

**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

Motion to approve the agenda as presented.

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

ITEM 2. CONFLICT OF INTEREST DISCLOSURE STATEMENT

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.

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.

RESULT:	PASSED [5-0]
MOVER:	Sissy Aydlett
AYES:	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 <small>(Observing In Ceremony & Organizational Meeting)</small>	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 4th 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.

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

C. 2024 Holiday Schedule – Erin Burke



2024 Holiday Schedule

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.

RESULT:	PASSED [5-0]
MOVER:	Tiffany White
AYES:	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%

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 THORNEY, INC.	CAMDEN	146 158 US W
R	02-8935-02-56-7093.0000	6,753.90	2	B. P. 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. RIGHT III	SHILOH	142 STANLEY LN
R	02-8954-00-43-8538.0000	4,941.32	2	BILLY ROSS FEREBBE	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 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	ARON DARNELL CHAMBLEE ET AL	CAMDEN	LAMBS RD
R	02-8943-01-47-1129.0000	3,129.77	2	EMILY FORBES CRAIN	SHILOH	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	03-8952-00-95-8737.0000	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	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	02-8935-01-07-9126.0000	10	1,202.38	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	03-8909-00-33-4725.0000	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	TVV NECK RD
R	03-8952-00-55-5300.0000	10	441.32	DENNIS CRESAY	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	03-8959-00-36-1568.0000	10	367.55	PETER BUISAVAGE	SHILOH	HIBISCUS RD
R	03-8962-00-55-5300.0000	10	310.71	OCTAVIA COBETLAND 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	262.23	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	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 TRAPTON 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 BUNNY	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	0003662	281.09	1	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	0001694	231.58	8	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	6	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	YrsDlq	Unpaid Amount	Taxpayer Name	City	Property Address
P	0001072	10	520.66	PAM BUNNY	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	TOMAS 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	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	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

Motion to approve the Tax Report as presented.

RESULT: PASSED [5-0]
MOVER: Ross Munro
AYES: Ross Munro, Troy Leary, Randy Krainiak, Sissy Aydtlett, 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 29th. 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](#)

N:\3.4660-1597-2022, v. 3

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 ASSETS

1.1 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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(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

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 Florist 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 event 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.

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) **Outstanding 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 active 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

(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, 2023, 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.

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 finder's 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, INCLUDING 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 its rights under Section 5.1(b), Section 5.2(a) 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 per 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.

(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.

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

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.

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.
203 North Road Street
(which copy shall not Elizabeth City, NC 27907-0099
constitute notice) Attn: Mr. John Morrison

If to Seller: South Mills Water Association, Incorporated
103 Hatfield Street
South Mills, NC 27904-76-0279
Attn: Board President

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

8.3 **Entire Agreement, Amendments and Waivers.** This Agreement constitutes the entire agreement and supersedes 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 Easements 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)(v).

"**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 arbital 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(b)(i).

"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.]

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

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

<u>Schedules</u>	
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

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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.

RESULT:	PASSED [5-0]
MOVER:	Tiffany White
AYES:	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.

RESULT:	PASSED [5-0]
MOVER:	Ross Munro
AYES:	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.

RESULT:	PASSED [5-0]
MOVER:	Ross Munro
AYES:	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.

RESULT:	PASSED [5-0]
MOVER:	Troy Leary
AYES:	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.

RESULT:	PASSED [5-0]
MOVER:	Tiffney White
AYES:	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.

RESULT:	PASSED [5-0]
MOVER:	Tiffney White
AYES:	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 sewer sold meters Core	sewer collected Core	sewer cust Core	gallons sewer sold meters 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	90	
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	89	
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	87	
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	13,909,510	\$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.

RESULT:	PASSED [5-0]
MOVER:	Tiffney White
AYES:	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 1st, 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.

RESULT:	PASSED [5-0]
MOVER:	Randy Krainiak
AYES:	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:

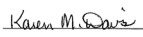
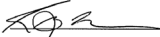
ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Revenues			
10399400-439900	Fund Balance Appropriated	\$3139	
Expenses			
106110-502000	Salaries	2500	
106110-505000	FICA	191	
106110-507000	Retirement	323	
106110-507100	401(k) Retirement	125	


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 4th 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:

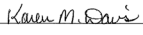

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Revenues			
10399400-439900	Fund Balance Appropriated	\$2,140,474	
Expenses			
105450-504004	Professional Services	2,140,474	


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 4th 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:

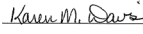

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Revenues			
10340490-435001	Stormwater Fees	\$28,418.25	
Expenses			
104900-503200	Stormwater Escrow	28,418.25	


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 4th day of December, 2023.



 Clerk to Board of Commissioners Chair, Board of Commissioners



C. Pickups, Releases & Refunds

NAME	REASON	NO.
Calab 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-185163-2023
Suzanne Cuthrell Berry	Roll back taxes - Pick-up \$142.89	Pick-up/23544 R-126108-2020 R-133537-2021 R-155854-2022 R-183148-2023
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 67155826
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 \$2,946.24	Pick-up/23551 R-166096-2023
Christine Marie Vestal	Turned in Plates - Refund \$158.03	Pick-up/23552 66623505
John James Gordon	House unlivable per Robert - Adjustment \$497.57	Pick-up/23565 R-181306-2023
Camden Square Associates	Value Adjustment Per Army Corp Engineer's report \$626.26	Pick-up/23566 R-160919-2023

D. Refunds Over \$100

REFUNDS OVER \$100.00

ACS Tax System 11/27/23 9:44:18 Refunds to be Issued by Finance Office CAMDEN COUNTY Page 1

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 OVERPAYMENT- R-165849-2023
100.00	CORELOGIC CENTRALIZED REFUNDS PO BOX 9202 COPPELL TX 750199760	2023 R-161369 AND R-164177	20231117 2 276571 OVERPAYMENT - SEPTIC FEES
2,181.15	CORELOGIC CENTRALIZED REFUNDS PO BOX 9202 COPPELL TX 750199760	2023 R 03 8953 03 13 9744 0000	20231115 2 276518 OVERPAYMENT - R-166004-2023
7,493.48	LENETA, LLC-ATT:CENTRAL REFUNDS 501 CORPORATE CENTER DRIVE POMONA CA 91798	2023 - PLEASE SEE SUMMARY OVERPAYMENT-R-161267/R-165917	20231117 2 276597
2,895.51	WELLS FARGO REAL ESTATE TAX ATTN:REFUNDS- P.O. BOX 14506 DES MOINES IA 503069395	03-8943-30-26-5770-0000	20231103 2 276276 OVERPAYMENT - R-0167396-2023
17,375.82	Total Refunds		***

Submitted by Lisa S. Anderson Date 11-27-23
 Lisa S. Anderson, Tax Administrator Camden County

Approved by Ross B. Munro Date 12-4-23
 Ross B. Munro, Chair Camden County Board of Commissioners

REFUNDS OVER \$100.00

ACS Tax System 11/27/23 14:34:21 Refunds to be Issued by Finance Office CAMDEN COUNTY Page 1

Refund\$	Remit To:	Reference:	Drawer/Transaction Info:
460.11	DAO, TOMMY BA 183 VERBENA DRIVE CLAYTON NC 27520	2023 R 03-8889-00-97-8243.0000	20231127 99 276711 OVERPAID R165887/2023
497.57	GORDON, JOHN JAMES 168 SHARON CHURCH ROAD SOUTH MILLS NC 27976	2023 R 01-7091-00-01-2802.0000	20231127 99 276713 VALUE CORRECTION R161306/2023
957.68	Total Refunds		***

Submitted by Lisa S. Anderson Date 11-27-23
 Lisa S. Anderson, Tax Administrator Camden County

Approved by Ross B. Munro Date 12-4-23
 Ross B. Munro, Chair Camden County Board of Commissioners

E. Tax Collection Report

Tax Collection Report OCTOBER 2023							
Day	Amount		Name of Account	Deposits		PSN - 69	
	\$	\$		\$	\$	\$	\$
2	36,943.78		Refund - \$0.48	36,943.78			
3	30,090.58			30,090.58			
4	5,668.11		PSN - and Debt Set-off - \$50.38				5,668.11
5	30,085.30		Refund - \$1.10	30,085.30			
6	5,141.74			5,141.74			
9	16,476.95		Refund - \$1.91	16,476.95			
10	22,013.24			22,013.24			
10	27,674.25			27,674.25			
10	55,504.57			55,504.57			
11	4,561.72			4,561.72			
12	18,077.54		Simplify 23		18,077.54		
12	2,622.20						2,622.20
13	23,651.01			23,651.01			
13	10,975.85		Refund - \$47.21	10,975.85			
16	6,415.11		Simplify 23 - Refund - \$93.58			6,415.11	
16	25,136.34			25,136.34			
17	2,750.46		PSN - Refund - \$0.56				2,750.46
18	21,710.08			21,710.08			
18	12,657.36		Refund - \$1.09	12,657.36			
19	34,848.66			34,848.66			
20	10,644.01			10,644.01			
23	5,989.00		Simplify 23		5,989.00		
23	6,970.76		PSN				6,970.76
24	17,741.60			17,741.60			
24	15,284.29		Refund - \$629.66 - Drawer 99	15,284.29			
25	145,054.23			145,054.23			
26	4,869.74						4,869.74
26	14,715.82		Refund - \$0.01	14,715.82			
27 & 30	37,951.77			37,951.77			
31	30,396.77		Simplify 23		30,396.77		
31	6,515.15						6,515.15
31	14,120.61		Simplify 23 - Refund - \$11.22		14,120.61		
	11,007.12			11,007.12			
	2,671.09			2,671.09			
	-			-			
	-			-			
	-			-			
Totals Collections	\$ 716,936.81			\$ 590,528.12	\$ 74,999.03	\$ 51,409.66	
Total Bank Deposits	\$ 716,936.81			\$ 716,936.81			
Land Transfer/PSN							
Refund	\$ (786.82)		PSN Check fees - \$35.20 - for info only, fees were paid to PSN				
Over	\$ -						
Short	\$ -						
Other adjustment	\$ (0.01)						
NET TOTAL	\$ 716,149.98						

Submitted by: Lisa S. Anderson Date: 11-20-23
 Approved by: [Signature] Date: 12-4-23

F. Vehicle Refunds Over \$100

REFUNDS OVER \$100.00

North Carolina Vehicle Tax System

NCVTS Pending Refund report

REFUNDS OVER \$100.00 Oct, 23

Payee Name	Primary	Secondary	Address 1	Address 2	Refund	Bill #	PN#	Status	Transaction Date	Refund Description	Refund Reason	Created	Authorization Date	Tax	Low	Change	Direct Deposit	Total
CARDTREE, JACQUELINE	CARDTREE, JACQUELINE		305 JAPONICA DR	CAMDEN, NC 27921	Proration	007178615	09X6212C	AUTHORIZED	194893800	Refund Generated due to proration on Bill #007178615-2022-	Tag Surrender	10/16/2023	10/18/2023 10:31:18 AM	1843	Tax	(\$263.25)	\$0.00	(\$263.25)
														2	Tax	(\$3.02)	\$0.00	(\$3.02)
																		\$266.27
MCCOY, LLOYD	MCCOY, LLOYD		335 OLD SWAMP RD	SOUTH MILLS, NC 27976	Proration	0054234921	TAX5783	AUTHORIZED	194893866	Refund Generated due to proration on Bill #0054234921-2022-	Tag Surrender	10/16/2023	10/18/2023 10:31:18 AM	1843	Tax	(\$135.91)	\$0.00	(\$135.91)
														1	Tax	(\$1.58)	\$0.00	(\$1.58)
																		\$137.47
MORRISSEY PROPERTY SERVICES LLC	MORRISSEY PROPERTY SERVICES LLC		167 BILLETTS BRIDGE RD	CAMDEN, NC 27921	Proration	0061577928	YA146072	AUTHORIZED	195240812	Refund Generated due to proration on Bill #0061577928-2022-	Tag Surrender	10/24/2023	10/25/2023 8:34:23 AM	1843	Tax	(\$830.14)	\$0.00	(\$830.14)
														2	Tax	(\$7.24)	\$0.00	(\$7.24)
																		\$837.38
SCHNEIDER, THOMAS	SCHNEIDER, THOMAS	SCHNEIDER, MARY ANNE	102 PINWOOD DR	CAMDEN, NC 27921	Proration	0073924178	REX8952	AUTHORIZED	194893862	Refund Generated due to proration on Bill #0073924178-2022-	Tag Surrender	10/18/2023	10/18/2023 10:31:18 AM	1843	Tax	(\$376.67)	\$0.00	(\$376.67)
														2	Tax	(\$5.16)	\$0.00	(\$5.16)
																		\$381.83
WHITMIRE, CALEB REH	WHITMIRE, CALEB REH	GUNN, JORDAN LEIGHANN	251 BINGHAM RD	SOUTH MILLS, NC 27976	Proration	0069754920	KDK9078	AUTHORIZED	195603112	Refund Generated due to proration on Bill #0069754920-2022-	Vehicle Totalled	10/31/2023	11/22/2023 12:37:33 PM	1843	Tax	(\$177.18)	\$0.00	(\$177.18)
														1	Tax	(\$2.04)	\$0.00	(\$2.04)
																		\$179.22

Submitted by: Lisa S. Anderson Date: 11-21-23
 Lisa S. Anderson, Tax Administrator Camden County

Approved by: [Signature] Date: 12-4-23
 Ross B. Munro Chair Camden County Board of Commissioners

G. 2024-2025 Annual Budget & 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 2024-2028 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. Advise 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. 159-13A) & 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			

Motion to approve the Consent Agenda as presented.

RESULT:	PASSED [5-0]
MOVER:	Tiffany White
AYES:	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 10th, 1:00 – 3:00 PM.
- "More in the Basket" for Seniors to be held on December 7th, 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.

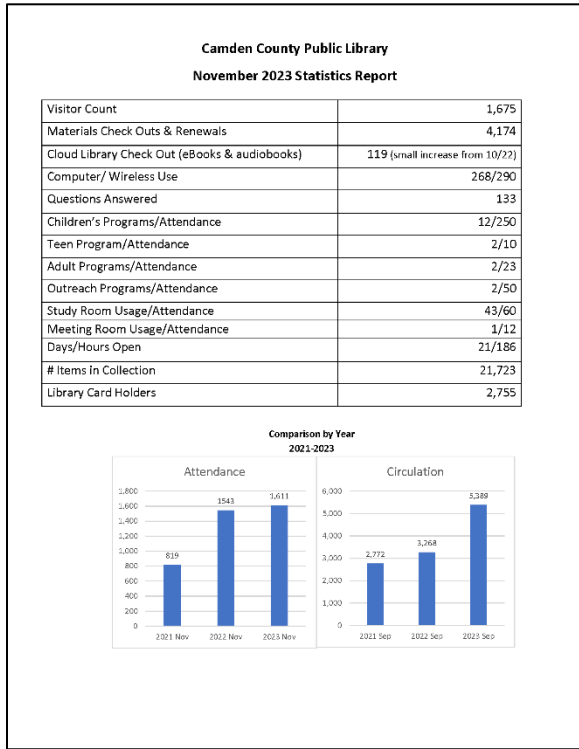
Commissioner Aydtlett

- 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 CHILDREN'S TRUST	NC DOM. VIO. FUND	STATE REV. STAMPS	COUNTY REV. STAMPS	RETIREMENT	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
TOTAL	\$ 40.00	\$ 240.00	\$ 7,095.20	\$ 7,384.80	\$ 72.48	\$ 399.89	\$ 601.40	\$ 3,473.23	\$ 19,307.00

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

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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.

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

Motion to come out of Closed Session.

RESULT:	PASSED [5-0]
MOVER:	Sissy Aydlett
AYES:	Ross Munro, Troy Leary, Randy Krainiak, Sissy Aydlett, Tiffany 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.

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

ITEM 14. ADJOURN

Motion to adjourn.

RESULT:	PASSED [5-0]
MOVER:	Sissy Aydlett
AYES:	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.