of the following conditions:

(a) **Government Action.** No Governmental Authority shall have issued or entered any Order or taken any other action, which has not been rescinded and which has the effect of making the Contemplated Transactions illegal or otherwise restrains, enjoins or otherwise prohibits the consummation of the Contemplated Transactions.

(b) **Consents.** All consents, authorizations and approvals of any Governmental Authority required to be obtained before consummation of the Contemplated Transactions shall have been obtained.

**5.2 Conditions to Obligation of County to Effect the Closing.** The obligation of County to consummate the Contemplated Transactions is subject to the fulfillment or satisfaction, on or prior to the Closing Date, of each of the following conditions:

(a) **Seller Covenants.** Seller shall have in all material respects performed and complied with the obligations and covenants required by this Agreement to be performed or complied with by Seller on or prior to the Closing Date.

(b) **Closing Deliveries.** Seller shall have delivered, and duly executed where appropriate, to County each of the items set forth in Section 4.4(a), and County shall have received all other Transaction Documents, duly executed where appropriate, which Seller is obligated to deliver at or prior to Closing.

(c) **Litigation.** There shall not have been commenced against County any Action by any third party (i) involving any challenge to, or seeking damages or other relief in connection with, any of the Contemplated Transactions or (ii) that may have the effect of preventing, delaying, making illegal, imposing limitations or conditions on or otherwise interfering with any of the Contemplated Transactions.

(d) **Releases.** Seller shall have obtained releases of, or shall otherwise have made provision satisfactory to County for the release of, all Encumbrances upon the System Assets, except for Permitted Encumbrances.

(e) **Material Adverse Change.** There shall not have occurred any material adverse change (or any event or events that, individually or in the aggregate, with or without the passage of time, could reasonably be expected to result in a material adverse change) in the business, condition (financial or otherwise), assets or results of operations of the System.

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The foregoing conditions are for the sole benefit of County and may be waived by County, in whole or in part, at any time in the sole discretion of County.

**5.3 Conditions to Obligation of Seller to Effect the Closing.** The obligation of Seller to consummate the Contemplated Transactions is subject to the fulfillment or satisfaction, on or prior to the Closing Date, of each of the following conditions:

(a) **County Covenants.** County shall have in all material respects performed and complied with the obligations and covenants required by this Agreement to be performed or complied with by County on or prior to the Closing Date, and Seller shall have received a certificate from a duly authorized officer of County, dated the Closing Date, to such effect.

(b) **Closing Deliveries.** County shall have delivered, and duly executed where appropriate, to Seller each of the items set forth in Section 4.4(b), and Seller shall have received all other Transaction Documents, duly executed where appropriate, which County is obligated to deliver at or prior to Closing. County shall have delivered the Cash Payment to Seller.

(c) **Litigation.** There shall not have been commenced or threatened against Seller any Action by any third party (i) involving any challenge to, or seeking damages or other relief in connection with, any of the Contemplated Transactions or (ii) that may have the effect of preventing, delaying, making illegal, imposing limitations or conditions on or otherwise interfering with any of the Contemplated Transactions.

The foregoing conditions are for the sole benefit of Seller and may be waived by Seller, in whole or in part, at any time in the sole discretion of Seller.

#### ARTICLE 6 TERMINATION

**6.1 Termination.** This Agreement may be terminated at any time prior to the Closing Date:

(a) By the mutual written consent of County and Seller;

(b) By County or Seller, by written notice to the other Party, if any Governmental Authority (other than the Parties) shall have issued or entered any Order or taken any other action, which has the effect of frustrating the Contemplated Transactions or otherwise restrains, enjoins or otherwise prohibits the Contemplated Transactions;

(c) By Seller, by written notice to County, if County refuses to consummate the Contemplated Transactions without cause or County breaches in any material respect any of its representations, warranties, covenants or agreements contained in this Agreement, and such breach has not been cured by County within ten (10) days after its receipt of written notice of such breach from Seller;

(d) By County, by written notice to Seller, if Seller refuses to consummate the Contemplated Transactions without cause or shall have breached in any material respect any of its representations, warranties, covenants or agreements contained in this Agreement, and such breach

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has not been cured by Seller within ten (10) days after its receipt of written notice of such breach from County;

(e) By County or Seller, by written notice to the other Party, in the event the Closing has not taken place by June 30, 2024.

#### 6.2 **Effect of Termination**

(a) Upon the termination of this Agreement in accordance with Section 6.1, the Parties shall have no further liability or obligation under this Agreement except (i) that no such termination shall relieve any Party from liability set forth in Subsection 6.2 (b) and (ii) that the obligations and liabilities arising under this Section 6.2 and Section 8.1 shall remain in full force and survive such termination of this Agreement.

(b) The Parties acknowledge that each has expended considerable time, effort and expense in connection with the transactions contemplated by this Agreement. Therefore, the Parties agree to liquidated damages in the amount of One Hundred Thousand Dollars (\$100,000) (the "Breakup Fee") in the event this Agreement is terminated by a Party pursuant to:

(i) Subsections 6.1 (b) or (c). The terminating Party shall pay to the non-terminating Party the Breakup Fee.

(ii) Subsections 6.1 (c) or (d). The breaching Party shall pay to the non-breaching Party the Breakup Fee.

The Parties agree that the foregoing provisions and the Breakup Fee are fair and reasonable in light of the anticipated or actual harm caused by termination covered by this Section 6.2, and reflect a reasonable assessment of the difficulties of proof of loss and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy. Notwithstanding anything in this Agreement to the contrary, in the event that the Breakup Fee is paid, then payment of the Breakup Fee shall be the non-paying Party's sole and exclusive remedy as liquidated or any other type of damages for any and all losses or damages of any nature against the other Party and its former, current and future commissioners, directors, officers, employees, agents, shareholders, affiliates and assignees and each former, current or future commissioner, director, officer, employee, agent, shareholder, affiliate or assignee of any of the foregoing in respect of this Agreement and the transactions contemplated hereby, including for any loss or damage suffered as a result of the termination of this Agreement, the failure to consummate the transactions contemplated by this Agreement or for a breach or failure to perform hereunder or otherwise, and upon payment of such Breakup Fee the paying Party shall have no further liability or obligation relating to or arising out of this Agreement or the transactions contemplated hereby.

#### ARTICLE 7 SURVIVAL

**7.1 Survival.** Sections 6.2, 8.1 and the representations and warranties contained in this Agreement, including those set forth in Article 3, and in the other Transaction Documents shall survive Closing.

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**ARTICLE 8  
MISCELLANEOUS**

**8.1 Expenses.** Except as otherwise expressly provided in this Agreement, each Party shall bear its expenses incurred in connection with the preparation and performance of the Transaction Documents and the Contemplated Transactions, including all fees and expenses of counsel. **Notices.** All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly delivered and received (a) when delivered personally or (b) one business day after being sent by a nationally recognized overnight delivery service (charges prepaid), in each case to the appropriate physical addresses set forth below (or to such other physical addresses as a Party may designate by notice in writing to the other Parties):

If to County: Camden County  
330 US-158  
Camden, NC 27921  
Attn: County Manager

with copy to: The Twiford Law Firm, P.C.  
(which copy shall not constitute notice) 203 North Road Street  
Elizabeth City, NC 27907-0099  
Attn: Mr. John Morrison

If to Seller: South Mills Water Association, Incorporated  
103 Halsehead Street  
South Mills, NC 27960-0729  
Attn: Board President

with copy to: Ward and Smith, P.A.  
(which copy shall not constitute notice) 1001 College Court  
New Bern, NC 28562  
Attn: Juanita Norman

**8.3 Entire Agreement, Amendments and Waivers.** This Agreement constitutes the entire agreement and supercedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. This Agreement may be amended only by a written instrument signed by all Parties expressly stating that such instrument is intended to amend this Agreement. A Party's failure or delay in exercising any right, power or privilege under this Agreement or the other Transaction Documents will not operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. A waiver by any Party of any term or condition of this Agreement in any one instance shall not be deemed or construed to be a waiver of such term or condition in any other instance in the future (whether similar or dissimilar) or of any subsequent breach hereof.

**8.4 Time of Essence.** Each Party agrees that, with regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

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**8.5 Assignments, Binding Nature and No Third Party Rights.** Neither this Agreement nor any of the rights, liabilities or obligations hereunder may be assigned or delegated by either Party without the prior written consent of the other Party. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. No such assignment shall release the assigning Party from any liability or obligation under this Agreement without the prior written consent of the other Party. Any such assignment made in breach of this Section 8.5 will be void and of no force or effect. (a) Nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties any legal or equitable right, remedy or claim under or with respect to this Agreement and (b) this Agreement and all of its terms and conditions are for the sole and exclusive benefit of the Parties and their successors and permitted assigns.

**8.6 Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**8.7 Governing Law.** This Agreement and all matters arising out of or in connection with this Agreement and its Exhibits and Schedules (whether arising in contract, tort, equity or otherwise), including the construction and interpretation thereof, shall be governed by the Laws of the State of North Carolina without regard to conflicts of laws principles.

**8.8 Electronic Signature.** This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. This Agreement may be executed by one or more facsimile signatures, or signatures transmitted by other electronic means (including via e-mail in a .pdf copy). The Parties agree that any signature, whether it be electronic, digital or a .pdf copy of a manual signature, is intended to authenticate this Agreement and shall have the same effect as a manual or original signature.

**8.9 Construction and Interpretation.** The headings of Sections and Articles in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to a "Section" or "Article" refer to the corresponding Section or Article of this Agreement, except as otherwise expressly set forth in this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. In this Agreement unless a clear contrary intention appears: (a) reference to any agreement or instrument means such agreement or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (b) "hereunder," "hereof," "herein" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision thereof; (c) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (d) the terms "dollars" and "\$" mean United States Dollars. Neither the specification of any amount nor the inclusion of any specific item or matter in any provision of this Agreement or in any Schedule or Exhibit is intended to imply that such amount, or higher or lower amount, or such item or matter, is or is not

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material. No remedy conferred herein upon or reserved to a Party is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or equity.

**8.10 Schedules and Exhibits.** The Schedules and Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof. No disclosure made on any Schedule with respect to any representation or warranty shall be deemed to disclose an exception with respect to any other representation or warranty. The disclosures made in any Schedule will be deemed disclosed for purposes of the Section or subsection of the Agreement that corresponds in number to the relevant Section or subsection of such Schedule and, except as expressly set forth in such Schedule, will not be deemed or construed as a disclosure or exception with respect to any other provision of this Agreement. No disclosure in the Schedules relating to any possible breach or violation of any agreement or Law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. In the event of any inconsistency between the statements in the body of this Agreement and those in any Schedule (other than an exception expressly set forth as such in a Schedule), the statements in the body of this Agreement will control.

**8.11 Definitions.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise:

"**Action**" means any actual claim, demand, action, cause of action, lawsuit, litigation, arbitration, inquiry, notice of violation, audit, proceeding, summons, subpoena or investigation of any kind or nature, whether at law or in equity and whether civil, criminal, administrative, regulatory or otherwise.

"**Agreement**" means this System Transfer Agreement, together with the Exhibits and the Schedules attached hereto, as amended from time to time.

"**Assumed Contracts**" means the contracts listed on Schedule 1.1(a)(v).

"**Assumed Liabilities**" means (a) all obligations and liabilities of Seller arising in the Ordinary Course of Business after the Closing Date under the Assumed Contracts excluding any obligations and liabilities arising as a result of any breach or default thereof on or prior to the Closing Date; (b) all obligations and liabilities of Seller arising in the Ordinary Course of Business after the Closing Date under the Assumptions excluding any obligations and liabilities arising as a result of any breach or default thereof on or prior to the Closing Date; (c) the obligations and liabilities of Seller specifically identified on Schedule 2.7(b) with respect to the Customer Tap Fees listed on Schedule 2.7(b); and (d) all obligations and liabilities of Seller arising from all agreements and contracts with the United States Department of Agriculture.

"**Assumption Agreement**" has the meaning set forth in Section 4.4(a)(iii).

"**Cash Payment**" has the meaning set forth in Section 4.4(b)(iv).

"**Charges**" has the meaning set forth in Section 4.5.

"**Closing**" has the meaning set forth in Section 1.1.

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"**Closing Date**" has the meaning set forth in Section 1.1(c).

"**Contemplated Transactions**" means all the transactions contemplated by this Agreement and the other Transaction Documents.

"**County**" has the meaning set forth in the Preamble.

"**Customer Deposits**" means all deposits received by Seller from System customers with respect to the System services, except Customer Tap Fees.

"**Customer Tap Fee List**" has the meaning set forth in Section 2.7(b).

"**Customer Tap Fees**" means all tap fees and deposits collected by Seller from a System customer (or prospective System customer) in connection with any agreement by Seller to provide such customer with System services.

"**Customer Information**" has the meaning set forth in Section 4.9(a).

"**Customer List**" has the meaning set forth in Section 4.9(a).

"**Easements**" means all easements, rights of way, rights, privileges and appurtenances, including profits of dedication, in which Seller has any right, title or interest and which are used or held solely for use by Seller in connection with the System.

"**Effective Date**" has the meaning set forth in the Preamble.

"**Encumbrances**" means any and all liens, charges, security interests, options, claims, mortgages, pledges, proxies, voting trusts or agreements, obligations, covenants, easements, servitudes, rights of way, encroachments, understandings or arrangements or other restrictions on title or transfer of any nature whatsoever.

"**Environmental Claim**" means any Action, including any enforcement matter, investigation or notice (written or oral), by any Person alleging actual or potential liability for non-compliance, investigatory, cleanup or governmental response costs, or natural resources or property damages, or personal injuries, attorney's fees or penalties relating to (a) the presence, release, or threatened release of any Hazardous Materials at any location owned or operated by Seller, now or in the past; (b) the presence, release, or threatened release of any Hazardous Materials at any location to which Seller transported or arranged for transportation of Hazardous Materials, now or in the past; (c) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law, or (d) the release or threatened release of any Hazardous Materials by Seller.

"**Environmental Law**" means each and every Law relating to pollution, protection or preservation of human health, human safety or the environment including ambient air, surface water, ground water, land surface or subsurface strata, and natural resources, and including each law and regulation relating to emissions, discharges, releases or threatened releases of Hazardous Materials, or otherwise relating to the manufacturing, processing, distribution, use, treatment, generation, storage, containment (whether above ground or underground), disposal, transport or handling of Hazardous Materials, or the preservation of the environment or mitigation of adverse

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effects thereon and each Law with regard to, without limitation, compliance, record keeping, notification, disclosure and reporting requirements respecting Hazardous Materials.

**"Financial Statements"** has the meaning set forth in Section 2.4.

**"Governmental Authority"** means any federal, state, local or foreign government, or any court, governmental division or department, administrative agency or commission or other governmental or quasi-governmental authority or instrumentality of any nature, domestic or foreign or any arbitral tribunal.

**"Hazardous Materials"** means chemicals; pollutants; contaminants; wastes; toxic or hazardous substances (including substances listed as hazardous under the United States Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resources Conservation Recovery Act (RCRA), and the North Carolina Inactive Hazardous Substances Act); materials and wastes; petroleum and petroleum products; asbestos and asbestos-containing materials; polychlorinated biphenyls; lead and lead-based paints and materials; and radon.

To the **"Knowledge of Seller"** (or to the **"Seller's Knowledge"**) means that the Board President is without actual knowledge after reasonable inquiry and investigation that the applicable representation or warranty is untrue.

**"Law"** means any federal, state, local, municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, regulation, rule, order or statute as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

**"Order"** means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Authority or arbitrator.

**"Ordinary Course of Business"** means, with respect to any action of Seller, that such action is taken in the ordinary course of normal, day-to-day operations of Seller and is consistent with Seller's past practices, and such term shall include any supply of water provided by County, or operation of or support for the System that may be provided by County prior to closing.

**"Party"** or **"Parties"** has the meaning set forth in the Preamble.

**"Permits"** means all permits, licenses, consents, approvals, authorizations, certificates, registrations, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

**"Permitted Encumbrances"** means as to the Real Property, Encumbrances of record (including Encumbrances securing any obligation for borrowed money or monies due).

**"Person"** means a natural person, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity or organization.

**"Purchase Price"** has the meaning set forth in Section 1.1(h)(i).

NJ-4660-1597-2022, v. 3

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**"Retained Accounts"** has the meaning set forth in Section 4.8(f).

**"System Assets"** has the meaning set forth in Section 1.1(a).

**"Real Property"** has the meaning set forth in Section 2.8(a)(i).

**"Retained Liabilities"** means all obligations and liabilities of Seller (other than the Assumed Liabilities), of any kind or nature whatsoever, whether fixed or contingent, whether known or unknown, including all obligations and liabilities of Seller arising from or relating to:

(a) any breach or default of an Assumed Contract on or prior to the Closing Date and all agreements and contracts other than Assumed Contracts;

(c) any claim by a third party made on or prior to the Closing Date;

(d) all accounts payable relating to the System incurred on or prior to the Closing Date; and

(e) any failure by Seller to comply with any Law or Order, including all penalties, fees, charges and other expenses payable before the Closing with respect thereto.

**"Schedules"** means the Schedules attached to this Agreement.

**"Seller"** has the meaning set forth in the Preamble.

**"State"** shall mean North Carolina.

**"System"** has the meaning set forth in the Preamble.

**"System Assets"** has the meaning set forth in Section 1.1(a).

**"Third Party Claim"** has the meaning set forth in Section 1.1(a)(i).

**"Transaction Document"** means this Agreement, the certificates, agreements, instruments and documents delivered by a Party pursuant to Section 4.4 and all other certificates, agreements, instruments and documents executed and delivered by a Party in accordance with this Agreement.

*[The remainder of this page is blank. Signature page follows.]*

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#### WORKING DRAFT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COUNTY:

CAMDEN COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SELLER:

SOUTH MILLS WATER ASSOCIATION,  
INCORPORATED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President

NJ-4660-1597-2022, v. 3

*Signature Page to the Asset Purchase Agreement*

#### Exhibits

1. Exhibit A: Bill of Sale
2. Exhibit B: Deeds
3. Exhibit C: Assumption Agreement
4. Exhibit D: Form of Assignment of Easements

NJ-4660-1597-2022, v. 3

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Schedules

1. Schedule 1.1(a)(i): System Assets - water tanks and other pipes, drains, towers and lines
2. Schedule 1.1(a)(ii): System Assets - equipment
3. Schedule 1.1(a)(iii): System Assets - materials
4. Schedule 1.1(a)(iv): Transferable Permits
5. Schedule 1.1(a)(v): Assumed Contracts
6. Schedule 2.4: Financial Statements
7. Schedule 2.7(a): Maps
8. Schedule 2.7(b): Customer Tap Fee List
9. Schedule 2.8(a)(i): Real Property
10. Schedule 2.8(b)(i): Easements & Rights of Way
11. Schedule 2.9: Permits
12. Schedule 2.10(a): Sufficiency of Assets
13. Schedule 2.11(a): Environmental Permits
14. Schedule 2.11(e)(i): Disposal of Hazardous Materials
15. Schedule 2.11(c)(ii): Transferred underground storage tanks
16. Schedule 2.17: USDA Agreements
17. Schedule 4.5: Pro-rated Charges

N13-0000-1097-2022, v.3

3

Attorney Morrison added for the public's benefit and information, that this agreement conveys all assets of South Mills Water Association to the County for \$1.

**Motion to authorize the County Manager, in consultation with the County Attorney, to enter into the process for the system transfer and purchase of the South Mills Water Association and authorize the County Manager to sign the final sales agreement.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Tiffany White
<b>AYES:</b>	Ross Munro, Troy Leary, Randy Krainiak, Sissy Aydlett, Tiffany White

F. Williams Brothers Farms Proposed Lease – Erin Burke

South Mills Water Association has for many years leased its vacant land to Williams Brothers Farms on a year-to-year basis. The current term ends December 31, 2023. The tenant has requested a renewal for 2024. As the potential new owner of the property, the Board will consider the intent of the County to renew the lease for an additional year.

**Motion to authorize the County Manager, in consultation with the County Attorney and upon taking ownership of the property, to enter into a one-year lease with Williams Brothers Farms to match terms currently in place per the existing agreement.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Ross Munro
<b>AYES:</b>	Ross Munro, Troy Leary, Randy Krainiak, Sissy Aydlett, Tiffany White

G. Lease Renewal of County Property (390 US 158) – Erin Burke

The Board will consider a lease renewal of county-owned property located at 390 US 158 to Pasquotank River Yacht Club, Inc. for a term of five years. In consideration of the lease, Pasquotank River Yacht Club, Inc. will pay the county an annual rent of \$3,600.00.

**Motion to authorize the County Manager, in consultation with the County Attorney, to enter into a five-year lease renewal with Pasquotank River Yacht Club, Inc. effective January 1, 2024.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Ross Munro
<b>AYES:</b>	Ross Munro, Troy Leary, Randy Krainiak, Sissy Aydlett, Tiffney White

H. Lease Renewal of County Property (151 Gumberry Road) – Erin Burke

The Board will consider a lease renewal of the county-owned property located at 151 Gumberry Road to Success Academy for 3's and 4's for a term of five years. In consideration of the lease, Success Academy for 3's and 4's will pay the county a monthly rent of \$1,980.00.

**Motion to authorize the County Manager, in consultation with the County Attorney, to enter into a five-year lease agreement renewal with Success Academy for 3's and 4's effective January 1, 2024.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Troy Leary
<b>AYES:</b>	Ross Munro, Troy Leary, Randy Krainiak, Sissy Aydlett, Tiffney White

## **ITEM 8. BOARD APPOINTMENTS**

A. Parks & Recreation Advisory Board – Appointment of Jill Inscore

**Motion to appoint Jill Inscore to the Parks & Recreation Advisory Board.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Tiffney White
<b>AYES:</b>	Ross Munro, Troy Leary, Randy Krainiak, Sissy Aydlett, Tiffney White

## **South Camden Water & Sewer District Board of Directors**

Chairman Munro recessed the Board of Commissioners and called to order the South Camden Water & Sewer District Board of Directors Meeting.

Public Comments – None

Consideration of the Agenda

**Motion to approve the agenda as presented.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Tiffney White
<b>AYES:</b>	Tiffney White, Ross Munro, Randy Krainiak, Troy Leary, Sissy Aydlett

New Business

## A. Monthly Report – Chuck Jones

South Camden Water & Sewer Board

Monthly Work Order Statistics Report

Period: October 2023

	Submitted Work Orders	Completed Work Orders	Percentage Completed	Status of Uncompleted Work Orders
Water/Distribution	129	129	100%	0
Sewer/Collection	1	1	100%	0

Collections/Distribution

Water line locates	46
Sewer line locates	7
Water & Sewer locates same ticket	3
Hydrants tested	0
New services installed	2

Water Treatment

Total water treated	16 221 852 gallons
Daily average	523 286 gallons per day (73% of capacity)
Current capacity	720 000 gallons per day

Waste Water Treatment

Facility	Gallons per day	Permitted Capacity
South Mills WWTP	12 336 gallons per day	100 000 gallons per day (12% Capacity)
Courthouse Area WWTP	28 975 gallons per day	50 000 gallons per day (58% Capacity)

Ten work orders have been reviewed for accuracy.

SOUTH CAMDEN WATER & SEWER BOARD										
MONTHLY WATER STATISTICS REPORT										
Date	Work Orders Submitted	Percentage Complete	Uncompleted	Water / Distribution	Sewer / Collection	Water Locates	Sewer Locates	Water / Sewer Locate	Hydrant Flow Test	New Svc Installed
2021										
Sept	120	100%	0%	119	1	77	15	0	0	3
Oct	95	100%	0%	93	0	64	15	2	0	0
Nov	72	100%	0%	72	0	37	0	2	0	2
Dec	86	100%	0%	85	1	43	8	7	0	0
2022										
Jan	90	100%	0%	89	1	96	6	6	0	0
Feb	108	100%	0%	108	0	73	5	4	0	0
March	90	100%	0%	89	1	64	7	6	0	1
April	82	100%	0%	81	1	74	13	4	0	5
May	95	100%	0%	94	1	58	11	2	0	1
June	127	100%	0%	126	1	87	8	4	0	2
July	121	100%	0%	120	1	73	13	11	0	1
August	129	100%	0%	128	1	39	6	5	3	1
Sept	96	100%	0%	95	1	82	10	4	8	0
Oct	84	100%	0%	84	0	110	8	7	5	1
Nov	76	100%	0%	76	0	76	5	8	6	2
Dec	86	100%	0%	86	0	73	1	4	5	0
2023										
Jan	87	100%	0%	87	0	106	12	6	0	0
Feb	73	100%	0%	72	1	59	7	17	0	3
March	74	100%	0%	74	0	92	1	2	5	4
April	80	100%	0%	80	0	68	2	2	0	2
May	89	100%	0%	88	1	204	3	7	0	2
June	90	100%	0%	87	3	20	1	3	0	1
July	65	100%	0%	64	1	54	3	17	0	0
August	57	100%	0%	57	0	91	10	10	0	0
Sept	63	100%	0%	62	1	5	1	47	0	1
Oct	130	100%	0%	129	1	46	7	3	0	2

SOUTH CAMDEN WATER & SEWER DISTRICT MONTHLY WATER REPORT														
month	active meters	work orders	locates	new serv	gallons sold meters water	tap fees	total collected	gallons sold meters sewer Core	sewer collected Core	sewer cust Core	gallons sold meters sewer S. Mills	sewer collected S. Mills	sewer cust S. Mills	
2021														
January	2,229	102	107	1	14,409,048	\$8,000.00	\$129,184.92	527,020	\$7,987.76	54	291,760	\$3,098.79	88	
February	2,232	87	108	3	12,472,543	\$28,000.00	\$160,585.13	551,050	\$8,593.99	54	228,970	\$3,738.52	89	
March	2,240	86	152	1	12,047,251	\$12,000.00	\$150,411.28	503,510	\$8,656.06	54	208,440	\$3,597.83	89	
April	2,251	65	139	5	14,759,968	\$66,833.00	\$192,635.30	565,960	\$9,257.62	54	201,240	\$3,348.69	89	
May	2,256	88	115	2	15,271,509	\$4,000.00	\$141,268.11	617,470	\$9,195.13	54	322,120	\$3,572.33	90	
June	2,261	101	92	2	15,376,790	\$4,000.00	\$153,214.83	523,050	\$9,215.37	54	261,700	\$3,274.74	89	
July	2,272	87	104	0	14,246,240	\$98,967.00	\$243,922.11	500,330	\$9,368.09	54	236,290	\$3,936.63	90	
August	2,276	89	125	4	17,838,990	\$4,000.00	\$139,706.73	531,930	\$7,445.29	54	455,480	\$4,238.87	90	
September	2,283	120	92	3	13,813,320	\$16,000.00	\$174,303.27	619,170	\$7,978.48	54	418,660	\$3,268.90	90	
October	2,287	95	81	0	14,815,201	\$0.00	\$127,114.75	1,196,860	\$9,904.44	54	315,360	\$3,746.87	90	
November	2,293	72	39	2	13,763,517	\$3,500.00	\$145,643.68	770,130	\$16,643.68	54	264,430	\$6,370.61	89	
December	2,298	86	58	0	13,930,906	\$0.00	\$145,160.49	761,500	\$12,600.22	54	286,870	\$4,002.82	90	
2022														
January	2,298	90	108	0	13,739,659	\$4,000.00	\$136,306.83	555,880	\$11,704.03	55	244,676	\$3,781.90	89	
February	2,299	108	82	0	12,108,415	\$2,500.00	\$135,512.42	589,080	\$9,851.08	55	234,674	\$3,980.47	89	
March	2,275	90	77	1	12,047,251	\$65,667.00	\$194,073.56	503,510	\$7,234.28	54	237,641	\$3,557.94	87	
April	2,320	82	91	5	22,574,098	\$8,000.00	\$117,609.55	716,960	\$10,988.75	54	257,949	\$3,588.01	88	
May	2,328	95	71	1	13,617,980	\$16,000.00	\$160,306.33	674,480	\$13,045.03	54	269,770	\$3,335.55	89	
June	2,334	126	91	2	16,466,975	\$35,700.00	\$166,905.67	624,410	\$8,810.69	56	267,930	\$3,404.49	88	
July	2,339	121	97	1	16,136,579	\$500.00	\$142,712.18	542,530	\$11,113.40	56	253,630	\$3,135.85	91	
August	2,345	129	50	1	14,628,312	\$4,300.00	\$155,258.49	523,100	\$8,497.51	56	280,139	\$4,187.02	91	
Sept	2,346	96	96	0	15,285,732	\$8,000.00	\$149,488.63	2,346	\$8,986.17	56	293,411	\$3,618.25	91	
Oct	2,349	84	125	1	14,538,209	\$16,300.00	\$159,619.57	738,250	\$10,157.62	56	312,640	\$3,676.01	90	
Nov	2,351	78	89	2	13,309,510	\$12,200.00	\$154,779.18	777,510	\$10,759.43	56	282,225	\$4,064.97	90	
Dec	2,354	86	78	0	12,132,198	\$300.00	\$144,828.03	723,210	\$14,333.64	56	273,925	\$4,131.12	90	
2023														
January	2,352	87	124	0	24,185,560	\$77,001.00	\$207,841.11	625,700	\$11,788.69	56	356,585	\$3,805.19	89	
Feb	2,362	73	83	3	12,828,862	\$16,300.00	\$143,633.26	759,740	\$8,371.22	57	189,330	\$4,049.99	89	
March	2,365	74	95	4	12,465,862	\$13,967.00	\$152,264.00	669,430	\$12,870.57	58	178,400	\$4,262.81	85	
April	2,372	80	74	2	13,002,292	\$16,200.00	\$149,165.83	823,450	\$11,612.19	58	305,060	\$3,368.05	85	
May	2,375	89	204	2	13,361,244	\$14,467.00	\$158,428.61	606,290	\$11,070.58	60	217,790	\$2,669.83	85	
June	2,381	90	24	1	20,802,455	\$28,100.00	\$168,578.13	689,200	\$11,199.22	60	234,090	\$3,817.58	85	
July	2,390	65	74	0	22,567,978	\$4,000.00	\$185,382.89	621,528	\$10,979.56	59	269,370	\$3,636.70	84	
August	2,392	57	111	1	18,177,536	\$17,667.00	\$144,487.45	632,482	\$9,869.06	61	279,490	\$3,222.69	82	
Sept	2,398	63	53	1	26,509,735	\$8,000.00	\$156,868.21	811,834	\$10,510.54	61	273,090	\$3,915.30	82	
Oct	2,397	130	56	2	12,881,724	\$0.00	\$166,859.48	189,613	\$14,027.26	60	315,820	\$3,828.18	82	

2023 SMWA USAGE												
Date	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	146,000	114,000	127,500		143,100	163,900	195,200	207,400	186,067			
2	144,000	45,000	130,400		136,800	165,167	195,200	229,300	186,067	198,500		
3	166,000	153,334	146,000	142,400	121,200	165,167	160,600	256,600	186,067	196,500		
4	122,400	153,333	146,000	150,600	130,000	165,166	160,600	227,100	278,600	189,500		
5	141,000	153,333	146,000	118,800	130,000	173,900	150,300	227,100	232,000	177,300		
6	140,334	176,800	145,000	149,900	130,000	173,800	153,600	227,100	249,000	220,567		
7	140,333	178,200	133,000	160,967	130,000	152,000	162,067	207,800	212,200	220,567		
8	140,333	132,900	123,000	160,967	156,300	146,000	162,067	186,800	212,067	220,567		
9	142,000	118,000	131,000	160,967	187,900	207,600	162,067	200,200	212,067	194,600		
10	133,000	131,134	144,334	114,300	163,400	207,600	156,400	225,200	212,067	188,200		
11	128,000	131,133	144,333	123,500	156,800	207,600	160,000	233,000	200,000	168,600		
12	124,000	131,133	144,333	182,400	187,934	160,200	163,300	233,000	190,900	182,700		
13	143,000	81,100	127,600	172,800	187,933	157,800	167,900	233,000	180,700			
14	143,000	117,500	143,500	173,534	187,933	172,200	216,234	276,800	185,800			
15	143,000	124,800	124,600	173,533	161,000	158,000	216,233	195,800				
16	149,000	125,800	112,400	173,533	146,500	184,667	216,233	215,800		218,800		
17	124,800	143,967	148,600	46,300	164,300	184,667	180,500	194,900		150,900		
18	132,100	143,967	148,600	162,700	129,900	184,667	163,700	233,267	190,100	181,300		
19	137,200	143,966	148,600	163,300	129,900	159,300	185,900	233,267	203,400	192,200		
20	134,634	124,900	133,400	164,800	129,900	151,500	188,800	233,267	196,100	200,234		
21	134,633	133,700	146,800	171,400	129,900	171,816	230,400	205,800	166,300	200,233		
22	134,633	180,000	149,500	171,400	173,000	134,000	230,400	309,800	207,167	200,233		
23	139,400	104,450	117,500	171,400	149,200	163,433	230,400	203,800	207,167	176,800		
24	88,400	104,450	155,634	138,200	177,000	163,433	173,700	204,800	207,167	178,800		
25	165,000	104,450	155,633	222,200	149,000	163,433	210,700	248,200	178,700	199,300		
26	94,000	104,450	155,633	134,700	143,467	170,700	211,200	248,200	217,200	186,000		
27	150,800	137,100	134,500	143,000	143,467	165,600	221,600	248,199	178,900	208,567		
28	150,800	116,000	135,200	106,967	143,466	139,300	263,567	222,900	153,800	208,566		
29	150,800		123,800	106,966	221,300	158,700	263,567	225,500	167,654	208,566		
30	175,900		125,600	106,966	136,600		263,567	244,300	167,653	180,400		
31	69,800		123,000					189,700				
TOTAL	4,228,300	3,608,900	4,271,000	4,168,500	4,577,200	4,871,316	5,816,002	7,027,900	5,364,910	5,048,500		
Average	136,397	128,889	137,774	148,875	152,573	167,976	193,867	226,706	198,700	194,173		
Maximum	175,900	180,000	155,634	222,200	221,300	207,600	263,567	309,800	278,600	220,567		



**2023 High Service Pump Flows**

Month	Monthly Total	Average Daily Use
January 2023	14,795,679	.477,280
February 2023	12,740,740	.455,026
March 2023	14,196,970	.457,967
April 2023	15,392,856	.513,095
May 2023	16,904,868	.545,318
June 2023	16,369,481	.545,649
July 2023	17,157,000	.553,452
August 2023	19,923,228	.642,685
September 2023	17,403,336	.580,111
October 2023	16,221,852	.523,286
November 2023		
December 2023		
Yearly Totals		

**Motion to approve the monthly report as presented.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Tiffney White
<b>AYES:</b>	Ross Munro, Troy Leary, Randy Krainiak, Sissy Aydlett, Tiffney White

Mr. Jones gave the following update on the status of the well project:

- As of Friday, December 1<sup>st</sup>, 124 linear feet of the raw water transmission had been installed.
- Started at the valve near the County's well and are working towards the new well site.
- Project is moving forward rapidly.

Upon inquiry from Chair Munro, Manager Burke stated that the County was granted a \$10 million from the state for water and sewer projects.

**Motion to adjourn South Camden Water & Sewer Board of Directors.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Randy Krainiak
<b>AYES:</b>	Ross Munro, Troy Leary, Randy Krainiak, Sissy Aydlett, Tiffney White

Chairman Munro adjourned the South Camden Water & Sewer Board of Directors and reconvened the Board of Commissioners.

**ITEM 9. CONSENT AGENDA**

- A. BOC Meeting Minutes – November 6, 2023 Meeting Minutes on file in the Clerk to the Board's office as well as the County website; incorporated herein by reference.

## B. Budget Amendments

2023-24-BA018

CAMDEN COUNTY BUDGET AMENDMENT

BE IT ORDAINED by the Governing Board of the County of Camden, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024.

Section 1. To amend the General Fund as follows:

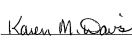
ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
<b>Revenues</b>			
10399400-439900	Fund Balance Appropriated	\$3139	
<b>Expenses</b>			
106110-502000	Salaries	2500	
106110-505000	FICA	191	
106110-507000	Retirement	323	
106110-507100	401(k) Retirement	125	

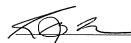
This Budget Amendment is made to appropriate funds from Fund Balance Appropriated to increase the Salaries and benefits expense line.


This will result in no change to the Contingency of the General Fund.

Balance in Contingency \$40,000.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this 4<sup>th</sup> day of December, 2023.

  
Clerk to Board of Commissioners

  
Chair, Board of Commissioners



2023-24-BA019

CAMDEN COUNTY BUDGET AMENDMENT

BE IT ORDAINED by the Governing Board of the County of Camden, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024.

Section 1. To amend the General Fund as follows:

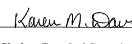
ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
<b>Revenues</b>			
10399400-439900	Fund Balance Appropriated	\$2,140,474	
<b>Expenses</b>			
105450-504004	Professional Services	2,140,474	

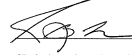
This Budget Amendment is made to appropriate funds from Fund Balance Appropriated to increase the Professional Services expense line for the well and wastewater lines.


This will result in no change to the Contingency of the General Fund.

Balance in Contingency \$40,000.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this 4<sup>th</sup> day of December, 2023.

  
Clerk to Board of Commissioners

  
Chair, Board of Commissioners



2023-24-BA020

CAMDEN COUNTY BUDGET AMENDMENT

BE IT ORDAINED by the Governing Board of the County of Camden, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024.

Section 1. To amend the General Fund as follows:

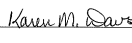
ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
<b>Revenues</b>			
10340490-435001	Stormwater Fees	\$28,418.25	
<b>Expenses</b>			
104900-503200	Stormwater Escrow	28,418.25	


This Budget Amendment is made to appropriate funds from Stormwater Revenues to the Miscellaneous expense line.


This will result in no change to the Contingency of the General Fund.

Balance in Contingency \$40,000.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this 4<sup>th</sup> day of December, 2023.

  
Clerk to Board of Commissioners

  
Chair, Board of Commissioners



## C. Pickups, Releases &amp; Refunds

NAME	REASON	NO.
Caleb Reh Whitmire	Turned In Plates - Total Loss - Refund \$179.22	Pick-up/23537 69754920
Sprint Wireless	Should have been deleted - Release \$399.67	Pick-up/23541 U-188163-2023
Suzanne Cuthrell Berry	Roll back taxes - Pick-up \$142.59	Pick-up/23544 R-126108-2020 R-133537-2021 R-155854-2022 R-163148-2023
Tommy Ba Dao	Over assessed, double wide, not a modular - Refund \$460.11	Pick-up/23545 R-165887-2023
Trevor Juwan Carr	Turned in Plates - Refund \$111.34	Pick-up/23547 67155825
Damon A. Frazier	Correction - house on wrong parcel - Adjustment \$4,461.73	Pick-up/23550 R-166097-2023
Damon A. Frazier	Correction - house on wrong parcel - Adjustment \$2,948.24	Pick-up/23551 R-166096-2023
Christine Marie Vestal	Turned in Plates - Refund \$158.03	Pick-up/23552 66823505
John James Gordon	House unlivable per Robert - Adjustment \$497.57	Pick-up/23555 R-161306-2023
Camden Square Associates	Value Adjustment Per Army Corp Engineer's report \$526.25	Pick-up/23556 R-160919-2023

## D. Refunds Over \$100

ACS Tax System 11/27/23 9:44:18	<b>REFUNDS OVER \$100.00</b>	CAMDEN COUNTY	Page 1
Refunds to be Issued by Finance Office			
Refund\$	Remit To:	Reference:	Drawer/Transaction Info:
106.96	CORELOGIC CENTRALIZED REFUNDS P.O. BOX 9202 COPPELL TX 750199760	2023 R 01-7071-00-83-2804.0000	20231108 2 276384
4,598.72	CORELOGIC CENTRALIZED REFUNDS PO BOX 9202 COPPELL TX 750199760	2023 R 03 8952 02 55 0323.0000	20231115 2 276513
100.00	CORELOGIC CENTRALIZED REFUNDS PO BOX 9202 COPPELL TX 750199760	2023 R-161369 AND R-164177 OVERPAYMENT - SEPTIC FEES	20231117 2 276571
2,181.15	CORELOGIC CENTRALIZED REFUNDS PO BOX 9202 COPPELL TX 750199760	2023 R 03 8953 03 13 9744.0000	20231115 2 276518
7,493.48	LENETA, LLC-ATTN: CENTRAL REFUNDS 901 CORPORATE CENTER DRIVE FONONA CA 91798	2023 - PLEASE SEE SUMMARY OVERPAYMENT-R-161267/R-165917	20231117 2 276597
2,895.51	WELLS FARGO REAL ESTATE TAX RTN: REFUNDS- P.O. BOX 14506 DES MOINES IA 503069395	03-8943-30-26-5770-0000 OVERPAYMENT - R-0167356-2023	20231103 2 276276
17,375.82	Total Refunds	***	
Submitted by <u>Lisa S. Anderson</u> Date <u>11-27-23</u> Lisa S. Anderson, Tax Administrator Camden County			
Approved by <u>Ross B. Munro</u> Date <u>12-4-23</u> Ross B. Munro, Chair Camden County Board of Commissioners			

ACS Tax System 11/27/23 14:34:21	<b>REFUNDS OVER \$100.00</b>	CAMDEN COUNTY	Page 1
Refunds to be Issued by Finance Office			
Refund\$	Remit To:	Reference:	Drawer/Transaction Info:
460.11	DAO, TOMMY BA 183 VERBENA DRIVE CLAYTON NC 27520	2023 R 03-8889-00-97-\$243.0000	20231127 99 276711
497.57	GORDON, JOHN JAMES 168 SHARON CHURCH ROAD SOUTH MILLS NC 27976	2023 R 01-7091-00-01-2802.0000	20231127 99 276713
957.68	Total Refunds	***	
Submitted by <u>Lisa S. Anderson</u> Date <u>11-27-23</u> Lisa S. Anderson, Tax Administrator Camden County			
Approved by <u>Ross B. Munro</u> Date <u>12-4-23</u> Ross B. Munro, Chair Camden County Board of Commissioners			





## G. 2024-2025 Annual Budget &amp; CIP Calendar

CAMDEN COUNTY FISCAL YEAR 2024-2025 ANNUAL BUDGET & CIP CALENDAR			CAMDEN COUNTY FISCAL YEAR 2024-2025 ANNUAL BUDGET & CIP CALENDAR		
DATE	PROCEDURE	ACTION BY	DATE	PROCEDURE	ACTION BY
January 19	Budget Officer & Finance Officer meet at 9 am to discuss this year's priorities	County Manager Finance Officer	April 25 - May 3	Compile Budget Document & Budget Message for presentation to Commissioners	County Manager Finance Officer
February 16	Board of Commissioner's Retreat to discuss this year's priorities	Budget & Finance Officer Bd. Of Commissioners	May 6	Set Public Hearing on Budget (C.S. 159-12(A)) & Public Hearing on CIP (Not statutorily required)	Clerk to Board
Week of Feb 19	Budget Workbooks Available for Department Heads and County Agencies to pick up	County Manager Finance Officer	May 7	Budget Work Session (Library, 1 pm)	Board of County Commissioners
March 8	All 2024-2025 Capital Improvement Plan (CIP) requests are due to County Manager's Office	Department Heads Bd. Of Education	May 8	Review Budget Requests with Department Heads as requested by Budget Officer	County Manager Finance Officer
March 22	Deadline to submit New Position Requests and Other Position Changes for FY24-25 to Personnel & Finance Office	Department Heads	May 17	Budget & CIP Available to BOC/Public. Advertise Budget & CIP available to Public (Publication date: May 17)	County Manager Clerk to Board
March 22	All Final Budget Requests from County Departments, Fire Districts and Non-County Organizations due in Manager's office by 5:00 P.M. (C.S. 159-10)	Department Heads, Fire Districts & Non-County Organizations	June 3	Public hearing(s) on FY 24-25 Budget (& CIP) (7pm)	Board of County Commissioners
April 3-5	County Manager & Finance Officer to meet with Department Heads if needed	County Manager Department Heads	June 3	Consideration of Budget Ordinance (C.S. 159-13(A)) & Consideration of CIP (7pm)	Board of County Commissioners
April 4	Estimated Tax Valuation Due	Tax Administrator	June 10	Adoption of Budget Ordinance & Adoption of CIP if not approved June 3 (7pm)	Board of County Commissioners
April 10	Budget, Finance & CIP Work Session, 1 pm (Library)	County Manager Bd of Commissioners Tax Administrator	June 17	Special Meeting to adopt budget if needed	Board of County Commissioners
April 10	Revenue Estimates Due	Finance Officer	June 24	File Copies of Adopted Budget with County Finance Officer and Clerk (C.S. 159-13(d))	Budget Officer
April 19	Camden County Board of Education's Final Proposed Budget due to County Manager	School Board			
April 19	Compile Budget Requests & deliver to County Manager	Finance Officer			
April 22-23	Review and Analyze Budget Requests	County Manager			
April 24	Budget Meeting, 9 am	County Manager Finance Officer			

- 1 -

- 2 -

**Motion to approve the Consent Agenda as presented.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Tiffany White
<b>AYES:</b>	Ross Munro, Troy Leary, Randy Krainiak, Sissy Aydtlett, Tiffany White

#### ITEM 10. COUNTY MANAGER'S REPORT

County Manager Erin Burke included the following in her report:

- Auditor's report expected in January.
- Pre-qualification from USDA received to start the loan process for the new high school.
- Updated progress reports on the new high school are published on the high school web site.
- Next High School Steering Committee Meeting upcoming.
- Attended regularly-scheduled monthly meetings in November.

#### ITEM 11. COMMISSIONERS' REPORTS

Commissioner White

- South Camden Volunteer Fire Department is sponsoring *Cookies with Santa* on December 10<sup>th</sup>, 1:00 – 3:00 PM.
- "More in the Basket" for Seniors to be held on December 7<sup>th</sup>, 10 AM at the Camden County Center for Active Adults.
- Thank you to South Mills Volunteer Fire Department for organizing the Christmas Parade.

Commissioner Krainiak

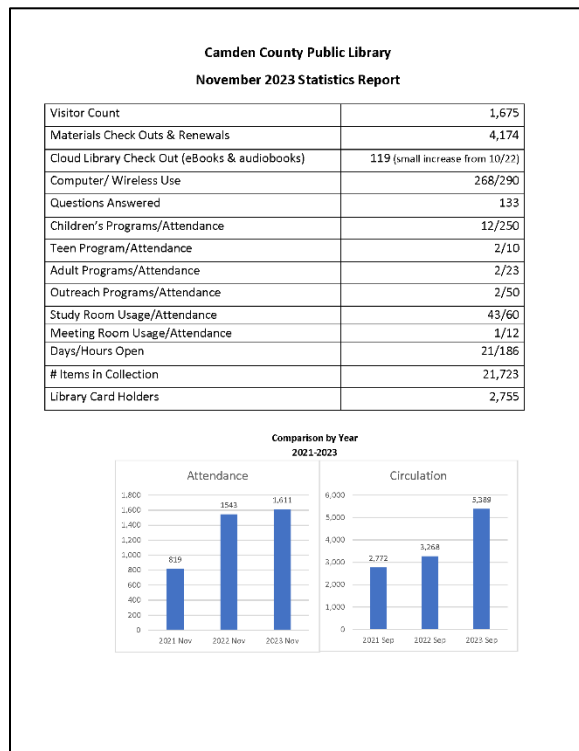
- Appreciation and a job well done to everyone involved in the 2023 South Mills Christmas Parade.

Commissioner Aydtlett

- Camden County Tree Lighting
- Attended ARHS Christmas Party
- A lot of hard work going into getting EMS up and going.

**ITEM 12. INFORMATION, REPORTS & MINUTES FROM OTHER AGENCIES**

Provided for information only – no action taken.

**A. Library Report****B. Register of Deeds Report**

Camden County Register of Deeds: Tammie Krauss  
October 2023 Daily Deposit

DATE	NC CHILD TRUST	NC DOM. VIO. FUND	STATE REV. STAMPS	COUNTY REV. STAMPS	RETIREMEN	AUTO FUND	STATE TREASURY	ROD GENERAL	TOTAL
10/2/2023	\$ -	\$ -	\$ 78.40	\$ 81.60	\$ 4.83	\$ 27.78	\$ 49.60	\$ 239.79	\$ 482.00
10/3/2023	\$ -	\$ -	\$ -	\$ -	\$ 2.06	\$ 12.15	\$ 18.60	\$ 104.19	\$ 137.00
10/4/2023	\$ -	\$ -	\$ -	\$ -	\$ 1.14	\$ 6.89	\$ 6.20	\$ 61.77	\$ 76.00
10/5/2023	\$ -	\$ -	\$ 78.40	\$ 81.60	\$ 3.81	\$ 20.69	\$ 43.40	\$ 186.10	\$ 414.00
10/6/2023	\$ 10.00	\$ 60.00	\$ 468.44	\$ 487.56	\$ 5.37	\$ 27.34	\$ 24.80	\$ 230.49	\$ 1,314.00
10/9/2023	\$ -	\$ -	\$ -	\$ -	\$ 1.57	\$ 9.01	\$ 12.40	\$ 81.02	\$ 104.00
10/10/2023	\$ 5.00	\$ 30.00	\$ 533.12	\$ 554.88	\$ 6.60	\$ 36.98	\$ 31.00	\$ 327.42	\$ 1,525.00
10/11/2023	\$ -	\$ -	\$ 357.21	\$ 371.79	\$ 2.84	\$ 16.03	\$ 31.00	\$ 139.13	\$ 918.00
10/12/2023	\$ -	\$ -	\$ 357.70	\$ 372.30	\$ 4.05	\$ 22.79	\$ 43.40	\$ 199.76	\$ 1,000.00
10/13/2023	\$ 5.00	\$ 30.00	\$ -	\$ -	\$ 0.90	\$ 2.41	\$ -	\$ 21.69	\$ 60.00
10/16/2023	\$ 5.00	\$ 30.00	\$ -	\$ -	\$ 1.20	\$ 4.39	\$ -	\$ 39.41	\$ 80.00
10/17/2023	\$ -	\$ -	\$ 78.89	\$ 82.11	\$ 2.43	\$ 13.48	\$ 24.80	\$ 121.29	\$ 323.00
10/18/2023	\$ -	\$ -	\$ -	\$ -	\$ 2.34	\$ 14.04	\$ 18.60	\$ 121.02	\$ 156.00
10/19/2023	\$ -	\$ -	\$ 702.17	\$ 730.83	\$ 5.70	\$ 32.91	\$ 55.80	\$ 285.59	\$ 1,813.00
10/20/2023	\$ -	\$ -	\$ -	\$ -	\$ 2.13	\$ 12.02	\$ 24.80	\$ 103.05	\$ 142.00
10/23/2023	\$ -	\$ -	\$ 186.20	\$ 193.80	\$ 2.25	\$ 11.68	\$ 31.00	\$ 105.07	\$ 530.00
10/24/2023	\$ -	\$ -	\$ -	\$ -	\$ 2.10	\$ 13.57	\$ 12.40	\$ 111.73	\$ 139.80
10/25/2023	\$ -	\$ -	\$ 2,786.14	\$ 2,899.86	\$ 7.29	\$ 43.63	\$ 68.20	\$ 366.88	\$ 6,172.00
10/26/2023	\$ 5.00	\$ 30.00	\$ 316.54	\$ 329.46	\$ 5.48	\$ 28.04	\$ 49.60	\$ 247.08	\$ 1,011.20
10/27/2023	\$ -	\$ -	\$ -	\$ -	\$ 1.16	\$ 6.98	\$ 6.20	\$ 62.66	\$ 77.00
10/30/2023	\$ 5.00	\$ 30.00	\$ 147.00	\$ 153.00	\$ 1.44	\$ 5.34	\$ 6.20	\$ 48.02	\$ 396.00
10/31/2023	\$ 5.00	\$ 30.00	\$ 1,004.99	\$ 1,046.01	\$ 5.79	\$ 31.74	\$ 43.40	\$ 270.07	\$ 2,437.00
<b>TOTAL</b>	<b>\$ 40.00</b>	<b>\$ 240.00</b>	<b>\$ 7,095.20</b>	<b>\$ 7,384.80</b>	<b>\$ 72.48</b>	<b>\$ 399.89</b>	<b>\$ 601.40</b>	<b>\$ 3,473.23</b>	<b>\$ 19,307.00</b>

Ledger Report Fee Distribution  
TAMMIE KRAUSS, REGISTER OF DEEDS  
Camden, NC  
Date Range From Sunday, October 01, 2023 to Tuesday, October 31, 2023

Name	Amount
NC Children's Trust Fund	\$40.00
NC Domestic Violence Fund	\$240.00
State Revenue Stamp	\$7,095.20
County Revenue Stamp	\$7,384.80
Land Transfer Fee	\$0.00
Floodplain Map Fund	\$0.00
Supplemental Retirement	\$72.48
ROD Automation Fund	\$399.89
Dept Of Cultural Resources	\$0.00
Vital Records Fund	\$0.00
State General Fund	\$0.00
State Treasurer Amount	\$601.40
ROD General Fund	\$3,473.23
 Total Distribution For Period	 \$19,307.00
 Cash Total	 \$1,147.80
Check Total	\$2,359.20
Pay Account Total	\$248.00
ACH Total	\$15,552.00
Escrow Account Total	\$0.00
Overpayment Total	\$0.00
Total Deposit For Period	\$19,307.00

Report Generated at Wednesday, November 1, 2023 8:18 AM

Page 1 of 1

### **ITEM 13. OTHER MATTERS**

None.

### **CLOSED SESSION – PERSONNEL**

**Motion to go into Closed Session to discuss personnel and to include Sheriff Jones and Chief Deputy Judd.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Tiffney White
<b>AYES:</b>	Ross Munro, Troy Leary, Randy Krainiak, Sissy Aydllett, Tiffney White

**Motion to come out of Closed Session.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Sissy Aydllett
<b>AYES:</b>	Ross Munro, Troy Leary, Randy Krainiak, Sissy Aydllett, Tiffney White

### **RECONVENE BOARD OF COMMISSIONERS**

Chairman Munro reconvened the Board of Commissioners.

**Motion to approve the creation of a Major position in the Sheriff's Office and direct the Sheriff to proceed accordingly.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Sissy Aydllett
<b>AYES:</b>	Ross Munro, Troy Leary, Randy Krainiak, Sissy Aydllett, Tiffney White

Attachment: bocminutes\_120423 (BOC Meeting Minutes)

**ITEM 14. ADJOURN**

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**Motion to adjourn.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Sissy Aydlett
<b>AYES:</b>	Ross Munro, Troy Leary, Randy Krainiak, Sissy Aydlett, Tiffney White

There being no further matters for discussion Chairman Munro adjourned the meeting at 11:00 AM.



**Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Consent Agenda**

<b>Item Number:</b>	7.B
<b>Meeting Date:</b>	January 02, 2024
<b>Submitted By:</b>	Stephanie Jackson, Finance Prepared by: Stephanie Jackson
<b>Item Title</b>	<b>Budget Amendment</b>
<b>Attachments:</b>	23-24 BA 021 Full time Meter Reader for Water (DOC)

2023-24-BA021

## CAMDEN COUNTY BUDGET AMENDMENT

**BE IT ORDAINED** by the Governing Board of the County of Camden, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024.

**Section 1. To amend the General Fund as follows:**

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Revenues			
30350720-430100	Sale of Water	\$47,642	
Expenses			
307200-502000	Salaries	31,200	
307200-505000	FICA	2,387	
307200-506000	Health	8,352	
307200-506200	Life	115	
307200-507000	Retirement	4,028	
307200-507100	401K	1,560	

**This Budget Amendment is made to appropriate funds from Sale of Water to the Salary & Benefits expense lines for a full time Meter Reader.**

This will result in no change to the Contingency of the General Fund.

Balance in Contingency \$40,000.00

**Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this 2<sup>nd</sup> day of January, 2024.**

\_\_\_\_\_  
Clerk to Board of Commissioners

\_\_\_\_\_  
Chair, Board of Commissioners

Attachment: 23-24 BA 021 Full time Meter Reader for Water (Budget Amendment)



**Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Consent Agenda**

**Item Number:** 7.C

**Meeting Date:** January 02, 2024

**Submitted By:** Lisa Anderson, Tax Administrator  
Taxes  
Prepared by: Karen Davis

**Item Title** **Pickups, Releases & Refunds**

**Attachments:** Pickups, Releases & Refunds (PDF)

[illegible]





**Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Consent Agenda**

**Item Number:** 7.D  
**Meeting Date:** January 02, 2024

**Submitted By:** Teri Smith,  
Taxes  
Prepared by: Teri Smith

**Item Title** **Refunds Over \$100.00**

**Attachments:** REFUNDS OVER \$100.00 DECEMBER, 2023 (PDF)

**Summary:** Refunds Over \$100.00 December, 2023

**Recommendation:** Review and Approve

ACS Tax System  
12/15/23 9:26:18

# REFUNDS OVER \$100.00

Refunds to be Issued by Finance Office

CAMDEN COUNTY

Page 1

Refund\$	Remit To:	Reference:	Drawer/Transaction Info:
193.30	COOPER, MICHAEL 129 BOURBON ST CAMDEN NC 27921	2023 R 02-8936-00-25-8274.0000 OVERPAYMENT R163467/2023	20231213 2 277209
113.98	ESKINS, JOHN C. 147 LAUREN LANE CAMDEN NC 27921	2023 R 03-8953-03-20-9907.0000 VALUE CHANGE R165986/2023	20231215 99 277310
4,600.33	KIRK-OLD SOUTH MILLS 417 CARATOKE HIGHWAY MOYOCK NC 27958	2023 R 01-7989-03-34-9048.0000 TRANSFERRED INCORRECTLY	20231019 1 277161
285.25	OLD MILL FARM OF CAMDEN LLC 156 CONNOR FARM RD SOUTH MILLS NC 27976	2023 P 0004082 PASQUOTANK SENT FOR US TO BILL	20231206 1 276941
1,716.00	POWELL FAMILY HOLDINGS, LLC P.O. BOX 68 SOUTH MILLS NC 27976	2023 R 01-7070-00-81-8330.0000 overpayment	20231215 1 277300
6,908.86	Total Refunds		

\*\*\*

Submitted by Lisa S. Anderson Date 12-18-23  
Lisa S. Anderson, Tax Administrator Camden County

Approved by Ross Munro Date   
Ross Munro, Chair Camden County Board of Commissioners

Attachment: REFUNDS OVER \$100.00 DECEMBER, 2023 (Refunds Over \$100.00)



**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Consent Agenda**

**Item Number:** 7.E

**Meeting Date:** January 02, 2024

**Submitted By:** Karen Davis, Clerk to the Board  
Schools

Prepared by: Karen Davis

**Item Title** **School Budget Amendments**

**Attachments:** School Budget Amendments (PDF)

## Budget Amendment


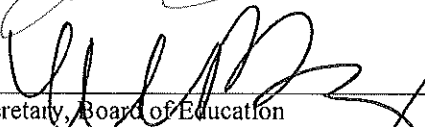
## Camden County Schools Administrative Unit

## State Public School Fund

The Camden County Board of Education at a meeting on the 4<sup>th</sup> day of December 2023 passed the following resolution.

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2024.

Code Number	Description of Code	Amount	
		Increase	Decrease
5100	Regular Instructional Services		34,801.20
5400	School Leadership Services	2,358.90	
5800	School-Based Support Services	132,985.86	
6900	Policy, Leadership & Public	701.50	
7200	Nutrition Services	3,078.93	
Explanation:			
Total Appropriation in Current Budget		\$ 19,253,698.92	
Amount of <b>Increase/Decrease</b> of			
Above Amendment		+ 104,323.99	
Total Appropriation in Current Amended			
Budget ....		\$ 19,358,022.91	

<p>Passed by majority vote of the Board of Education of Camden County on the 4<sup>th</sup> day of December 2023.</p> <p></p> <p>Chairman, Board of Education</p> <p></p> <p>Secretary, Board of Education</p>	<p>We the Board of County Commissioners of Camden County hereby approve the changes in the County School Funds Budget as indicated above, and have made entry of these changes on the minutes of said Board, this ____ day of _____ 20__.</p> <p>_____ Chairman, Board of County Commissioners</p> <p>_____ Clerk, Board of County Commissioners</p>
--	--

# BUDGET AMENDMENT

## December 4, 2023

### 1. State Public School Fund

- A. We have received an allotment revision and must decrease our budget to reflect the allotment. We request your approval of the following amendment.

#### Classroom Teachers

1.5110.001.121 Salary - Teacher	\$ - 20,000.00
1.5110.001.211 Emp. Soc. Sec. Costs	- 2,000.00
1.5110.001.221 Emp. Retirement Costs	- 2,000.00
1.5110.001.231 Emp. Hosp. Ins. Costs	- <u>3,350.00</u>

Total – Classroom Teachers \$ - 27,350.00

- B. We have received an allotment revision and must decrease our budget to reflect the allotment. We request your approval of the following amendment.

#### Non-Instructional Support Personnel

1.5110.003.162 Substitute Pay	\$ - 8,639.00
1.5110.003.163 Substitute Pay	+ <u>192.00</u>

Total – Non-Instructional Support Personnel \$ - 8,447.00

- C. We have reviewed this area of the budget and find that we must increase our budget to cover the benefits that will be covered at the end of the year by NCDPI that are paid during the year to employees. We request your approval of the following amendment.

#### Non-Contributory Employee Benefits

1.5110.009.184 Longevity	\$ + 750.58
1.5110.009.211 Emp. Soc. Sec. Costs	+ 57.42
1.5110.009.221 Emp. Retirement Costs	+ 187.80
1.5400.009.184 Longevity	+ 1,763.06
1.5400.009.185 Bonus Leave	+ 14.96
1.5400.009.211 Emp. Soc. Sec. Costs	+ 136.02
1.5400.009.221 Emp. Retirement Costs	+ 444.86
1.5860.009.184 Longevity	+ 743.10
1.5860.009.211 Emp. Soc. Sec. Costs	+ 56.84
1.5860.009.221 Emp. Retirement Costs	+ 185.92
1.6940.009.184 Longevity	+ 528.75
1.6940.009.211 Emp. Soc. Sec. Costs	+ 40.46
1.6940.009.221 Emp. Retirement Costs	+ 132.29
1.7200.009.184 Longevity	+ 2,320.75
1.7200.009.211 Emp. Soc. Sec. Costs	+ 177.53

BUDGET AMENDMENT  
 State Public School Fund  
 December 4, 2023, Page 2

1.7200.009.221 Emp. Retirement Costs	+ <u>580.65</u>
--------------------------------------	-----------------

Total – Non-Contributory Employee Benefits	\$ + 8,120.99
--	---------------

- D. We have received an allotment revision and must increase our budget to reflect the allotment. We request your approval of the following amendment.

School Safety Grants

1.5850.039.311 Contracted Services	\$ + <u>132,000.00</u>
------------------------------------	------------------------

Total – School Safety Grants	\$ +132,000.00
------------------------------	----------------

- E. We have received an allotment revision and must decrease our budget to reflect the allotment. We request your approval of the following amendment.

State Textbooks

1.5110.130.412 Textbooks	\$ - <u>61,967.00</u>
--------------------------	-----------------------

Total – State Textbooks	\$ - 61,967.00
-------------------------	----------------

- F. We have received an allotment revision and must increase our budget to reflect the allotment. We request your approval of the following amendment.

Textbook & Digital Resources


1.5110.131.413 Textbooks	\$ + <u>61,967.00</u>
--------------------------	-----------------------

Total – Textbook & Digital Resources	\$ + 61,967.00
--------------------------------------	----------------

3100.000 Revenue – State Public School Fund	\$ - 104,323.99
---	-----------------

BUDGET AMENDMENT  
State Public School Fund  
December 4, 2023, Page 3

Passed by majority vote of the Board of  
Education of Camden County on the 4<sup>th</sup>  
day of December, 2023.

  
\_\_\_\_\_  
Chairman, Board of Education  
\_\_\_\_\_  
Secretary, Board of Education

## Budget Amendment

## Camden County Schools Administrative Unit

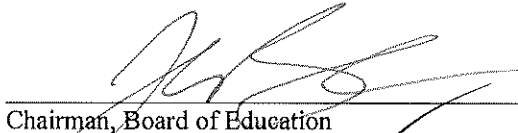
## Other Local Current Expense Fund

The Camden County Board of Education at a meeting on the 4<sup>th</sup> day of December, 2023 passed the following resolution.

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2024.

Code Number		Description of Code	Amount	
			Increase	Decrease
5100		Regular Instructional Programs		10,000.00
6400		Operational Support Services	10,000.00	
Explanation:				
Total Appropriation in Current Budget			\$	352,641.00
Amount of Increase/Decrease of				
Above Amendment			+	0.00
Total Appropriation in Current Amended				
Budget ....			\$	352,641.00

Passed by majority vote of the Board of Education of Camden County on the 4<sup>th</sup> day of December, 2023.

  
Chairman, Board of Education

  
Secretary, Board of Education

We the Board of County Commissioners of Camden County hereby approve the changes in the County School Funds Budget as indicated above, and have made entry of these changes on the minutes of said Board, this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Clerk, Board of County Commissioners

Attachment: School Budget Amendments (School Budget Amendments)



BUDGET AMENDMENT  
December 4, 2023

8. Other Local Current Expense Fund

- A. We have reviewed the allotment and must transfer money out to cover expenses. We request your approval of the following amendment.

Auxiliary Services

8.6580.885.113 Salary - Director \$ - 10,000.00

Total – Auxiliary Services \$ - 10,000.00


- B. We have reviewed the allotment and must transfer money in to cover expenses. We request your approval of the following amendment.

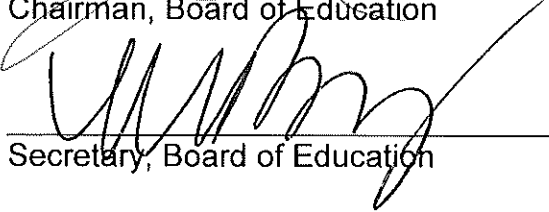
School Technology

8.6400.905.343 Telecommunication Services \$ + 10,000.00

Total – School Technology \$ + 10,000.00

Passed by majority vote of the Board of  
Education of Camden County on the 4<sup>th</sup>  
day of December, 2023.

  
\_\_\_\_\_  
Chairman, Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education



**Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Consent Agenda**

<b>Item Number:</b>	7.F
<b>Meeting Date:</b>	January 02, 2024
<b>Submitted By:</b>	Lisa Anderson, Tax Administrator Taxes Prepared by: Karen Davis
<b>Item Title</b>	<b>Tax Collection Report</b>
<b>Attachments:</b>	Tax Collection Report (PDF)

# Tax Collection Report NOVEMBER 2023

7.F.a

Day	Amount	Amount	Name of Account	Deposits	Simplify - 23	PSN - 69
	\$	\$	\$	\$	\$	\$
1	19,496.97			19,496.97		
2	87,155.24			87,155.24		
	12,616.08			12,616.08		
3	391,660.71		Refund - \$2,895.51	391,660.71		
	9,811.34			9,811.34		
	8,080.00				8,080.00	
	1,654.37					1,654.37
6	33,780.54		Refund -\$1.10	33,780.54		
	211,125.75			211,125.75		
7	29,086.13			29,086.13		
8	18,471.20			18,471.20		
	1,399,582.89		Refund - \$207.46	1,399,582.89		
9	25,964.07			25,964.07		
	601,248.87		Refund - \$50.00	601,248.87		
13	4,466.99		PSN - Refund - \$0.67			4,466.99
	6,803.00				6,803.00	
	71,555.46		Refund - \$0.93/Short - \$10.00	71,555.46		
14	22,369.29			22,369.29		
15	17,434.51		Refund - \$1.00	17,434.51		
	1,051,273.07		Refund - \$6,779.87	1,051,273.07		
16	17,142.30			17,142.30		
17	23,733.48			23,733.48		
	576,307.83		Refund -\$7,593.48	576,307.83		
19	29,000.45				29,000.45	
	4,548.78		PSN -Refund - \$36.65			4,548.78
20	111,309.61			111,309.61		
21	24,102.90			24,102.90		
22	23,325.24			23,325.24		
27	108,163.70		Refund - \$957.68	108,163.70		
	404,927.85			404,927.85		
	4,791.32				4,791.32	
28	10,363.97					10,363.97
	18,905.72			18,905.72		
29	13,328.78		Added Bank credit - \$5.33	13,328.78		
30	5,820.99				5,820.99	
	5,348.94					5,348.94
	12,261.59		Refund - \$0.02	12,261.59		
	550.00			550.00		
Totals Collections	\$ 5,417,569.93			\$ 5,336,691.12	\$ 54,495.76	\$ 26,383.05
Total Bank Deposits	\$ 5,417,569.93			\$ 5,417,569.93		
Land Transfer/PSN						
Refund	\$ (18,524.37)		PSN Check fees - \$16.50- for info only, fees were paid to PSN			
Over	\$ -					
Short	\$ 13.00					
Other adjustment	\$ -					
NET TOTAL	\$ 5,399,058.56					

Submitted by:

*Lisa S. Anderson* Date: 12-12-23

Approved by:

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

Attachment: Tax Collection Report (Tax Collection Report)



**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Consent Agenda**

**Item Number:** 7.G

**Meeting Date:** January 02, 2024

**Submitted By:** Teri Smith,  
Taxes  
Prepared by: Teri Smith

**Item Title** **Vehicle Refunds Over \$100.00**

**Attachments:** VEHICLE REFUNDS OVER \$100.00 NOVEMBER, 23  
(PDF)

**Summary:** Vehicle Refunds Over \$100.00 November, 2023

**Recommendation:** Review and Approve



# North Carolina Vehicle Tax System

## NCVTS Pending Refund report

REFUNDS OVER \$100.00 NOV, 23

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
CARR, TREVOR JUWAN	CARR, TREVOR JUWAN		177 SAND HILLS RD	CAMDEN, NC 27921	Proration	0067155825	KAP4313	AUTHORIZED	196329350	Refund Generated due to proration on Bill #0067155825-2022-2022-0000-00	Tag Surrender	11/13/2023	11/15/2023 3:47:53 PM	1843	Tax	(\$110.07)	\$0.00	(\$110.07)
														2	Tax	(\$1.27)	\$0.00	(\$1.27)
																	Refund	\$111.34
MORRISSEY PROPERTY SERVICES LLC	MORRISSEY PROPERTY SERVICES LLC		167 BILLETTS BRIDGE RD	CAMDEN, NC 27921	Proration	0053874759	YA146020	AUTHORIZED	197090360	Refund Generated due to proration on Bill #0053874759-2022-2022-0000-00	Tag Surrender	11/30/2023	12/1/2023 8:25:18 AM	1843	Tax	(\$168.27)	\$0.00	(\$168.27)
														2	Tax	(\$1.93)	\$0.00	(\$1.93)
																	Refund	\$170.20
VESTAL, CHRISTINE MARIE	VESTAL, CHRISTINE MARIE		113 GUMBERRY RD	CAMDEN, NC 27921	Proration	0066823505	TJH3263	AUTHORIZED	195470774	Refund Generated due to proration on Bill #0066823505-2022-2022-0000-00	Tag Surrender	11/16/2023	11/21/2023 9:40:29 AM	1843	Tax	(\$156.23)	\$0.00	(\$156.23)
														2	Tax	(\$1.80)	\$0.00	(\$1.80)
																	Refund	\$158.03

Approved by Lisa S. Anderson Date 12-8-23  
Lisa S. Anderson, Tax Administrator Camden County

Approved by \_\_\_\_\_ Date \_\_\_\_\_  
Ross Munro, Chair Camden County Board of Commissioners



**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Consent Agenda**

**Item Number:** 7.H  
**Meeting Date:** January 02, 2024

**Submitted By:** Karen Davis, Clerk to the Board  
Board of Commissioners  
Prepared by: Karen Davis

**Item Title** Senior Center General Purpose Funding FY 23-24

**Attachments:** Senior Center General Purpose Funding FY 2023-2024  
(PDF)

**Summary:**

State appropriation for Senior Centers through the 2023 Session of the NC General Assembly - Senior Center General Purpose Funding: Fiscal Year 2023-2024 Application.

**Recommendation:**

Approval.

STATE APPROPRIATION FOR SENIOR CENTERS THROUGH  
THE 2023 SESSION OF THE  
NC GENERAL ASSEMBLY

SENIOR CENTER GENERAL PURPOSE FUNDING

FY 2023-2024 APPLICATION PACKET

Albemarle Commission Area Agency on Aging  
512 S Church Street  
Hertford, NC 27944

Camden County Center for Active Adults  
117 North Hwy 343  
Camden, NC 27921  
Camden County

The Albemarle Commission Area Agency on Aging reserves the right to request additional information, references, to accept or reject any or all proposals to waive technicalities, to accept proposals in whole or in part, and to award a contract(s) which, in the opinion of the grantee, best serves the older adults.



## SENIOR CENTER GENERAL PURPOSE FUNDING

### Introduction and Instructions

The Albemarle Commission Area Agency on Aging is pleased to announce the availability of funds for use by senior centers to support and develop programming and general operations or to construct, renovate, or maintain senior center facilities. \$1,265,315 in general purpose funding was allocated for senior centers for the current fiscal year. This funding is allocated to the Area Agencies on Aging for distribution to the centers within the region which provide full time programs or will utilize the funding to develop full time programs. Across the state 171 senior centers or developing senior centers will be funded.

The Division of Aging and Adult Services has worked hard to enhance and expand the statewide certification process for senior centers with standards that encourage centers across the state to strive for levels of 'merit' or 'excellence'. An intent of the certification process has been to increase base funding for those who have successfully completed the process. This ensures that funding is being well spent on readily identifiable programs and services and provides an incentive for centers that make investments to meet certification requirements. Therefore, in order to provide an incentive to work toward certification, and to reward those who achieve it, the Division has decided to fund senior centers equally, based upon their certification status. Centers of Merit will receive two shares of the funding of non-certified centers and Centers of Excellence will receive three times the funding of non-certified centers. The objectives for this year are to:

- Allocate funding equally to every center, based upon certification status;
- Require documentation and accountability for the use of funding, and;
- Provide incentives for centers to improve themselves through certification.

Again, this year it has been decided to divide the annual appropriation into *shares* based on the total number of senior centers as determined by the Area Agencies on Aging plus extra shares for each senior center which meets certification status. Uncertified, identified centers will receive one share.

For FY 2023-2024, total funding available to the counties in Region R will amount to \$55,657. Effective period: July 1, 2023-June 30, 2024.

Your center is eligible to receive:

FY 23-24	Senior Center General Purpose Funding	<u>\$3,719</u>
	Local Match (25%)	<u>\$1,238</u>
	TOTAL	<u>\$4,957</u>

It is the responsibility of the applicant to certify the availability of the local match. The funds require a 25% local match. The funds must be spent first before reimbursed and before June 30, 2024. Therefore, projected June expenditures must be reported with May services reported in June otherwise the unutilized portion of your allocation will revert to the state.

Application submissions should include:

- (1) A completed description of proposed activities (add additional pages as needed).
- (2) Certification of the availability of local match.
- (3) A budget for senior center general purpose activities.

## APPLICATION FOR SENIOR CENTER GENERAL PURPOSE FUNDING

Applicant InformationDate: 12/20/2023Project Name: Camden County Center for Active AdultsName of Project Director: Laura L. JolleyTelephone Number: (252) 335-2569 FAX: (252) 331-5621E-Mail: Ljolley@camdencountync.govName and Address of Applicant: Camden County Center for Active Adults  
c/o Laura L. Jolley  
PO Box 190, Camden NC 27921Type of Agency Applying: Private-Non-Profit \_\_\_\_\_  
Public ✓Location of Project: Camden County NC  
(county)

## ASSURANCES

Camden Center for Active Adults (hereinafter referred to as "Subgrantee") HEREBY AGREES THAT it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps.

 \_\_\_\_\_  
 Signature and Title of Authorized Official  
 [e.g., Director, Board Chairman]

 \_\_\_\_\_  
 Date

# CERTIFICATION OF THE AVAILABILITY OF REQUIRED NON-FEDERAL MATCH FOR SENIOR CENTER GENERAL PURPOSE FUNDING

It is understood that the following required 25 percent non-federal match will be used to match Senior Center General Purpose funds in FY 23-24 and will not be used to match any other federal or state funds during the contract period.

The provider shall expend the award in keeping with the attached project description indicating how funding will be utilized. Funding will not be disbursed until this application is received and approved by the Area Agency on Aging. The contractor shall make a final report indicating how funding was utilized in a format provided by the Area Agency on Aging.

FY 23-24

Budget Request \$ 3719.00

Example only:

non certified center: \$4,069

Required 25% Match \$ 1238.00

divided by .75=\$5,425  
[Total projected budget]

Total FY 23-24

Projected Budget \$ 4957.00  
(up to the amount of the grant)

\$5,425 minus \$4,069=  
\$1,356 [local match]

Authorized Signature: L. E. Jung

Title: Senior Center Coordinator

Date: December 20, 2023

## SENIOR CENTER GENERAL PURPOSE PROJECT DESCRIPTION

1. Senior Center to receive funding: Camden County Center for Active Adult
  2. Amount of funding: 4957.00
  3. Area served by Senior Center: Camden County, NC
- 

4. Describe how the funding will be spent:

Funding will be used for the Camden County Center for Active Adults activities and participation Supplies.

STATE APPROPRIATIONS FOR SENIOR CENTER BUDGET INFORMATION  
STATE FISCAL YEAR 2023-24

Organization Name: Camden County Center for Active Adults  
 Senior Center Name: Camden County Center for Active Adults  
 Address: P.O. Box 190 / 117 N. Hwy 343, Camden, NC 27921  
 Period Covered: July 1, 2023 - June 30, 2024 Date Prepared: Dec 26, 2023

OBJECTS OF EXPENDITUREAMOUNT

Salary and Fringe Benefits	\$ _____
Supplies/Other Operating Costs	\$ <u>4957.00</u>
Equipment	\$ _____
Capital Outlay (Real Estate, Construction, Renovation)	\$ _____
Other _____	\$ _____
<b>TOTAL BUDGET (Including local match)</b> (Up to grant amount, only)	\$ <u>4957.00</u>

Each organization that receives, uses, or expends any state funds shall use or expend the funds only for the purposes for which they were appropriated by the General Assembly or collected by the State. State funds include federal funds that flow through the state. If the contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Uniform Guidance 2 CFR Part 200 and the NC Single Audit Implementations Act. If the Contractor is a non-governmental entity, such entity is subject to the provisions of G.S. 143C-6-23. Additionally, any non-governmental entity except a for-profit corporation is subject to the provisions of OMB Uniform Guidance 2 CFR Part 200.

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: Recreation Director DATE: 12/19/23

## ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973

Cumden County Center for Active Adults (hereinafter referred to as "Subgrantee") **HEREBY AGREES THAT** it will comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR 84) issued pursuant to that Section, to the end that, in accordance with Section 504 of that Act and the Regulation, no person in the United States shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal, financial assistance from the State of North Carolina, Department of Human Resources, Division of Aging and Adult Services, a recipient of Federal financial assistance from the Department (Grantor); and Hereby Gives Assurance that it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee by the Grantor, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision or similar services or benefits. If any personal property is so provided, this assurance shall obligate the Subgrantee for the period during which the Federal financial assistance is extended to it by the Grantor.

**THIS ASSURANCE** is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Subgrantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Subgrantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee, its successors, transferees, and assignees, and the person or persons whose signature(s) appear below are authorized to sign this assurance on behalf of the Subgrantee.

Attachment: Senior Center General Purpose Funding FY 2023-2024 (Senior Center General Purpose Funding FY 23-24)



Dated Dec. 20, 2023

  
(Applicant)

Applicant's Mailing Address:

P.O. Box 190

Camden, NC 27921

By: \_\_\_\_\_  
(President, Board Chairperson or  
Comparable Authorized Official)

**ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT  
OF HEALTH AND HUMAN SERVICES REGULATION UNDER  
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

Cumdan County Center for Active Adults (hereinafter referred to as "Applicant").  
**HEREBY AGREES THAT** it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that Title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discriminate under any program or activity for which the Applicant receives Federal financial assistance from the Department; and **HEREBY GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this Agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision or similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all cases, this assurance shall obligate the Applicant for the period during which the Federal Assistance is extended to it by the Department.

**THIS ASSURANCE** is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signature(s) appear below are authorized to sign this assurance on behalf of the Applicant.

Dated Dec 20, 2023

  
(Applicant)

Applicant's Mailing Address:

P.O. Box 190

Camden, NC 27921

By: \_\_\_\_\_  
(President, Board Chairperson or  
Comparable Authorized Official)

Attachment: Senior Center General Purpose Funding FY 2023-2024 (Senior Center General Purpose Funding FY 23-24)

# **AGREEMENT OF UNDERSTANDING BETWEEN AGENCIES**

Agency: Camden County Center for Active Adults

Telephone#: (252) 335-2569

Address: P.O. Box 190 / 117 N Hwy 343, Camden NC 27921

Director: [Signature]

AND

Agency: **Albemarle Commission**  
Address: **512 S Church Street**  
**Hertford, NC 27944**

Telephone#: **(252) 426-5753**

Executive Director: **Michael Ervin**

In an effort to enhance the overall effectiveness of services provided to older adults of Camden County, the above-named agencies agree to share, when appropriate, pertinent information which may serve to improve the quality of life for older adults.

The Memorandum of Understanding serves to incorporate the following mutual components:

1. Provide information concerning services/programs for older adults and any related eligibility requirements.
2. When appropriate, assist with identifying and referring clients who may be in need of services not provided by the referring agency.
3. When appropriate, inform proper agency representatives of any changes related to services provided.
4. Provide, upon request, personnel to explain aging programs, services, etc.
5. Share, when appropriate, concerns, questions or suggestions relative to services provided.

The persons responsible for implementing and monitoring this Agreement of Understanding are:

Agency: Camden County Center for Active Adults Agency: **Albemarle Commission**

[Signature]  
(AAA Director's Signature)

[Signature]  
(Executive Director's Signature)

## ALBEMARLE COMMISSION GRANT AGREEMENT FOR SENIOR CENTER GENERAL PURPOSE FUNDS

This Agreement is made and entered into **July 1, 2023** and ending **June 30, 2024**, between the Albemarle Commission, hereinafter referred to as “AC” and the Camden County Center for Active Adults, hereinafter referred to as the “Grantee”.

Subject to the terms and conditions hereinafter set forth and attached to this document, the AC agrees to grant **Senior Center General Purpose Funds** to the Grantee for the purpose which is described herein and attached to this document.

A line-item accounting showing how these grant funds with a **25%** local match were expended shall be submitted to the AC. Documentation in the form of paid invoices shall also be submitted.

As compensation, the AC shall reimburse Grantee upon receipt of detailed invoices to include dates, vendors, costs and purchases. Total funds for this grant must not exceed **\$3,719** of State funds.

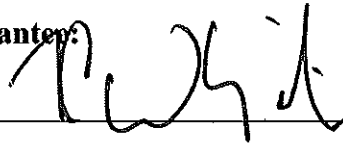
**Hold Harmless:** The Grantee shall be considered to be an independent contractor with responsibility for maintaining their own insurance to cover any job-related injuries. This Agreement is not intended nor to be construed as an employer/employee arrangement.

**Conflict of Interest:** The Grantee covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Grantee further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

**Interest of Members of AC and Others:** No officer, member, or employee of AC, and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of this project, shall participate in any decision relating to this Agreement which affects his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

By signature, each party agrees to the terms contained herein and the Grantee further certifies that such terms do not represent a conflict of interest.

Grantee:



Signature

12/19/23

Date

Grantee:

Tim White, Director of Parks and Recreation

Name and Title of Signatory Official

Albemarle Commission Executive Director

Date

Albemarle Commission AAA Director

Date

This instrument has been pre-audited  
in the manner required by the Local Government Budget  
and Fiscal Control Act

Albemarle Commission Finance Officer

Date



## Board of Commissioners AGENDA ITEM SUMMARY SHEET

### Consent Agenda

<b>Item Number:</b>	7.I
<b>Meeting Date:</b>	January 02, 2024
<b>Submitted By:</b>	Amber Curling, Planning Board Prepared by: Karen Davis
<b>Item Title</b>	<b>Set Public Hearing - Application for Zoning Map Amendment</b>
<b>Attachments:</b>	1_AgendaSummary_SmithRezoningConsentAgenda (DOCX) 2_RezoningStaffReport (DOCX) 3_ZoningMapAmendmentApplication (PDF) 4_NeighborhoodMeetingsSummary (PDF) 5_NeighborhoodMeetingNoticeReceived (PDF) 6_Deed (PDF) 7_Platt9-20 (PDF)

Agenda summary and supporting documentation attached.



**Camden County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** January 2, 2024

**Attachments:** Rezoning Staff Findings of the Facts Report, Application, Neighborhood Meeting Summary, Neighborhood Meeting Notification Letter, Deed, Plat

**Submitted By:** Planning Department

**Item Title:** Application for Zoning Map Amendment UDO 2023-10-85

**Summary:**

Brian Smith has requested a map amendment for approximately 10 acres from the Rural Residential (RR) and Neighborhood Residential (NR) zoning districts to only the Rural Residential (RR) zoning district. The 10 acres consist of an approximately 10-acre parcel located at the northwest corner of Upton Road and Seymour Drive. The parcel is located in Courthouse Core Village and Courthouse Township.

The first neighborhood meeting held on September 26, 2023 did not meet the Unified Development Ordinance requirements. The second neighborhood meeting was held on November 24, 2023. On January 17, 2024 the Planning Board meeting will be held.

The CAMA Land Use Plan was adopted by the Camden County Board of Commissioners on April 4, 2005. The proposed zoning change is inconsistent in that the CAMA Future Land Use Maps have the majority of property identified as Medium Density Residential and Low Density Residential. Conservation with a small area on the property is identified as Conservation. The most restrictive, Medium Density Residential, designated by a mixture of single-family dwelling types in relatively close proximity to core village. The district intended to restrict the encroachment of incompatible business uses in established residential areas.

The County's Comprehensive Future Land Use Map (Adopted 2012) identifies the parcel as Rural Residential District One to Two Acre lots of residential areas as a buffer between rural preservation areas and more intense development. The proposed zoning change is consistent.

**Recommendation:**

Motion to set Public Hearing for February 5, 2024.

## Staff Finding of the Facts Report

### UDO 2023-10-85 Zoning Map Amendment Ordinance 2023-02-01

#### PROJECT INFORMATION

**File Reference:** 2023-10-85  
**Project Name:** Parcel NW corner Upton  
 Road and Seymour Drive  
**PIN:** 02-8934-02-56-8337-0000

**Applicant:** Brian Smith  
**Address:** 202 McPherson Road  
 South Mills, NC 27976  
**Phone:** 804-386-7811  
**Email:** bcsmith53@hotmail.com

**Agent for Applicant:** Owner  
**Address:** same as above  
**Phone:** same as above  
**Email:** same as above

**Current Owner of Record:** Brian Smith and  
 Lindsey M. LaFlamme

**Meeting Dates:**  
 November 24, 2023 **Neighborhood Meeting**  
 January 17, 2023 **Planning Board Meeting**

**Application Received:** October 12, 2023  
**By:** Amber Curling, Planning

**Application Fee paid:** \$650.00

**Completeness of Application:** Application is  
 generally complete

**Documents received upon filing of application  
 or otherwise included:**

- A. Rezoning Application
- B. Neighborhood Meeting Comments
- C. Neighborhood Meeting Notification Letter
- D. Deed
- E. Plat

**REQUEST:** The request is for a zoning map amendment from Rural Residential and Neighborhood Residential Zoning Districts to Rural Residential Zoning District only.

Description: The parcel identified by parcel ID number 02-8934-02-56-8337-0000 is, located on the north west corner of Upton Road and Seymour Drive in the Courthouse Township and Courthouse Core Village. The parcel approximately 10.08 total acres with approximately 5 acres Rural Residential and approximately 5 acres Neighborhood Residential.

## Zoning Map Amendment from the Rural Residential and Neighborhood Residential Zoning Districts to only the Rural Residential Zoning District:

### Rural Residential (RR) Purpose Statement (Article 151.3.5.3)

The Rural Residential (RR) district is established to accommodate low density residential neighborhoods and supporting uses on lots near bona fide farms and agricultural areas in the rural portion of the County. The district is intended to accommodate residential development in ways that will not interfere with agricultural activity or negatively impact the rural character of the County. One of the primary tools for character protection is the requirement to configure residential subdivisions of more than five lots as conservation subdivisions. The conservation subdivision approach seeks to minimize the visibility of new residential development from adjacent roadways through proper placement and screening. The district accommodates several differing agricultural uses and single-family detached homes. It also allows supporting uses like educational facilities, parks, public safety facilities, and utilities. District regulations discourage uses that interfere with the development of residential dwellings or that are detrimental to the rural nature of the district.

### **Rezoning from the following Zoning District:**

#### Neighborhood Residential Zoning District 151.3.5.5

The Neighborhood Residential (NR) district serves as a transition district from the rural and suburban portions of the County to areas proximate to village centers and major commercial corridors. The district is intended to accommodate single-family detached homes in a neighborhood setting at moderate densities. Mobile and manufactured homes on individual lots, conservation subdivisions, and agricultural uses are limited in order to preserve the district's neighborhood character. Manufactured homes are not allowed on lots within 5,280 linear feet of a village center boundary. The district's 40,000-square-foot minimum lot area may be reduced when lots are within one mile of a designated village center boundary and served by public sewer. District regulations discourage uses that interfere with the development of residential neighborhoods or that are detrimental to the district's single-family detached neighborhood character.

## SITE DATA

**Size of Lots:** Approximately 10 acres  
**Flood Zone:** **Most of parcel is X**  
**Zoning District(s):** Rural Residential (RR) and Neighborhood Residential (NR)  
**Existing Land Uses:** Vacant

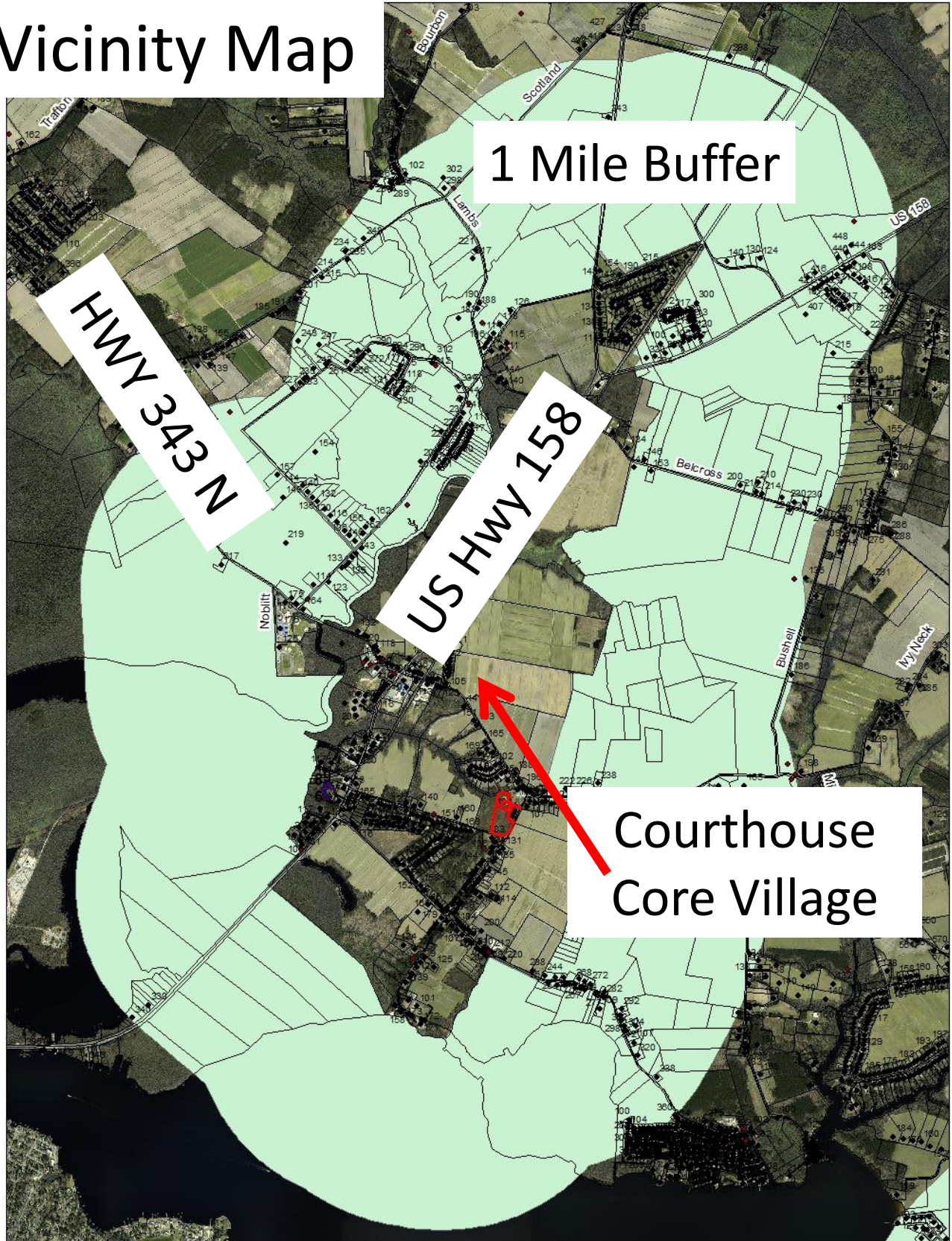
### **Adjacent Zoning & Uses:**

	<b>North</b>	<b>South</b>	<b>East</b>	<b>West</b>
<b>Zoning</b>	Neighborhood Residential (NR)	Rural Residential (RR)	Rural Residential (RR)	Rural Residential (RR and Neighborhood Residential (NR)
<b>Use</b>	Wetlands, Residential Lots and Church	Residential Lots	Residential Lots, & Farmland	Open Space Wetlands Vacant Property

**Proposed Use(s)** – manufacturing and production of wood with sawmill and sales of products

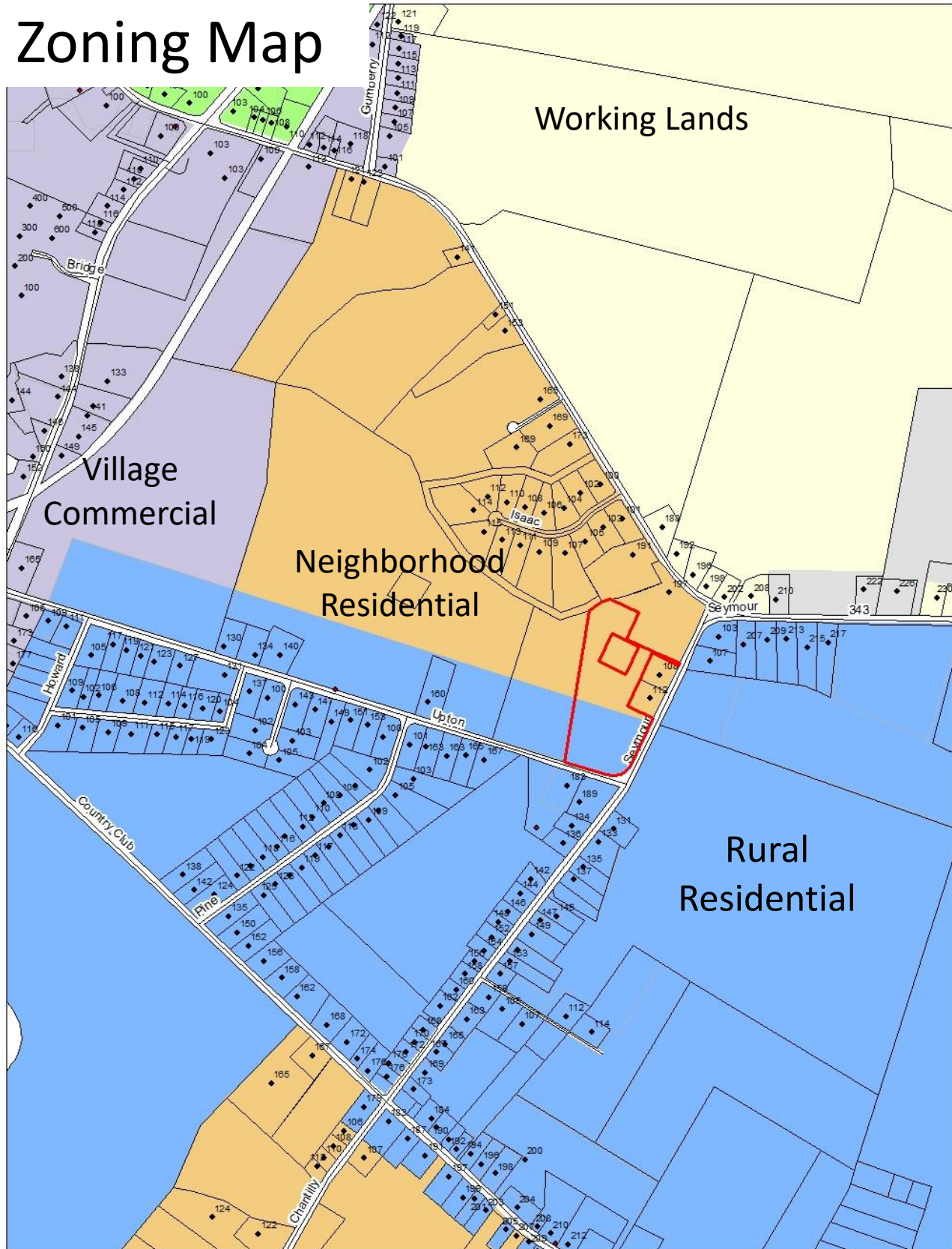


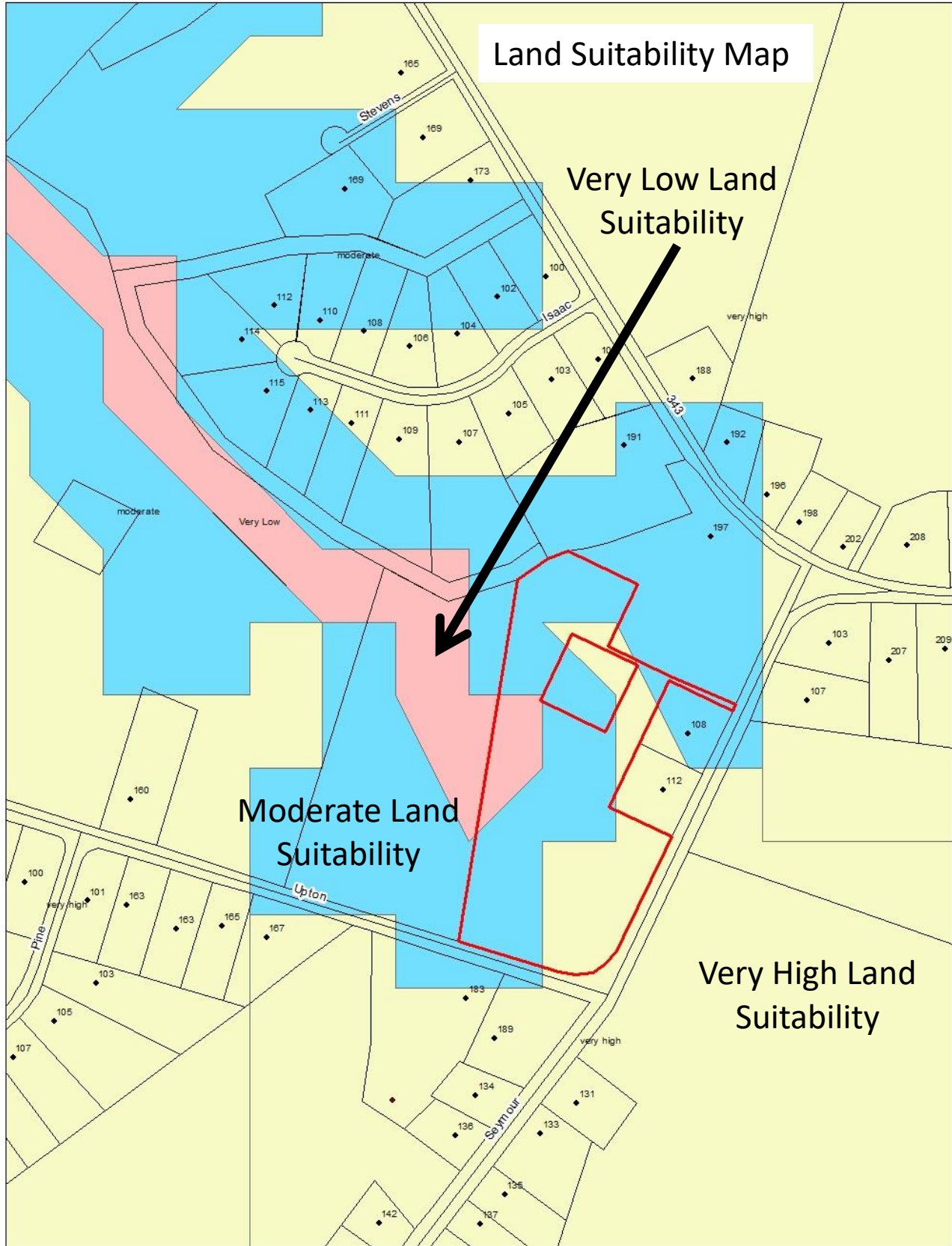
# Vicinity Map





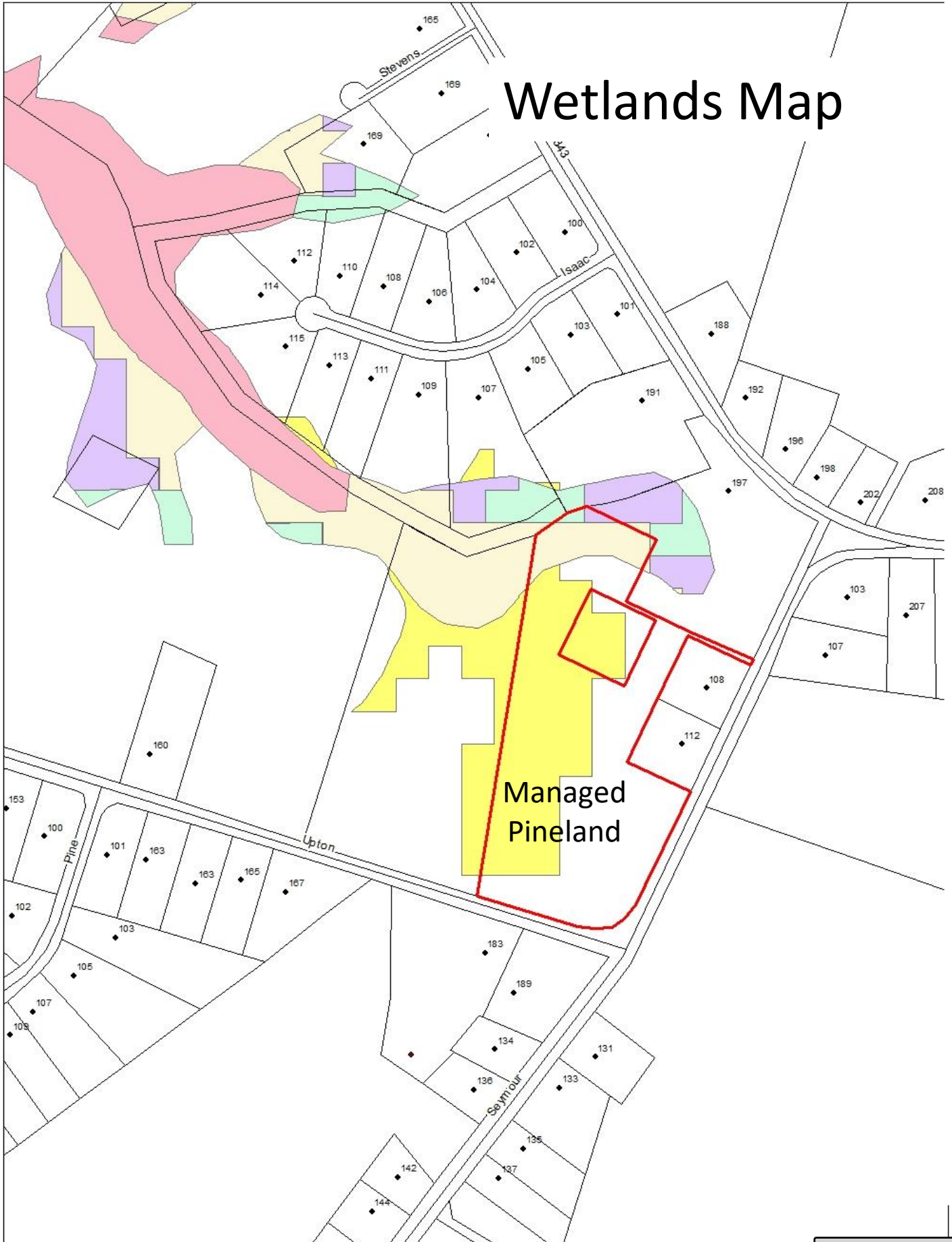
# Zoning Map



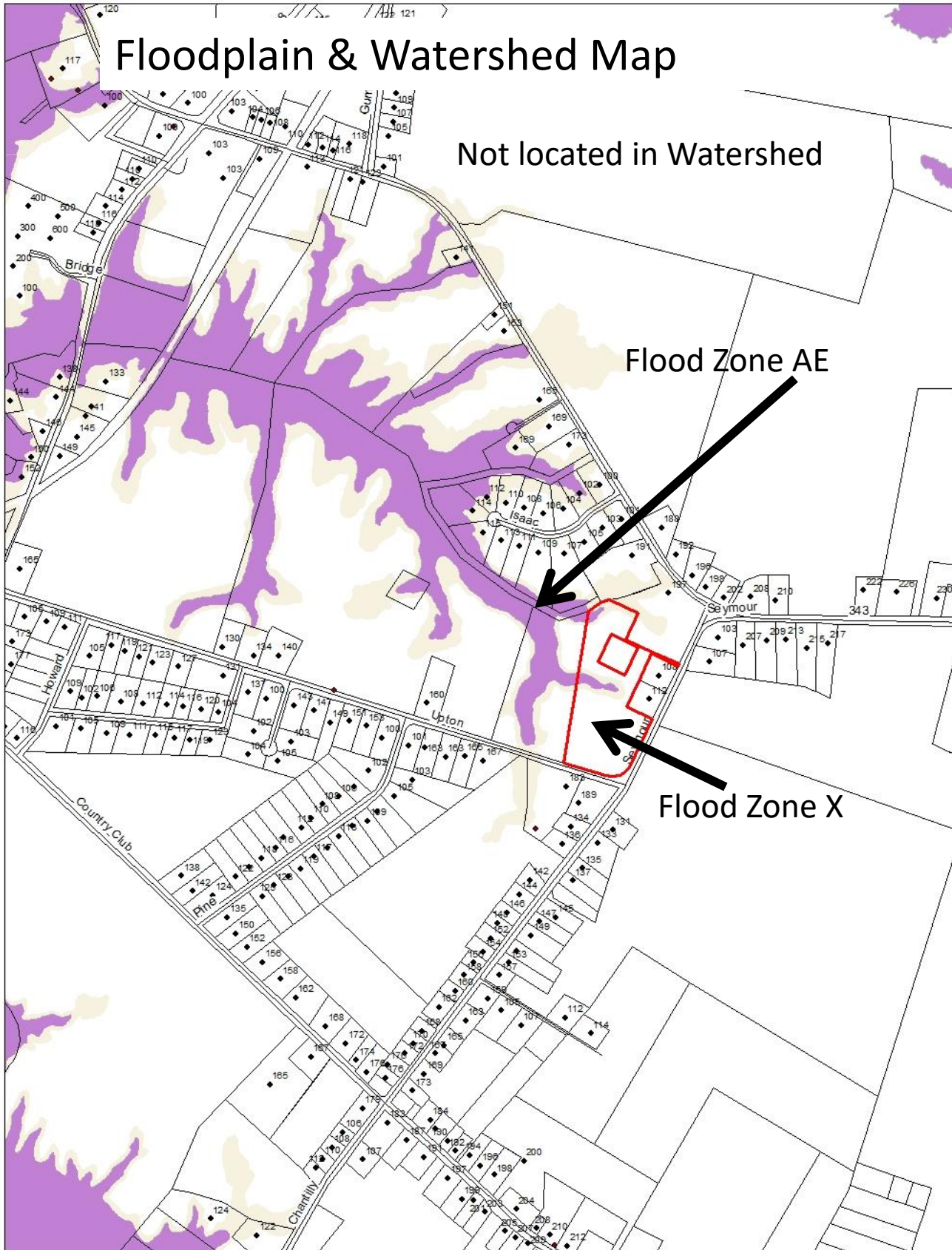




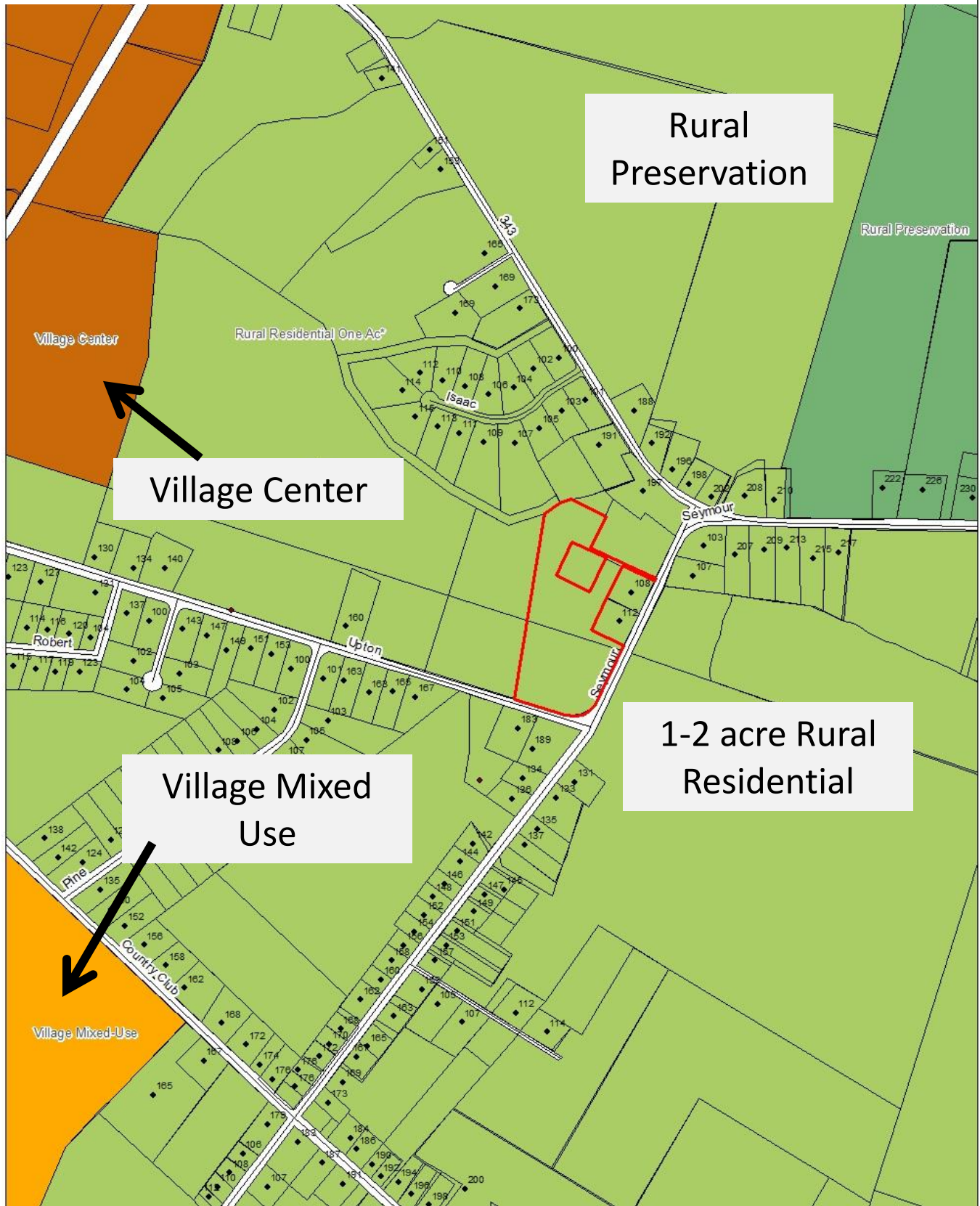
# Wetlands Map





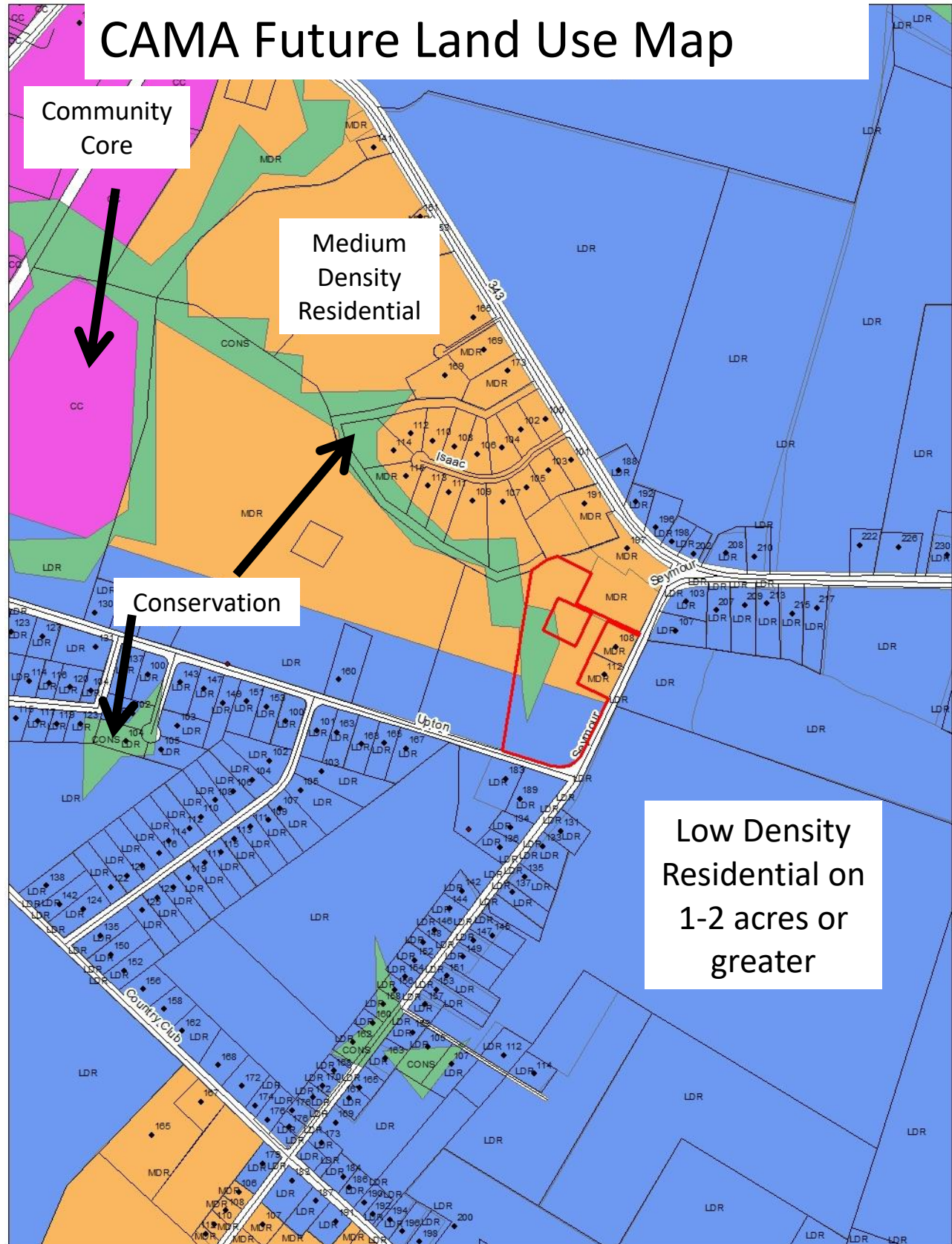


# 2035 Comprehensive Future Land Use Plan

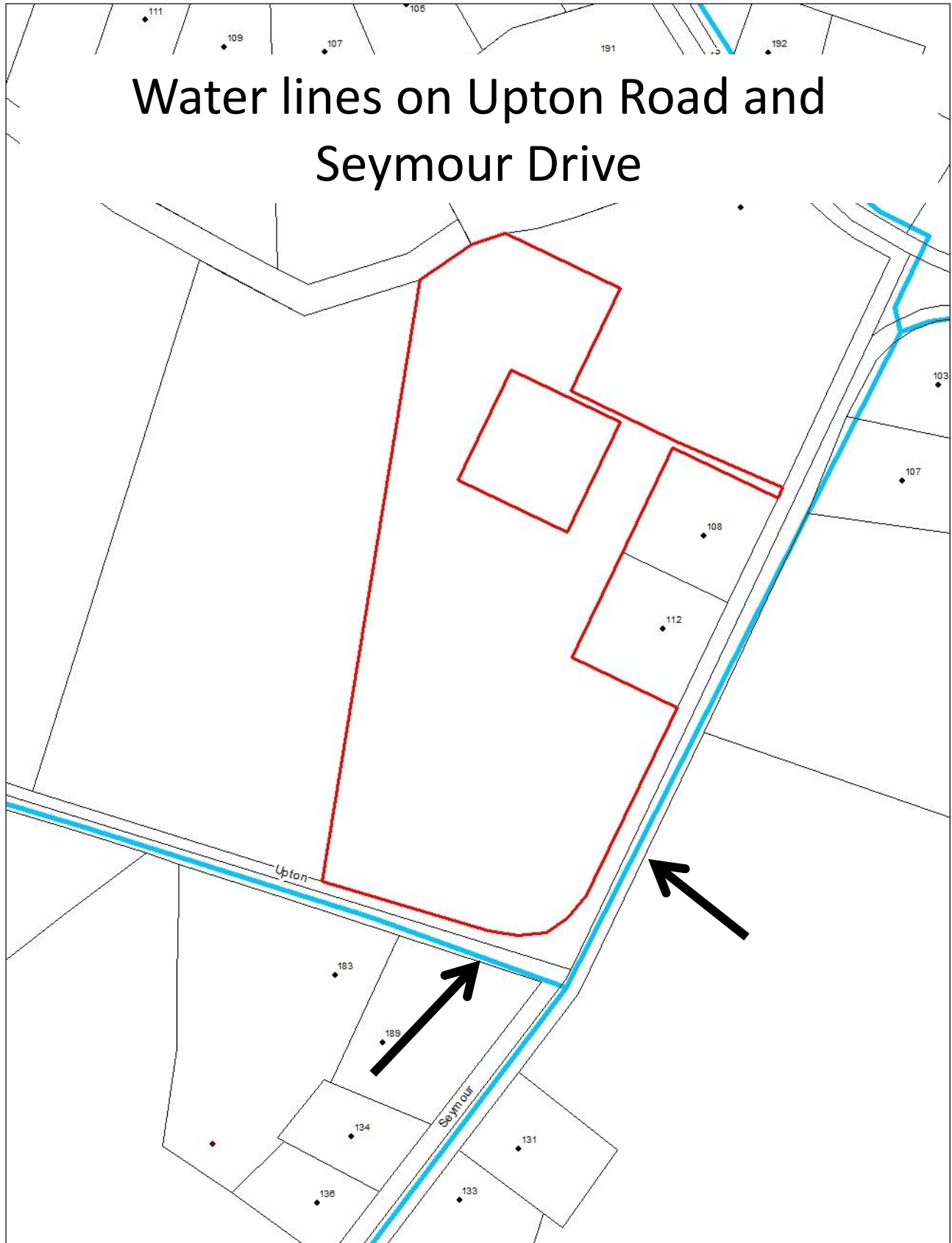




# CAMA Future Land Use Map



## Water lines on Upton Road and Seymour Drive



## INFRASTRUCTURE & COMMUNITY FACILITIES

**Water:** Water lines are located adjacent to property along Upton Road and Seymour Drive

**Sewer:** Not available.

**Fire District:** South Camden Fire District.

**Schools:** Proposed zoning will no impact on Schools.

**Traffic:** Proposed zoning should no impact on Traffic.

## CONSISTENCY with PLANS and MAPS

### CAMA Land Use Plan Policies & Objectives:

Consistent ☐

Inconsistent ☒

The CAMA Land Use Plan was adopted by the Camden County Board of Commissioners on April 4, 2005. The proposed zoning change is inconsistent in that the CAMA Future Land Use Maps has the majority of property identified as Medium Density Residential and Low Density Residential. Conservation with a small area on the property is identified as Conservation. The most restrictive, Medium Density Residential designated by a mixture of single-family dwelling types in relatively close proximity to core village. The district is intended to restrict the encroachment of incompatible business uses in established residential areas. designated to provide for effective long-term management of significant limited or irreplaceable areas.

### 2035 Comprehensive Plan

Consistent ☒

Inconsistent ☐

The County's Comprehensive Future Land Use Map (Adopted 2012) identifies the parcel as Rural Residential District One to Two Acre lots of residential areas as a buffer between rural preservation areas and more intense development.

### Comprehensive Transportation Plan

Consistent ☒

Inconsistent ☐

Property abuts Seymour Drive and Upton Road.

### Other Plans officially adopted by the Board of Commissioners

N/A





## Zoning Map Amendment Application

Permit # 85

7.I.c

**OFFICIAL USE ONLY:**

UDO Number 2023-10-85

Date Filed: 10/26/2023

Amount Paid: \$650.00

Received By: MC  
avg

### Contact Information

☒ PROPERTY OWNER ☐ APPLICANT ☐ AGENT FOR APPLICANT

Name: BRIAN/LINDSAY SMITH Name: \_\_\_\_\_

Address: 202 MCPHERSON ROAD Address: \_\_\_\_\_

SOUTH MILLS NC 27976

Telephone: 804-386-7811 Telephone: \_\_\_\_\_

Fax: N/A Fax: \_\_\_\_\_

Email: BLSMITH53@HOTMAIL.COM Email: \_\_\_\_\_

LEGAL RELATIONSHIP OF APPLICANT TO PROPERTY OWNER: OWNER

DOCUMENTATION OF PROPERTY OWNER GIVING CONSENT TO APPLICANT (Y/N/NA) \_\_\_\_\_

### Property Information

Physical Street Address 000 UPTON ROAD, CAMDEN NC 27921

Location: CORNER OF SEYMOUR AND UPTON IN CAMDEN

Parcel ID Number(s): 02-8934-02-56-8337.0000

Deed Book/ Page Number and/or Plate Cabinet/Slide Number 418/750 9/20

Total Parcel(s) Acreage: 10.1 Perk Test or County Sewer Approval PERK TEST

Existing Land Use of Property: AG / Vacant Proposed Land Use RESIDENCE / AG

### Request

Current Zoning of Property: RR/NR Proposed Zoning District: ALL RR

Total Acreage for Rezoning: 10.1 Are you rezoning the entire parcel(s): ☒ Yes ☐ No

Metes and Bounds Description Provided: ☐ Yes ☒ No

Community Meeting, if applicable: Date Held: 26 SEP 2023; Location: PROPERTY

New Meeting Date: 11/24/2023 9am @ property

**Zoning Change Application Questions**

The UDO requires the Board to consider principal issues when considering an application for a zoning change. Please respond to each issue in the space provided below or on a separate sheet.

(A) What reasons/purpose for the rezoning request?

NO NEED FOR NR. WE HAVE NO DESIRE TO SUBDIVIDE AND SELL THE LAND. WE ARE A BONA FIDE FARM NOW ALSO.

(B) Will the rezoning request cause noise, odors, light, activity or unusual disturbances?

NO

(C) How will the proposed zoning change enhance the public health, safety, or welfare?

MORE FARM LAND, LESS HOUSES.

(D) Is the rezoning consistent with the purposes, goals, objectives and policies of the County's adopted policy guidance and future land use plans?

YES -

(E) Is the rezoning in the best interest of the public? Explain.

YES - LESS HOUSES AND MORE ROOM FOR FLOWERS AND OTHER AG ITEMS.

(F) For proposals to re-zone to non-residential districts along major arterial roads:

(1) Is this an expansion of an adjacent zoning district of the same classification?

(2) What extraordinary showing of public need or demand is met by this application?

I, the undersigned, do certify that all of the information presented in this application is accurate to the best of my knowledge, information, and belief. Further, I hereby authorize county officials to enter my property for purposes of determining zoning compliance. All information submitted and required as part of this application process shall become public record.

  
Property Owner(s)/Applicant

9/11/2023

Date

Note: Form must be signed by the owner(s) of record, contract purchaser(s), or other person(s) having a recognized property interest. If there are multiple property owners/applicants, a signature is required for each.

10/09/2020



28 Sep 23

From: LT Brian C. Smith, Mrs. Lindsay Smith  
 To: Camden County, NC Board of Commissioners

Subj: Neighborhood Meeting

1. This letter serves to communicate the information and dialogue regarding the neighborhood meeting that took place on 26 September 2023 at 6 pm on the property located at 000 Upton Road, Camden NC 27921.
2. Meeting attendees were either notified in person via face to face communications, via mail with a letter dropped off in the mailbox, or via phone in the case of Mr. and Mrs. Kight. All notifications were made on 16 September 2023.
3. Landowners that were notified about the meeting:
  - a. Vernon and Betty Bray
  - b. Kathy Leary
  - c. John and Diane Kight
  - d. Tommy Harrison
  - e. Chip Young
  - f. White house on corner
  - g. David Clark
  - h. Brandon
4. List of meeting attendees:
  - a. Vernon Bray
  - b. Chip Young
  - c. John Kight
  - d. Tommy Harrison
5. Description of the development process presented to the attendees. Each attendee was briefed that three actions that we were requesting: 1) Request to rezone the entire property located at 000 Upton Road to Rural Residential; 2) Request a change to the Camden County NC UDO to allow for small portable sawmills in Rural Residential zoning areas under permitted uses and; 3) Request a special use permit to allow for a small portable sawmill to be operated on 000 Upton Road.
6. A summary of attendee comments, ideas, suggestions from citizens to be incorporated into the development proposal:
  - a. Vernon Bray: Mr. Bray stated that he had no issues with what we were requesting and we never bothered him or his wife when we operated there in the past.
  - b. Chip Young: Mr. Young stated that he had no issues with what we were requesting but he did have an issue with the church that was located close to his house and the noise level and frequency of the church bells.
  - c. John Kight: Mr. Kight stated his tenants only concern was larger trucks driving down the access road since his tenant has small children and was concerned with their safety.
  - d. Tommy Harrison: Mr. Harrison said he was against this proposal for three reasons. 1) Noise concerns, especially a beeping noise that occurred all day one Sunday; 2) His property value; working during Sunday



B. C. SMITH

CUI

Attachment: 4\_NeighborhoodMeetingsSummary (Set Public Hearing - Application for Zoning Map Amendment)

27 Nov 23

From: LT Brian C. Smith, Mrs. Lindsay Smith  
To: Camden County, NC Board of Commissioners

Subj: Neighborhood Meeting

1. This letter serves to communicate the information and dialogue regarding the neighborhood meeting that took place on 24 November 2023 at 9 am on the property located at 000 Upton Road, Camden NC 27921.
2. Meeting attendees were notified via mail. All notifications were mailed on 8 November 2023.
3. Landowners that were notified about the meeting:
  - a. BENNETT, DANNY
  - b. LDM DEBRITO LLC
  - c. KIGHT, JOHN H II
  - d. LEARY, VICTOR & KATHY
  - e. HARRISON, RHONDA JONES
  - f. ALBERTSON, THOMAS RYAN
  - g. BRAY, BETTY S
  - h. BOSEMAN, SUZANNE S LE
  - i. CHURCH OF THE REDEEMER INC
  - j. CAMDEN METHODIST CHURCH
  - k. CAMDEN LAND AND TIMBER
  - l. CAMDEN COUNTY
  - m. A&B BUILDING INCORPORATED
  - n. FIELDS, BRANDON L
  - o. A&B BUILDING INCORPORATED
  - p. YOUNG, ELVIN B JR
  - q. CLARK, DAVID (Property formally owned by Richard Harris)
4. List of meeting attendees: None
5. Description of the development process presented to the attendees. None
6. A summary of attendee comments, ideas, suggestions from citizens to be incorporated into the development proposal: None

B. C. SMITH

Attachment: 4\_NeighborhoodMeetingsSummary (Set Public Hearing - Application for Zoning Map Amendment)

27 Nov 23

From: LT Brian C. Smith, Mrs. Lindsay Smith  
 To: Camden County, NC Board of Commissioners

Subj: Proposal Dialogue

1. This letter serves to communicate the information regarding the three requests submitted to the board for approval.

2. We are respectfully requesting you approve all 3 applications for the following reasons:

a. Special Use Permit/UDO Text Addendum – We are requesting to bring our sawmill operation back to the property at 000 Upton Road. The relocation of the sawmill would allow for us to mill lumber on site for our agriculture barn that we are currently planning to build in 2024 as well as mill lumber for other projects that we have planned for our farm. We are also requesting to sell some of the additional lumber to help offset the costs of the farm and equipment as well. We would like to locate the sawmill in the back of our property, near the future Camden well site and the current Mediacom operations building. Locating the mill operation in the back of the property would help to keep a neat clean appearance from the road.

The Camden County UDO does not currently have any restrictions or guidance what so ever regarding the use of sawmills. The UDO text addendum that we are requesting is geared towards small independent sawmill operators, like us, who want to provide products to the local community that you cannot find within the county or local counties. The vast majority of sawmill work that we do is for agricultural projects since rough cut lumber cannot easily be used in residential applications. This will allow farmers, who represent a large majority of Camden residents, to get extremely low priced lumber to the exact specifications that they need to operate their farms.

b. Rezoning request – We are also requesting the entire property be rezoned to rural residential vice half rural residential and half neighborhood residential. The current zoning of the property makes no sense since the area that is zoned neighborhood residential has zero road frontage and can only be accessed through the rural residential area. We have no intent of ever subdividing this property for the purpose of selling lots therefore there is no reason for this property to be zoned neighborhood residential.

3. Concerns:

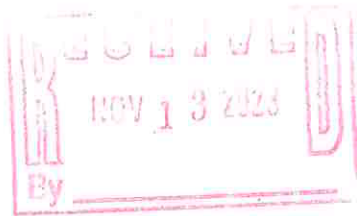
- a. Noise – At the first neighborhood meeting, one resident, Tommy Harrison, said noise was one of his complaints with our proposal. He specifically cited an instance on a Sunday where he heard beeping all day long. After his complaint, I did research regarding decibel levels of my equipment and I found that the sawmill, while cutting a log, reached a decibel level of 75 when I was within 3 ft and the skid steer reached a decibel level of 76 when I was within 3 ft. When I took decibel readings again at approximately 150 ft away both of these levels were under the county mandated 60 decibel rating to be considered a noise complaint. This is one of the major reason why relocating the sawmill to the back of the property where it is surrounded by woods on 3 sides where houses are closest. I estimate these houses to be approximately 150 feet from the proposed mill location as well. The distance plus the trees in between the mill site and their house will ensure that their operation will not produce sound levels above 60 db. The one piece of equipment that I use commonly that does produce noise levels above 60 db is a chainsaw. Since the neighborhood meeting, I have purchased three battery operated chainsaws which I intend

to use primarily for operations. These battery operated chainsaws do not produce a decibel level over 60 dbs. There will be times when I must use a more powerful 2 stroke gasoline powered chainsaw and I recommend these times be limited to 8 am to 7 pm Monday to Saturday and 12 pm to 6 pm on Sunday. As far as the specific instance that Mr. Harrison cited during our meeting, I'm assuming he was referring to when I rented an excavator and was clearing part of the land in anticipation of farming activities. There are no noise regulations concerning farming activities in the county and I do not own nor do I use an excavator in conjunction with my sawmill. My sawmill does not have a function to beep. My skid steer does have a beeping function, only in reverse, but I would never run my skid steer in reverse all day long in conjunction with sawmill activities as that makes no sense.

- b. Property Value – Mr. Harrison also stated that he did not want the sawmill operation because he did not know how it would affect his property value. I cannot see Mr. Harrison's property from my property nor can you see my property from Mr. Harrison's property. I consider this to be a moot point.
  - c. Traffic – Mr. Kight said his tenant was concerned with traffic and/or large trucks driving on the easement on the road that goes to the back of my property where the Mediacom building is located. Only Mediacom employees and county employees going to the well site use this road. I do not intend on using this as the main road to conduct sawmill operations. I intend on using the long road that I built this year to conduct sawmill operations. Also, sawmill operations generate far less traffic than the sunflower farm generates where you will see numerous cars pulling in and out of the driveway on a daily basis.
4. We intend to build our forever home on this property as soon as we have enough money saved for the substantial down payment. We intend to continue farming for many years to come continuing to grow the sunflowers on the main areas visible from the road and are looking to add other things like blueberry and raspberry bushes. In the near future and when we build our home there, we will add animals to the farm also.
5. Our family has resided in Camden County since 2015. I have served in the United States Navy for 17 years now through several submarine tours, aircraft carrier tour and numerous tours both overseas and stateside in surface warfare and cyber warfare. I have volunteered as a coach the past two years and will coach youth basketball this year with Camden County Parks and Rec both during the regular season and all-star tournaments. Lindsay is a state and nationally certified pharmacy technician in both North Carolina and Virginia and is employed by UNC Medical Center. She has coached youth basketball in the past for Camden County Parks and Rec and is currently on the Camden County Youth League Board. All five of our children attend Camden county schools and excel. All five made straight As last year and are involved in sports in both Parks and Rec and school sports. We are a very tight knit community oriented family and we are asking that you pass these three applications to help us live our dream in Camden. I will retire from the U.S. Navy in a few short years and intend to reside in Camden County for the rest of my days on this earth.
6. Thank you very much for your time and consideration regarding this matter.

B. C. SMITH





8 November 2023

From: Lieutenant Brian Smith, USN & Mrs. Lindsay Smith  
To: Whom it May Concern

Subj: Neighborhood Meeting In Care Of Zoning Changes Regarding The Property Located At  
The Corner of Seymour Drive And Upton Road In Camden, NC

1. This letter serves to notify you of an upcoming "Neighborhood Meeting" required to request zoning changes to the property located on the corner of Seymour Drive and Upton Road in Camden, NC. The neighborhood meeting will take place on the front of the subject property at 9 am on 24 November 2023.

2. As the owners of this property, we are requesting the following changes to both the property and to the County Unified Development Ordinance (UDO):

- a. Change (1) – Request to rezone the entire 10.1 acres to Rural Residential. Approximately half of the property is currently zoned neighborhood residential and we have no intention of dividing the property into smaller plots and selling them.
- b. Change (2) – Request a text amendment change. Currently the Camden County, NC UDO does have not any stipulations or any guidance requiring the use of sawmills in the county. We are requesting for the UDO to be modified to allow small portable sawmills to be operated only in rural residential zoning districts. Small portable sawmills will also require a special use permit to be approved by the county commissioners before usage can begin. We have spoken with the County Manager, Mrs. Erin Burke, on this matter several times and Mrs. Burke recommends that we request this change to the county commissioners and it is a reasonable request.
- c. Change (3) – Request a special use permit to allow us to bring our small portable sawmill back to the property. The sawmill would be located in the very back of the property where it is not easily visible from either Seymour Drive or Upton Road and where it will not affect our sunflower fields and/or farm.

3. Please feel free to reach out to me at (804) 386-7811 if you have any questions or concerns regarding this matter prior to the neighborhood meeting.



B. C. SMITH  
LT, USN

Attachment: 5\_NeighborhoodMeetingNoticeReceived (Set Public Hearing - Application for Zoning Map Amendment)



Doc No: 213422  
 Recorded: 12/06/2021 02:49:28 PM  
 Fee Amt: \$26.00 Page 1 of 2  
 Excise Tax: \$210.00  
 Camden County North Carolina  
 Tammie Krauss, Register of Deeds  
 BK 418 PG 750 - 751 (2)

# NORTH CAROLINA GENERAL WARRANTY DEED

LT#  
 \$1,050.00 Revenue Stamps \$210.00  
 Tax Lot No. Parcel Identifier No. 02893402568337  
 Verified by Camden County on the 10 day of December, 2021  
 by CH 514-22 \$105,000.00 / \$1,050.00 p.p.p  
no delinquent taxes - BP 12-6-2021

Mail after recording to Hornthal, Riley, Ellis & Maland, LLP, 301 E. Main Street, Elizabeth City, NC 27909  
 This instrument was prepared by Starkey Sharp, Attorney at Law

Brief Description for the index

Parcel 2, Harris Estate Recombination

RE27950tf

THIS DEED made November 30, 2021, by and between

## GRANTOR

Richard O. Harris and wife,  
 Cheryl P. Harris

167 Happy Indian Lane  
 Southern Shores, NC 27949

## GRANTEE

Brian C. Smith and Lindsay M. Laflamme,\*  
 a one-half undivided interest each as joint tenants  
 with rights of survivorship  
 \*aka Brian Christopher Smith and Lindsay  
 Marie Laflamme  
 202 McPherson Road  
 South Mills, NC 27976

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Courthouse Township, Camden County, North Carolina and more particularly described as follows:

Parcel 2 as shown on that plat entitled "Exempt Subdivision & Recombination For Richard C. Harris Estate," prepared by Timmons Group, dated February 27, 2020 and recorded in Plat Cabinet 9, Slide 20, Camden County Public Registry.

Cheryl P. Harris joins in this conveyance as a third party Grantor for the purpose of granting, conveying, transferring and waiving any and all of her common law and/or statutory marital rights unto the Grantees.

     If checked, the property includes the primary residence of at least one of the Grantors. (NC GS § 105-317.2)

This instrument prepared by Starkey Sharp, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds

The property hereinabove described was acquired by Grantor by instruments recorded in Estate File #78-E-9, Camden County Clerk's Office and Book 52, Page 618, Camden County Registry.

A map showing the above described property is recorded in Plat Cabinet 9, Slide 20, Camden County Registry.

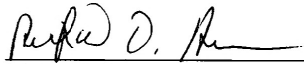
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

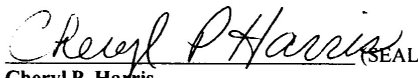
And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

Easements and restrictions of record, if any, in the Camden County Registry.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers by authority of its Board of Directors, the day and year first above written.

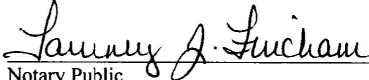
 (SEAL)  
Richard O. Harris

 (SEAL)  
Cheryl P. Harris

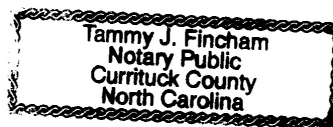
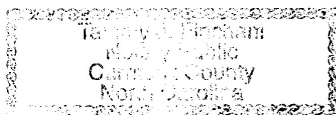
STATE OF NORTH CAROLINA, COUNTY OF Currituck

I the undersigned Notary Public for the State and County aforesaid, do hereby certify that Richard O. Harris and wife, Cheryl P. Harris personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 2<sup>nd</sup> day of December, 2021.

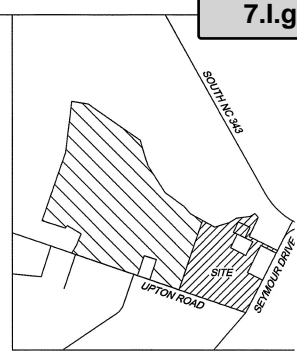
My Commission Expires: 7-26-2026

  
Notary Public

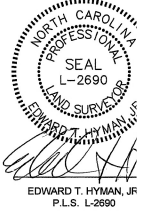
(Place Seal or Stamp Here)







VICINITY MAP  
(NOT TO SCALE)



I, EDWARD T. HYMAN, JR. CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM THE DEED DESCRIPTION RECORDED IN D.B. 52, PG. 618; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000 + AND THE POSITIONAL ACCURACY AS CALCULATED IS 95% CONFIDENCE; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 27TH DAY OF FEBRUARY, A.D., 2020.

I, EDWARD T. HYMAN, JR. PLS-2690, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GNSS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- 1) CLASS OF SURVEY: CLASS A
- 2) POSITIONAL ACCURACY: 2-CENTIMETERS
- 3) TYPE OF GPS FIELD PROCEDURE: "RTK"
- 4) DATES OF SURVEY: 01-30-2020, 02-13-2020, 02-26-2020
- 5) DATUM/EPOCH: NO-GRID NAD83(2011), EPOCH 2010
- 6) PUBLISHED/FIXED CONTROL USE: OPUS-SOLUTION
- 7) GEOID MODEL: GEOID12B
- 8) COMBINED GRID FACTOR: 1.00005158
- 9) UNITS: US SURVEY FEET

I, EDWARD T. HYMAN, JR. PLS-2690, CERTIFY,

F(11) D. THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

- NOTES:
- 1) ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.
  - 2) THE PROPERTY IS LOCATED IN FLOOD ZONE "X", "SHADED X", & "AE(41)" AS SHOWN ON FLOOD MAP PANEL 372093400K, DATED DECEMBER 21, 2018. SUBJECT TO CHANGE BY FEMA.
  - 3) THERE ARE NO N.G.S. MONUMENTS WITHIN 2,000' OF THE SITE.
  - 4) A WETLAND DELINEATION HAS NOT BEEN PERFORMED ON THIS PROPERTY.

NORTH CAROLINA, CAMDEN COUNTY

I, Matthew Meads REVIEW OFFICER FOR CAMDEN COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

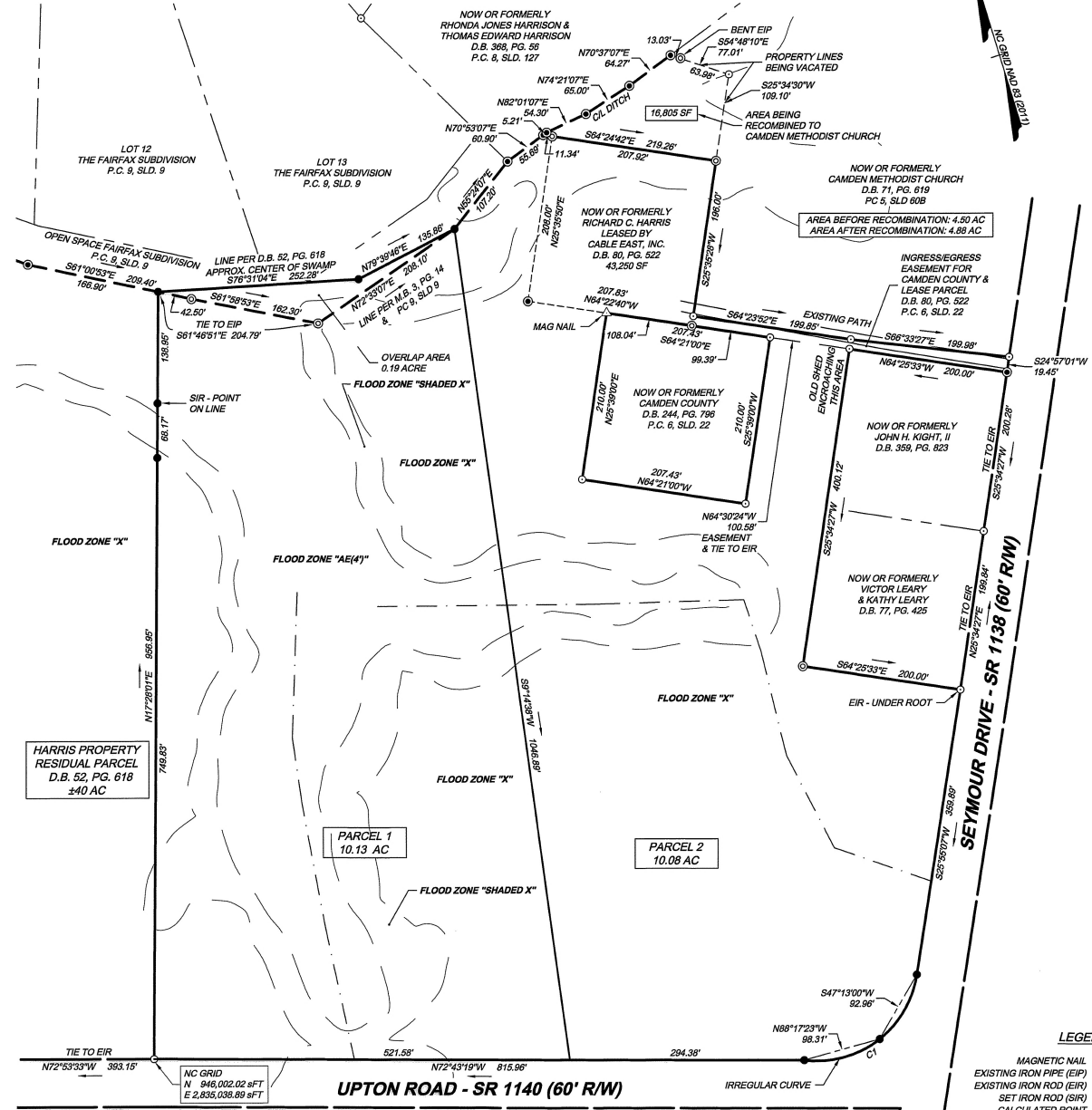
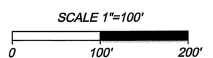
M Meads REVIEW OFFICER DATE 7-17-2020

Doc No: 209601  
Recorded: 07/17/2020 03:59:26 PM  
Fee Amt: \$21.00 Page 1 of 1  
Camden County North Carolina  
Tammie Kraus, Register of Deeds  
BK 9 PG 20 - 20 (1)

LEGEND

- MAGNETIC NAIL
- EXISTING IRON PIPE (EIP)
- EXISTING IRON ROD (EIR)
- SET IRON ROD (SIR)
- CALCULATED POINT
- PROPERTY BOUNDARY
- PROPERTY BOUNDARY LINES NOT SURVEYED THIS DATE
- LEASE PARCEL BOUNDARY
- RIGHT-OF-WAY
- PROPERTY EXTENSION
- PROPERTY TIES
- PROPERTY LINES TO BE VACATED
- INGRESS/EGRESS EASEMENT
- FEMA FLOOD ZONE
- APPROXIMATE LOCATION EXISTING DITCH

CURVE TABLE					
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING
C1	126.31'	196.17'	124.10'	88°59'14"	S70°07'08"W
					177.04'



S:\10945290 - 160 Upton Road - Camden, NC\DWG\45290V - 160 Upton Rd.dwg | Plotted on 7/13/2020 4:28 PM | by Eddie Hyman

EXEMPT SUBDIVISION & RECOMBINATION FOR  
RICHARD C. HARRIS ESTATE

BEING PROPERTY DESCRIBED IN D.B. 52, PG. 618  
COURTHOUSE TOWNSHIP CAMDEN COUNTY NORTH CAROLINA

**TIMMONS GROUP**  
1805 West City Drive, Unit E, Elizabeth City, NC 27909  
TEL 252.621.5030 www.timmons.com  
North Carolina License Number C-1652

SCALE: 1"=100' FILE NO: 45290 DATE OF SURVEY: FEBRUARY 26, 2020 DRAFTED: DATE: CHECKED:



## Board of Commissioners AGENDA ITEM SUMMARY SHEET

### Consent Agenda

<b>Item Number:</b>	7J
<b>Meeting Date:</b>	January 02, 2024
<b>Submitted By:</b>	Amber Curling, Planning & Zoning Prepared by: Karen Davis
<b>Item Title</b>	<b>Set Public Hearing - Application for Text Amendment</b>
<b>Attachments:</b>	1-CA-AgendaSummary_TextAmendment (DOCX) 2-2023-10-84-TextAmmendmentApp (PDF) 3-OrdinanceForTextAmendments_2023-02-02 (DOCX)

Agenda summary and supporting documentation attached.

**Camden County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** January 2, 2024

**Attachments:** Ordinance 2023-02-02 for Text Amendment, Application

**Submitted By:** Planning Department

**Item Title:** Text Amendment Application UDO 2023-10-84 to section 151.4.5 of the Camden County Code of Ordinances of Camden County, NC

**Summary:**

Brian Smith has submitted a text amendment application. The attached proposed ordinance presents the requested text change to the Camden County Unified Development Ordinance (151.4.5). The request is necessary to permit a sawmill in the rural residential zoning district.

The request would add to Article 151.4 Use Regulations in the Common Accessory Use Table 4.5.4 an accessory use of Mobile/Portable or Stationary Sawmill permitted by use or by special use permit with specific standards outlined in section 151.4.5.5.V Standards for Specific Accessory Uses "Sawmill".

The Planning Board meeting is scheduled for January 17, 2024.

**Recommendation:**

Motion to set Public Hearing for February 5, 2024.



## Text Amendment Application

**OFFICIAL USE ONLY:**

 UDO Number 2023-10-84

 Date Filed: 10/26/23

 Amount Paid: \$500.00

 Received By: McClary
**Contact Information**
**APPLICANT**

Name: Brian/Lindsay Smith  
 Address: 000 Upton Road  
Camden, NC 27976  
 Telephone: 804-386-7811  
 Fax: N/A  
 Email: Bcsmith53@hotmail.com

**REQUEST**

I, the undersigned, do hereby make application to change the Camden County UDO as herein requested.

Amend Chapter(s) Article 151.4 Section(s) 4.5; 4.5.4; 4.5.5 as follows:

Respectfully request a change to Section 4.5.4 Table of Allowable Uses to allow for mobile or portable sawmills only in Rural Residential (RR) zoning areas annotated with a (P) to indicate only with permitted uses.

Also, respectfully request a change to Section 4.5.5 to delineate the following:

- Mobile or portable sawmills: A sawing or cutting machine used to turn logs into lumber; whether trailered or truck-mounted; capable of easily being moved, set up and operated on a site; not attached or fixed in location
- Sawmill, Stationary. A fixed structure mounted on a foundation for the purpose of turning logs into lumber; includes the entire operational area: e.g. log sorting yard(s), milling machine(s), sorting and storage area(s); administration and maintenance area(s). Stationary sawmills are not permitted in (RR) zoning districts.

If needed, additional sheets may be attached.

[Signature]  
Petitioner / Applicant

10/12/2023  
Date

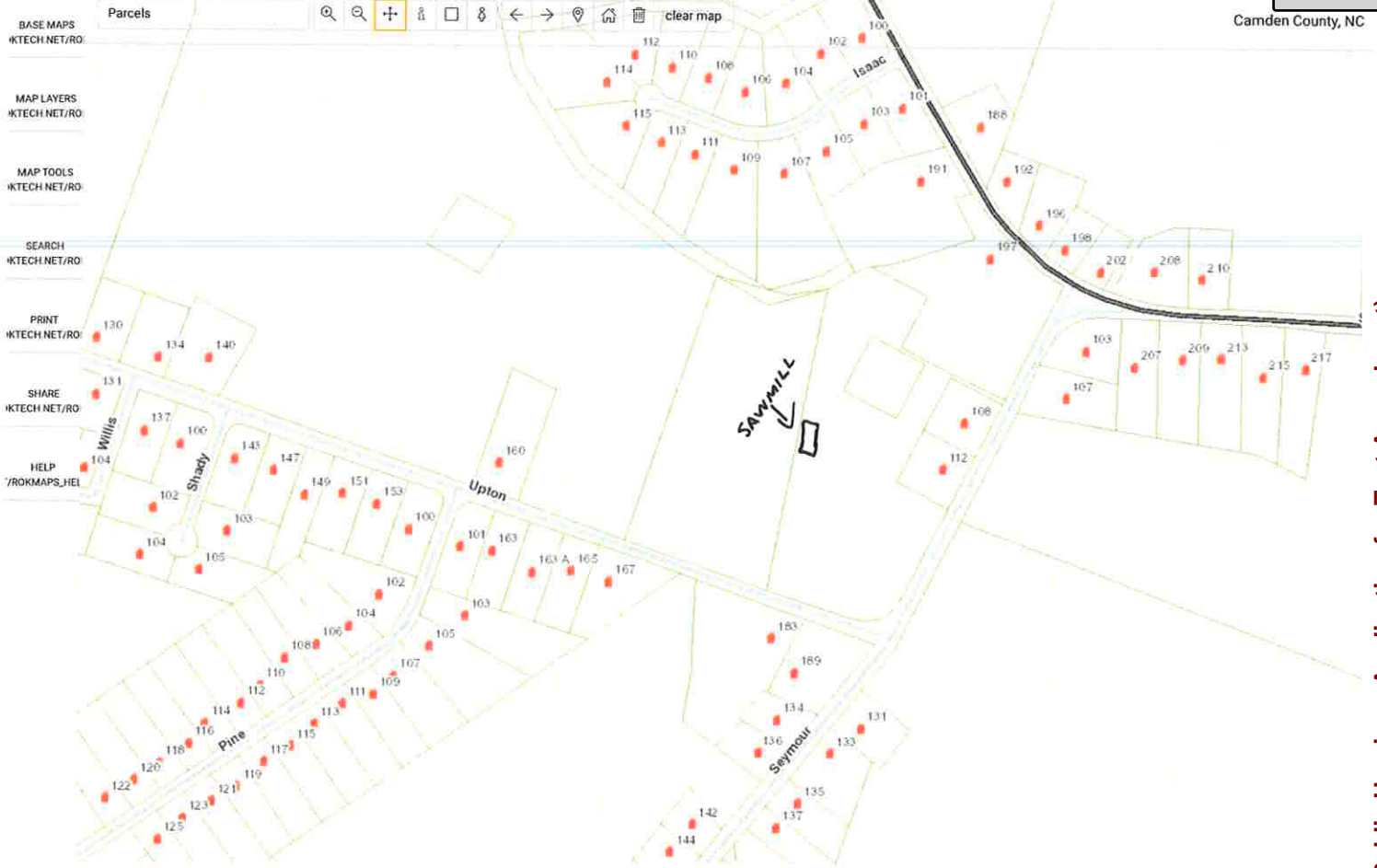
Revised 11/13/2020

Attachment: 2-2023-10-84- TextAmendmentApp (Set Public Hearing - Application for Text Amendment)

# SITE PLAN

7.J.b

Camden County, NC



Attachment: 2-2023-10-84-\_TextAmmdmentApp (Set Public Hearing - Application for Text Amendment)



**Ordinance No. 2023-02-02**  
**An Ordinance**  
**Amending the Camden County Code of Ordinances**  
**Camden County, North Carolina**

BE IT ORDAINED BY THE CAMDEN COUNTY BOARD OF COMMISSIONERS as follows:

**Article I: Purpose**

The purpose of this Ordinance is to amend Chapter 151 of the Camden County Code of Ordinances of Camden County, North Carolina, which was originally adopted by the County Commissioners on January 1, 1998, and subsequently revised February 4, 2019 and subsequently amended, and as otherwise incorporated into the Camden County Code.

**Article II: Construction**

For purposes of this Ordinance strikethrough words (~~strikethrough~~) shall be considered deletions to existing language. New language of proposed ordinance shall be shown in italics, underlined, and highlighted (***italics***).

**Article III:** Amended Chapter 151 as amended of the Camden County Code which shall read as follows:

TABLE ERROR! REFERENCE SOURCE NOT FOUND.: COMMON ACCESSORY USE TABLE															
		“P”= Permitted					“S”= Permitted with Special Use Permit					“.”= Prohibited			
ACCESSORY USE		RESIDENTIAL					COMMERCIAL					IND.			ACC. USE-SPECIFIC STANDARD
	CP	WL	RR	SR	NR	VR	CC	VC	MX	HC	MC	LI	HI	PD	
Accessory Dwelling Unit	.	P	P	P	P	P	P	P	P	P	P	.	.	A	Error! Reference source not found.
Amateur Ham Radio	.	P	P	P	P	P	P	P	P	P	P	P	P	A	Error! Reference source not found.
Boat Lifts	P	P	P	P	P	P	P	P	P	P	P	P	P	A	Error! Reference source not found.
Boat Ramps	P	P	P	P	P	P	P	P	P	P	P	P	P	A	Error! Reference source not found.
Cemetery, Family or Religious Institution	.	P	P	P	S	.	P	.	.	P	.	.	.	A	Error! Reference source not found.
Child Care, Incidental	.	P	P	P	P	P	P	P	P	.	.	.	.	A	Error! Reference source not found.

# TABLE ERROR! REFERENCE SOURCE NOT FOUND.: COMMON ACCESSORY USE TABLE

"P"= Permitted "S"= Permitted with Special Use Permit "."= Prohibited

ACCESSORY USE	RESIDENTIAL						COMMERCIAL					IND.		PD	ACC. USE-SPECIFIC STANDARD
	CP	WL	RR	SR	NR	VR	CC	VC	MX	HC	MC	LI	HI		
Community Agriculture	S	P	P	P	P	P	P	P	P	.	.	.	.	A	Error! Reference source not found.
Docks, Piers	P	P	P	P	P	P	P	P	P	P	P	P	P	A	Error! Reference source not found.
Drive-Through	.	.	.	.	.	.	P	P	.	P	.	P	.	A	Error! Reference source not found.
Excavation	.	P	.	.	.	.	.	.	.	P	P	P	P	A	Error! Reference source not found.
Gasoline Sales	.	.	.	.	.	.	P	P	S	P	P	P	.	A	Error! Reference source not found.
Home Occupation	.	P	P	P	P	P	P	P	P	P	P	.	.	A	Error! Reference source not found.
Horse Stable	.	P	P	P	P	P	.	.	.	.	.	.	.	A	Error! Reference source not found.
Housing for Poultry	.	P	P	P	P	.	P	.	.	P	.	.	.	A	Error! Reference source not found.
Ice House	.	.	.	.	.	.	P	P	P	P	P	P	.	A	Error! Reference source not found.
Outdoor Display and Sales	.	.	.	.	.	.	P	P	P	P	.	P	.	A	Error! Reference source not found.
Outdoor Storage (Nonresidential)	.	.	.	.	.	.	P	P	P	P	P	P	P	A	Error! Reference source not found.

Attachment: 3-OrdinanceForTextAmendments\_2023-02-02 (Set Public Hearing - Application for Text Amendment)



TABLE ERROR! REFERENCE SOURCE NOT FOUND.: COMMON ACCESSORY USE TABLE															
"P"= Permitted      "S"= Permitted with Special Use Permit      "."= Prohibited															
ACCESSORY USE		RESIDENTIAL					COMMERCIAL					IND.			ACC. USE-SPECIFIC STANDARD
	CP	WL	RR	SR	NR	VR	CC	VC	MX	HC	MC	LI	HI	PD	
Parking of Boats or Watercraft	.	P	P	P	P	P	P	P	P	P	P	P	P	A	Error! Reference source not found.
Parking of Heavy Trucks, Trailers in Residential Districts	.	P	P	S	S	.	.	.	.	.	.	.	.	A	Error! Reference source not found.
Produce Stands	.	P	P	P	.	.	P	P	P	P	.	P	.	A	Error! Reference source not found.
Recreational Vehicles	.	P	P	P	.	.	.	.	.	P	.	.	.	A	Error! Reference source not found.
Retail Sales from a Vehicle	.	S	.	.	.	.	P	P	P	P	P	P	P	A	Error! Reference source not found.
Sawmill			S												4.5.5.W
Solar Energy Equipment	.	P	P	P	P	P	P	P	P	P	P	P	P	A	4.5.5.WX
Underground Storage Tanks	.	S	.	.	.	.	P	S	.	P	P	P	P	A	XXY
Wind Energy Conversion Facility, Small	.	P	S	S	S	S	P	P	S	P	P	P	P	A	Y

## 4.5.5 STANDARDS FOR SPECIFIC ACCESSORY USES

### W. Sawmill

#### 1. Mobile or Portable Sawmill

- A sawing or cutting machine used to turn logs into lumber, whether trailered or truck-mounted.
- Capable of easily being moved, set up and operated on a site.
- Not attached or fixed in location

#### 2. Stationary Sawmill

- A fixed structure mounted on a foundation for the purpose of turning logs into lumber.
- Includes the entire operational area:
  - log sorting yard (s)
  - milling machine (s)
  - sorting area (s)
  - storage area (s)
  - administration area (s)
  - maintenance (s)

### W. X. Solar Energy Equipment

Solar energy equipment shall comply with the following standards:

### X. Y. Underground Storage Tanks

✕ **Z** Wind Energy Conversion Facility, Small



## Board of Commissioners

## Consent Agenda

**Item Number:** 7.K  
**Meeting Date:** January 02, 2024  
**Submitted By:** Amber Curling,  
 Planning & Zoning  
 Prepared by: Karen Davis

Item Title	Set Public Hearing - Application for Special Use Permit
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**Attachments:** 1\_AgendaSummary\_SmithSUP-ConsentAgenda (DOCX)  
3-SUPApplication (PDF)  
4\_NeighborhoodMeetingsSummary (PDF)  
5\_-NeighborhoodMeetingNoticeReceived (PDF)  
6\_Deed (PDF)  
7\_Plat (PDF)

Agenda summary and supporting documentation attached.

**Camden County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** January 2, 2024

**Attachments:** Special Use Application, Neighborhood Meetings Summary, Deed and Plat

**Submitted By:** Planning Department

**Item Title:** Application for Special Use Permit

**Summary:**

Mr. Brian Smith has requested a Special Use Permit on a 10.1-acre parcel located on the Northwest corner of Seymour Drive and Upton Road with parcel ID 02-8934-02-56-8337.0000. The request is to permit use of a portable sawmill to manufacture wood products on site and then sell said products produced on the property.

**Recommendation:**

Motion to set Public Hearing for February 5, 2024.



## Land Use / Special Use Permit Application

### OFFICIAL USE ONLY:

UDO Number: 2023-10-86 Zoning Dist.: RR/NR  
 Date Filed: 10/26/2023 Flood Zone: X  
 Amount Paid: \$400.00 Watershed (Y/N): N  
 Stormwater Fee: NA Taxes Pd (Y/N): Y  
 Received By: Maryt. Laver LLC current: \_\_\_\_\_

### Contact Information

☒ PROPERTY OWNER ☐ APPLICANT

☐ AGENT

Name: BRIAN SMITH

Name: \_\_\_\_\_

Address: 202 MCPHERSON ROAD  
SOUTH MILLS, NC 27976

Address: \_\_\_\_\_

Telephone: 804-386-7811

Telephone: \_\_\_\_\_

Email: BLSMITH53@HOTMAIL.COM

Email: \_\_\_\_\_

LEGAL RELATIONSHIP OF APPLICANT TO PROPERTY OWNER: \_\_\_\_\_

DOCUMENTATION OF PROPERTY OWNER GIVING CONSENT TO APPLICANT (Y/N/NA): \_\_\_\_\_

### Project/Property Information

Project Name: Upton/Seymour NW corner

Physical Street Address/Location: CORNER OF SEYMOUR AND UPTON / DDD UPTON ROAD

Parcel ID Number(s): 02 8934 02 56 8337 0000

Total Number of Land Parcel(s): 1 Total Parcel(s) Acreage: 10.1

Deed Book / Page Number and/or Plat Cabinet / Slide Number: 418/750 9/20

Existing Land Use of Property: RURAL RESIDENTIAL / NEIGHBORHOOD RESIDENTIAL / BONA FIDE

Proposed Special Use: ALL RURAL RESIDENTIAL

### Reply if any of the following are Required

Is Major Site Plan Needed? NO Are Building Permits Needed? NO

Perc Test (Y,N,NA): NO Water Connection Approval (Y,N,NA): NO

Sewer Connection Approval: NO Erosion and Sediment Control Permit from the State NO

Wetlands Delineation NO Storm Water Management Permit from the State NO

### Meeting

Date Community Meeting Held (Y,N,NA): 26 SEP 2023 Meeting Location: PROPERTY

→ New meeting 11/24/2023 9am @ Property

Attachment: 3-SUP Application (Set Public Hearing - Application for Special Use Permit)

**Purpose of the Special Use Permit and Project Narrative** (attach separate sheet if needed):

TO ALLOW FOR THE USE OF A SMALL PORTABLE SAWMILL ON RURAL RESIDENTIAL LAND AND THE SELLING OF SAID PRODUCTS.

The applicant shall provide a response to each of the following. Staff shall prepare specific findings of fact based on the evidence submitted. Said findings shall be submitted to Board of Commissioners for their consideration.

A. Will the Special Use endanger the public health or safety at the proposed location? NØ

B. Are there any requirements, standards, conditions, and/or specifications of the Unified Development Ordinance, including article 151.4 Use Regulations that the Special Use DOES NOT comply with? NØ

C. Will the Special Use substantially injure the value of adjoining or abutting lands? NØ

D. Will the Special Use be in harmony with the area in which it is to be located? YES

E. Will the Special Use be in conformity with the Land Use Plan or other officially adopted plan(s)? YES

F. Will the Special Use exceed the county's ability to provide adequate public facilities, including, but not limited to: schools, fire and rescue, law enforcement, and other county facilities? (Applicable state standards and guidelines shall be followed for determining when public facilities are adequate.) NØ

*I, the undersigned, do certify that all of the information presented in this application is accurate to the best of my knowledge, information, and belief. Further, I hereby authorize county officials to enter my property during reasonable business hours for purposes of determining zoning compliance. All information submitted and required as part of this application process shall become public record.*



Property Owner(s)/Applicant\*

10/12/2023

Date

\*Note: Forms must be signed by the owner(s) of record, contract purchaser(s), or other person(s) having a recognized property interest. If there are multiple property owners/applicants, a signature is required for each.

11/18/2020

Attachment: 3-SUPApplication (Set Public Hearing - Application for Special Use Permit)



Erin Burke <eburke@camdencountync.gov>

Fri 9/8/2023 3:52 PM

To: bcsmith53@hotmail.com <bcsmith53@hotmail.com>

Cc: Lindsay Laflamme <lindsaylaflamme@ymail.com>

📎 4 attachments (3 MB)

special-use-permit-application.pdf; zoning-map-amendment-checklist.pdf; zoning-map-amendment-application.pdf; text-amendment-application-fillablepdf (1).pdf;

Good Afternoon:

My apologies for the late week response. We had some unexpected events this week and this kept getting bumped.

I can not remember if we discussed rezoning the property. We discussed that it was in two different districts, you could certainly do that if you would like as part of this process. My recommendation is to request this be added as an accessory use in the Rural Residential district. I have attached a number of forms that would need to be completed, and a check list if you would like to pursue the rezoning of the parcel.

The following processes can run concurrently:

- Rezone the property (if you would like) to Rural Residential (RR)
- Request a Zoning Text Amendment to Article 151.4, Use Regulations, Section 4.5 Accessory Uses, Section 4.5.4 Table of Allowable Uses (as a special use in RR), & Standards for Specific Accessory Uses 4.5.5 (add the definition you provided me, and any restrictions you think should be applied universally to this use).
- Special Use Permit application to operate a Portable Sawmill in RR.

Once you have the forms complete, I am happy to look them over before you submit them to the Planning Department.

Please let me know if you have any questions, I think I have covered everything we discussed.

Best,

Erin Burke

PS Any chance of getting a Venmo QR for the honor system flowers, I am terrible about carrying cash? 😊

Attachment: 3-SUPApplication (Set Public Hearing - Application for Special Use Permit)



28 Sep 23

From: LT Brian C. Smith, Mrs. Lindsay Smith  
 To: Camden County, NC Board of Commissioners

Subj: Neighborhood Meeting

1. This letter serves to communicate the information and dialogue regarding the neighborhood meeting that took place on 26 September 2023 at 6 pm on the property located at 000 Upton Road, Camden NC 27921.
2. Meeting attendees were either notified in person via face to face communications, via mail with a letter dropped off in the mailbox, or via phone in the case of Mr. and Mrs. Kight. All notifications were made on 16 September 2023.
3. Landowners that were notified about the meeting:
  - a. Vernon and Betty Bray
  - b. Kathy Leary
  - c. John and Diane Kight
  - d. Tommy Harrison
  - e. Chip Young
  - f. White house on corner
  - g. David Clark
  - h. Brandon
4. List of meeting attendees:
  - a. Vernon Bray
  - b. Chip Young
  - c. John Kight
  - d. Tommy Harrison
5. Description of the development process presented to the attendees. Each attendee was briefed that three actions that we were requesting: 1) Request to rezone the entire property located at 000 Upton Road to Rural Residential; 2) Request a change to the Camden County NC UDO to allow for small portable sawmills in Rural Residential zoning areas under permitted uses and; 3) Request a special use permit to allow for a small portable sawmill to be operated on 000 Upton Road.
6. A summary of attendee comments, ideas, suggestions from citizens to be incorporated into the development proposal:
  - a. Vernon Bray: Mr. Bray stated that he had no issues with what we were requesting and we never bothered him or his wife when we operated there in the past.
  - b. Chip Young: Mr. Young stated that he had no issues with what we were requesting but he did have an issue with the church that was located close to his house and the noise level and frequency of the church bells.
  - c. John Kight: Mr. Kight stated his tenants only concern was larger trucks driving down the access road since his tenant has small children and was concerned with their safety.
  - d. Tommy Harrison: Mr. Harrison said he was against this proposal for three reasons. 1) Noise concerns, especially a beeping noise that occurred all day one Sunday; 2) His property value; working during Sunday



B. C. SMITH

CUI

Attachment: 4\_NeighborhoodMeetingsSummary (Set Public Hearing - Application for Special Use Permit)

27 Nov 23

From: LT Brian C. Smith, Mrs. Lindsay Smith  
 To: Camden County, NC Board of Commissioners

Subj: Neighborhood Meeting

1. This letter serves to communicate the information and dialogue regarding the neighborhood meeting that took place on 24 November 2023 at 9 am on the property located at 000 Upton Road, Camden NC 27921.
2. Meeting attendees were notified via mail. All notifications were mailed on 8 November 2023.
3. Landowners that were notified about the meeting:
  - a. BENNETT, DANNY
  - b. LDM DEBRITO LLC
  - c. KIGHT, JOHN H II
  - d. LEARY, VICTOR & KATHY
  - e. HARRISON, RHONDA JONES
  - f. ALBERTSON, THOMAS RYAN
  - g. BRAY, BETTY S
  - h. BOSEMAN, SUZANNE S LE
  - i. CHURCH OF THE REDEEMER INC
  - j. CAMDEN METHODIST CHURCH
  - k. CAMDEN LAND AND TIMBER
  - l. CAMDEN COUNTY
  - m. A&B BUILDING INCORPORATED
  - n. FIELDS, BRANDON L
  - o. A&B BUILDING INCORPORATED
  - p. YOUNG, ELVIN B JR
  - q. CLARK, DAVID (Property formally owned by Richard Harris)
4. List of meeting attendees: None
5. Description of the development process presented to the attendees. None
6. A summary of attendee comments, ideas, suggestions from citizens to be incorporated into the development proposal: None

B. C. SMITH

Attachment: 4\_NeighborhoodMeetingsSummary (Set Public Hearing - Application for Special Use Permit)

27 Nov 23

From: LT Brian C. Smith, Mrs. Lindsay Smith  
 To: Camden County, NC Board of Commissioners

Subj: Proposal Dialogue

1. This letter serves to communicate the information regarding the three requests submitted to the board for approval.

2. We are respectfully requesting you approve all 3 applications for the following reasons:

a. Special Use Permit/UDO Text Addendum – We are requesting to bring our sawmill operation back to the property at 000 Upton Road. The relocation of the sawmill would allow for us to mill lumber on site for our agriculture barn that we are currently planning to build in 2024 as well as mill lumber for other projects that we have planned for our farm. We are also requesting to sell some of the additional lumber to help offset the costs of the farm and equipment as well. We would like to locate the sawmill in the back of our property, near the future Camden well site and the current Mediacom operations building. Locating the mill operation in the back of the property would help to keep a neat clean appearance from the road.

The Camden County UDO does not currently have any restrictions or guidance what so ever regarding the use of sawmills. The UDO text addendum that we are requesting is geared towards small independent sawmill operators, like us, who want to provide products to the local community that you cannot find within the county or local counties. The vast majority of sawmill work that we do is for agricultural projects since rough cut lumber cannot easily be used in residential applications. This will allow farmers, who represent a large majority of Camden residents, to get extremely low priced lumber to the exact specifications that they need to operate their farms.

b. Rezoning request – We are also requesting the entire property be rezoned to rural residential vice half rural residential and half neighborhood residential. The current zoning of the property makes no sense since the area that is zoned neighborhood residential has zero road frontage and can only be accessed through the rural residential area. We have no intent of ever subdividing this property for the purpose of selling lots therefore there is no reason for this property to be zoned neighborhood residential.

3. Concerns:

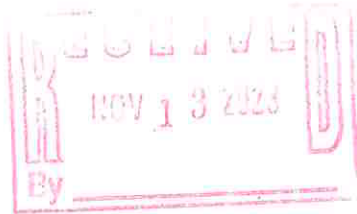
- a. Noise – At the first neighborhood meeting, one resident, Tommy Harrison, said noise was one of his complaints with our proposal. He specifically cited an instance on a Sunday where he heard beeping all day long. After his complaint, I did research regarding decibel levels of my equipment and I found that the sawmill, while cutting a log, reached a decibel level of 75 when I was within 3 ft and the skid steer reached a decibel level of 76 when I was within 3 ft. When I took decibel readings again at approximately 150 ft away both of these levels were under the county mandated 60 decibel rating to be considered a noise complaint. This is one of the major reason why relocating the sawmill to the back of the property where it is surrounded by woods on 3 sides where houses are closest. I estimate these houses to be approximately 150 feet from the proposed mill location as well. The distance plus the trees in between the mill site and their house will ensure that their operation will not produce sound levels above 60 db. The one piece of equipment that I use commonly that does produce noise levels above 60 db is a chainsaw. Since the neighborhood meeting, I have purchased three battery operated chainsaws which I intend

to use primarily for operations. These battery operated chainsaws do not produce a decibel level over 60 dbs. There will be times when I must use a more powerful 2 stroke gasoline powered chainsaw and I recommend these times be limited to 8 am to 7 pm Monday to Saturday and 12 pm to 6 pm on Sunday. As far as the specific instance that Mr. Harrison cited during our meeting, I'm assuming he was referring to when I rented an excavator and was clearing part of the land in anticipation of farming activities. There are no noise regulations concerning farming activities in the county and I do not own nor do I use an excavator in conjunction with my sawmill. My sawmill does not have a function to beep. My skid steer does have a beeping function, only in reverse, but I would never run my skid steer in reverse all day long in conjunction with sawmill activities as that makes no sense.

- b. Property Value – Mr. Harrison also stated that he did not want the sawmill operation because he did not know how it would affect his property value. I cannot see Mr. Harrison's property from my property nor can you see my property from Mr. Harrison's property. I consider this to be a moot point.
  - c. Traffic – Mr. Kight said his tenant was concerned with traffic and/or large trucks driving on the easement on the road that goes to the back of my property where the Mediacom building is located. Only Mediacom employees and county employees going to the well site use this road. I do not intend on using this as the main road to conduct sawmill operations. I intend on using the long road that I built this year to conduct sawmill operations. Also, sawmill operations generate far less traffic than the sunflower farm generates where you will see numerous cars pulling in and out of the driveway on a daily basis.
4. We intend to build our forever home on this property as soon as we have enough money saved for the substantial down payment. We intend to continue farming for many years to come continuing to grow the sunflowers on the main areas visible from the road and are looking to add other things like blueberry and raspberry bushes. In the near future and when we build our home there, we will add animals to the farm also.
5. Our family has resided in Camden County since 2015. I have served in the United States Navy for 17 years now through several submarine tours, aircraft carrier tour and numerous tours both overseas and stateside in surface warfare and cyber warfare. I have volunteered as a coach the past two years and will coach youth basketball this year with Camden County Parks and Rec both during the regular season and all-star tournaments. Lindsay is a state and nationally certified pharmacy technician in both North Carolina and Virginia and is employed by UNC Medical Center. She has coached youth basketball in the past for Camden County Parks and Rec and is currently on the Camden County Youth League Board. All five of our children attend Camden county schools and excel. All five made straight As last year and are involved in sports in both Parks and Rec and school sports. We are a very tight knit community oriented family and we are asking that you pass these three applications to help us live our dream in Camden. I will retire from the U.S. Navy in a few short years and intend to reside in Camden County for the rest of my days on this earth.
6. Thank you very much for your time and consideration regarding this matter.

B. C. SMITH





8 November 2023

From: Lieutenant Brian Smith, USN & Mrs. Lindsay Smith  
To: Whom it May Concern

Subj: Neighborhood Meeting In Care Of Zoning Changes Regarding The Property Located At  
The Corner of Seymour Drive And Upton Road In Camden, NC

1. This letter serves to notify you of an upcoming "Neighborhood Meeting" required to request zoning changes to the property located on the corner of Seymour Drive and Upton Road in Camden, NC. The neighborhood meeting will take place on the front of the subject property at 9 am on 24 November 2023.
2. As the owners of this property, we are requesting the following changes to both the property and to the County Unified Development Ordinance (UDO):
  - a. Change (1) – Request to rezone the entire 10.1 acres to Rural Residential. Approximately half of the property is currently zoned neighborhood residential and we have no intention of dividing the property into smaller plots and selling them.
  - b. Change (2) – Request a text amendment change. Currently the Camden County, NC UDO does have not any stipulations or any guidance requiring the use of sawmills in the county. We are requesting for the UDO to be modified to allow small portable sawmills to be operated only in rural residential zoning districts. Small portable sawmills will also require a special use permit to be approved by the county commissioners before usage can begin. We have spoken with the County Manager, Mrs. Erin Burke, on this matter several times and Mrs. Burke recommends that we request this change to the county commissioners and it is a reasonable request.
  - c. Change (3) – Request a special use permit to allow us to bring our small portable sawmill back to the property. The sawmill would be located in the very back of the property where it is not easily visible from either Seymour Drive or Upton Road and where it will not affect our sunflower fields and/or farm.
3. Please feel free to reach out to me at (804) 386-7811 if you have any questions or concerns regarding this matter prior to the neighborhood meeting.



B. C. SMITH  
LT, USN

Attachment: 5\_-NeighborhoodMeetingNoticeReceived (Set Public Hearing - Application for Special Use Permit)



Doc No: 213422  
 Recorded: 12/06/2021 02:49:28 PM  
 Fee Amt: \$26.00 Page 1 of 2  
 Excise Tax: \$210.00  
 Camden County North Carolina  
 Tammie Krauss, Register of Deeds  
 BK 418 PG 750 - 751 (2)

# NORTH CAROLINA GENERAL WARRANTY DEED

LT#  
 \$1,050.00 Revenue Stamps \$210.00  
 Tax Lot No. Parcel Identifier No. 02893402568337  
 Verified by Camden County on the 12 day of December, 2021  
 by CH 514-22 \$105,000.00 / \$1,050.00 p.p.p  
no delinquent taxes - 12-6-2021

Mail after recording to Hornthal, Riley, Ellis & Maland, LLP, 301 E. Main Street, Elizabeth City, NC 27909  
 This instrument was prepared by Starkey Sharp, Attorney at Law

Brief Description for the index

**Parcel 2, Harris Estate Recombination**

RE27950tf

THIS DEED made November 30, 2021, by and between

GRANTOR	GRANTEE
<b>Richard O. Harris and wife,            Cheryl P. Harris</b>  <b>167 Happy Indian Lane            Southern Shores, NC 27949</b>	<b>Brian C. Smith and Lindsay M. Laflamme,*</b> <b>a one-half undivided interest each as joint tenants</b> <b>with rights of survivorship</b> <b>*aka Brian Christopher Smith and Lindsay</b> <b>Marie Laflamme</b> <b>202 McPherson Road</b> <b>South Mills, NC 27976</b>

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Courthouse Township, Camden County, North Carolina and more particularly described as follows:

Parcel 2 as shown on that plat entitled "Exempt Subdivision & Recombination For Richard C. Harris Estate," prepared by Timmons Group, dated February 27, 2020 and recorded in Plat Cabinet 9, Slide 20, Camden County Public Registry.

Cheryl P. Harris joins in this conveyance as a third party Grantor for the purpose of granting, conveying, transferring and waiving any and all of her common law and/or statutory marital rights unto the Grantees.

     **If checked, the property includes the primary residence of at least one of the Grantors. (NC GS § 105-317.2)**

This instrument prepared by Starkey Sharp, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds



The property hereinabove described was acquired by Grantor by instruments recorded in Estate File #78-E-9, Camden County Clerk's Office and Book 52, Page 618, Camden County Registry.

A map showing the above described property is recorded in Plat Cabinet 9, Slide 20, Camden County Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

Easements and restrictions of record, if any, in the Camden County Registry.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers by authority of its Board of Directors, the day and year first above written.

Richard O. Harris (SEAL)  
Richard O. Harris

Cheryl P. Harris (SEAL)  
Cheryl P. Harris

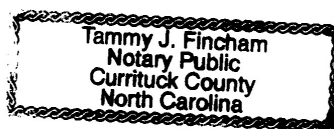
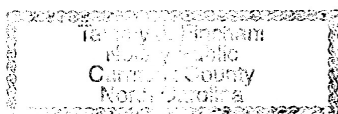
STATE OF NORTH CAROLINA, COUNTY OF Currituck

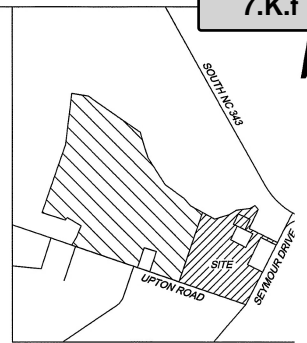
I the undersigned Notary Public for the State and County aforesaid, do hereby certify that Richard O. Harris and wife, Cheryl P. Harris personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 2<sup>nd</sup> day of December, 2021.

My Commission Expires: 7-26-2026

Tammy J. Fincham  
Notary Public

(Place Seal or Stamp Here)



VICINITY MAP  
(NOT TO SCALE)EDWARD T. HYMAN, JR.  
P.L.S. L-2690

I, EDWARD T. HYMAN, JR. CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM THE DEED DESCRIPTION RECORDED IN D.B. 52, PG. 618; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000 + AND THE POSITIONAL ACCURACY AS CALCULATED IS 95% CONFIDENCE; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 27TH DAY OF FEBRUARY, A.D., 2020.

I, EDWARD T. HYMAN, JR. PLS-2690, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GNSS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- 1) CLASS OF SURVEY: CLASS A
- 2) POSITIONAL ACCURACY: 2-CENTIMETERS
- 3) TYPE OF GPS FIELD PROCEDURE: "RTK"
- 4) DATES OF SURVEY: 01-30-2020, 02-13-2020, 02-26-2020
- 5) DATUM/EPOCH: NO-GRID NAD83(2011), EPOCH 2010
- 6) PUBLISHED/FIXED CONTROL USE: OPUS-SOLUTION
- 7) GEOID MODEL: GEOID12B
- 8) COMBINED GRID FACTOR: 1.00005158
- 9) UNITS: US SURVEY FEET

I, EDWARD T. HYMAN, JR. PLS-2690, CERTIFY,

F(11) D. THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

## NOTES:

- 1) ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.
- 2) THE PROPERTY IS LOCATED IN FLOOD ZONE "X", "SHADED X", & "AE(41)" AS SHOWN ON FLOOD MAP PANEL 3720993400K, DATED DECEMBER 21, 2018. SUBJECT TO CHANGE BY FEMA.
- 3) THERE ARE NO N.G.S. MONUMENTS WITHIN 2,000' OF THE SITE.
- 4) A WETLAND DELINEATION HAS NOT BEEN PERFORMED ON THIS PROPERTY.

NORTH CAROLINA, CAMDEN COUNTY

I, Matthew Meads REVIEW OFFICER FOR CAMDEN COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

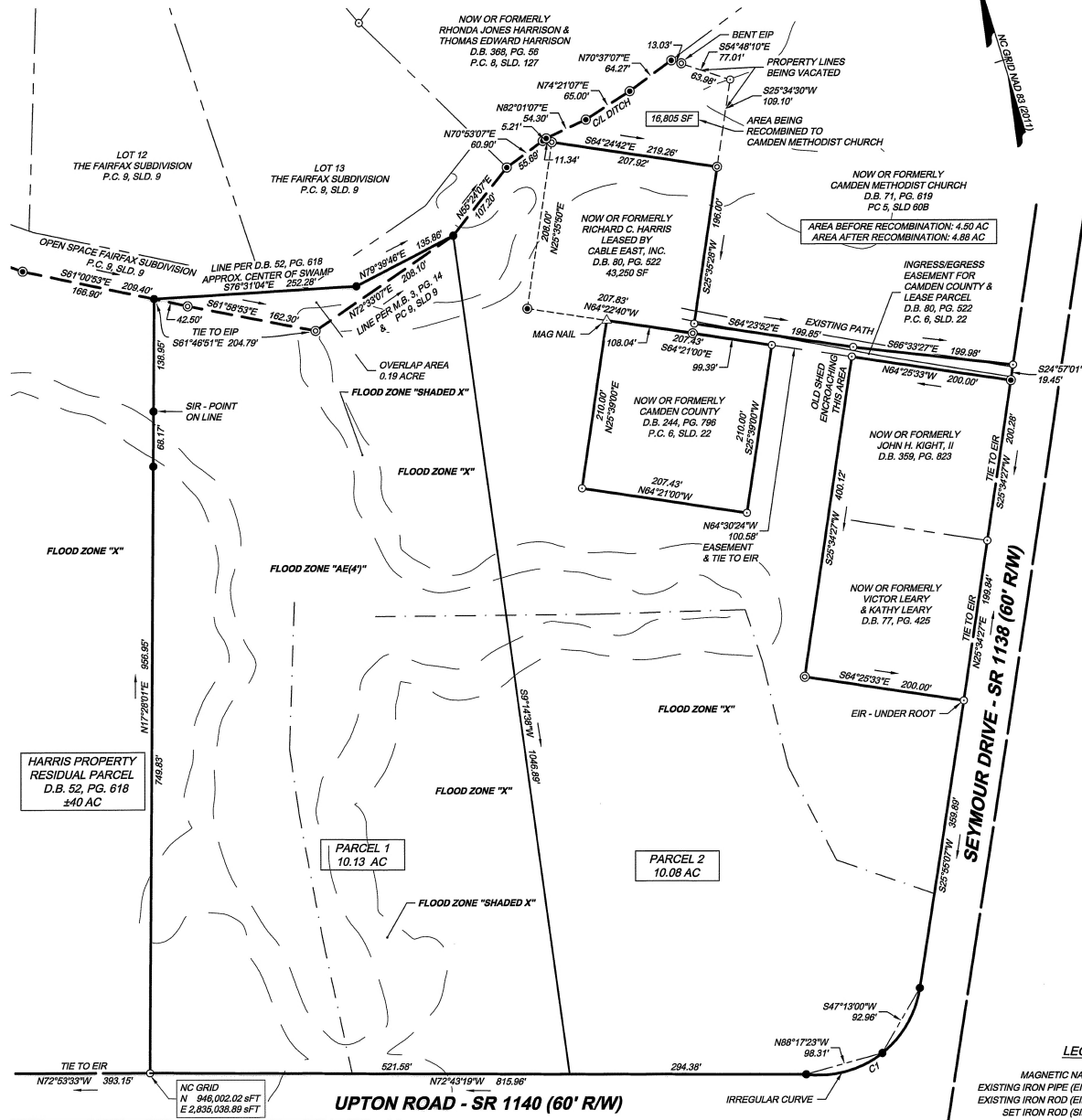
M Meads  
REVIEW OFFICER

7-17-2020  
DATE

Doc No: 209601  
Recorded: 07/17/2020 03:59:26 PM  
Fee Amt: \$21.00 Page 1 of 1  
Camden County North Carolina  
Tammie Kraus, Register of Deeds  
BK 9 PG 20 - 20 (1)

## LEGEND

- MAGNETIC NAIL
- EXISTING IRON PIPE (EIP)
- EXISTING IRON ROD (EIR)
- SET IRON ROD (SIR)
- CALCULATED POINT
- PROPERTY BOUNDARY
- PROPERTY BOUNDARY LINES NOT SURVEYED THIS DATE
- LEASE PARCEL BOUNDARY
- RIGHT-OF-WAY
- PROPERTY EXTENSION
- PROPERTY TIES
- PROPERTY LINES TO BE VACATED
- INGRESS/EGRESS EASEMENT
- FEMA FLOOD ZONE
- APPROXIMATE LOCATION EXISTING DITCH



HARRIS PROPERTY  
RESIDUAL PARCEL  
D.B. 52, PG. 618  
±40 AC

PARCEL 1  
10.13 AC

PARCEL 2  
10.08 AC

SCALE 1"=100'  
0 100' 200'

CURVE TABLE					
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING
C1	126.31'	196.17'	124.10'	88°59'14"	S70°07'08"W
					177.04'

## EXEMPT SUBDIVISION &amp; RECOMBINATION FOR

## RICHARD C. HARRIS ESTATE

BEING PROPERTY DESCRIBED IN D.B. 52, PG. 618  
COURTHOUSE TOWNSHIP CAMDEN COUNTY NORTH CAROLINA

## TIMMONS GROUP

1805 West City Drive, Unit E, Elizabeth City, NC 27909  
TEL 252.621.5030 www.timmons.com  
North Carolina License Number C-1652

SCALE: 1"=100' FILE NO: 45290 DATE OF SURVEY: FEBRUARY 26, 2020 DRAFTED: DATE: CHECKED:



**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Information, Reports & Minutes From Other Agencies**

<b>Item Number:</b>	10.A
<b>Meeting Date:</b>	January 02, 2024
<b>Submitted By:</b>	Tammie Krauss, Register of Deeds Register of Deeds Prepared by: Karen Davis
<b>Item Title</b>	<b>Register of Deeds Report</b>
<b>Attachments:</b>	Register of Deeds Report (PDF)

Camden County Register of Deeds: Tammie Krauss  
November 2023 Daily Deposit

10.A.a

DATE	NC CHILDRENS TRUST	NC DOM. VIO. FUND	STATE REV. STAMPS	COUNTY REV. STAMPS	RETIREMEN	AUTO FUND	STATE TREASURY	ROD GENERAL	TOTAL
11/01/23	\$ -	\$ -	\$ 541.94	\$ 564.06	\$ 5.79	\$ 34.50	\$ 55.80	\$ 289.91	\$ 1,492.00
11/02/23	\$ -	\$ -	\$ 249.90	\$ 260.10	\$ 6.44	\$ 40.21	\$ 37.20	\$ 346.15	\$ 940.00
11/03/23	\$ -	\$ -	\$ -	\$ -	\$ 2.80	\$ 16.45	\$ 24.80	\$ 142.95	\$ 187.00
11/06/23	\$ -	\$ -	\$ 439.53	\$ 457.47	\$ 5.04	\$ 31.09	\$ 31.00	\$ 268.87	\$ 1,233.00
11/07/23	\$ -	\$ -	\$ 6.86	\$ 7.14	\$ 2.70	\$ 15.76	\$ 24.80	\$ 136.74	\$ 194.00
11/08/23	\$ -	\$ -	\$ -	\$ -	\$ 2.05	\$ 12.12	\$ 18.60	\$ 103.83	\$ 136.60
11/09/23	\$ -	\$ -	\$ 220.50	\$ 229.50	\$ 2.32	\$ 14.42	\$ 18.60	\$ 119.46	\$ 604.80
11/13/23	\$ 5.00	\$ 30.00	\$ -	\$ -	\$ 3.15	\$ 16.49	\$ 12.40	\$ 142.96	\$ 210.00
11/14/23	\$ -	\$ -	\$ 916.79	\$ 954.21	\$ 6.89	\$ 40.45	\$ 68.20	\$ 343.46	\$ 2,330.00
11/15/23	\$ 5.00	\$ 30.00	\$ 1,502.83	\$ 1,564.17	\$ 7.34	\$ 38.81	\$ 74.40	\$ 333.85	\$ 3,556.40
11/16/23	\$ -	\$ -	\$ 196.00	\$ 204.00	\$ 2.04	\$ 12.06	\$ 18.60	\$ 103.30	\$ 536.00
11/17/23	\$ 5.00	\$ 30.00	\$ 488.04	\$ 507.96	\$ 5.10	\$ 27.82	\$ 37.20	\$ 234.88	\$ 1,336.00
11/20/23	\$ 10.00	\$ 60.00	\$ 377.79	\$ 393.21	\$ 5.48	\$ 27.02	\$ 24.80	\$ 237.70	\$ 1,136.00
11/21/23	\$ -	\$ -	\$ 514.50	\$ 535.50	\$ 5.57	\$ 32.01	\$ 55.80	\$ 277.62	\$ 1,421.00
11/22/23	\$ -	\$ -	\$ -	\$ -	\$ 3.06	\$ 16.89	\$ 37.20	\$ 146.85	\$ 204.00
11/27/23	\$ 5.00	\$ 30.00	\$ 134.26	\$ 139.74	\$ 5.40	\$ 29.80	\$ 37.20	\$ 252.60	\$ 634.00
11/28/23	\$ -	\$ -	\$ -	\$ -	\$ 0.80	\$ 4.04	\$ 12.40	\$ 36.36	\$ 53.60
11/29/23	\$ -	\$ -	\$ -	\$ -	\$ 0.78	\$ 3.88	\$ 12.40	\$ 34.94	\$ 52.00
11/30/23	\$ -	\$ -	\$ 570.85	\$ 594.15	\$ 2.22	\$ 12.61	\$ 24.80	\$ 108.37	\$ 1,313.00
									\$ -
<b>TOTAL</b>	\$ 30.00	\$ 180.00	\$ 6,159.79	\$ 6,411.21	\$ 74.97	\$ 426.43	\$ 626.20	\$ 3,660.80	\$ 17,569.40

Attachment: Register of Deeds Report (Register of Deeds Report)

Ledger Report Fee Distribution  
TAMMIE KRAUSS, REGISTER OF DEEDS  
Camden, NC

Date Range From Wednesday, November 01, 2023 to Thursday, November 30, 2023

Name	Amount
NC Children's Trust Fund	\$30.00
NC Domestic Violence Fund	\$180.00
State Revenue Stamp	\$6,159.79
County Revenue Stamp	\$6,411.21
Land Transfer Fee	\$0.00
Floodplain Map Fund	\$0.00
Supplemental Retirement	\$74.97
ROD Automation Fund	\$426.43
Dept Of Cultural Resources	\$0.00
Vital Records Fund	\$0.00
State General Fund	\$0.00
State Treasurer Amount	\$626.20
ROD General Fund	\$3,660.80
Total Distribution For Period	\$17,569.40
Cash Total	\$539.40
Check Total	\$3,510.00
Pay Account Total	\$258.00
ACH Total	\$13,262.00
Escrow Account Total	\$0.00
Overpayment Total	\$0.00
Total Deposit For Period	\$17,569.40

Attachment: Register of Deeds Report (Register of Deeds Report)



**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Information, Reports & Minutes From Other Agencies**

<b>Item Number:</b>	10.B
<b>Meeting Date:</b>	January 02, 2024
<b>Submitted By:</b>	Rodney Wooten, Library Prepared by: Rodney Wooten
<b>Item Title</b>	<b>Library Report 1223 YTD</b>
<b>Attachments:</b>	23-12 (DOCX)

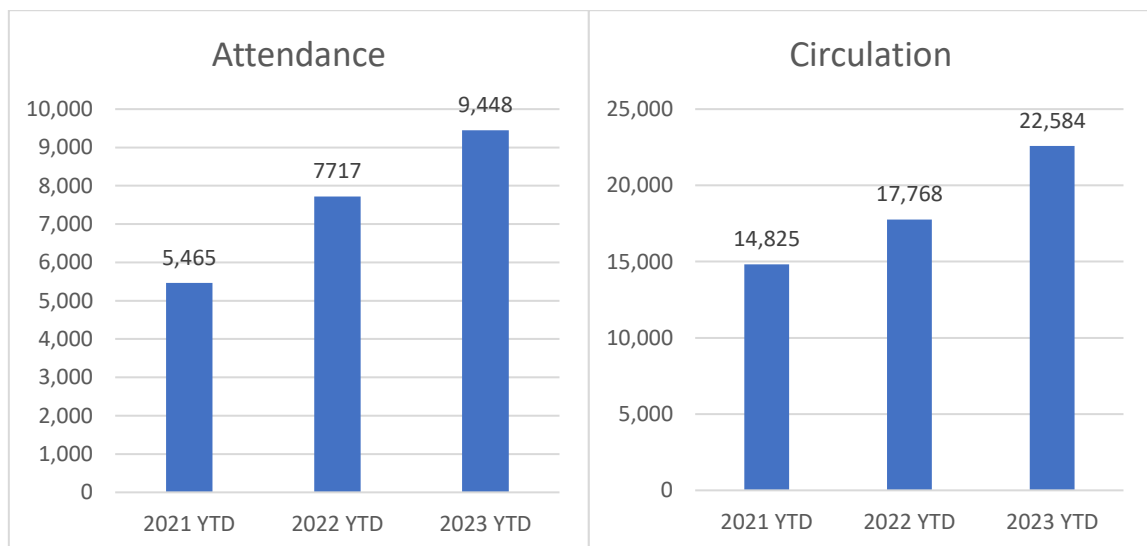


## Camden County Public Library

### Fiscal YTD 2023 Statistics Report

Visitor Count Fiscal YTD	9,512
Materials Check Outs & Renewals	21,394
Cloud Library Check Out (eBooks & audiobooks)	704
Computer/ Wireless Use	1,540/1,407
Questions Answered	722
Children's Programs/Attendance	70/1466
Teen Program/Attendance	4/22
Adult Programs/Attendance	11/102
Outreach Programs/Attendance	4/230
Study Room Usage/Attendance	200/297
Meeting Room Usage/Attendance	12/171
Days/Hours Open	122/1052
# Items in Collection	21,722
Library Card Holders	2,755

**Comparison by Year**  
**2021-2023**



Attachment: 23-12 (Library Report)